

Kwanlin Dün Land Claim Agreements

A SUMMARY



RATIFICATION COMMITTEE Kwanlin Dün
Land Claim Agreements



RATIFICATION COMMITTEE

Kwanlin Dün Land Claim Agreements



A Ratification Committee has been set up to help provide information to Kwanlin Dün voters on the land claim agreements package and to run the voting process. This committee is an independent committee that works at arm's length from the parties involved in negotiating the agreements.

Committee's main goals

- Identify and locate all eligible voters.
- Ensure people get the information they need to vote on the agreements.
- Encourage people to vote in a fair, transparent and accessible voting process.

Ratification Committee fieldworkers will be knocking on doors and calling people to share information on the agreements and the voting process.

Ratification Committee members



Bill Webber
Chair

Duncan Sinclair

Debbie Hoffman

Ratification Committee staff



Shirley Dawson
Project Manager

Teresa Jacobs
Administrative Assistant

This document is a summary of the main elements of the Kwanlin Dün First Nation land claim package and should not be relied on for legal interpretation of the agreements that make up the package. For copies of the full text of the agreements, please contact the Ratification Committee.

Kwanlin Dün Land Claim Agreements

RATIFICATION COMMITTEE Kwanlin Dün Land Claim Agreements



September 2004

Kwanlin Dün beneficiaries and members will be voting on Kwanlin Dün First Nation's land claim agreements in the fall of 2004. This vote represents an unprecedented opportunity for Kwanlin Dün beneficiaries and members to determine the future of their First Nation.

These important land claim agreements together contain more than 700 pages of text and maps. The Ratification Committee has prepared this summary publication to help beneficiaries and members learn more about the key elements found in each of these agreements.

The Ratification Committee is also distributing fact sheets, providing written responses to voter questions, hosting information sessions, developing a website, providing access to maps for viewing in our office, and publishing copies of the full text of the agreements. Fieldworkers will be knocking on doors and calling voters to deliver information and answer your questions.

The committee encourages voters to learn more about the land claim agreements over the coming months to prepare for this historic vote.

To obtain a copy of the Kwanlin Dün agreements and other information, please contact the Ratification Committee.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Webber', positioned below the 'Sincerely,' text.

Bill Webber
Chair, Ratification Committee
Kwanlin Dün Land Claim Agreements

DEFINITIONS

CANADA This term is used in the agreements to refer to the Government of Canada.

COLLATERAL This means “accompanying” or “additional.” There is a Collateral Agreement that accompanies the Final and Self-Government Agreements.

CROWN LAND This refers to land that is owned by the Government of Canada (even if it is managed by the Government of Yukon). Most crown land is vacant, which means there are no people living on it and it has no developments. Settlement Land is distinct and separate from Crown land.

EFFECTIVE DATE This refers to the date that the rights and powers outlined in the land claim agreements will come into legal effect. The Effective Date is generally a number of months after the agreements have been approved in the voting process.

GOVERNMENT If “Government” is capitalized, it means the Government of Yukon, the Government of Canada or both at the same time.

IMPLEMENTATION This refers to the act of putting the land claim agreements into practice. An Implementation Plan exists for both the Final Agreement and the Self-Government Agreement. It outlines what KDFN, Canada and Yukon will do to help get the agreements into place.

LAND SET ASIDE This is land that Canada had set aside for First Nations to use, generally for residential purposes. McIntyre subdivision is Land Set Aside and there are also other pockets of Land Set Aside around Whitehorse. Land Set Aside will become Settlement Land.

LAWS OF GENERAL APPLICATION These are City of Whitehorse, Yukon or federal laws that apply to everyone. These laws will continue to apply to KDFN Settlement Lands and citizens. When KDFN makes its own laws, it may replace a City of Whitehorse or Yukon law but not a federal law. How KDFN laws and federal laws will work together is a matter for future negotiations.

NON-SETTLEMENT LAND This is all land and water in the Yukon that is not Settlement Land. It also includes the mines and minerals under certain Settlement Land.

PARTIES This refers to the three governments that negotiated the land claims agreements (Government of Canada, Government of Yukon, and Kwanlin Dün First Nation).

RATIFICATION This means “to approve” or “to consent to.” This term is used for the voting process for all Yukon First Nation agreements. The ratification process gives voters a chance to approve or reject the agreements that have been negotiated by their First Nation.

SETTLEMENT LANDS This term refers to all of the lands that a First Nation with land claim agreements owns. KDFN will own their Settlement Land (over 1,040 square kilometres) when their land claim agreements come into effect. On Category A Settlement Land, KDFN will own the surface and the subsurface. On Category B and Fee Simple Settlement Lands, KDFN will own the surface rights. All of these lands are identified in the Final Agreement (see Chapter 5).

SUBSURFACE RIGHTS This refers to the right to use the minerals and oil and gas below the surface of the land or water.

SURFACE RIGHTS These rights are associated with owning land. They include the right to use and occupy the land and to grant rights, such as leases or mortgages, to others.

TRADITIONAL TERRITORY A Traditional Territory is an area of the Yukon that the people of a First Nation have traditionally used. Each Yukon First Nation has identified its own Traditional Territory on a map which forms part of its Final Agreement. A First Nation does not own a Traditional Territory like it owns Settlement Lands; however, the First Nation and its beneficiaries have certain rights (like special hunting, harvesting and economic opportunities) within their Traditional Territory. Additionally, a Renewable Resource Council provides advice on fish and wildlife matters within a Traditional Territory. Many of the Yukon First Nation’s Traditional Territories overlap and the Final Agreement outlines a process for dealing with overlap issues.

UMBRELLA FINAL AGREEMENT This agreement is the result of negotiations among all Yukon First Nations, the Government of Canada and the Government of Yukon. Each Yukon First Nation’s Final Agreements includes everything that is in the Umbrella Final Agreement. A First Nation Final Agreement also includes items specific to the First Nation that negotiated it. Settlement Legislation based on the UFA became legal in 1995.

YUKON This term is used in the agreements to refer to the Government of Yukon.

VOTING INFORMATION

Who can vote

In order to vote on the Kwanlin Dün land claim agreements you need to be a beneficiary of the Kwanlin Dün First Nation Final Agreement or a member of the band.

There will be one list of people who can vote. This list will include the names of people 18 years of age or older who are beneficiaries and/or members. You must be 18 by the last day of voting.

A preliminary list of voters is being developed by the Ratification Committee. If you believe you should be able to vote on the agreements, check to make sure your name is on this list. If it is not on the list, and you think it should be, contact the Ratification Committee office. Staff will tell you how you can get on the list.

At least 30 days before the regular polling dates, the Official Voters List will be posted.

How you can vote

There are two ways you can vote: in person or by mail-in ballot.

In person: You can vote in person at either the advance poll or the regular poll. Polling booths will be set up. If you are housebound or in an institution, arrangements can be made for a mobile poll to come to you.

By mail-in ballot: If you will be using a mail-in ballot, you *must* mail your completed ballot back before the final day of voting and it *must* be received by the Returning Officer no later than five days after the final day of voting. Make sure you put your ballot in the mail early enough so it will be received in time to be counted. Full instructions on how to use the mail-in ballot will be sent to you with the ballot.

How the vote is counted

Votes on land claim agreements are counted differently than votes for elections of Chief and Council or of other political representatives.

For most elections, the person with the most votes wins the election, even if few people show up to vote. For a vote on the land claim agreements, the majority of all of the people who are entitled to vote and who have been located must approve of the agreements. All Kwanlin Dün voters can participate in determining the future direction of their First Nation by voting on these historical agreements.

There are two separate ballots in this vote (*see next page*).

For Ballot 1 to be approved, a majority of all of the eligible beneficiary voters must vote “Yes.”

For Ballot 2 to be approved, a majority of all of the eligible beneficiary voters and a majority of all of the eligible member voters must vote “Yes.”

Both ballots must be approved for the land claim agreements to pass. If one ballot is not approved, then the whole package does not pass.



What you are voting on

There are two separate ballots in the Kwanlin Dün ratification process.

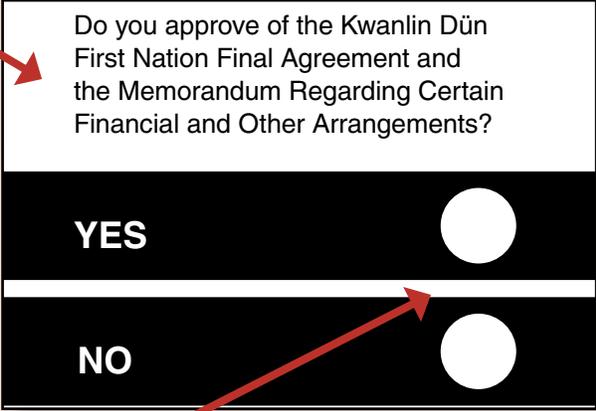
BALLOT 1: FINAL AGREEMENT AND MEMORANDUM

Kwanlin Dün beneficiaries vote on Ballot 1 (if they are 18 years of age or older by the last day of voting).

This ballot asks if you approve of the Kwanlin Dün First Nation Final Agreement and the Memorandum Regarding Certain Financial and Other Arrangements.

The **Kwanlin Dün First Nation Final Agreement** outlines how much Settlement Land Kwanlin Dün will own and where the land is located. It also deals with a wide range of topics such as the management of fish, wildlife, water, forests, and mineral resources. It covers hunting, fishing and trapping rights, heritage resources, special management areas, land use planning, and development assessment. It includes provisions on taxation, financial compensation and economic development opportunities. *(For more information, see pages 8-39.)*

The **Memorandum Regarding Certain Financial and Other Arrangement** deals with financial and taxation arrangements. It includes an interest payment to Kwanlin Dün of \$6,391,381, a tax buy-out of over \$3.3 million, and a contribution of \$100,000 towards Kwanlin Dün's participation in the Whitehorse Fishway Redevelopment Project. It also specifies how the tax exemption for personal income earned on Old Village and other *Indian Act* Reserves from January 1999 to the end of 2005 will be handled. *(For more information, see pages 40-41.)*



Do you approve of the Kwanlin Dün First Nation Final Agreement and the Memorandum Regarding Certain Financial and Other Arrangements?

YES

NO

If you are voting on this ballot, you will need to put an "X" in one of these circles to indicate if you are voting "YES" or "NO" to the question on the ballot. Do not write anywhere else on the ballot or it may not be counted.

BALLOT 2: SELF-GOVERNMENT RELATED MATTERS

Kwanlin Dün beneficiaries and Kwanlin Dün members vote on Ballot 2 (if they are 18 years of age or older by the last day of voting). Ballot 2 is one question divided into five parts.

Do you approve of:

1. the Kwanlin Dün First Nation Self-Government Agreement,
2. the dissolution of the Kwanlin Dün First Nation Band and the transfer of all of its liabilities and assets, including the Old Village, to the Kwanlin Dün First Nation,
3. the Kwanlin Dün First Nation Constitution,
4. the Collateral Agreement, and
5. the release absolutely and unconditionally to Her Majesty the Queen in Right of Canada of all of the interest of the Kwanlin Dün First Nation Band in those parts of Road R-1, Plan 69769 CLSR, 75793 LTO and in Lot 1074, Quad 105 D/11, Plan 73640 CLSR, 91-54 LTO which were surveyed out of Lot 226, Group 5, as shown on a plan of survey by H.G. Dickson, DLS, dated September 7, 1918?

YES

NO

You can either approve of all five parts or reject all five parts. You cannot say “YES” to some, and “NO” to others. You must only mark one “X” in one of the circles. Do not write anywhere else on the ballot or it may not be counted.

1. The Kwanlin Dün First Nation Self-Government Agreement outlines the law-making powers that Kwanlin Dün will have if the land claim agreements are approved. Kwanlin Dün will be able to make laws and decisions relating to its citizens, its lands and how it governs. *(For more information, see pages 42-49.)*

2. If the land claim agreements are approved, Kwanlin Dün will become a self-governing First Nation. It will no longer be an Indian Band under the federal *Indian Act*. This part deals with dissolving the Indian Band and transferring everything the Band now owns and owes to the new self-governing Kwanlin Dün First Nation. This will not affect aboriginal rights.

3. The Kwanlin Dün First Nation Constitution is the set of rules that the people of Kwanlin Dün adopt for themselves about how they will govern themselves. The Constitution is not an agreement with government. However, in order for the Self-Government Agreement to come into effect there must be a Constitution in effect. *(For more information, see pages 50-59.)*

4. The Collateral Agreement states that the federal government will pay Kwanlin Dün \$6 million to use for a cultural centre or however Kwanlin Dün wants to use it. In exchange, Kwanlin Dün will stop the court action about the Old Village (Lot 226) and other claims related to the Relocation Agreement. It also defines a tax remission for income earned on McIntyre Lands from 1999 to the end of 2005. *(For more information, see pages 60-61.)*

5. This part describes the legal terms for small parts of Range Road and the Takhini Trailer Court. If approved, Kwanlin Dün will release its interest in these pieces of land that were once part of Lot 226. In exchange for this and interests in other matters, Kwanlin Dün will get \$6 million under the **Collateral Agreement**.

Why are there different ballots and different voter groups?

There are four reasons for having two separate ballots and two different groups of voters (beneficiaries and members).

1. The Final Agreement and the Memorandum need to be approved by people who are Kwanlin Dün beneficiaries because these documents deal with the rights of beneficiaries. People who are band members and not beneficiaries do not need to vote on these documents.

2. The Self-Government Agreement needs to be approved by both band members and beneficiaries.

People who are band members need to approve the Self-Government Agreement because all the rights and property of the Kwanlin Dün Indian Band will be taken over by the new self-governing Kwanlin Dün First Nation. Therefore, band members need to vote on this transfer of ownership. Band members will become citizens of the self-governing First Nation.

People who are Kwanlin Dün beneficiaries also need to approve the Self-Government Agreement because they will be eligible to become citizens of

the new self-governing First Nation. Additionally, as KDFN will be taking over the responsibilities and debts of the former Kwanlin Dün Indian Band, beneficiaries need to approve of this change.

3. The Collateral Agreement needs to be approved by band members as this agreement deals with the *Indian Act* Reserve and with a court action initiated by Kwanlin Dün as an *Indian Act* Band. The Collateral Agreement was added to Ballot 2 so that band members can vote on the Collateral Agreement at the same time they vote on the Self-Government Agreement.

4. The KDFN constitution needs to be approved by both band members and beneficiaries as they will all be eligible to become citizens of the new self-governing First Nation. Therefore, it was added to the Self-Government ballot as both beneficiaries and band members vote on that ballot.

The proposed KDFN constitution addresses how the rights and interests of both beneficiaries and band members will be balanced and protected.

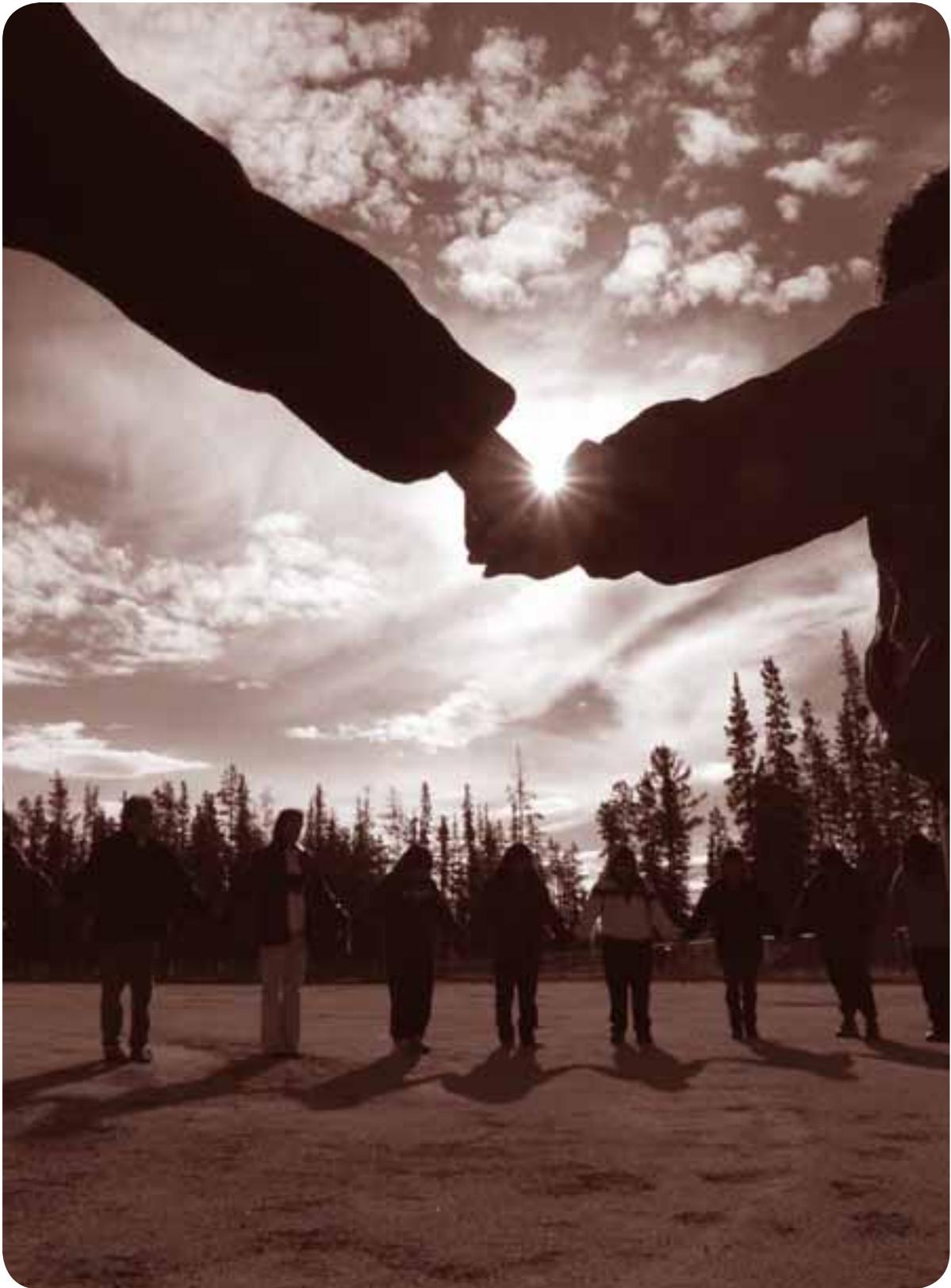
(For more information, see pages 50-59.)



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OVERVIEW



On March 12, 2004, Kwanlin Dün First Nation (KDFN), the Government of the Yukon and the Government of Canada completed negotiations on a comprehensive package of land claim agreements for Kwanlin Dün.

It is now time for Kwanlin Dün beneficiaries and members to vote on this package of land claim agreements. All eligible band members and beneficiaries will decide whether or not they will accept the package of agreements that has been negotiated. Voting is scheduled to take place in the fall of 2004.

Kwanlin Dün has a diverse population and is located in the most populated area of the Yukon. The land claim agreements KDFN has negotiated with the Government of Canada and Government of Yukon contain many provisions that reflect the First Nation's unique circumstances.

The Kwanlin Dün land claim agreements package is composed of five main items. In addition to a First Nation Final Agreement and a Self-Government Agreement, the Kwanlin Dün land claim agreements package includes a Memorandum Regarding Certain Financial and Other Arrangements, a KDFN constitution and a Collateral Agreement.

This summary publication provides information on the main elements in each of these five documents. Voters can get the full text of all of these documents from the office of the Ratification Committee for the Kwanlin Dün Land Claim Agreements and from its website (www.kwanlindun.com).

All five of the documents will be voted on during the ratification process and all must be accepted in order for the land claim agreements package to become legal.

KWANLIN DÜN LAND CLAIM PACKAGE

This section provides a brief overview of each of the five items in KDFN's land claim agreements package. It also describes two other agreements which will come into effect if Kwanlin Dün voters approve the land claim package. More information on all of these items can be found in the remainder of this publication.

Ballot 1 information

Kwanlin Dün First Nation Final Agreement

In 1993, Yukon First Nations completed negotiations with the Government of Yukon and Government of Canada on the Umbrella Final Agreement (UFA). The UFA became legal in 1995.

Like all Yukon First Nations, KDFN's Final Agreement is based on the Umbrella Final Agreement. The KDFN Final Agreement includes all of the provisions of the Umbrella Final Agreement.

The Final Agreement also includes many specific provisions that address Kwanlin Dün's unique circumstances. These specific provisions have boxes around them in the full text of the Final Agreement. This makes it easy to tell them apart from the general provisions taken from the Umbrella Final Agreement.

The Final Agreement will provide certainty in relation to land and resource ownership rights for KDFN. The agreement will provide benefits in the form of financial compensation and economic opportunities. The agreement outlines management responsibilities related to water, forest resources, heritage resources, non-renewable resources, fish and wildlife. It also covers land use planning, taxation, development assessment and surface rights.

Once it becomes legal, the Final Agreement will be a land claim agreement under section 35 of Canada’s constitution. This means that the rights of Kwanlin Dün First Nation in the Final Agreement will be constitutionally protected. Future amendments to the Final Agreement can only be made with the consent of Kwanlin Dün First Nation (“KDFN”), the Government of Canada (“Canada”) and the Government of Yukon (“Yukon”).

Memorandum Regarding Certain Financial and Other Arrangements

This Memorandum is between KDFN and Canada. It sets out financial measures (that are in addition to those outlined in the Final Agreement), and defines the tax exemption for personal income earned on Old Village and other *Indian Act* Reserves from January 1999 to the end of 2005.

Ballot 2 information

The Kwanlin Dün First Nation Self-Government Agreement

The Kwanlin Dün First Nation Self-Government Agreement will recognize KDFN’s power and authority to make its own laws and to govern

according to its cultural values and institutions. This means that instead of being a Band under the federal *Indian Act*, Kwanlin Dün citizens will govern themselves.

Under the Self-Government Agreement, KDFN will be able to make laws and decisions that: deal with how KDFN manages its own government; apply to its citizens; regulate various activities on Settlement Land; and allow KDFN to collect taxes for activities on its Settlement Land.

KDFN, Canada, and Yukon have negotiated agreements to provide KDFN with the funding to run its government and to provide programs and services to its citizens.

Although the Self-Government Agreement cannot be amended without the consent of KDFN, the rights in it are not constitutionally protected under section 35 of Canada’s constitution at this time.

Kwanlin Dün First Nation Constitution

KDFN has developed its own constitution based on guidelines set out in the Self-Government Agreement. However, the constitution is not an agreement with the other governments; it is something that KDFN has developed on its own.





The constitution sets out how Kwanlin Dün citizens will govern themselves once the First Nation becomes self-governing. The constitution describes:

- who can be a citizen of Kwanlin Dün First Nation and how that decision is made;
- who can sit on Kwanlin Dün First Nation’s governing bodies and the powers and duties of those bodies and their members;
- how the governing bodies are financially accountable to citizens (audits and reporting);
- how laws of Kwanlin Dün First Nation can be challenged by citizens; and
- how the constitution can be amended.

Under the proposed constitution, all Kwanlin Dün beneficiaries and band members will be eligible to become citizens of the new self-governing First Nation. People’s “status” as status Indians under the *Indian Act* is not affected by these agreements. People can be citizens of the new self-governing KDFN and maintain their status.

Collateral Agreement

The Collateral Agreement is an agreement between KDFN and Canada that deals with several matters not covered in the Final Agreement or Self-Government Agreement. The Collateral Agreement:

- settles the court case about the Reserve at Lot 226 (Old Village);
- settles any disagreements between KDFN and Canada about the 1986 Relocation Agreement;
- includes \$6 million for KDFN from Canada;
- defines a tax remission on the McIntyre Land Set Aside, similar to tax exemptions under the *Indian Act*.

Related agreements

Municipal Services Infrastructure Agreement

The Municipal Services and Infrastructure Agreement (MSIA) flows from section 26.1 of the KDFN Self-Government Agreement. However, the MSIA is separate from the Self-Government Agreement and is not being voted on as part of the ratification vote. The MSIA will only come into effect if KDFN's land claim agreements are approved.

The MSIA is intended to do two things. First, it confirms that Canada, Yukon, KDFN and the City of Whitehorse will no longer be bound by the obligations described in the Relocation Agreement. This is the 1986 agreement that dealt with KDFN's move from the Old Village to McIntyre subdivision.

Second, the MSIA deals with how municipal services will be provided to KDFN land within the City of Whitehorse. The agreement also describes how the

ownership of infrastructure such as roads, sidewalks, and sewer and water lines will be reorganized so that they are owned by the party that is in the best position to manage and maintain them.

Site Remediation Agreement

The Site Remediation Agreement is an agreement between KDFN and Yukon. It is not being voted on as part of the land claim agreements ratification process. It will only come into effect if the land claim agreements are approved.

This agreement deals with the clean-up of the waterfront property where KDFN plans to build its cultural centre. Yukon and KDFN acknowledge that portions of the soil and groundwater on this property are contaminated with oil and other contaminants. Yukon agrees to pay for and conduct the clean-up of contaminants in the soil and groundwater under this property. This restoration work will be coordinated with the construction work on the cultural centre.



WHAT MAKES KDFN'S LAND CLAIM UNIQUE?

All Yukon First Nation Final Agreements share many of the same provisions. However, the KDFN land claim agreements also have a number of unique aspects. Here are four reasons for this.

1. KDFN's Traditional Territory encompasses the Yukon's capital and economic heartland, the City of Whitehorse. About 75% of the Yukon's population lives within KDFN's Traditional Territory. KDFN, Yukon and Canada had to agree on:

- how KDFN laws and city laws would operate inside the city;
- what lands would best meet KDFN's diverse needs;
- how to coordinate land use planning;
- how much property tax would be paid on KDFN lands;
- how KDFN and Government would work to restore wildlife populations; and
- how KDFN and Government would work to restore and enhance Kwanlin Dün traditional use activities.

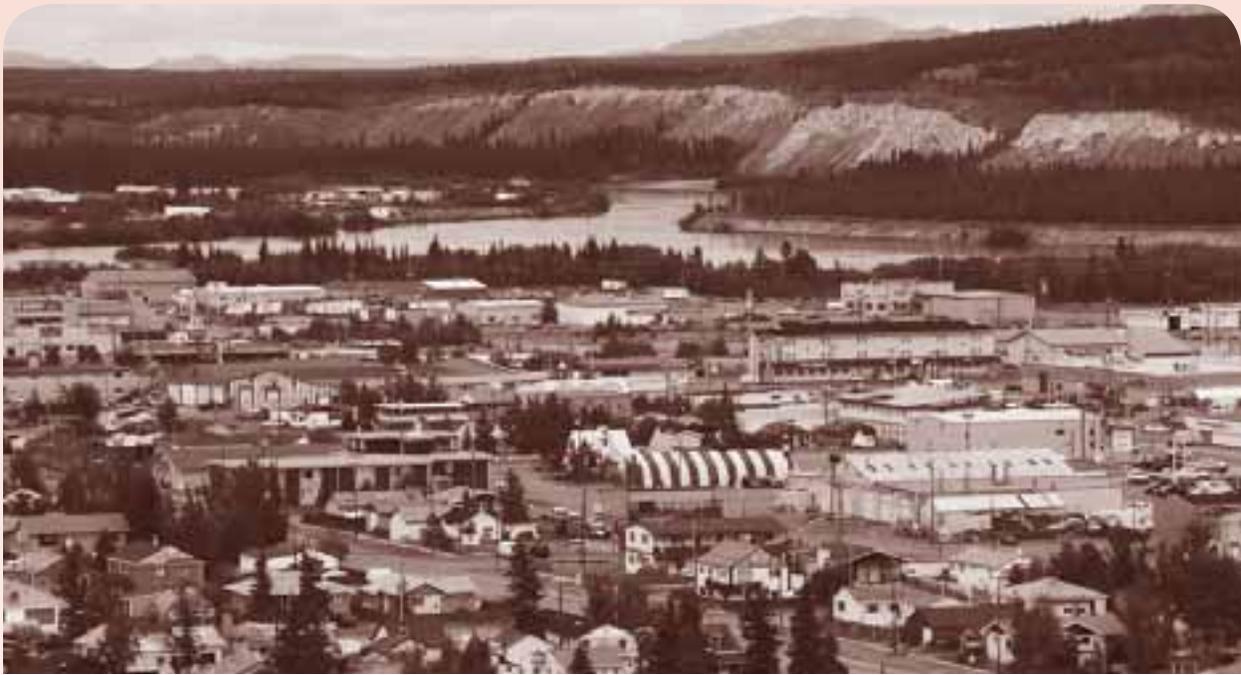
2. Many KDFN band members are not beneficiaries of the KDFN Final Agreement.

Specific provisions were needed to make sure that all band members and beneficiaries could be properly represented as citizens under one KDFN government.

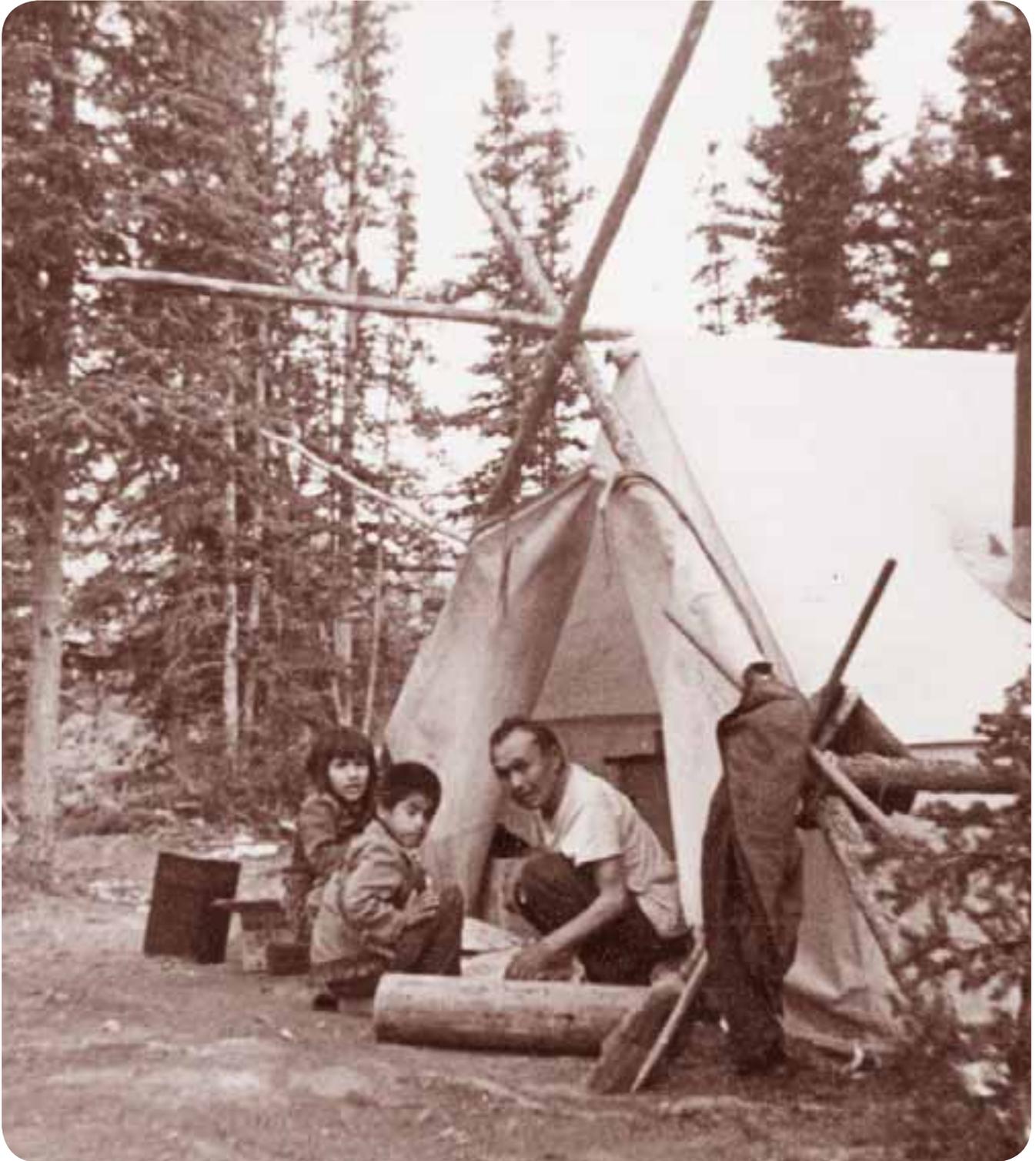
3. KDFN has a long history and strong association with the Yukon River and Whitehorse waterfront. KDFN and Government had to agree on:

- what land would be used to bring Kwanlin Dün's presence back to the waterfront;
- how much funding Government would provide for construction and development of a cultural centre on that land;
- how to recognize and display Kwanlin Dün history and heritage in downtown Whitehorse;
- how KDFN would become part of waterfront planning with the City of Whitehorse; and
- how KDFN would be involved in protecting the water and fish in the Yukon River.

4. KDFN had an outstanding court action against Canada and potential disagreements in relation to the relocation to McIntyre. These needed to be resolved.



KWANLIN DÜN FIRST NATION FINAL AGREEMENT



The Kwanlin Dün First Nation Final Agreement is over 500 pages long and divided into 28 different chapters. There is also a land appendix and volume of maps which provide details on the land KDFN will own.

The Final Agreement will provide certainty in relation to land and resource ownership rights for KDFN. The agreement will also provide benefits in the form of financial compensation and economic opportunities.

This agreement will be voted on by Kwanlin Dün beneficiaries as part of Ballot 1.



Chapter 1 DEFINITIONS

Chapter 1 defines the various terms that are used throughout the Final Agreement. These definitions help prevent confusion about what the Final Agreement means.

The terms that are defined in the agreement always start with capital letters. If someone reading the full Final Agreement does not understand a term with capital letters, they can look at the definitions to learn more about what the term means.

Here are some of the terms from the agreement that are used in this summary.

“Kwanlin Dün” means a person, or persons, enrolled under the Final Agreement according to the criteria established in Chapter 3 – Eligibility and Enrollment. In this summary publication, the term “beneficiary” and “Kwanlin Dün” mean the same thing.

“KDFN” refers to the government of Kwanlin Dün First Nation.

“Government,” can mean the Government of Canada, the Government of Yukon, or both. It depends on which government has responsibility for the matter being discussed.

“Canada” means the Government of Canada and “Yukon” means the Government of Yukon.

Other definitions used in the Final Agreement and the Self-Government Agreement are on page ii.

Chapter 2 GENERAL PROVISIONS

Chapter 2 of the Final Agreement makes sure that the rights of KDFN beneficiaries under the Final Agreement will be protected under Canada's constitution. Chapter 2 also describes how many important things in the Final Agreement will take place. It describes how:

- the Final Agreement comes into effect;
- rights under the Final Agreement are protected;
- the Final Agreement provides certainty as to the extent of aboriginal rights;
- the Final Agreement can be amended if Government and KDFN agree;
- members of the boards established as part of the Final Agreement are appointed (*see box below*);
- overlapping claims are resolved among First Nations; and
- the Final Agreement is ratified.

One of the main objectives of the Final Agreement is to provide KDFN and Governments with certainty regarding KDFN aboriginal title and rights in the Yukon. Chapter 2 outlines that:

- current aboriginal title and rights will continue to exist in relation to the surface of all KDFN Category A and B Settlement Land, to the extent that they are consistent with the Final Agreement; and
- aboriginal title and rights will be released on Non-Settlement Land and Fee Simple Settlement Land.

Overall, the Final Agreement provides KDFN with a clearly defined package of rights and benefits.

APPOINTMENTS TO BOARDS

Most of the First Nation nominees to the boards and committees identified in the Final Agreement are nominated by either the Council of Yukon First Nations or KDFN.

As the Kwanlin Dün First Nation Final Agreement includes all of the provisions of the Umbrella Final Agreement (UFA), nominations for boards and committees follow the process outlined in the UFA. The UFA was signed in 1993 by the Council of Yukon Indians (now called the Council of Yukon First Nations). At the time, it represented all Yukon First Nations. Therefore, CYFN was identified as the body to nominate people to Yukon-wide boards on behalf of Yukon First Nations. This

includes boards such as the Yukon Water Board, the Surface Rights Board and the Yukon Heritage Resources Board.

KDFN usually nominates the First Nation members of boards and committees that deal specifically with issues related to Kwanlin Dün's Traditional Territory (such as the Ibex Renewable Resource Council). In some cases, KDFN and other Yukon First Nations may jointly nominate First Nation members to a board if the board will be dealing with matters affecting their traditional territories (such as members for a regional land use planning commission or a Special Management Area steering committee).



Chapter 3 ELIGIBILITY AND ENROLLMENT

Chapter 3 of the Final Agreement determines who may benefit from the Final Agreement and outlines the procedures someone needs to go through to enroll as a beneficiary.

If a person meets the criteria in Chapter 3, then they can be enrolled as a beneficiary of the Final Agreement.

For example, if the person was at least 25% Indian ancestry and lived in the Yukon between 1800 and 1940, they might be eligible to be a beneficiary. People who are descendants or adopted children of that person are also eligible. Chapter 3 lists other criteria for becoming a beneficiary.

A person cannot be a beneficiary of more than one Yukon First Nation Final Agreement. It is up to each eligible person to enroll as a beneficiary of a First Nation.

Chapter 4 RESERVES AND LAND SET ASIDE

This chapter sets out how KDFN will own the Old Village *Indian Act* Reserve and Land Set Aside parcels in the future. Land Set Aside is land that Canada set aside for First Nations, generally for residential use.

If the Final Agreement is ratified:

- The Old Village (also called “Lot 226”) will be kept by KDFN, and become a “retained Reserve.” As a retained Reserve, the Old Village will be just like Category A Settlement Land except that it will continue to be considered as “lands reserved for the Indians” within the meaning of 91(24) of the Constitution of Canada;
- The majority of the McIntyre subdivision is Land Set Aside. It will be recognized as an *Indian Act* Reserve briefly for tax remission purposes and then will become Settlement Land;
- Other Land Set Aside will become Settlement Land; and
- As part of settling the court action related to Lot 226, Canada will pay KDFN \$6 million and KDFN will release its interest in a small piece of Range Road and a small piece of Takhini Trailer Park. Both of these were once part of the original Lot 226 *Indian Act* Reserve. This is outlined in an agreement that KDFN and Canada negotiated called the Collateral Agreement which is being voted on as part of Ballot 2 (*see pages 60-61*).

Chapter 5 TENURE AND MANAGEMENT OF SETTLEMENT LAND

This chapter of the Final Agreement describes how Settlement Land will be owned and managed by KDFN.

There are three kinds of Settlement Land: Category A, Category B, and Fee Simple. Chapter 5 of the Final Agreement describes the rights that come with each kind of Settlement Land.

Category A Settlement Land (647.5 km² or 62% of KDFN Settlement Land)

- KDFN owns both the surface and sub-surface rights. This means that on Category A lands, KDFN owns the surface of the land and owns what is below the surface, such as minerals and oil and gas.
- Kwanlin Dün are the only people with the automatic right to hunt on this land. All other people require permission from KDFN to hunt on Category A lands.
- Any aboriginal rights, titles and interest on this land continue to be in effect to the extent consistent with the Final Agreement.

Category B Settlement Land (395.29 km² or 37% of KDFN Settlement Land)

- KDFN owns the surface of the land but does not own what is below the surface.

- Any aboriginal rights, titles and interest on this land continue to be in effect to the extent consistent with the Final Agreement.

Fee Simple Settlement Land (0.09 km²)

- KDFN will own this land in much the same way as an individual would own land. Most Fee Simple Settlement Land is land which has been privately owned at some time.
- KDFN does not maintain any aboriginal rights, titles or interest on fee simple lands.

Another way of looking at Settlement Land

Settlement Land is further organized into three groups:

- Community Lands (“C-lands”) are those located within or near city limits (*map on page 13*).
- Site Specific Lands (“S-sites”) are smaller parcels selected to cover specific interests such as existing cabins or campsites (*map on page 14*).
- Rural Lands (“R-blocks”) are generally those outside city limits (*map on page 15*).

Appendix A of the Final Agreement describes the details of each parcel of Settlement Land.

Appendix B of the Final Agreement contains the maps of the Settlement Land parcels. Maps can also be viewed at the Ratification Committee office or on its website. (*Contact information is located at the beginning of this document.*)

HOW TO READ A LAND CLAIM MAP

Each proposed parcel of KDFN Settlement Land is designated with a unique label.

The first letter in land selections is R, S or C.

C = Community Land. Ranges in size from less than 1 to 500 hectares.

S = Site Specific. Generally comparable in size with other existing rural residential or agricultural lots (averaging between .1 to 65 hectares).

R = Rural Blocks. Generally larger parcels (65 to 13,800 hectares).

This number designates each parcel in sequence.

R-1A was the very first parcel proposed by KDFN during negotiations.

R-2A would have been the second parcel.

S-125FS was the 125th Site Specific parcel proposed by KDFN during negotiations.

This designates the parcel as Category A, B or FS.

A = Category A Settlement Land

B = Category B Settlement Land

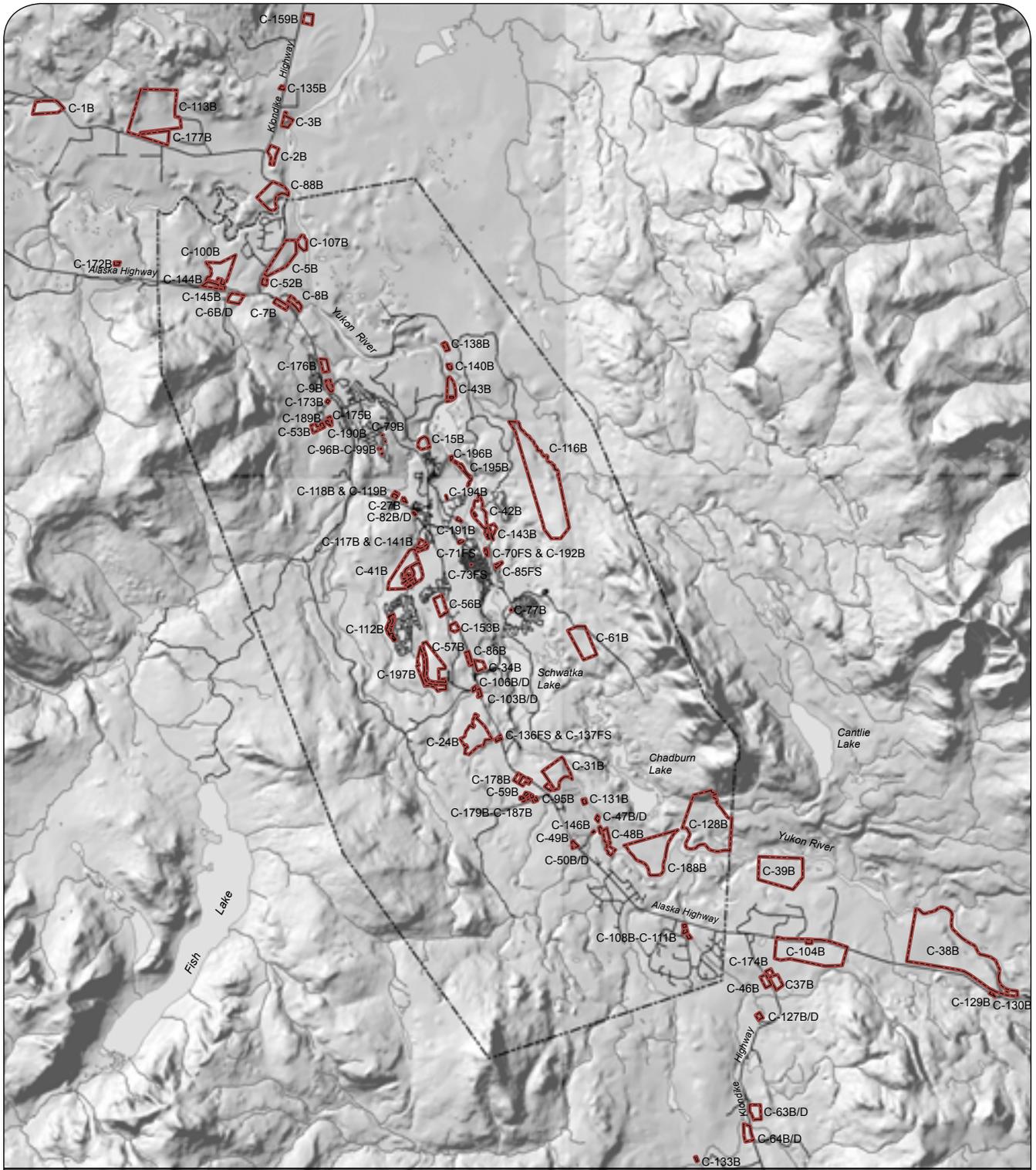
FS = Fee Simple Settlement Land

The letter D designates that the parcel is Developed.

This normally means that there is an existing house, cabin or other such improvement on the parcel.

If there is no D designation, it means that the parcel is currently undeveloped.

In the future, parcels can be designated as Developed after homes or buildings are built on the lands.

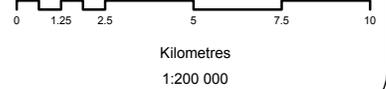


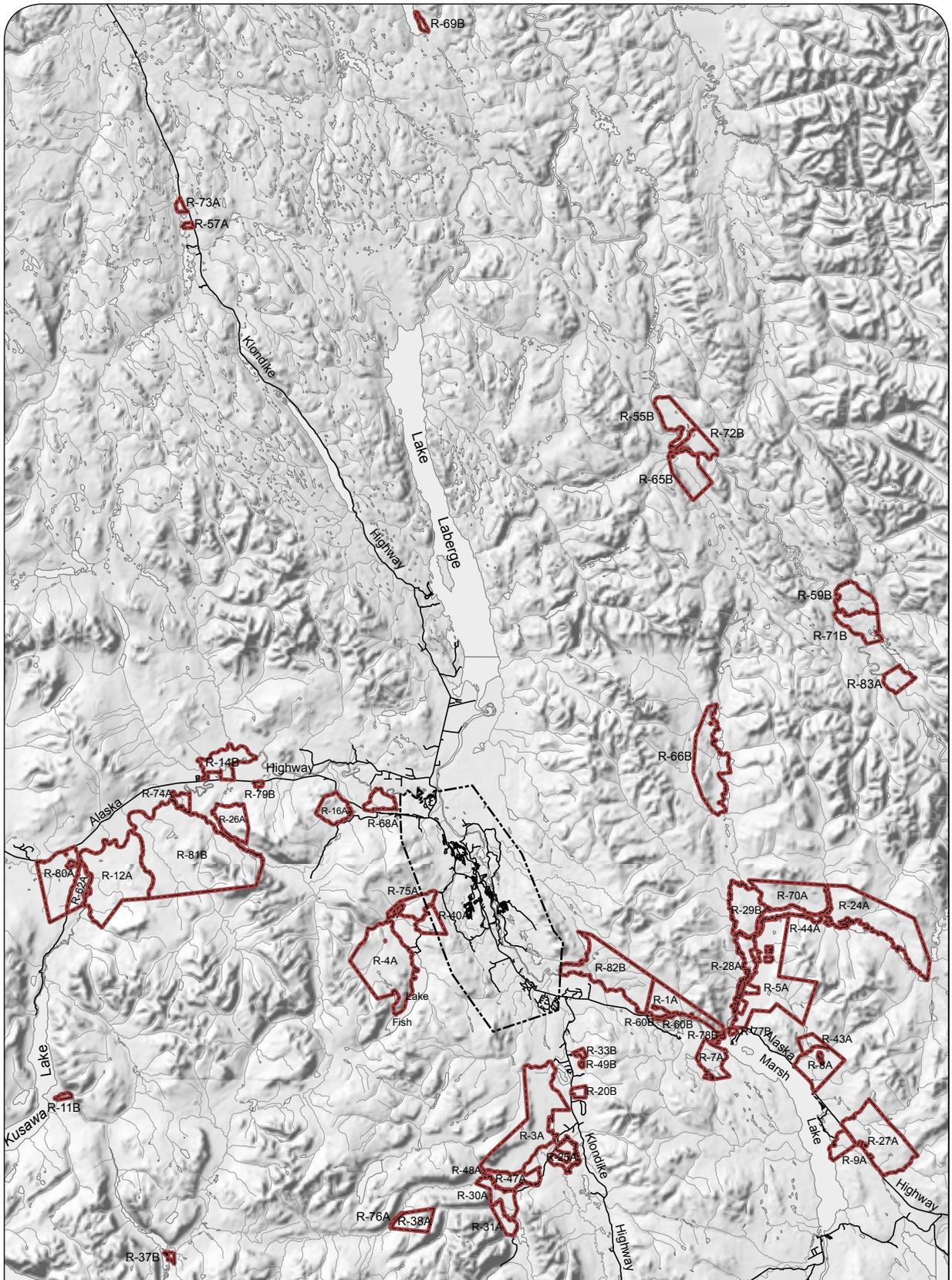
Legend

-  Kwanlin Dun First Nation Community Land
-  City Limits



**Kwanlin Dun First Nation
Settlement Land - Community Land**

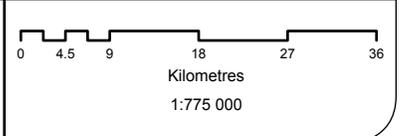




Legend

- Kwanlin Dun First Nation Rural Block
- City Limits

Kwanlin Dun First Nation Rural Settlement Land



Chapter 6 ACCESS

Chapter 6 of the Final Agreement describes the rights Kwanlin Dün beneficiaries have to continue to go on and use Crown Lands.

This chapter also describes how members of the public or Government can access KDFN Settlement Land. It describes exactly who is allowed to go on and use the different kinds of KDFN Settlement Land, and for what reasons.

Kwanlin Dün rights of access to Crown Land

Kwanlin Dün will continue to have similar rights of access on Crown Land as they have now.

Government access on Kwanlin Dün First Nation Settlement Land

Government can go on or stay on Settlement Land that is undeveloped for the following reasons:

- to deliver, manage and maintain its programs and projects (for example, to survey wildlife populations or to collect soil or vegetation samples); and

- to make changes to lands and water courses by earthmoving equipment, for routine or emergency maintenance of roads and highways (for example, to replace a washed-out bridge or road section).

Companies that provide utilities, such as electricity and telephone services, can also enter, cross or stay on this land, but KDFN must be consulted before this happens.

Public and commercial access to Kwanlin Dün First Nation Settlement Land

The public has the right, without the consent of KDFN, to go on, cross and stay on undeveloped Settlement Land for a reasonable amount of time for all non-commercial recreational purposes.

The public also has the right, without the consent of KDFN, to go on, cross and stay on undeveloped Settlement Land to reach bordering Non-Settlement Land for commercial or non-commercial purposes if:

- the access is of a casual or insignificant nature; or
- the route they are using is generally known and used, and their use of the route will not significantly change it.





The public must get consent from KDFN for access to all developed Settlement Lands.

All registered trappers will be able to work their traplines and use their trapline cabins on KDFN Settlement Land without fee.

Disputes

Disagreements about access can be referred to the Surface Rights Board for resolution (*see page 18*).

Chapter 7 EXPROPRIATION

This chapter sets out how Government can acquire Settlement Land that it may need for projects that are in the public interest (this is called “Expropriation”). The process uses the usual laws that apply to the expropriation of land by Government, but adds on extra requirements to protect KDFN’s interests.

A principle of Chapter 7 is that Government will try to avoid the need to acquire any KDFN Settlement Land.

If Government does need KDFN land, it must provide money or other land in exchange. In other words, Government will have to compensate KDFN for the land Government acquires.

Chapter 7 ensures that the amount of compensation will be negotiated with KDFN. If KDFN and Government do not agree on how much money should be paid, or how much land should be given in exchange, Chapter 7 also sets out a process to solve this disagreement.

Chapter 8 SURFACE RIGHTS BOARD

Chapter 8 of the Final Agreement directs Government to enact surface rights legislation and create a Surface Rights Board at the same time the first Yukon First Nation Final Agreements were made legal. These steps were completed under other First Nation agreements so the legislation and board are now in place.

The Surface Rights Board has the power to resolve disputes over:

- access to privately owned land, including Settlement Land; and
- competing rights of surface and sub-surface uses of land, including Settlement Land.

For example, if a mining company has staked a mining claim on Category B Settlement Land it has the right to mine the sub-surface minerals. If the First Nation which owns these lands wants to develop the same area into a gravel pit, there could be an access conflict. If those involved cannot agree, the Surface Rights Board may be asked to make a ruling.

An order of the Surface Rights Board has the same legal effect as an order from the Yukon Supreme Court.

The Surface Rights Board can have up to 10 members. Half of the people appointed to the board will be nominated by the Council of Yukon First Nations, and the other half by Government. The majority of the members must live in the Yukon.

Chapter 9 SETTLEMENT LAND AMOUNT

The clauses in Chapter 9 that come from the Umbrella Final Agreement define the total amount of Settlement Land that is to be allocated by the 14 Yukon First Nations. The chapter also establishes guidelines that were used to guide KDFN's selection of different types of Settlement Land. As this chapter primarily deals with the selection of Settlement Lands, most of this chapter has already been implemented.

KDFN will own over 1,040 km² of Settlement Land. About 35 km² of this land is located within the City of Whitehorse, some of it on the Whitehorse waterfront.

Approximately 647.5 km² of Settlement Land will be Category A Settlement Land. KDFN will own the surface of this land, and what exists below the surface, such as minerals, oil and gas. Kwanlin Dün beneficiaries are the only people with the right to hunt on this land. All other people will require permission from KDFN.

The remaining land will be either Category B Settlement Land or Fee Simple Settlement Land.

KDFN will retain any aboriginal rights and titles to Category A and Category B Settlement Land to the extent consistent with the Final Agreement.





Chapter 10 SPECIAL MANAGEMENT AREAS

Chapter 10 aims to maintain and protect important areas in the Yukon by establishing Special Management Areas (SMAs). These areas include national and territorial parks, habitat protection areas, wildlife sanctuaries and other areas in need of protection. Special Management Areas are to be set up in a way that respects the rights of KDFN and Kwanlin Dün beneficiaries. Land in Special Management Areas is not Settlement Land.

Chapter 10 of KDFN's Final Agreement creates two new Special Management Areas — Kusawa Park and Lewes Marsh Habitat Protection Area. This chapter also sets out:

- how Special Management Areas are established;
- how the rights and interests of KDFN and other Yukon First Nations will be respected; and
- how Special Management Areas will be managed.

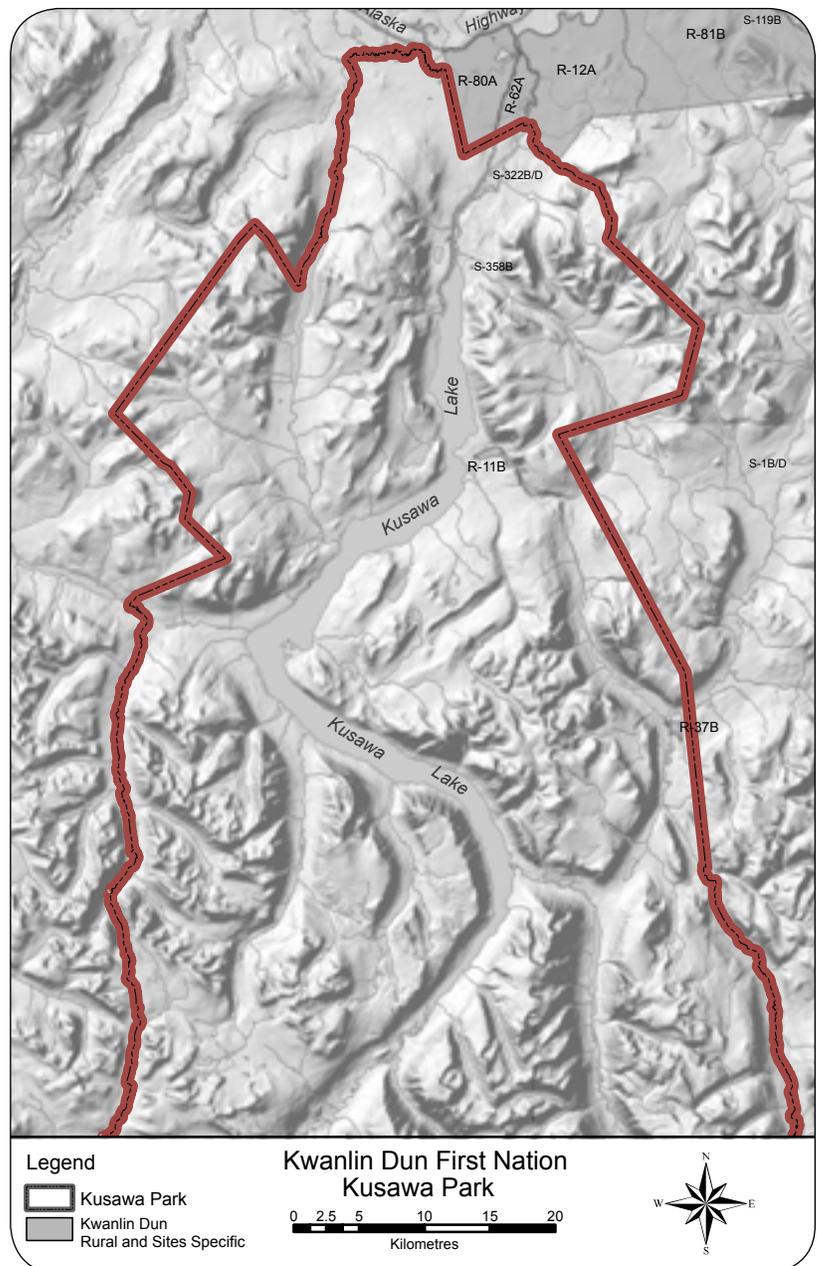
Kusawa Park

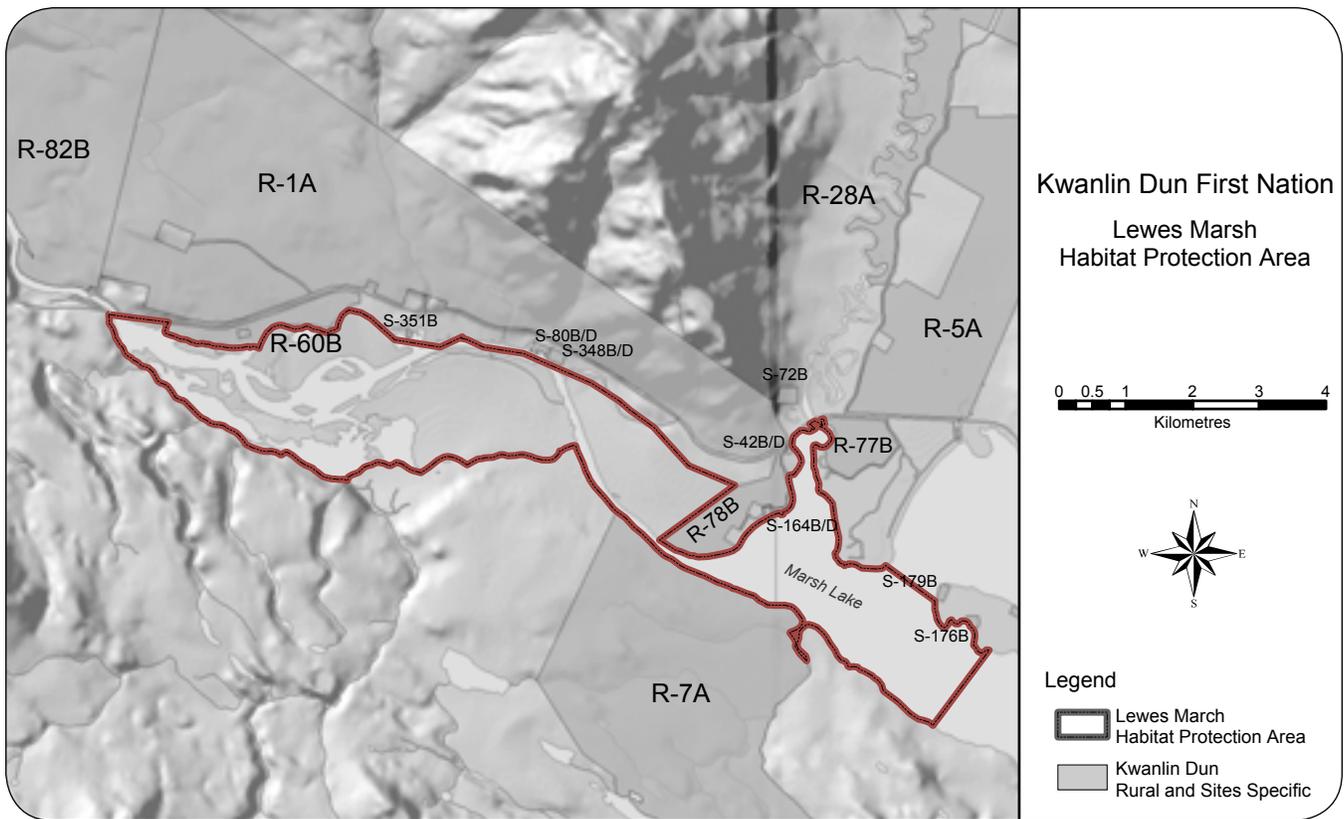
This Special Management Area will protect important physical, biological, recreational and cultural features of the land.

Kusawa Park will be 3,078 km² in area and will extend from the north end of Kusawa Lake to the Yukon-British Columbia border. It is within the traditional territories of KDFN, Carcross/Tagish First Nation and Champagne and Aishihik First Nations.

Kusawa Park is described in Schedule A of Chapter 10. Important points include:

- KDFN, the Carcross/Tagish First Nation and Champagne and Aishihik First Nations will each have one representative on a steering committee. The committee will prepare a management plan for Kusawa Park to determine how the Special Management Area will be managed in the future;
- Kwanlin Dün, Carcross/Tagish and Champagne and Aishihik people can harvest fish and wildlife in the park in the same way as they can in the rest of their traditional territories; and
- The three First Nations will have economic opportunities related to the establishment, construction of facilities, and operation and maintenance of the park.





Lewes Marsh Habitat Protection Area

This Special Management Area protects important migratory bird habitat, including Swan Haven.

It is located at the north end of Marsh Lake and extends from M’Clintock River and surrounding area downstream to the Yukon River bridge on the Alaska Highway. It is 20 km² in area and is within the traditional territories of KDFN, the Carcross/Tagish First Nation and the Ta’an Kwachan Council.

This Special Management Area is described in Schedule B of this chapter. Important points include:

- KDFN, the Carcross/Tagish First Nation, and the Ta’an Kwachan Council will each have a representative on a steering committee. The committee will prepare a management plan to determine how the Special Management Area will be managed in the future;
- Kwanlin Dün, Carcross/Tagish and Ta’an Kwachan people will be able to harvest fish and wildlife in this SMA in the same way as in the rest of their traditional territories; and
- The three First Nations will have economic opportunities related to the establishment and construction of facilities, and the operation and maintenance of the Special Management Area.



Chapter 11 LAND USE PLANNING

KDFN's Traditional Territory has a large percentage of the Yukon's population living in it, and is also very developed. This makes land use planning an important part of this Final Agreement.

Chapter 11 is meant to encourage the development of a common land use planning process for land outside of community boundaries. It is also intended to recognize and protect the cultural values of Kwanlin Dün and ensure sustainable development. The chapter describes processes that KDFN and Government can use to manage, protect and use land and water resources. This includes a commitment to meet yearly to discuss land use planning initiatives, priorities and opportunities.

According to this chapter, regional land use plans that apply to both Settlement Land and Non-Settlement Land can be developed. When this happens:

- a Regional Land Use Planning Commission may be established to develop the regional plan;
- KDFN will nominate up to one-third of the members of any Regional Land Use Planning Commission that deals with any part of its Traditional Territory;
- KDFN and the other relevant First Nations will jointly nominate one-third of the members of the commission if a Regional Land Use Planning Commission deals with more than one Traditional Territory; and
- a regional land use plan cannot be approved without KDFN's agreement.

As well, sub-regional or district land use plans within the Traditional Territory of KDFN may be developed jointly by Government and KDFN. In the event a commission is established to deal with a sub-regional or district land use planning process that includes any part of the KDFN Traditional Territory, one third of the members will be nominated by KDFN and any other First Nations whose traditional territories are affected.

Chapter 12 DEVELOPMENT ASSESSMENT

Chapter 12 applies to all of the Yukon. It directs Government to introduce legislation to create one Development Assessment Process for all of the Yukon. The purpose of this assessment process is to ensure activities and projects that might have adverse impacts on the Yukon's environment, culture, people or communities are carefully reviewed. The process is designed to prevent or lessen any negative impacts from a range of projects and activities.

Government passed legislation in May 2003 to create the process required by Chapter 12. The new legislation is called the *Yukon Environmental and Socio-Economic Assessment Act* (YESAA). Planning is now underway to bring it into effect.

YESAA will apply to projects on both Settlement and Non-Settlement Land. It will apply to:

- proposed projects such as mining, logging, hydro-electricity and road construction;
- significant changes to existing projects in the Yukon; and
- projects located outside the Yukon which may significantly affect the Yukon.

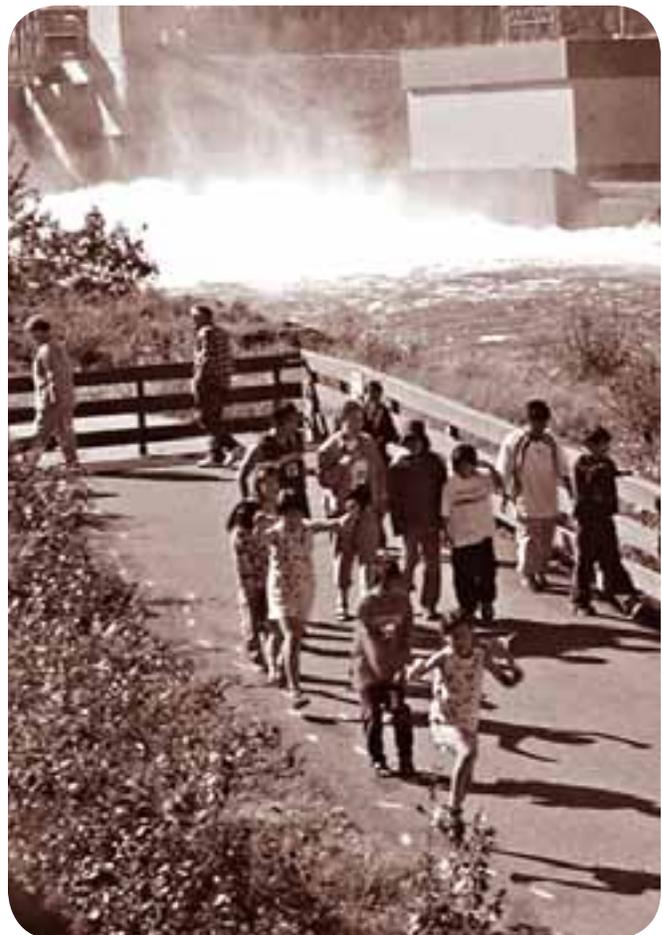
The people, committees or panel reviewing a proposed project are required to consider:

- the need to protect the rights of Yukon Indian people under final agreements;
- the special relationship between Yukon Indian people and the wilderness environment of the Yukon;
- the cultures, traditions, health and lifestyles of Yukon Indian people and other residents of the Yukon;
- the interests of Yukon residents and Canadians outside the Yukon;
- alternatives to avoid or minimize significant adverse environmental or socio-economic effects; and

- measures to mitigate or compensate for significant adverse environmental and socio-economic effects.

When a project is located wholly or partially on KDFN Settlement Land, KDFN will be required to make a decision on whether or not the project can proceed (or proceed with changes based on the review). If a project on Settlement Land requires an approval or other Government authorization, or if it involves mining or oil and gas activities on Category B or Fee Simple Settlement Land, then Government will also be a decision maker.

If both KDFN and Government need to make a decision on the same project, they are required to consult with each other to try and make their decision documents consistent. If their decisions happen to conflict, each party will maintain its decision-making authority for areas under their jurisdiction.



Chapter 13 HERITAGE

Chapter 13 aims to promote public awareness, appreciation and understanding of all aspects of culture and heritage in the Yukon, including the culture and heritage of KDFN. It is also designed to provide equitable involvement of Yukon First Nations and Government in the management of heritage resources in the Yukon.

Chapter 13:

- outlines how KDFN will participate in managing heritage resources in its Traditional Territory;
- addresses how Government will assist KDFN to develop, manage and bring back its heritage resources;
- defines the ownership, management and protection of heritage burial sites in KDFN's Traditional Territory; and
- provides for economic opportunities for KDFN at designated heritage sites and other facilities related to heritage resources.

The chapter also establishes the Yukon Heritage Resources Board which has 10 members (five are nominated by the Council of Yukon First Nations). This board is already in place.

Highlights of specific measures

- **Kwanlin Dün Cultural Centre:** The Government of Yukon will provide \$1.25 million to KDFN for the planning, development and design of a cultural centre on Settlement Land on the Whitehorse Waterfront.

Through the Collateral Agreement, Canada will also provide \$6 million to KDFN, which KDFN may use to develop the cultural centre (*see pages 60-61*).

- **Kwanlin Dün Waterfront Heritage Working Group and Plan:** A working group with representatives from KDFN, Canada and Yukon will plan and prepare a written and pictorial presentation of Kwanlin Dün history on the Whitehorse waterfront. The project will include signs and permanent displays in public locations along the Whitehorse waterfront to promote public awareness, appreciation and understanding of Kwanlin Dün history.

Heritage Canada will receive \$650,000 to support the working group's activities and projects. This commitment of funding is separate from the Final Agreement.

- **Language and oral history promotion:** Yukon and KDFN can develop ways to promote the languages of Southern Tutchone and Tagish and the oral histories, legends, and cultural knowledge of Kwanlin Dün.
- **Canyon City Historic Site:** Canyon City will be designated as a Historic Site under the Yukon's *Historic Resources Act*.

This designation will help to protect, conserve and raise public awareness of the natural and cultural resources at Canyon City related to the Klondike gold rush and to the culture and history of Kwanlin Dün.

KDFN will participate in the preparation of a management plan that will determine the way the site will be managed in the future.

KDFN will have economic opportunities related to the management of the site.



Chapter 14 WATER MANAGEMENT

The objective of this chapter is to keep the Yukon's water in its natural condition in order to ensure that it can be used by future generations. It provides the Yukon's Water Board with new rules for making decisions on water licenses that might affect the water rights of Yukon First Nations.

Chapter 14 of the Final Agreement sets out that:

- Kwanlin Dün can use water for traditional use in the Yukon (subject to the laws which generally apply to water use) without a fee;
- KDFN can use water which is on or flowing through its Settlement Land;
- the Water Board will settle disputes about the issuance of water licences, and decide on compensation if losses or damages to water rights occur;
- the Council of Yukon First Nations will nominate one-third of the members of the Water Board; and
- a Yukon River Watershed Management Working Group will be created to make recommendations to promote public awareness, appreciation and responsible use of water, and to protect and enhance freshwater fish and salmon and their habitat. Two members of the four-member working group will be nominated by KDFN.



Chapter 15 BOUNDARIES AND MEASUREMENTS

This chapter describes how land should be surveyed, so that the locations of KDFN Settlement Land parcels are surveyed and mapped correctly. It also provides KDFN with economic opportunities associated with the surveying of its Settlement Land.

Chapter 15 sets up a KDFN Settlement Land Committee. This committee will confirm the final boundaries of Site Specific Settlement Land parcels, choose which Settlement Land will be surveyed first, and decide if Kusawa Park and the Lewes Marsh Habitat Protection Area will be surveyed.

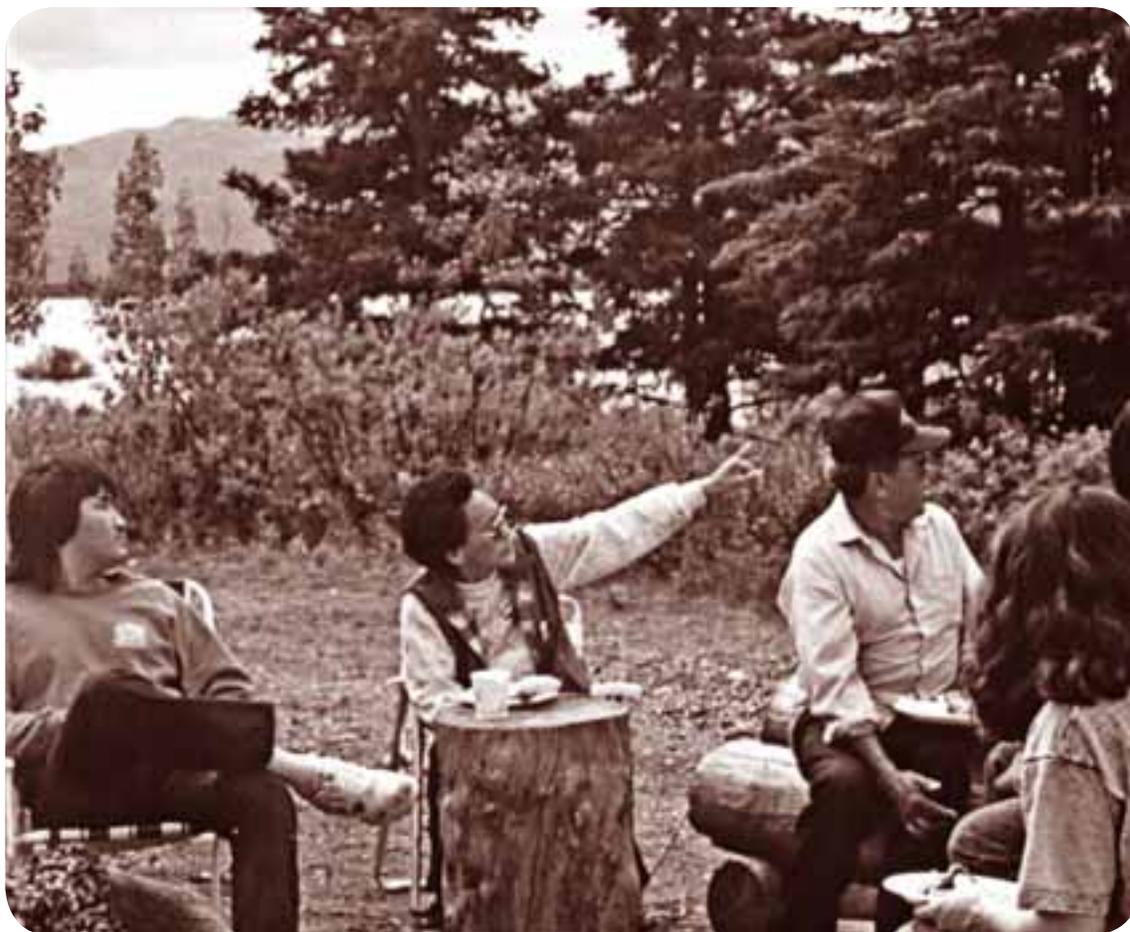
Chapter 16 FISH AND WILDLIFE

Chapter 16 addresses the management, use and conservation of fish and wildlife populations in the Yukon.

The main objective of this chapter is the conservation of fish and wildlife and their habitats. It sets out the rights of Yukon First Nations and Yukon Indian people to use and harvest fish and wildlife and to participate in managing fish and wildlife, and defines certain rights of other Yukon residents.

Under Chapter 16, Kwanlin Dün beneficiaries have the right to harvest as much fish and wildlife as they need for food and ceremonial purposes at any time on Kwanlin Dün Settlement Land, and on





vacant Crown Land that is within their Traditional Territory.

In times when fish or wildlife harvesting must be limited for conservation or public health and safety reasons, KDFN's subsistence needs will be given priority over other harvesting activities.

A Kwanlin Dün beneficiary who wishes to hunt or fish in another Yukon First Nation's Traditional Territory will have to ask for permission from the other Yukon First Nation. Or the beneficiary can purchase a hunting or fishing license and harvest, like other Yukon residents, according to the Yukon's *Wildlife Act*. Beneficiaries from other First Nations will have to ask KDFN's permission to hunt or fish in KDFN's Traditional Territory or get a hunting or fishing license.

Approximately 70% of traplines in KDFN's Traditional Territory will be held by Yukon Indian people and aboriginal people who are beneficiaries

of agreements that cross into the Yukon from neighbouring jurisdictions.

A trapper who has a trapline on Settlement Land can exercise his or her rights as a trapper without a fee. This includes the right to construct and occupy cabins on Settlement Land for the use of the trapline.

An outfitter can cross and make necessary stops on Settlement Land to reach an outfitting area without the consent of KDFN, and can set up a temporary camp and graze horses. The outfitter cannot hunt on Settlement Land or set up a permanent camp without permission.

Anyone can enter and stay on KDFN's Undeveloped Category B Settlement Land for non-commercial hunting and fishing without KDFN's consent. They must obey relevant Yukon and federal laws.

People must get consent from KDFN to hunt on any Category A and developed Category B Settlement

Lands. For fishing, KDFN controls access on Category A or Category B Settlement Lands to the areas where it owns the beds of waterbodies, where there is no waterfront right-of-way in place. If permission for hunting and fishing is granted, people must obey any relevant rules KDFN may have in place.

Chapter 16 also sets out:

- A Yukon-wide fish and wildlife management board is to be set up to manage the fish and wildlife populations in all of the Yukon. This board has already been created. Of the 12 board members, six are nominated by Yukon First Nations.
- A Salmon Sub-Committee of the Yukon Fish and Wildlife Management Board has been created as the main instrument of salmon management in all of the Yukon. This sub-committee is made up of two Board members and two new appointees.
- Yukon First Nations, the Yukon Fish and Wildlife Management Board, Renewable Resources Councils, and Government will participate in the management and use of furbearers.

Highlights of specific measures

- A Renewable Resources Council will be established in the KDFN's Traditional Territory as the main body for local renewable resources management, including fish and wildlife management. KDFN's council will be named the Ibex Renewable Resources Council and will have six members, three of whom will be nominated by KDFN.
- **Total allowable harvest:** If a limit is placed on the number of moose or caribou that can be harvested in KDFN's Traditional Territory, KDFN will receive either 75% of the moose and caribou allowed to be harvested, or the number needed to satisfy its subsistence needs, whichever is less.
- **Freshwater fish needs of KDFN:** If requested to do so by KDFN, KDFN and Government will

undertake a review of freshwater fish food needs of Kwanlin Dün in selected lakes and streams of its Traditional Territory. The Final Agreement sets out the process to undertake the assessment and develop a management plan if necessary.

- **Traditional Use Renewal Program:** Yukon will provide KDFN with a contribution of \$150,000 to help it run a Traditional Use Renewal Program for Kwanlin Dün youth and Elders.
- **Southern Lakes Wildlife Coordinating Committee (SLWCC):** This committee will be created to coordinate the management of caribou, moose, sheep and other wildlife populations and their habitats in the Southern Lakes area. The committee will be made up of three to nine members, with at least one member each from Canada, Yukon and KDFN. The SLWCC will make recommendations to the Yukon, British Columbia, federal, and First Nations governments, on any matters affecting the wildlife and habitats listed above.
- **Whitehorse Fishway Redevelopment Project:** Under the Memorandum Regarding Certain Financial and Other Arrangements (*see pages 40-41*). Canada will provide a one-time payment of \$100,000 to KDFN to support KDFN's participation in the Whitehorse Fishway Redevelopment Project planned by Yukon Energy Corporation and its partners.



Chapter 17 FOREST RESOURCES

Chapter 17 of the Final Agreement ensures KDFN will own, manage and protect the forest resources on its Settlement Land.

In addition, this chapter sets out that:

- at any time, Kwanlin Dün will be able to harvest forest resources on Crown Land for traditional pursuits of hunting, fishing, trapping and gathering, and the practice of traditional customs, such as the making of traditional handicrafts and tools;
- Kwanlin Dün will also have the right to harvest up to 500 cubic metres of wood per year on Crown Land for non-commercial community purposes, without a fee. This equals approximately 138 cords of wood. The harvesting cannot conflict with other activities permitted by Government;
- the Ibx Renewable Resources Council (established under Chapter 16 of the Final Agreement) can make recommendations to Government and KDFN on forest resources management within KDFN's Traditional Territory;
- Government will continue to fight forest fires on Settlement Land for five years after the effective date of the Final Agreement. However, under the Devolution Transfer Agreement, the Yukon has agreed to continue to fight forest fires on Settlement Land after this five-year period is over, unless KDFN and Yukon make other arrangements; and
- KDFN will have economic opportunities related to forest resources including contracting, silviculture, and employment of fire fighting personnel.



Chapter 18 NON-RENEWABLE RESOURCES

Chapter 18 of the Final Agreement deals with the ownership and use of non-renewable resources by First Nations, Government, and other parties.

Non-renewable resources are resources which can never be replaced in their original form (or “renewed”) once they have been used. Minerals, gravel, metal, coal, oil and gas are all examples of non-renewable resources.

“Mineral right” means any license or permit that allows someone to explore, develop, produce and transport minerals. It also includes the right to go on land for those purposes.

This chapter sets out that:

- as a general principle, Government will try to avoid using and locating gravel quarries on KDFN Settlement Land;
- government will have two years to identify additional gravel quarries on six particular Settlement Land parcels that are described in this chapter;
- if Government no longer needs a gravel quarry that is located on Settlement Land, KDFN can ask Government to restore the quarry in line with commonly accepted land use standards;
- if a person has a mineral right on KDFN Settlement Land at the time the Final Agreement comes into effect, that person can continue to exercise that mineral right;
- if a person is granted a new mineral right on Category B or Fee Simple Settlement Land after the Final Agreement takes effect, they will have a right of access on that parcel without KDFN’s permission as long as the work does not involve heavy equipment or affect the land more than hand labour methods would. Otherwise, they must get permission from KDFN;
- only KDFN can grant a new mineral right on Category A Settlement Land as KDFN owns the sub-surface of this land; and
- Yukon First Nations as the owners of Settlement Land, and any person having a mineral right under Settlement Lands, must exercise their rights in a way to avoid any conflicts.

Disputes over access may be referred to the Surface Rights Board (*see page 18*).



Chapter 19 FINANCIAL COMPENSATION

Chapter 19 of the Final Agreement sets out the amount of money that the Government of Canada will pay KDFN as compensation. Canada will pay \$46,974,502 to KDFN over a period of 15 years, tax free.

The chapter also outlines how much money Canada has loaned to KDFN to help KDFN negotiate its Final Agreement, and how this money will be paid back.

The negotiation loan money KDFN owes to Canada will be deducted from the compensation money. The amount KDFN owes is approximately \$24,171,070 (including interest) and it is to be paid over 15 years. This amount includes both KDFN's share of the negotiation loans made to the Council for Yukon Indians, as well as loans made directly to KDFN. The total loan amount also includes money advanced to KDFN Elders as "Elders payments."

In addition to the financial compensation payable under KDFN's Final Agreement, Canada has agreed to pay KDFN a one-time payment of approximately \$6,391,381 under the Memorandum. This is so that the value of the compensation originally set out in the UFA is, in effect, adjusted for inflation during the negotiation of KDFN's agreements. This extra amount is sometimes called the "re-indexation" amount (*see pages 40-41*). Therefore, the total amount of compensation money that KDFN will receive, after it has paid the loans, is \$29,194,813.



Chapter 20 TAXATION

Chapter 20 of the Final Agreement describes what taxes Kwanlin Dün beneficiaries, KDFN, and Settlement Corporations will have to pay after the Final Agreement comes into effect.

The taxation matters in this chapter are very technical and complex. Taxation matters are also addressed in the Self-Government Agreement (*see pages 46*).

Chapter 20 sets out that:

- each Yukon First Nation can establish one or more Settlement Corporations to receive and manage financial compensation money;
- a Settlement Corporation will be exempt from income tax when it carries out a list of certain activities relating to community and social development (such as activities similar to those that a government would provide for its citizens);
- Canada will assist Yukon First Nations with the payment of property taxes on Settlement Land for a ten year period (property taxes are also covered in Chapter 21); and

SETTLEMENT CORPORATIONS

Yukon First Nations can set up Settlement Corporations to carry on certain types of activities like:

- granting mortgages or loans to repair or build homes;
- financing economic development, commercial fishing or traditional harvesting initiatives;
- supporting or providing education and training;
- funding recreational facilities; and
- providing an elders assistance program.



- if Yukon First Nations want to develop their own natural resources on Settlement Land, the first \$20 million of resource revenues among all Yukon First Nations lands will not be taxed.

The chapter also notes that the tax exemption under the *Indian Act* (section 87) will no longer apply to Kwanlin Dün beneficiaries who are resident in the Yukon and it will not longer apply to KDFN reserve lands (i.e. the Old Village).

Although the Final Agreement states the tax exemption would effectively end December 31, 1998, the Memorandum clarifies that the section 87 exemption will continue to apply until KDFN's land claim agreements come into effect (*see pages 40-41*). To simplify tax calculations, any income taxes that might be owing between the date the agreement comes into effect and the end of the same calendar year will also be "remitted" (forgiven).

If a KDFN beneficiary is a status Indian but is not resident in the Yukon, the tax exemptions under section 87 of the *Indian Act* will continue to apply to them on any reserve in Canada (other than on "retained Reserves" identified in a Yukon First Nation Final Agreement).

Canada will pay KDFN \$3.3 million to help deal with the extra costs of moving towards full taxation. The Memorandum clarifies how these payments will be made.

The Collateral Agreement also contains a provision related to income earned to by status Indians. The Collateral Agreement states Canada will "remit" (or forgive) certain income taxes owing on income earned on the McIntyre Land Set Aside (*see pages 60-61*).

Chapter 21 TAXATION OF SETTLEMENT LAND

Chapter 21 of the Final Agreement is about property taxes. It describes how property taxes will apply to KDFN Settlement Land after its agreement comes into effect. Property taxes help pay for the upkeep and delivery of municipal services like snow removal, street lighting and recreational facilities.

Chapter 21 sets out that:

- KDFN will pay property taxes on all Fee Simple Settlement Land;
- Property taxes do not have to be paid on Unimproved Rural Settlement Land. (Unimproved means it is not used for commercial purposes and has no buildings on it other than traditional use buildings, such as cabins, fish racks, caches or tent frames);
- KDFN will pay property taxes on all other Settlement Land, except where specific arrangements have been made for KDFN;
- Settlement Land held by KDFN or a KDFN corporation cannot be taken away for non-payment of property taxes. (If non-payment extends past two years, Government can withdraw services to the land until the taxes are paid.); and

- Local government services (such as water and sewer) may be stopped if the charges for the services are not paid for six months.

Chapter 20 sets out that Canada will assist KDFN with the payment of property taxes on Settlement Land for a 10-year period.

Highlights of specific measures

- **Service fees:** KDFN will pay the same rates for user-pay local government services as are paid by property owners in Whitehorse. These are services provided by the city for a fee, like water, sewer and waste disposal.
- **Local government services:** Canada will transfer to KDFN the monies Canada now spends to pay for property taxes on KDFN housing (over \$400,000 per year).
- **Property tax exemptions:** Most undeveloped KDFN Community Settlement Land will be exempt from property taxes for 15 to 20 years after the effective date of the Final Agreement. Some parcels will be exempt for even longer. These property tax exemptions can be extended if KDFN and Government agree.



Chapter 22 ECONOMIC DEVELOPMENT

This chapter provides KDFN with opportunities to participate in the Yukon economy and develop economic self-reliance. It also ensures that KDFN will obtain economic benefits that arise from its Final Agreement.

Chapter 22 describes a number of general economic development initiatives aimed at benefiting Kwanlin Dün and KDFN. The chapter outlines that:

- a plan will be developed to enable KDFN to benefit from a range of economic development opportunities arising from the implementation of the Final Agreement;
- Government will facilitate training and professional development of Yukon Indian people to help increase their participation in the public service;
- steps will be taken to help KDFN take advantage of contracting opportunities; and
- Government will assist KDFN in making investments in public corporations such as Yukon Development Corporation and Yukon Energy Corporation.

Highlights of specific measures

- **Strategic Economic Development Investment Fund:** Canada will give KDFN a one-time payment of \$5,670,145 for a Strategic Economic Development Investment Fund. This money will be used to fund economic development projects for KDFN.
- **Strategic investments:** KDFN will have the right to acquire up to 25% of the Yukon government's interest in new hydro-electric projects or non-renewable resources projects undertaken within KDFN's Traditional Territory by the Yukon government or its corporations.
- **Alternative energy projects:** KDFN will have the right to acquire up to 25% of the Yukon government's ownership of new alternative energy projects in its Traditional Territory, if the Yukon government seeks public investment in the project.
- **Quarry leases:** KDFN can lease two gravel quarries in the McLean Lake area for KDFN use. If the Yukon develops the Stevens Quarry (located near the MacPherson subdivision) for pit or quarry operations, KDFN or a KDFN firm will be able to remove 1.18 million cubic metres of gravel from this quarry. A conservative estimate of the in-ground value of the gravel is \$4.7 million.



- **Yukon Asset Construction Agreements:** If the Yukon wants to build something in KDFN's Traditional Territory that will cost more than \$3 million, the Yukon and KDFN will complete a Yukon Asset Construction Agreement. A Yukon Asset Construction Agreement can include business, employment and training opportunities for KDFN members and firms. (This provision will apply for 12 years after the agreements come into effect.)
- **Government employment:** Government will prepare a plan to increase the number of aboriginal people employed by Government in KDFN's Traditional Territory.
- **Sale of assets:** The Yukon must provide written notice to KDFN if Yukon is going to publicly sell surplus machinery and equipment that cost the Yukon government \$100,000 or more when it was purchased and that is located in KDFN Traditional Territory. This will ensure KDFN can participate in the disposal of this machinery and equipment.
- **Grader station site:** If the Yukon decides to dispose of the grader station located on the Whitehorse waterfront site, it will let KDFN know so that it has the first chance to acquire a portion of it.
- **F.H. Collins Secondary School site:** If the Yukon decides to dispose of the F.H. Collins site on the Whitehorse waterfront, or any portion of it, it will let KDFN know so that it has the first chance to acquire a portion of it.
- **Commercial freshwater fishing:** KDFN will have the first right to acquire new licenses or permits for commercial freshwater fishing (until KDFN has acquired 25% of the quota of commercial freshwater fish) in KDFN's Traditional Territory.
- **Commercial wilderness adventure travel, commercial freshwater sports fishing, and game farming and fur farming:** KDFN will have the opportunity to acquire up to 25% of the permits that may be issued by Government in KDFN's Traditional Territory if these activities become limited in the future.
- **Outfitting concessions:** KDFN will have the first right to acquire the next outfitting concession that becomes available in KDFN's Traditional Territory.
- **Project agreements:** For projects in KDFN's Traditional Territory that are reviewed by a panel under the *Yukon Environmental and Socio-Economic Assessment Act*, a project agreement that provides employment, business and investment opportunities to KDFN may be negotiated.
- **Traditional Territory economic development plan:** Government and KDFN can work together to prepare an economic development plan for KDFN's Traditional Territory.





Chapter 23 RESOURCE ROYALTY SHARING

Chapter 23 of the Final Agreement describes how KDFN and Government will share resource royalties. A “resource royalty” is money paid to Government when it allows a resource, such as a mineral deposit, to be developed.

All Yukon First Nations will receive a portion of the resource royalties paid to the Yukon for mining and oil and gas development on lands where the Yukon controls the subsurface rights.

KDFN will receive 8.817% of the resource royalties available to Yukon First Nations. For example, if KDFN had had an agreement in place for the 2003-2004 fiscal year, its share of the resource

royalties would have been about \$97,000. The actual amount KDFN will get after it approves its land claim agreements will change from year to year as it depends on the level of resource development in the Yukon.

On KDFN’s Category A Settlement Land, Yukon will collect royalties and other forms of rent for any existing resource interests (such as a mining claim) and pay this money to KDFN. Yukon will continue to set the rate of royalty for these existing claims. Once the KDFN land claim agreements are made legal, KDFN will determine whether or not any new resource developments will be allowed on its Category A lands. If it allows new resource developments, KDFN will set the rate of royalty payments and collect the money directly.

Chapter 24 YUKON INDIAN SELF- GOVERNMENT

KDFN's Self-Government Agreement has been negotiated according to the framework outlined in this chapter of the Final Agreement. This chapter defines the range of powers a self-governing First Nation can acquire and outlines the subjects that can be negotiated as part of a Self-Government Agreement (such as education, health, economic development, taxation, family matters, governance and much more).

The Self-Government Agreement will be voted on separately from the Final Agreement during the ratification vote. *(For more information on the KDFN Self-Government Agreement, see pages 42-49.)*

Chapter 25 TRANSBOUNDARY AGREEMENTS

A “transboundary claim” may occur when a part of a First Nation's Traditional Territory falls outside of the province or territory where that First Nation is primarily based. Transboundary Agreements are agreements that are meant to resolve these types of claims.

Chapter 25 of the Final Agreement describes how Government, the Council of Yukon First Nations and a Yukon First Nation whose Traditional Territory reaches into either British Columbia or the Northwest Territories, would negotiate a Transboundary Agreement.

KDFN does not have a transboundary claim into either British Columbia or the Northwest Territories, and no other First Nation is making a transboundary claim in KDFN's Traditional Territory. Therefore, this chapter does not contain any specific KDFN provisions.



Chapter 26

DISPUTE RESOLUTION PROCESS

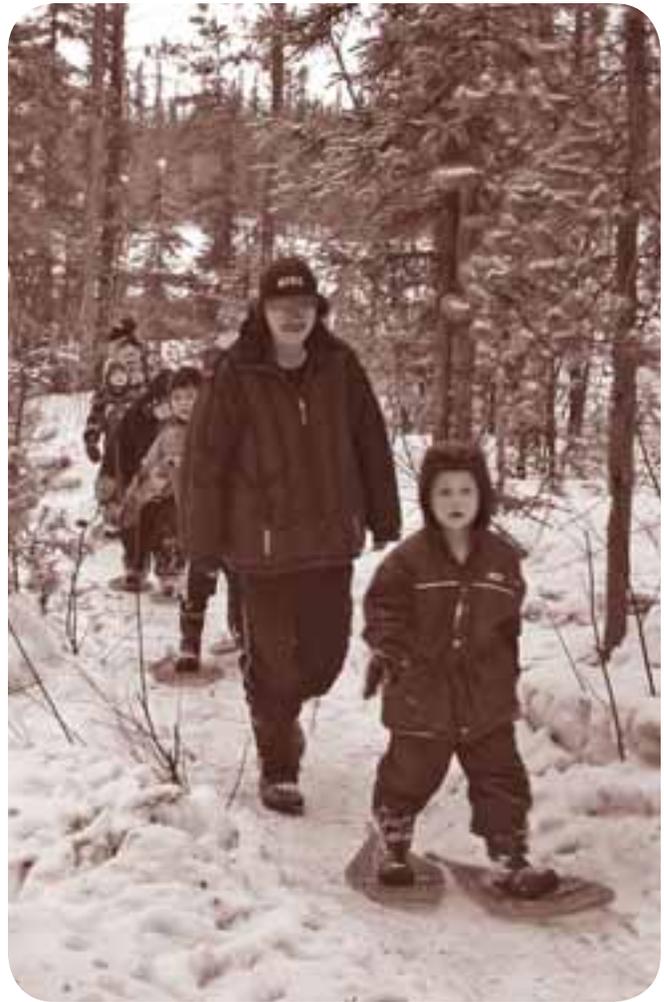
It is possible that sometime in the future, KDFN and Government may not understand the meaning of a part of the KDFN Agreements in the same way. If a disagreement occurs, KDFN and Government have agreed that they should first try to solve their problem outside of the courtroom.

This chapter sets out a dispute resolution process that will be followed if there is a disagreement about the interpretation, administration, and implementation of the Final Agreement, Self-Government Agreement or related legislation.

The first step of the process is mediation. In other words, another person separate from the groups involved in the disagreement tries to help them find a solution.

If mediation cannot solve the problem in a way that satisfies both groups, then the next step is binding arbitration. The groups that are in disagreement choose somebody to hear their arguments and make a decision for them. The decision is final for both groups (in some cases, an appeal of the decision may be made to the Supreme Court of the Yukon).

The Dispute Resolution Board oversees and sets the rules and procedures of the dispute resolution process. The board is made up of three people who are jointly appointed by Government and the Council for Yukon First Nations.



Chapter 27

YUKON FISH AND WILDLIFE ENHANCEMENT TRUST

Chapter 27 of the Final Agreement describes the creation of the Yukon Fish and Wildlife Enhancement Trust. The goal of the Trust is to help restore, enhance and protect fish and wildlife, and their habitat in the Yukon, so that their populations will continue to exist and grow.

The governments of Yukon and Canada, and the Council of Yukon First Nations have collectively contributed \$3.5 million to the Yukon Fish and Wildlife Enhancement Trust.

The Trust is managed by trustees, who are also members of the Fish and Wildlife Management Board.

Chapter 28 IMPLEMENTATION AND TRAINING FOR SETTLEMENT IMPLEMENTATION

Chapter 28 states that Implementation Plans must be put in place for each Yukon First Nation Final Agreement. These plans outline the steps and decisions everyone needs to take to implement the many different provisions in each agreement. This chapter also sets out a process to fund the implementation of the agreements.

The KDFN Final Agreement Implementation Plan has been negotiated by KDFN and Government. This Implementation Plan identifies:

- specific activities and projects required to implement the Final Agreement;

- who will be responsible for specific activities;
- the timing of these activities;
- approaches to inform the public and beneficiaries about the Final Agreement; and
- a process to monitor and evaluate the implementation of the Final Agreement.

Chapter 28 also establishes the Yukon Indian Peoples' Training Trust Fund. Yukon and Canada each contributed the equivalent of \$3.25 million (in 1988 dollars) to the trust fund when it was set up. A Training Policy Committee has been set up under this chapter to manage the fund and to work on First Nation training plans and programs that address implementation needs.



MEMORANDUM REGARDING CERTAIN FINANCIAL AND OTHER ARRANGEMENTS

MEMORANDUM



The Memorandum is found at the end of the full text of KDFN’s Final Agreement as Appendix C. The Memorandum will be voted on by Kwanlin Dün First Nation beneficiaries on Ballot 1.

The Memorandum is between KDFN and Canada (the Yukon is not involved). It deals with financial and tax matters and has four parts.

Part 1 Financial Arrangements in Relation to Indexation

Under this part, Canada agrees to pay KDFN \$6,391,381. This amount is in addition to the compensation amount provided in the Final Agreement (*see page 31*). The amount in KDFN’s Final Agreement is based on the compensation amounts agreed to in the Umbrella Final Agreement (UFA). However, the UFA compensation amount was fixed at 1997 levels. This extra amount in the Memorandum is sometimes called the “re-indexation” amount. It represents the increase in value of the compensation from February 14, 1997 to March 31, 2002. In other words, it means KDFN’s compensation amount continued to be adjusted for inflation during the negotiation of KDFN’s land claim agreements.

Part 2 Financial Arrangements in Relation to Certain Payments Contemplated by Chapter 20 – Taxation

Under Chapter 20 of the Final Agreement, Canada agrees to pay Yukon First Nations additional money to help deal with the extra costs of moving towards full taxation. This part of the Memorandum sets out the details of how Canada will pay KDFN

its \$3.3 million share of that money. Most of this money will be paid out on the Effective Date of the Final Agreement. The remainder will be paid, with interest, over the following three years.

Part 3 Financial Arrangements in Relation to the Whitehorse Fishway Redevelopment Project

Under this part, Canada commits to pay \$100,000 to KDFN to participate in the Whitehorse Fishway Redevelopment Project (*see page 28*).

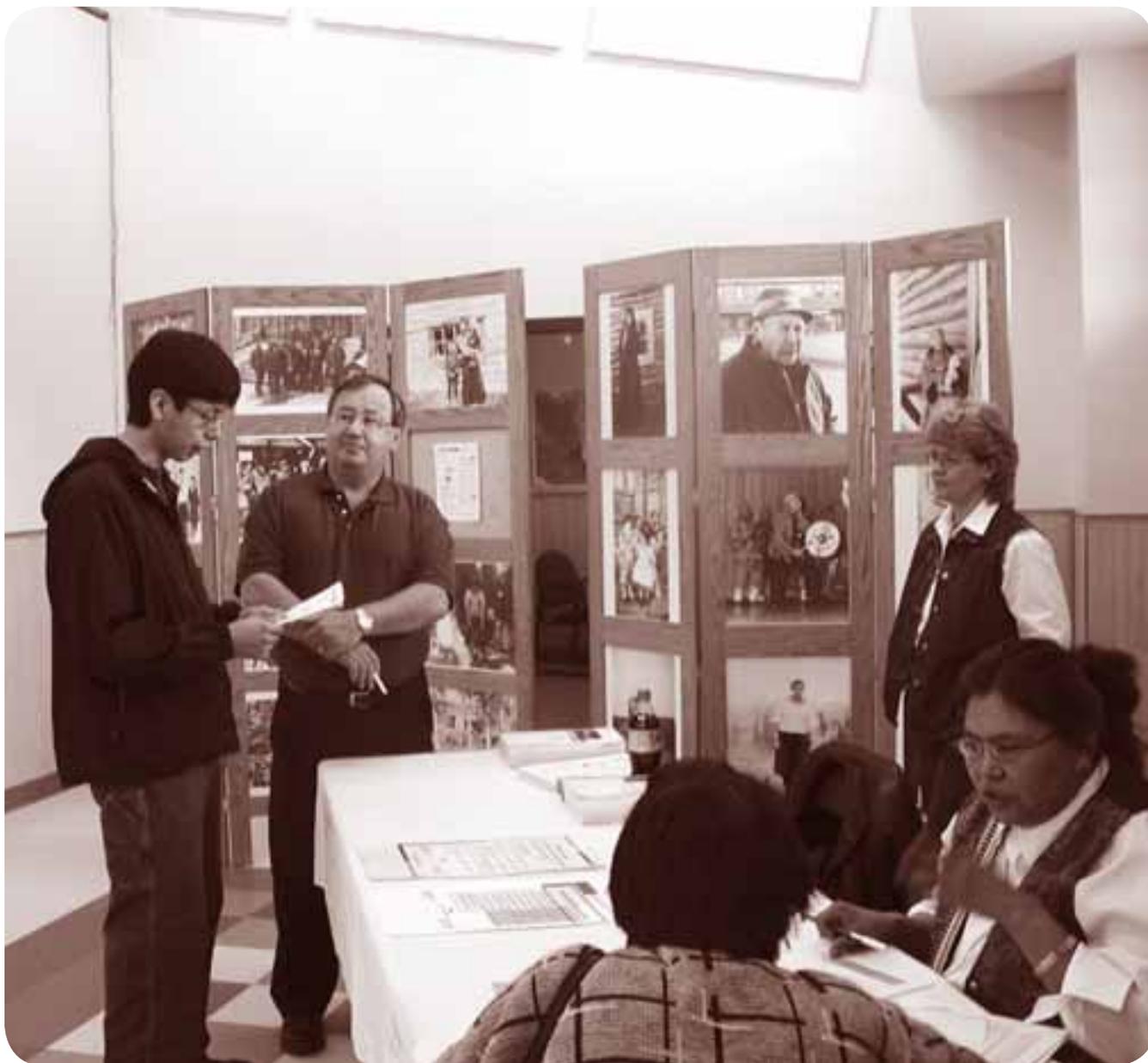
Part 4 Certain Other Matters in Relation to Taxation

This part sets out special income tax relief to address the particular circumstances of KDFN.

It clarifies that the section 87 *Indian Act* tax exemption for income earned on Reserves will be extended until KDFN’s land claim agreements come into effect. This means that Status Indians will not be liable to pay income tax or sales tax (GST and PST) on reserves, as set out in the *Indian Act*, between January 1, 1999 and the date that the Final Agreement takes effect.

To simplify tax calculations, if the Final Agreement becomes effective in the middle of a calendar year, any taxes that might be owing between the date the agreement comes into effect and the end of the same calendar year will also be “remitted” (forgiven).

KWANLIN DÜN FIRST NATION SELF-GOVERNMENT AGREEMENT



SELF-GOVERNMENT
AGREEMENT

The Kwanlin Dün First Nation Self-Government Agreement was negotiated at the same time as the Kwanlin Dün First Nation Final Agreement. The Self-Government Agreement will be voted on by Kwanlin Dün beneficiaries and members as part of Ballot 2.

The Self-Government Agreement is based on the guidelines set out in Chapter 24 of the Final Agreement. In many ways, KDFN’s Self-Government Agreement is similar to the Self-Government Agreements of other Yukon First Nations. However, there are several new approaches in the Kwanlin Dün Self-Government Agreement that are not found in the Self-Government Agreements of other First Nations. These new approaches were added to address the unique “urban” circumstances of Kwanlin Dün First Nation.

Like all the other Yukon First Nation Self-Government Agreements, the KDFN Self-Government Agreement will not receive constitutional protection. However, it cannot be amended without the consent of KDFN, Canada and the Yukon.

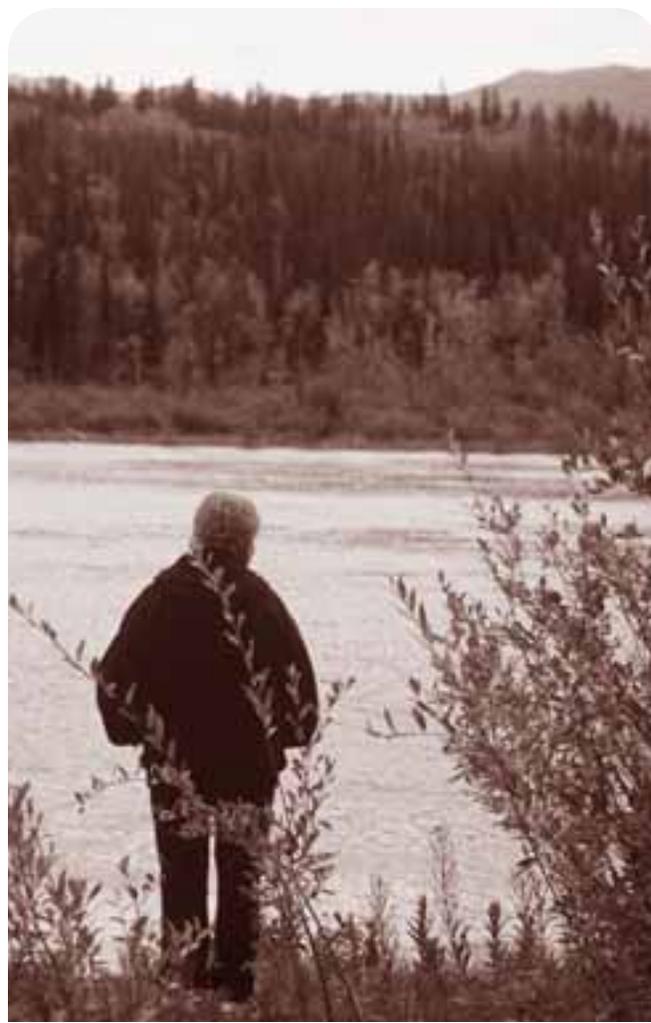
The KDFN Self-Government Agreement creates KDFN as a self-governing First Nation. When the Self-Government Agreement comes into effect, the *Indian Act* Kwanlin Dün First Nation Band will cease to exist. The Band’s rights, titles, interests, assets, obligations and liabilities will be transferred to the new self-governing Kwanlin Dün First Nation. From then on, KDFN will be governed in accordance with the KDFN Self-Government

Agreement and the KDFN constitution (*see page 50-59*).

KDFN’s Self-Government Agreement also sets out:

- the law-making powers of KDFN;
- how KDFN will receive funding to provide programs and services to its citizens;
- how KDFN will work with other governments, including the City of Whitehorse; and
- how KDFN will own and manage the Old Village (Lot 226) as a “retained Reserve” rather than Canada owning and managing it as an *Indian Act* Reserve.

The KDFN Self-Government Agreement is divided into four parts.





Part I GENERAL

This part of the KDFN Self-Government Agreement sets out the purpose of the agreement. It also includes the definitions used in the agreement and the technical information on how the agreement will come into effect, be reviewed and, if necessary, be amended. KDFN, Canada and Yukon must all agree to any amendments.

Part I also includes the following important information:

- the Self-Government Agreement does not affect any aboriginal claim, right, title or interest of KDFN or its citizens;
- like the KDFN Final Agreement, the KDFN Self-Government Agreement does not affect the ability of the citizens of KDFN to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them;
- the Self-Government Agreement does not prevent KDFN citizens from benefiting from Government programs for status Indians, non-status Indians or native people, unless it is set out in the Self-Government Agreement itself or in a KDFN law;
- the *Indian Act* will not apply to KDFN citizens, to KDFN itself or to KDFN Settlement Land. (The only exception is that the *Indian Act* will be used to determine which KDFN citizens are “Indians” within the meaning of the *Indian Act*. This would be used to determine who is eligible for certain programs);
- KDFN citizens will still have all their rights as Canadian citizens; and
- KDFN citizens will still be entitled to all of the benefits, services and protections enjoyed by other Canadian citizens unless set out in the Self-Government Agreement itself or in a KDFN law.

Part II THE KWANLIN DÜN FIRST NATION

This part deals with how the *Indian Act* Kwanlin Dün First Nation Band will be changed into the new self-governing Kwanlin Dün First Nation.

This part notes:

- that the *Indian Act* Kwanlin Dün First Nation Band will no longer exist and that its rights and responsibilities will be transferred to the new self-governing Kwanlin Dün First Nation; and
- KDFN will be a legal entity and will be able to enter into contracts or agreements; acquire, hold and sell property; invest, spend and borrow money; sue or be sued; and form corporations or other legal bodies.

This part also describes what should be included in the KDFN constitution. (*For more information on the KDFN constitution, see pages 50-59.*)

Additionally, it sets out how KDFN may delegate its government powers. For example, KDFN could ask other governments or a tribal council to administer some of KDFN's laws.

Part III KWANLIN DÜN FIRST NATION LEGISLATION

Part III describes the law-making powers of KDFN and the relationship between the laws of KDFN and the laws of either Canada or Yukon. When KDFN makes its own laws, it may replace a Yukon law but not a federal law. How KDFN laws and federal laws will work together is a matter for future negotiations.

KDFN has law-making powers in four areas.

Management and administration laws

KDFN alone can make rules about how it will operate the KDFN government. For example, KDFN will be able to make laws about how it manages and reports on its finances. It will be able to make laws about how people can access information within its government. It can make rules about how people are elected to Chief and Council or appointed to other governing bodies.

Citizen-based laws

KDFN can make laws related to a list of matters set out in the KDFN Self-Government Agreement. These are often referred to as citizen-based laws.





These laws deal with the provision of programs and services in the areas of language, health care, and social and welfare services. They also deal with things like the adoption of children, performance of marriage, inheritance issues, and dispute resolution outside of the court system.

These laws would apply to KDFN citizens wherever they live in the Yukon, but would not apply to them when they live outside the Yukon.

Settlement Land laws

KDFN can make laws of a local or private nature on its Settlement Land related to a list of matters set out in the Self-Government Agreement. These laws are often referred to as land-based laws.

These laws can deal with the management and protection of Settlement Land, licensing of trades and businesses, control over construction, maintenance and repair of buildings and planning and zoning. Other matters include the operation of vehicles, control of intoxicants, administration of justice and possession and use of firearms.

These laws would apply to anyone who is on KDFN Settlement Land.

Tax laws

KDFN has the power to enact its own taxation laws. KDFN can pass property tax laws which would apply to everyone on KDFN Settlement Land. KDFN can also pass laws dealing with income taxes for its citizens and, with the agreement of the other governments, anyone else on KDFN Settlement Land.

KDFN's power to make tax laws does not limit Government's powers to impose taxes or make taxation laws. Part III sets out a process for KDFN, Canada and Yukon to coordinate their taxation systems.

Part III also sets out special income tax and GST exemptions for KDFN and its corporations so that they will be treated like other governments in Canada.

Part IV

KWANLIN DÜN FIRST NATION PROGRAMS AND SERVICES

Part IV deals with subjects related to KDFN's financial situation and the manner in which KDFN can provide programs and services to its citizens. It also covers subjects related to the relationship between KDFN and other governments. This includes information on KDFN's law-making powers within the City of Whitehorse and Community of Marsh Lake and how KDFN will own and manage the Old Village as a Retained Reserve.

KDFN's financial arrangements and programs and services

- **Self-Government Financial Transfer Agreement:** This chapter says that Canada and KDFN will negotiate a financial arrangement to provide KDFN with resources to provide public services to its citizens. (This agreement has already been negotiated and can be implemented immediately when the land claim agreements are made legal.)
- **Programs and services:** KDFN may negotiate Programs and Services Transfer Agreements (PSTAs) with Canada or Yukon to take on responsibility for the management and delivery of any program or service that is within KDFN's jurisdiction (*see box below*).
- **Public register of laws and notification provisions:** KDFN will maintain a register of the laws it passes and provide all members of the public with the opportunity to see the register.
- **Financial accountability:** KDFN will maintain and publish its financial records in line with standards generally acceptable for governments in Canada.
- **Implementation:** KDFN, Canada and the Yukon are required to prepare an implementation plan for the Self-Government Agreement. (This plan has already been completed.)

THE FIRST PROGRAMS AND SERVICES TRANSFER AGREEMENTS

KDFN has already negotiated its first Programs and Services Transfer Agreements (PSTAs). If the land claim agreements are approved, these first PSTAs will come into effect and a range of programs like social assistance, housing, band governance, economic development and capital funding will be transferred to KDFN. A number of medical services programs, drug and alcohol programs, and management responsibilities for minerals, forests, and land will also be transferred.

These represent the first set of programs and services that KDFN has chosen to take over. KDFN can initiate negotiations to take over additional responsibilities and funding for programs and services as it wants to in the future. Kwanlin Dün citizens will continue to be able to access government programs that are not taken over by KDFN.

If the land claim agreements are approved, KDFN will receive funding each year to administer this first set of programs and services. In the first year, KDFN will receive about \$6.9 million a year. This amount will increase every year, based on increases in population and prices.

For example, funding for health programs will increase by about 4.5% a year under self-government. Without self-government, there is no guarantee that current funding for health programs will continue or increase.

As a self-governing First Nation, KDFN will be able to direct how the \$6.9 million is spent. For example, if KDFN wants to increase social assistance payments to its citizens, it can decide to do that without getting the approval of the Minister of Indian Affairs. Or, if KDFN wants to redirect more of the funding into Elder care, it can do this without getting permission from Health Canada.



Relationship between KDFN and other governments

- **Dispute resolution:** The process for resolving disagreements about this Agreement will be the same process that is described in Chapter 26 of KDFN's Final Agreement (*see page 38*).
- **Compatible land use:** This provision describes how KDFN and Yukon will consult each other before they develop lands next to the other party's lands. This process is intended to avoid situations where neighbouring developments may be in conflict with each other.
- **Municipal Services and Infrastructure Agreement:** This provision describes an agreement entered into by Canada, KDFN, Yukon and the City of Whitehorse to replace the Relocation Agreement (the agreement that dealt with the move from the Old Village to McIntyre). This new agreement describes how municipal services will be provided to the Old Village and to KDFN Settlement Land within the City of Whitehorse. The Municipal Services and Infrastructure Agreement will come into effect at the same time as the KDFN Self-Government Agreement but it is not being voted on during the ratification vote (*see page 63*).
- **Other local service agreements:** This provision sets out some basic conditions for any service agreement that KDFN may wish to enter into with other governments. These may deal with services such as sewer and water, garbage collection and recreation programming.
- **Regional or district structures:** This outlines a process and provides guidelines for how KDFN and Yukon may negotiate the establishment of a common administrative and planning body to provide certain services to residents within part of the KDFN Traditional Territory.
- **Local area land use planning:** This part describes a process and some guidelines for how KDFN and Yukon can cooperate in the preparation of local area land use plans. Local area plans are prepared for developed areas outside of community boundaries.

KDFN Self-Government powers within the City of Whitehorse and the community of Marsh Lake

The Self-Government Agreement sets out a detailed process for how KDFN will exercise a number of its land-based self-government powers on its Settlement Land within the City of Whitehorse and the Marsh Lake community. This process was designed to address the special circumstances of KDFN and is not found in the other Self-Government Agreements. It groups the KDFN Community Settlement Land parcels within the City of Whitehorse and Marsh Lake into three types and sets out how KDFN will exercise its land-based self-government powers on each type of parcel.

- **Type 1 parcels:** KDFN will be able to exercise all of its self-government powers on settlement land that is Type 1. This includes the / and “The Old Village” (Lot 226).
- **Type 2 parcels:** The majority of settlement land within the City of Whitehorse is Type 2. The Self-Government Agreement defines which Type 2 lands can be used for residential, commercial, light industrial, industrial, or First Nation institutional uses. On Type 2 land, KDFN will be able to exercise planning, zoning and land development powers that are consistent with the designated land use. KDFN may adopt existing Yukon or city laws about public health and safety as its own laws for Type 2 lands (e.g.

laws related to sanitary conditions, pollution, noise, keeping of livestock, billboard posting, building overcrowding and so on). KDFN will be able to exercise its self-government powers that are not related to public health and safety on Settlement Land that is Type 2.

- **Type 3 parcels:** A small number of settlement land parcels are Type 3. These are within existing subdivisions or built-up areas. KDFN will need the agreement of the other concerned government, either the City of Whitehorse or Yukon, before enacting a law about public health and safety, or planning, zoning or land development applicable to Type 3 parcels. KDFN will be able to exercise all the rest of its self-government powers on Settlement Land that is Type 3.

Regime for the ownership, management and administration of the Old Village Retained Reserve

The Self-Government Agreement sets out details of how KDFN will own and manage the Old Village (Lot 226) as a “retained Reserve,” instead of Canada owning and managing it under the *Indian Act*. As a retained Reserve, the Old Village will be just like Category A Settlement Land except that it will continue to be “lands reserved for the Indians” within the meaning of 91(24) of the constitution of Canada.



KWANLIN DÜN FIRST NATION CONSTITUTION



CONSTITUTION

There has been a long-standing need for Kwanlin Dün First Nation to adopt a constitution to provide a legal governing framework for Chief and Council and the citizens of the First Nation. Most importantly, a constitution was needed to establish a legal governing authority to protect Kwanlin Dün's interests.

The proposed constitution has been developed by Chief and Council, the Land Claims Caucus, the Community Advisory Committee and other community members, with guidance from an independent advisor. KDFN's constitution is not an agreement with Government and can be changed by KDFN in the future.

KDFN's constitutional working group agreed to draft a constitution that promotes the unity of the First Nation. They agreed the rights of beneficiaries must be balanced with the rights of the members who are not beneficiaries of the Kwanlin Dün First Nation's Final Agreement. Under the proposed constitution, all beneficiaries and members will be eligible to become citizens of Kwanlin Dün First Nation.

The constitution will take Kwanlin Dün from an Indian Band under the authority of the Minister of Indian Affairs to a First Nation with self-governing powers. It sets out the First Nation's powers to pass laws for the government of the Settlement Lands and the people living on these lands, and for the general welfare and development of the Kwanlin Dün First Nation.

The constitution will be voted on during the land claim agreement ratification process as part of Ballot 2 on self-government related matters.

The following summary of the constitution was written by KDFN.

JURISDICTION OF KWANLIN DÜN FIRST NATION GOVERNMENT

- Under the Self-Government Agreement, Kwanlin Dün First Nation has certain exclusive powers to pass laws affecting its lands and Citizens.
- Under the Self-Government Agreement, Kwanlin Dün may negotiate with the Yukon government and City of Whitehorse sharing jurisdiction and implementation of laws.
- Tax sharing provisions with governments.
- Revenue sharing provisions with governments.
- Tax relief provisions.



CONTENTS OF THE KDFN CONSTITUTION

Preamble

- Affirms Kwanlin Dün First Nation community's diversity, and recognizes the Tagish Kwan as the original people, within the Traditional Territory.
- Sets out a recognition & commitment to preserve the land, First Nation languages, culture and spiritual connection to the Creator.
- Recognizes the Wolf & Crow clans and their role in preserving Kwanlin Dün culture and traditions.
- Acknowledges the knowledge of the Elders.
- Establishes the collective determination to:
 - Maintain and preserve Kwanlin Dün's relationship with the land, resources and living things;
 - Preserve and promote Kwanlin Dün traditional languages, practices and culture;
 - Protect Kwanlin Dün youth and children;
 - Strive for economic, community, spiritual and personal well-being; and to
 - Express and protect Kwanlin Dün aboriginal rights.

Chapter One – Fundamental principles

- Gives effect to the establishment of the Kwanlin Dün First Nation as a Government, as well as giving effect to the Kwanlin Dün Final and Self-Government Agreement.
- Affirms the supremacy of the Kwanlin Dün Constitution.
- Affirms respect for the Wolf and Crow clans.
- Establishes governing principles and goals that:
 - Promote stewardship of the land;
 - Promote unity and diversity of Kwanlin Dün Citizens;
 - Encourage respect for all Citizens, especially Elders, youth and children;

- Provide good, honest, open and progressive government led by accountable and democratically elected leaders;
- Foster a strong quality of life in the community to foster healing;
- Strengthen educational, social, economic and political growth;
- Administer programs in a manner that is effective and efficient; and
- Support and represent the interests of all Citizens.
- Establishes responsibilities of Kwanlin Citizens to maintain and nurture a healthy and vibrant community.

Chapter Two – Citizenship

- Incorporates the Kwanlin Dün Citizenship Code, in schedule 2, as part of the Kwanlin Dün Constitution.
- In accordance with the Kwanlin Dün Citizenship Code affirms that those individuals, either adult or minor, who are either enrolled and enlisted on the D.I.A. Band List or have been accepted under the KDFN Final Agreement, are considered Citizens.
- Individuals who are either a spouse of a Kwanlin Dün Citizen, have established a permanent residency within the Kwanlin Dün community, or have a special relationship with the First Nation, i.e., traditional member of the Tagish Kwan, may apply to become a Kwanlin Dün Citizen.
- Citizens may retain their Citizenship regardless of their parents transferring out or if the Citizen is adopted by a non-Kwanlin Dün person/family.
- A Kwanlin Dün Citizen cannot carry dual Citizenship of any other First Nation in Canada.
- This section also provides for the Kwanlin Dün First Nation to enact legislation that will provide for the recognition, application, loss and restoration of Kwanlin Dün Citizenship.

Chapter Three – Rights of beneficiaries

- In order to protect the rights and entitlements of Kwanlin Dün beneficiaries, the Constitution requires that:
 - Kwanlin Dün beneficiaries must review and approve policies in the following areas associated with the Kwanlin Dün Final Agreement:
 - Use and disposition of land,
 - Investment and use of settlement funds paid under the Final Agreement, and
 - Any proposed amendment to the KDFN Final Agreement;
 - The Council cannot adopt or amend a policy in these areas without the approval of the beneficiaries;
 - The Council must convene meetings of the beneficiaries whenever the Council proposes to adopt or amend a policy.

Chapter Four – Rights and freedoms of Citizens

- Provides for the foundation and protection of Kwanlin Dün Personal and Political Rights & Freedoms.
- Every Citizen is equal before Kwanlin Dün law and has the right to equal protection and equal benefit of the law.
- Kwanlin Dün Citizens are entitled to enjoy rights to:
 - Privacy;
 - Political expression; and
 - Political office.
- A Citizen whose rights and freedoms as guaranteed by the Constitution have been infringed or denied may appeal to the Judicial Council for a declaration.



- The guarantee of rights and freedoms in the Kwanlin Dün Constitution are in addition to any other rights and freedoms that exist in Canada.

Chapter Five – Kwanlin Dün government structure

- Highlights the branches of government, elections, term of office and conditions of office, and removal/vacancy of office.
- Kwanlin Dün First Nation consists of 5 separate branches whose composition, operations, duties and responsibilities are set out in accordance with the Kwanlin Dün Constitution:
 - General Assembly
 - Elders Council
 - Youth Council
 - Judicial Council
 - Chief and Council
- No one branch can exercise or perform another branch’s authority or responsibility unless specifically set out in the Kwanlin Dün Constitution.
- Incorporates the Kwanlin Dün Election Procedures, set out in Schedule 3, as part of the Kwanlin Dün Constitution and is recognized as Kwanlin Dün legislation.
- Any 18-year-old Kwanlin Dün Citizen may vote but may not fill an elected or appointed position if they have a criminal record with an indictable offence less than three years old. (An indictable offence can include but is not exclusive to Theft under or over \$1,000, Arson, Robbery, Impaired Driving, Assault, Mischief, etc.)
- Individuals interested in serving office are to maintain their residency throughout their entire term, sign a prescribed oath of office, can resign by providing written notice to the Chief and may be removed from office if they knowingly made a false statement regarding eligibility to hold office or are convicted of an indictable offence under the *Canadian Criminal Code of Canada*. (The Chief can resign his/her position by providing written notice to the Elders Council’s Spokesperson.)





- Individuals in office are expected to carry out their public responsibilities and authorities with honour, respect, and integrity, in an open manner that promotes, protects and maintains the Citizenship's confidence in the Kwanlin Dün Nation and its institutions.
- A vacancy occurs in either elected or appointed offices due to death, resignation or removal for cause.
- A vacancy in an appointed office will be filled, within 90 days, by the Council for the remainder of the term.
- A vacancy in an elected office will be filled, within 90 days, with the next Kwanlin Dün Citizen who received the next largest number of votes in the election of that particular election of office.
- A vacancy in the Chief's office will be filled immediately with an Acting Chief (no longer than 90 days) appointed by the Council, from within the Council.
- The vacancy in the Chief's office (after the 90 days) will be filled with the Kwanlin Dün Citizen who held the second largest number of votes for that particular election of office.

Chapter Six – The General Assembly, Elders Council and Youth Council

General Assembly

- Composed of all Citizens.
- Every Citizen is eligible to attend.
- A Citizen who is at least 18 years of age is entitled to vote at any meeting of the General Assembly.
- The General Assembly may:
 - Review the progress of the First Nation in realizing the vision reflected in the Constitution;
 - Review the status of recommendations made at previous General Assemblies;
 - Review and make recommendation regarding any report submitted by the First Nation;
 - Establish general policy guidelines or develop general mandates to be considered by the KDFN government;
 - Recommend the development of laws;
 - Recommend any changes to the KDFN budget;
 - Recommend changes to resolutions adopted or actions taken by the Council;
 - Recommend the names of persons for appointment to any committee, commission or board.

- The constitution establishes:
 - Procedures for calling meetings of the General Assembly;
 - That, in addition to Chief and Council, at least 40 citizens be present for the meeting to be called to order;
 - That each member of the Council must attend each meeting of the General Assembly;
 - An open forum for questions and recommendations;
 - Decisions by consensus, or, alternatively, the support of 60 percent of the Citizens present.

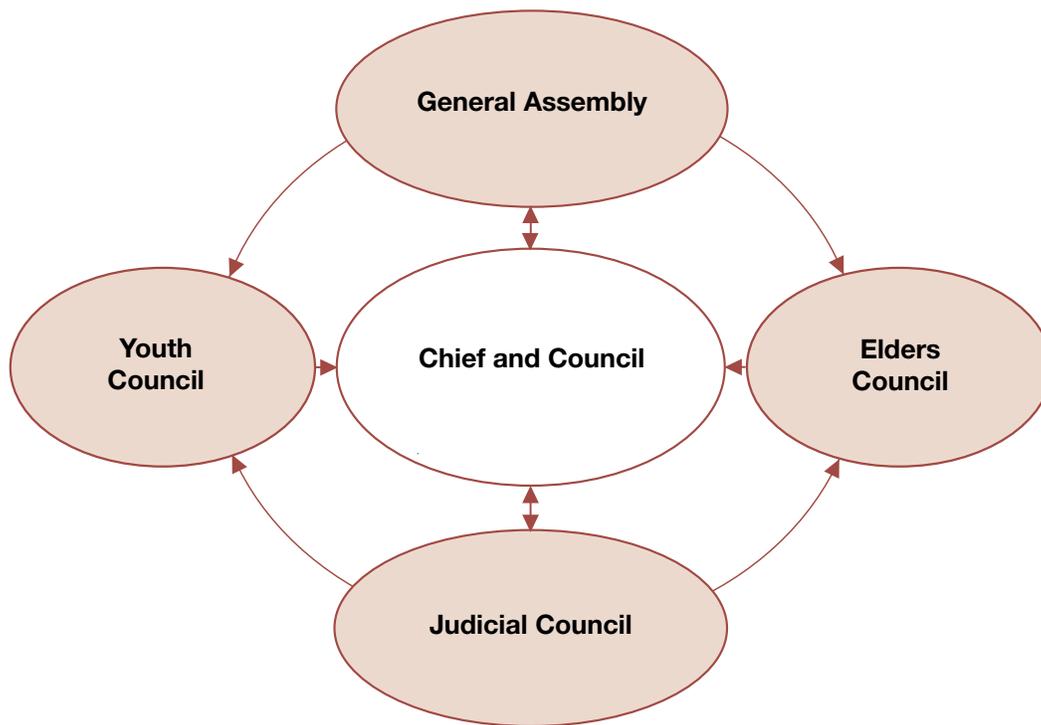
Elders Council

- Includes all Citizens 60 years and older.
- Participates in and provides advice to Kwanlin Dün government and its Citizens.
- Appoints its members to the Council, Judicial Council and to committees.

- Gives advice and guidance, especially with respect to:
 - Enhancing and protecting Kwanlin Dün traditions and customs;
 - Programs and services to meet the needs of Elders;
 - Disputes within or regarding the First Nation.

Youth Council

- Includes all Citizens 14 to 19 years old.
- Participates in and represents youth interests to the Kwanlin Dün Government.
- Appoints its representatives to the Council and Judicial Council.
- Gives advice, especially with respect to:
 - Programs and services to meet the needs of youth;
 - Assistance to young people to learn about the KDFN clan system, traditions and culture, and the operations of KDFN.



KDFN Government Institutions

Chapter Seven – The Council

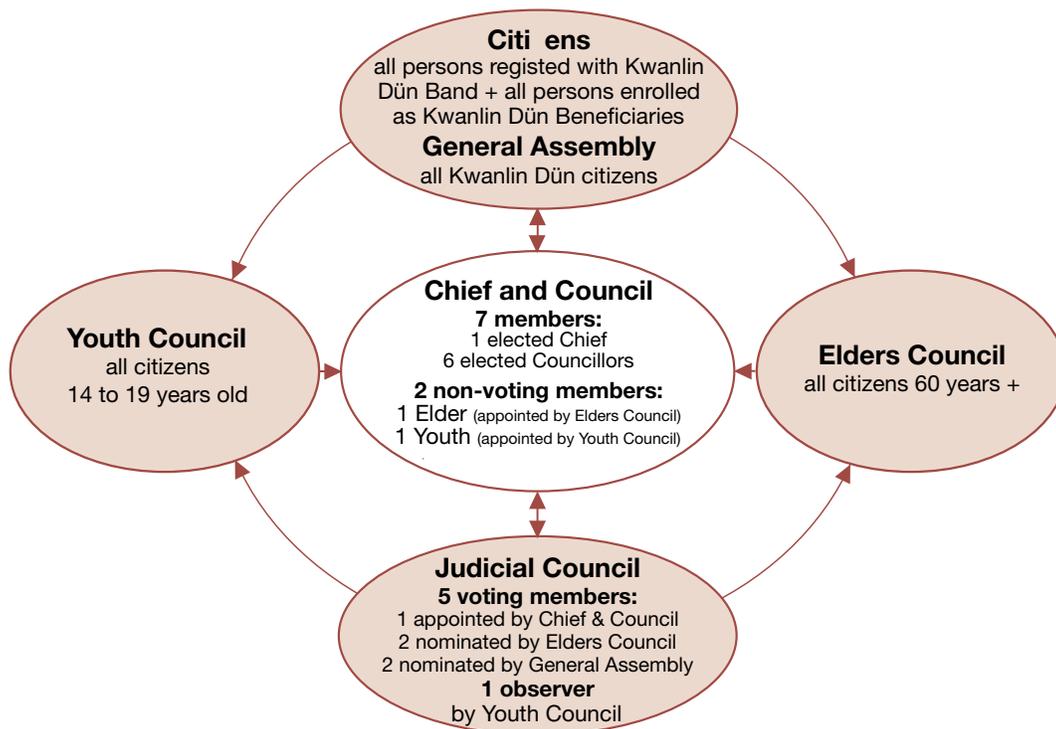
The Council

- Composed of 7 voting members (1 chief, 6 councillors) and 2 non-voting members (1 elder and 1 youth).
- Chief and council members elected by Citizens.
- Elders and youth appointed by their councils.
- Members elected/appointed for 3 year terms.
- Members must be at least 18 years old to run for election.
- Holds and carries out the following powers and responsibilities:
 - Responsible for implementation of the Final Agreement, Self-Government Agreement, Constitution and KDFN laws;
 - Represents KDFN in intergovernmental relationships and agreements;
 - Directs administrative branch (departments) of KDFN government;
 - Enacts laws;

- Develops and approves annual budgets;
- Authorizes the collection or expenditure of funds;
- Develops and approves policies;
- Advises the Chief in the exercise of powers;
- Establishes committees;
- Establishes corporations;
- Reviews KDFN performance;
- Reports to the General Assembly;
- Seeks and considers the advice of the Elders Council or the Youth Council.

Office of the Chief

- Leader of the Kwanlin Dün First Nation.
- Must serve on a full-time basis.
- Must not hold any other office in the KDFN, except as provided for in the KDFN constitution or KDFN law.
- Must not be employed by or actively operate or manage a business, trade or professional practice.



KDFN Government Institutions – Membership

- Members of the Council must choose one of its members to serve as the acting Chief of the KDFN for a period of time that they determine.
- Leader of any delegation representing KDFN in an intergovernmental relationship.
- Responsible to:
 - Preside at meetings of the General Assembly, the Council or other bodies of the KDFN as required by the Constitution or KDFN law;
 - Report to the General Assembly on the state of the KDFN;
 - Carry out any other power or function required by the KDFN constitution or law.

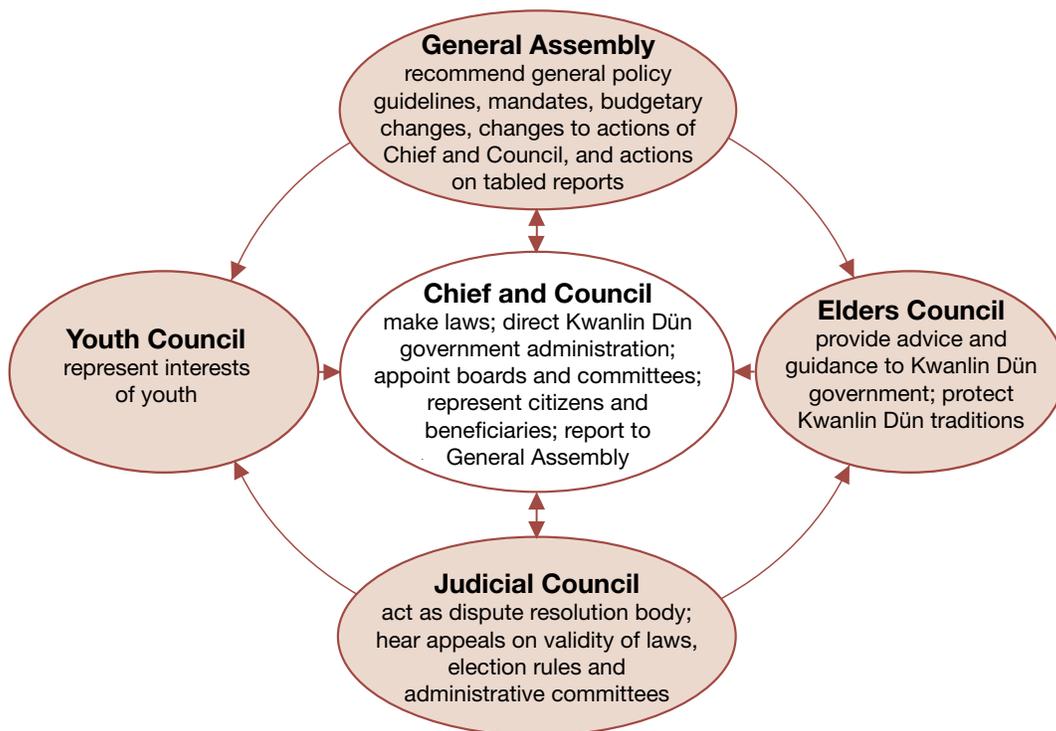
Chapter Eight - Judicial Council

- Includes 6 members: 3 are appointed by the Council, 2 are nominated by the Elders Council, and 1 is nominated by the Youth Council as an observer.
- All members, except the youth, must be 25 years or older.

- All members must not have been convicted of an indictable offence within 7 years of appointment.
- Must be substance free.
- Must not participate in any matters involving an immediate family member.
- Responsible for hearing appeals regarding Citizenship issues, election rules, validity of Kwanlin Dün First Nation laws, and all matters referred to it by the Council.

Chapter Nine – Finance and administration

- Addresses the principles and financial management of Kwanlin Dün First Nation government revenues and budgetary processes.
- Kwanlin Dün First Nation is required to administer and oversee the financial matters in a transparent and accountable manner based on generally accepted standards by Canada and/or the Yukon government, further supported by Kwanlin Dün legislation.



KDFN Government Institutions – Responsibilities

- Kwanlin Dün First Nation legislation and regulations are to reflect annual budget preparation, audits, financial reporting, asset and debt management, internal financial controls and reporting.
- Kwanlin Dün citizens are entitled to access Council approved budgets and supplementary budgets and audited financial statements (which are considered public record).

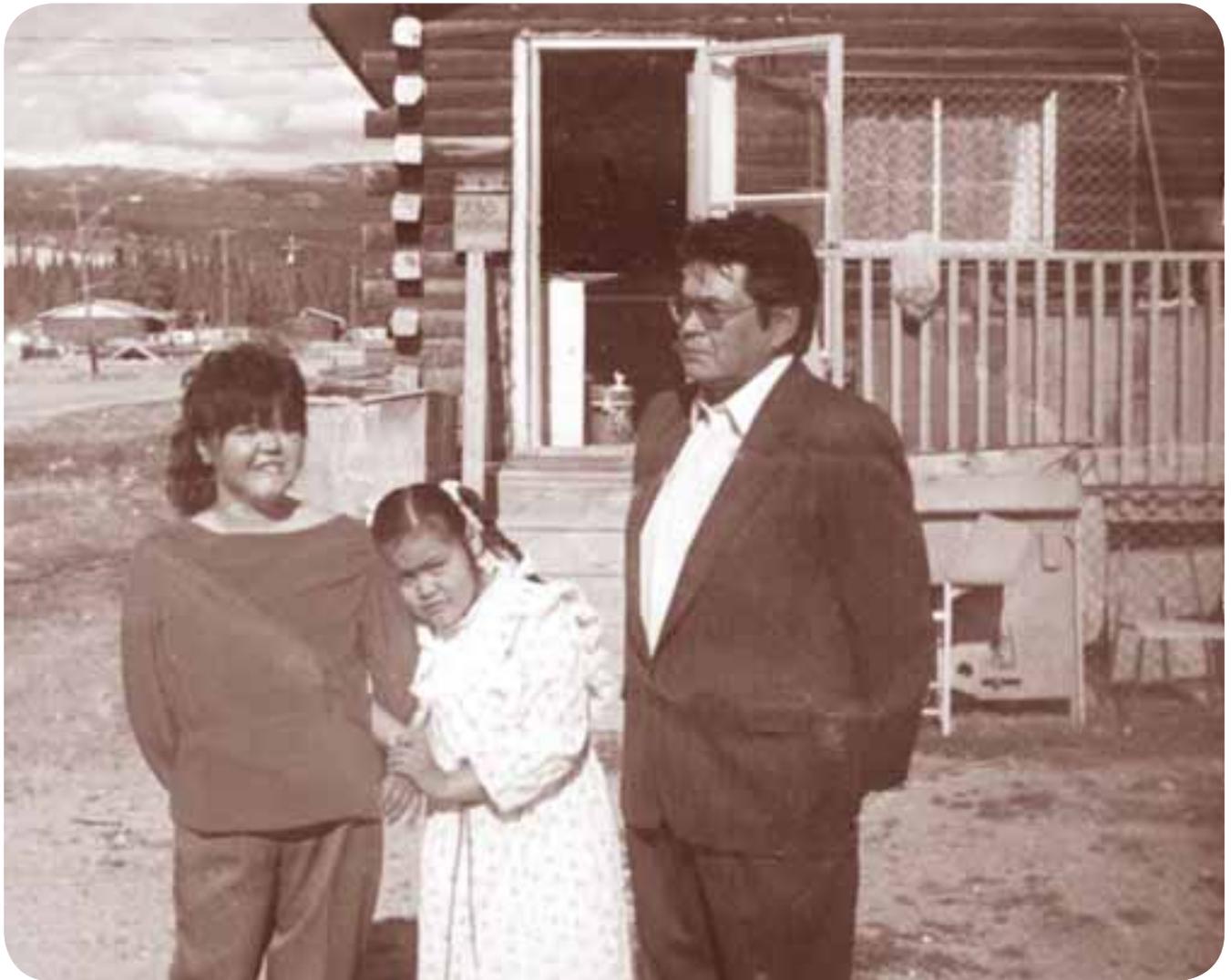
Chapter Ten – Amendments and referendums

- The constitution can be amended in two instances: (i) Citizen’s petition (signed by 25% of the voting citizenship) supported with a draft amendment or (ii) a Council resolution.
- Proposed amendments are:
 - Reviewed by both the Judicial and Elder’s Councils, to determine consistency with the Final and Self Government Agreements along with the First Nations values, principles and traditions.
 - Returned to the Council to determine reconsideration of the amendment, further modification or to deny further discussion.
 - If supported, the Chief issues a community notice (with a copy of the proposed amendment(s)) and a Kwanlin Dün citizens meeting is held.
 - A referendum is then called to vote on the amendment.
- A constitutional amendment requires at least 50%+1 of Kwanlin Dün citizenship to vote.
- An amendment will pass if 50%+1 of those who voted supported the change.
- A referendum on a non constitutional question can be initiated in two ways: (i) a citizen’s petition (that contains the specific questions, answerable as either “yes” or “no”) supported by 100 voting Kwanlin Dün citizens or by a Council resolution.
- Upon Council approval, the Chief publishes the question, a community meeting is held, and the question will be passed with the support of 60% of those Kwanlin Dün citizens who participated in the vote.

The above information provides a brief summary on the main provisions of the draft constitution. If you wish to review a complete draft of the constitution, contact the KDFN office or the Ratification Committee office. This constitution forms part of the negotiated Kwanlin Dün final agreements on land claims and self-government.



KWANLIN DÜN FIRST NATION COLLATERAL AGREEMENT



COLLATERAL
AGREEMENT

The Collateral Agreement is related to the Final Agreement and the Self-Government Agreement, but is not a part of either (“collateral” means to accompany or to be in addition to). The Collateral Agreement will be voted on by all voting Kwanlin Dün beneficiaries and members on Ballot 2.

The Collateral Agreement is an agreement between KDFN and Canada. It deals with several matters not covered by the Final Agreement or the Self-Government Agreement. It is intended to help Canada and KDFN move forward into a new, positive relationship.

Highlights of specific measures

- **Court case settlement:** KDFN and Canada both agree to cancel the court case about the reserve at the Old Village (Lot 226). KDFN will protect Canada from any claims made by Kwanlin Dün citizens or members of previous Kwanlin Dün Indian Bands related to:

- the relocation of that person to Lot 226;
- the status of Lot 226 as an *Indian Act* Reserve;
- recognition of Lot 226 as an *Indian Act* Reserve for KDFN in the Final Agreement;
- the Relocation Agreement; and
- any matter raised by KDFN in the Lot 226 court case.

KDFN will also protect Canada from any claims regarding any leases or agreements affecting Lot 226 that KDFN made with other people.

- **Relocation Agreement:** Disagreements between KDFN and Canada about the Relocation Agreement will be settled. This is the 1986 agreement that dealt with KDFN’s move from the Old Village to McIntyre subdivision. KDFN will drop any claims against Canada relating to Canada’s management of the Old Village (Lot 226) or the Relocation Agreement.

- **Payment to KDFN:** Canada will pay to KDFN a lump sum of \$6 million on the Effective Date of the Final Agreement and Self-Government Agreement. This \$6 million payment reflects Canada’s desire to assist KDFN with its cultural centre on the Whitehorse waterfront. There are no conditions on this money. KDFN can use the money in any way it wants.
- **Tax relief:** Canada will “remit” (or forgive) certain taxes owing on income earned on the McIntyre Land Set Aside, in a manner similar to tax exemptions under the *Indian Act*. To be eligible for this tax remission, the income must have been earned at McIntyre by status Indians, who were not beneficiaries of a Yukon land claim agreement, from January 1, 1999 up to the end of the calendar year that KDFN’s Final Agreement comes into effect.

To qualify for remission, the income earned must qualify for income tax exemptions under the *Indian Act*, such as being “situated on reserve.” For the purposes of the tax provisions of the Collateral Agreement, McIntyre Lands will be treated as if they were a Reserve. If their income meets this test, eligible individuals who had been paying taxes since 1999 will get a refund. Eligible individuals whose income was situated on McIntyre Lands and who did not pay income taxes will not be required to pay for the time period outlined in the Collateral Agreement.

Each individual’s tax situation is different. People should seek information from professionals or the Canada Revenue Agency about their personal eligibility for tax exemptions or remission.

The Collateral Agreement only comes into effect as part of the land claim agreements package. The Collateral Agreement does not affect the ability of KDFN and its citizens to participate in any Government programs or receive benefits for status Indians, non-status Indians or native people.

MUNICIPAL SERVICES AND INFRASTRUCTURE AGREEMENT



MSIA

The Municipal Services and Infrastructure Agreement (MSIA) is a local services agreement that is discussed in section 26.1 of the KDFN Self-Government Agreement. KDFN approves the Municipal Services and Infrastructure Agreement when it approves the Self-Government Agreement.

The MSIA is intended to do two things. First, it confirms that Canada, Yukon, KDFN and the City of Whitehorse will no longer be bound by the obligations described in the Relocation Agreement. This is the 1986 agreement that dealt with KDFN's move from the Old Village to McIntyre subdivision.

Second, the MSIA deals with how municipal services will be provided to KDFN land within the City of Whitehorse. The agreement also describes how the ownership of infrastructure such as roads, sidewalks and sewer and water lines will be reorganized so that they are owned by the party that is in the best position to manage and maintain them.

Highlights of specific measures

- Roads in McIntyre:** The existing developed roads will be transferred to the City of Whitehorse including the road surface, curbs, sidewalks and signs. The city will own and maintain these roads like any of its other streets in the rest of the city. The undeveloped roads, and any curbs or sidewalks, will be part of KDFN's Settlement Land in McIntyre. When KDFN is ready to complete the undeveloped roads in McIntyre, it can make an arrangement with the City of Whitehorse to have the city own these roads. This would mean that after KDFN has brought the roads up to city standards, the City of Whitehorse would then be responsible for maintaining and upgrading these roads just like other roads and streets in the rest of the city. Yukon would transfer an equal area of land to KDFN so that the size of the McIntyre Settlement Land parcel would stay the same.
- The below-ground infrastructure in McIntyre:** The City of Whitehorse will own the sewer and water lines that are now in operation under the McIntyre roads and lands. KDFN will own the sewer and water lines that are not in operation at this time. When KDFN wants to start using these inactive sewer and water lines, it can make an arrangement with the City of Whitehorse to bring them up to city standards and to have the city own, maintain and upgrade these sewer and water lines.
- Roads, infrastructure and service delivery within the Old Village retained Reserve:** KDFN will provide the city with easements for road, water and sewer infrastructure in relation to Tlingit Road and Galena Road (an "easement" is a formal right to access or use someone else's land for certain purposes). The city will own the road beds and the sewer and water lines that are in place on Crow Street and Swan Drive. The City of Whitehorse will continue to operate, maintain and upgrade the infrastructure associated with Crow Street and Swan Drive in the same way as it would for other parts of the city. Also, the city will provide all other municipal services to the Old Village, just like it does for other properties in the city.
- Provision of municipal services:** For KDFN's other community lands, the city agrees to provide the same level and quality of services as it provides to other property owners. KDFN agrees to pay for the services provided by the city and to pay property taxes in accordance with its Final and Agreement Self-Government Agreement.
- Service agreements:** If they want to, KDFN and the city can negotiate a service agreement to have KDFN provide services that are normally provided by the city to KDFN's lands. The city would then reduce KDFN's taxes or compensate KDFN in some other manner for providing these services.

SITE REMEDIATION AGREEMENT



The Site Remediation Agreement is an agreement between KDFN and Yukon. It is not being voted on as part of the land claim agreements ratification process. However, it will only come into effect if the land claim agreements are approved.

This agreement deals with the clean-up of the waterfront property where KDFN plans to build its cultural centre (see page 24). Yukon and KDFN acknowledge that portions of the soil and groundwater on this property are contaminated with oil and other contaminants.

Yukon agrees to pay for and conduct the clean-up of contaminants in the soil and groundwater under this property. This restoration work will meet legal standards set out in the *Environment Act*. The Yukon will provide KDFN with a report on the restoration activities and the follow-up sampling and monitoring program.

Yukon and KDFN will meet to coordinate the activities for the restoration work with the activities for the planned construction of the cultural centre. The agreement sets out some dates to ensure the soil under the building site is cleaned-up as construction proceeds.



PHOTO CREDITS

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