

***Implementation Plan sections\references are in block and italics
and are additions to the agreements***

The Teslin Tlingit Council Self-Government Agreement

Among

The Teslin Tlingit Council

and

The Government of Canada

and

The Government of the Yukon

This Agreement made this day of , 199 .

AMONG:

The Teslin Tlingit Council as represented by the Council of the Teslin Tlingit Council (hereinafter referred to as the "Teslin Tlingit Council")

AND:

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

AND:

Her Majesty the Queen in Right of Canada as represented by the Prime Minister (hereinafter referred to as "Canada")

being the Parties (collectively referred to as "the Parties") to this Teslin Tlingit Council Self-Government Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

Teslin Tlingit have decision-making structures based on the traditional Tlingit clan system and are desirous of maintaining these structures;

the Parties wish to support and promote the contemporary and evolving political institutions and processes of the Teslin Tlingit Council;

the Parties have negotiated the Teslin Tlingit Council Final Agreement, securing the rights and benefits therein including a commitment to negotiate the Teslin Tlingit Council Self-

Government Agreement;

This Agreement made this day of , 199 .

AMONG:

The Teslin Tlingit Council as represented by the Council of the Teslin Tlingit Council (hereinafter referred to as the "Teslin Tlingit Council")

AND:

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

AND:

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

being the Parties (collectively referred to as "the Parties") to this Teslin Tlingit Council Self-Government Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

Teslin Tlingit have decision-making structures based on the traditional Tlingit clan system and are desirous of maintaining these structures;

the Parties wish to support and promote the contemporary and evolving political institutions and processes of the Teslin Tlingit Council;

the Parties have negotiated the Teslin Tlingit Council Final

Agreement, securing the rights and benefits therein including a commitment to negotiate the Teslin Tlingit Council Self-Government Agreement;

the Teslin Tlingit Council asserts, subject to Settlement Agreements, continuing aboriginal rights, titles and interests with respect to its Settlement Land;

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

the Parties wish to provide for the effective management, administration and exercise of the rights and benefits of the Teslin Tlingit Council and Teslin Tlingit which are secured by the Teslin Tlingit Council Final Agreement;

the Parties recognize and wish to protect a way of life that is based on an economic and spiritual relationship between Teslin Tlingit and the land;

the Parties wish to protect the cultural, political and economic distinctiveness and social well-being of the Teslin Tlingit; and

the Teslin Tlingit Council, Canada and the Yukon have authorized their representatives to sign this Teslin Tlingit Council Self-Government Agreement;

NOW THEREFORE,

in accordance with Chapter 24 of the Teslin Tlingit Council Final Agreement, and

in consideration of the terms, exchange of promises, conditions,

and provisos contained herein, the Parties agree to the following:

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PART I

GENERAL

1.0 DEFINITIONS

1.1 In this Agreement:

"Act" includes ordinance;

"Chief", "Executive", and "Council" have the same meanings as in the Constitution;

"Citizen" means a citizen of the Teslin Tlingit Council as determined by the Constitution;

"Constitution" means the constitution of the Teslin Tlingit Council, in effect on August 10, 1991, as amended from time to time;

"Consult" or "Consultation" means to provide,

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

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

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

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

"Final Agreement" means the Teslin Tlingit Council Final Agreement between the Government of Canada, the Teslin Tlingit Council and the Government of the Yukon, initialled by the negotiators for the Parties on the day of , 1993;

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

"Law" includes common law;

"Laws of General Application" means laws of general application as defined by common law, but does not include laws enacted by the Teslin Tlingit Council;

"Legislative Assembly" means the Council of the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y-2;

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

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

"Non-Settlement Land" means all land and water in the Yukon other than Settlement Land;

"Official Community Plan" means the official community plan adopted by the Village of Teslin pursuant to the Municipal Act, R.S.Y., c.119.

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

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

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

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

"Settlement Land" means those lands identified in the Final Agreement as Settlement Land for the Teslin Tlingit Council;

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

"Traditional Territory" means the geographic area within the Yukon identified as the Teslin Tlingit Council Traditional Territory on the maps referred to in 2.9.0 of the Final Agreement;

"Umbrella Final Agreement" means the Comprehensive Land Claim Umbrella Final Agreement between the Government of Canada, the Council for Yukon Indians and the Government

of the Yukon, initialled by the negotiators for the parties to that Agreement on the 30th day of May, 1992;

"Yukon First Nation" means one of the following,

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

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

"Yukon Indian People" means people enrolled under one of the Yukon First Nation Final Agreements in accordance with criteria established in Chapter 3 of the Umbrella Final Agreement;

"Yukon Law of General Application" means a Law of General Application enacted pursuant to the Yukon Act, R.S.C. 1985, c. Y-2.

2.0 PRINCIPLES

- 2.1 The Teslin Tlingit Council has traditional decision-making structures and desires to maintain these traditional structures integrated with contemporary forms of government.
- 2.2 The Parties are committed to promoting opportunities for the well-being of Citizens equal to those of other Canadians and to providing essential public services of reasonable quality to all Citizens.

3.0 GENERAL PROVISIONS (TTFA 2.0 Rights of Citizens)

- 3.1 This Agreement shall not affect any aboriginal claim, right, title or interest of the Teslin Tlingit Council or of its Citizens.
- 3.2 This Agreement shall not affect the identity of Citizens as aboriginal people of Canada.
- 3.3 This Agreement shall not affect the ability of the aboriginal people of the Teslin Tlingit Council to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.
- 3.4 Unless otherwise provided pursuant to this Agreement or in a law enacted by the Teslin Tlingit Council, this Agreement shall not affect the ability of Citizens to participate in and benefit from Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time.
- 3.5 Except for the purpose of determining which Citizens are "Indians" within the meaning of the Indian Act, R.S.C. 1985, c. I-5, the Indian Act, R.S.C. 1985, c.I-5, does not apply to Citizens, the Teslin Tlingit Council or Settlement Land.
- 3.6 This Agreement shall not:

3.6.1 affect the rights of Citizens as Canadian citizens; and

3.6.2 unless otherwise provided pursuant to this Agreement or in a law enacted by the Teslin Tlingit Council, affect the entitlement of Citizens to all of the benefits, services, and protections of other Canadian citizens applicable from time to time.

3.7 Government may determine, from time to time, how and by whom any power or authority of Government set out in this Agreement shall be exercised, other than the power to consent to an amendment pursuant to 6.2.

4.0 RATIFICATION

4.1 Ratification of this Agreement shall be sought by the Parties and shall be ratified by each of the Parties in the following manner:

4.1.1 by Canada, by the Governor in Council;

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

4.1.3 by the Teslin Tlingit Council, by the process set out in Schedule A of this Agreement.

5.0 SELF-GOVERNMENT LEGISLATION

5.1 Prior to ratification of this Agreement, Government shall negotiate, with the Council for Yukon Indians, guidelines for drafting Self-Government Legislation that shall, among other things, take into account the provisions of this Agreement.

- 5.2 Government shall Consult the Council for Yukon Indians during the drafting of Self-Government Legislation.
- 5.3 Government shall Consult the affected Yukon First Nations during the drafting of any subsequent amendments to Self-Government Legislation. **(Chpt 24.10.1 TTFA) (Page 1 IP Cross reference 7.4)**

6.0 AMENDMENT AND REVIEW

- 6.1 This Agreement may only be amended with the consent of the Parties. **(Pg. 2 IP) Cross ref. 6.3, 6.4, 6.5, 6.6.5, 7.3**
- 6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of: **(Pg. 2 IP) Cross ref. 6.3, 6.4, 6.5, 6.6.5, 7.3**
 - 6.2.1 Canada, by the Governor in Council;
 - 6.2.2 the Yukon, by the Commissioner in Executive Council;
and
 - 6.2.3 the Teslin Tlingit Council, by the Executive Council.
- 6.3 Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of the Teslin Tlingit Council, shall negotiate with the Teslin Tlingit Council with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement. **(Pg. 3 IP) Cross reference 6.1, 6.2, 24.0**

Monitoring activities concerning more favourable provisions will be carried out by the TCC

6.4 A dispute arising from negotiations described in 6.3 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement. **(Pg. 3 IP) Cross reference 6.1, 6.2, 24.0**

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

6.5 The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator pursuant to 6.4. **(Pg. 3 IP) Cross reference 6.1, 6.2, 24.0**

6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within five years of the Effective Date for the purpose of determining whether: **(Paragraph 19 page 7 TTFAIP) review in the fifth year (Pg5-6 IP) Cross Ref: 6.1, 6.2**

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

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

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

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

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

(At the time of the review, Canada may provide additional resources, to a negotiated level, for the conduct of the review)

7.0 REMEDIES

7.1 Neither Government nor the Teslin Tlingit Council shall have a claim or a cause of action in the event any provision of this Agreement or of Self-Government Legislation is found by a court of competent jurisdiction to be invalid.

7.2 Neither Government nor the Teslin Tlingit Council shall challenge the validity of any provision of this Agreement or of Self-Government Legislation.

7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision. ***(Pg. 8 IP) Cross Ref: 6.1, 6.2***

(Note: Neither government of the TTC shall challenge the provisions of the SGA or SG legislation. (See SGA 7.1 and 7.2).

7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision. ***(Pg. 8 IP) C.Ref: 5.3***

8.0 INTERPRETATION AND APPLICATION OF LAW

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

8.1.1 Where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

8.2 Subject to 8.2.1, where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and any other Yukon Legislation, the Yukon Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.

8.2.1 Where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

8.3 This Agreement is subject to the Final Agreement, and in the event of any inconsistency or conflict, the Final Agreement shall prevail to the extent of the inconsistency or conflict.

8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless: **(Pg. 9 IP) Cr Ref 13.5, 24.0**

8.4.1 in the case of a conflict of laws issue arising between a law of the Teslin Tlingit Council and a law of another Yukon First Nation, the Teslin Tlingit Council and the other Yukon First Nation have otherwise agreed; or

8.4.2 in the case of a conflict of laws issue arising between a law of the Teslin Tlingit Council and a Law of General Application, the Teslin Tlingit Council and Government have otherwise agreed.

8.5 Unless otherwise provided in this Agreement, the exercise of powers by the Teslin Tlingit Council pursuant to this Agreement shall not confer any duties, obligations or responsibilities on Government.

8.6 This Agreement shall be interpreted according to the Interpretation Act, R.S.C. 1985, c. I-21, with such modifications as the circumstances require.

8.7 The preamble and the principles in this Agreement are statements of the intentions of the Parties and shall only be used to assist in the interpretation of doubtful or ambiguous expressions in this Agreement.

8.8 Capitalized words or phrases shall have the meaning as defined in this Agreement.

8.9 Any reference in this Agreement to Legislation, an Act or a provision of an Act includes:

8.9.1 that Legislation, Act or provision of an Act, and any Regulations made thereunder, as amended from time to time; and

8.9.2 any successor Legislation, Act or provision of an Act.

- 8.10 Successor Legislation includes Yukon Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.
- 8.11 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of this Agreement or Self-Government Legislation. **(Pg. 10 IP) Cr Ref: 7.3, 7.4, 8.4**
- 8.12 Nothing in this Agreement shall be construed to limit the jurisdiction of the Federal Court of Canada as set forth in the Federal Court Act, R.S.C. 1985, c. F-7. **(Pg. 10 IP) Cr Ref: 7.3, 7.4, 8.4**

PART II

TESLIN TLINGIT COUNCIL

9.0 LEGAL STATUS OF THE TESLIN TLINGIT COUNCIL

- 9.1 Upon the Effective Date, the Indian Act, R.S.C. 1985, c. I-5, Teslin Tlingit Council Indian Band shall cease to exist and its rights, titles, interests, assets, obligations and liabilities, including those of its band council, shall vest in the Teslin Tlingit Council.
- 9.2 The Teslin Tlingit Council is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may: **(Pg 11-12-13-14-15 IP) Cross ref: 9.2.4, 26.0**

9.2.1 enter into contracts or agreements; **(Pg 11 IP)**

9.2.2 acquire and hold property or any interest therein, sell or otherwise dispose of property or any interest therein; **(Pg 12 IP) Cr Ref 9.2.4**

9.2.3 raise, invest, expend and borrow money; **(Pg 13 IP)**

9.2.4 sue or be sued; **(Pg 14 IP)**

9.2.5 form corporations or other legal entities; and **(Pg 15 IP)**

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

9.3 The act of acquiring or the holding of any rights, liabilities or obligations by the Teslin Tlingit Council or by any entity described in 9.2.5, shall not be construed to affect any aboriginal right, title or interest of the Teslin Tlingit Council, its Citizens or their heirs, descendants or successors.

10.0 TESLIN TLINGIT COUNCIL CONSTITUTION

10.1 The Teslin Tlingit Council Constitution shall:

10.1.1 contain the Teslin Tlingit Council citizenship code;

10.1.2 establish governing bodies and provide for their powers, duties, composition, membership and procedures; **(Pg 16 IP)** *The TTC will have to prepare start-up policies & procedures with regard to the administration, operation and internal management of TTC affairs*

- 10.1.3 provide for a system of reporting, which may include audits, through which the Teslin Tlingit Council government shall be financially accountable to its Citizens; **(Pg 17 IP) Cr Ref: 22.1**
 - 10.1.4 recognize and protect the rights and freedoms of Citizens; **(Pg 18 IP)**
 - 10.1.5 provide for the challenging of the validity of laws enacted by the Teslin Tlingit Council and for the quashing of invalid laws; **(Pg 19 IP) Cr Ref 13.6**
 - 10.1.6 provide for amending the Constitution by the Citizens; and **(Pg 20 IP)**
 - 10.1.7 be consistent with this Agreement.
- 10.2 The Constitution may provide for any other matters relating to the Teslin Tlingit Council government or to the governing of Settlement Land, or of persons on Settlement Land.
- 10.3 The citizenship code established in the Constitution shall enable all persons enrolled under the Final Agreement to be Citizens.

11.0 TRANSITIONAL PROVISIONS

- 11.1 The band council of the Indian Act, R.S.C. 1985, c. I-5, Teslin Tlingit Council Indian Band that is in office on the Effective Date shall be deemed to be the governing body of the Teslin Tlingit Council until replaced in accordance with the Constitution.

11.2 Any monies held by Canada for the use and benefit of the Indian Act, R.S.C. 1985, c. I-5, Teslin Tlingit Council Indian Band shall be transferred to the Teslin Tlingit Council, as soon as practicable after the Effective Date. **(Pg 21 IP)**

12.0 DELEGATION

12.1 The Teslin Tlingit Council may delegate any of its powers, including legislative powers, to: **(Pg 22 IP) Cr Ref 9.2.1, 9.2.5, 26.0**

12.1.1 a public body or official established by a law of the Teslin Tlingit Council;

12.1.2 Government, including a department, agency or official of Government;

12.1.3 a public body performing a function of government in Canada, including another Yukon First Nation;

12.1.4 a municipality, school board, local body, or legal entity established by Yukon Law;

12.1.5 a tribal council;

12.1.6 the Council for Yukon Indians; or

12.1.7 any legal entity in Canada.

12.2 Any delegation under 12.1.2 to 12.1.7 shall be made by written agreement with the delegate. **(Pg 22 IP) Cr Ref 9.2.1, 9.2.5, 26.0**

12.3 The Teslin Tlingit Council has the capacity to enter into agreements to receive powers, including legislative powers, by delegation. **(Pg 23 IP) Cr Ref 9.2.1, 9.2.5, 12.1**

PART III

TESLIN TLINGIT COUNCIL LEGISLATION

13.0 LEGISLATIVE POWERS

13.1 The Teslin Tlingit Council shall have the exclusive power to enact laws in relation to the following matters: **(Pg 24 IP)**

13.1.1 administration of Teslin Tlingit Council affairs and operation and internal management of the Teslin Tlingit Council;

13.1.2 management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which are to be controlled by the Teslin Tlingit Council; and

13.1.3 matters ancillary to the foregoing.

13.2 The Teslin Tlingit Council shall have the power to enact laws in relation to the following matters in the Yukon: **(Pgs 25-6 IP)**

13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;

13.2.2 provision of programs and services for Citizens in relation to their aboriginal languages;

- 13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;
- 13.2.6 adoption by and of Citizens;
- 13.2.7 guardianship, custody, care and placement of Teslin Tlingit children, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.9 inheritance, wills, intestacy and administration of estates of Citizens, including rights and interests in Settlement Land;
- 13.2.10 procedures consistent with the principles of natural justice for determining the mental competency or ability of Citizens, including administration of the rights and interests of those found incapable of responsibility for their own affairs;
- 13.2.11 provision of services to Citizens for resolution of disputes outside the courts;

- 13.2.12 solemnization of marriage of Citizens;
 - 13.2.13 licences in respect of matters enumerated in 13.1, 13.2 and 13.3 in order to raise revenue for Teslin Tlingit Council purposes;
 - 13.2.14 matters necessary to enable the Teslin Tlingit Council to fulfill its responsibilities under the Final Agreement or this Agreement; and
 - 13.2.15 matters ancillary to the foregoing. **(Pgs 25-6 IP)**
- 13.3 The Teslin Tlingit Council shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters: **(Pgs 27-29 IP)**
- 13.3.1 use, management, administration, control and protection of Settlement Land;
 - 13.3.2 allocation or disposition of rights and interests in and to Settlement Land, including expropriation by the Teslin Tlingit Council for Teslin Tlingit Council purposes;
 - 13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of the Teslin Tlingit Council;
 - 13.3.4 gathering, hunting, trapping or fishing and the protection of fish, wildlife and habitat;
 - 13.3.5 control or prohibition of the erection and placement of posters, advertising signs, and billboards;

- 13.3.6 licensing and regulation of any person or entity carrying on any business, trade, profession, or other occupation;
- 13.3.7 control or prohibition of public games, sports, races, athletic contests and other amusements;
- 13.3.8 control of the construction, maintenance, repair and demolition of buildings or other structures;
- 13.3.9 prevention of overcrowding of residences or other buildings or structures;
- 13.3.10 control of the sanitary condition of buildings or property;
- 13.3.11 planning, zoning and land development;
- 13.3.12 curfews, prevention of disorderly conduct and control or prohibition of nuisances;
- 13.3.13 control or prohibition of the operation and use of vehicles;
- 13.3.14 control or prohibition of the transport, sale, exchange, manufacture, supply, possession or consumption of intoxicants;
- 13.3.15 establishment, maintenance, provision, operation or regulation of local services and facilities;
- 13.3.16 caring and keeping of livestock, poultry, pets and other birds and animals, and impoundment and disposal of any bird or animal maltreated or improperly at-large, but the caring and keeping of

livestock does not include game farming or game ranching;

- 13.3.17 administration of justice;
- 13.3.18 control or prohibition of any actions, activities or undertakings that constitute, or may constitute, a threat to public order, peace or safety;
- 13.3.19 control or prohibition of any activities, conditions or undertakings that constitute, or may constitute, a danger to public health;
- 13.3.20 control or prevention of pollution and protection of the environment;
- 13.3.21 control or prohibition of the possession or use of firearms, other weapons and explosives;
- 13.3.22 control or prohibition of the transport of dangerous substances; and
- 13.3.23 matters coming within the good government of Citizens on Settlement Land.

13.4.0 **Emergency Powers**

(Pgs. 30-31 IP) Cross Ref 9.2.1, 13.5.4, 13.5.5

- 13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Teslin Tlingit Council may apply to the Emergency.

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

that the act was necessary to relieve an Emergency.

13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.

13.5.0 **Laws of General Application**

13.5.1 Unless otherwise provided in this Agreement, all Laws of General Application shall continue to apply to the Teslin Tlingit Council, its Citizens and Settlement Land.

13.5.2 Canada and the Teslin Tlingit Council shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws of the Teslin Tlingit Council shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict. **(Pgs 32-33 IP)**

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

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

(Canada will provide a negotiated level of funding, as identified in the workplan, for the participation of the TTC in negotiations to identify areas in which TTC laws may prevail. This funding shall be set out in a budget negotiated with Canada prior to the onset of negotiations.

- 13.5.3 Except as provided in 14.0, a Yukon Law of General Application shall be inoperative to the extent that it provides for any matter for which provision is made in a law enacted by the Teslin Tlingit Council.
- 13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Teslin Tlingit Council, the Yukon shall Consult with the Teslin Tlingit Council before introducing the Legislation in the Legislative Assembly. **(Pg 34 IP) Cr Ref 13.5.3, 8.4**
- 13.5.5 Where the Teslin Tlingit Council reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Teslin Tlingit Council shall Consult with the Yukon before enacting the law. **(Pg 35 IP) Cr Ref 8.4, 13.5.4**
- 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Teslin Tlingit Council has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Teslin Tlingit Council, Citizens or Settlement Land, the Commissioner in Executive Council may declare

that the Yukon Law of General Application ceases to apply in whole or in part to the Teslin Tlingit Council, Citizens or Settlement Land. **(Pg 36-37 IP) Cross Ref 13.5.5**

13.5.7 Prior to making a declaration pursuant to 13.5.6, the Yukon shall: **(Pg 36-37 IP) Cross Ref 13.5.5**

13.5.7.1 Consult with the Teslin Tlingit Council and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Teslin Tlingit Council; and

13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Teslin Tlingit Council agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.

13.6.0 Administration of Justice

13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Teslin Tlingit Council justice provided for in 13.3.17. **(Pgs 38-9 IP)**

13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Teslin Tlingit Council, prosecution, corrections, law enforcement, the

relation of any Teslin Tlingit Council courts to other courts and any other matter related to aboriginal justice to which the Parties agree. **(Pgs 38-9 IP)**

13.6.3 Notwithstanding anything in this Agreement, the Teslin Tlingit Council shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2. **(Pgs 38-9 IP)**

13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2: **(Pgs 40-41 IP) Cr Ref 13.6.5, 13.6.6**

13.6.4.1 the Teslin Tlingit Council shall have the power to establish penalties of fines up to \$5,000 and imprisonment to a maximum of six months for the violation of a law enacted by the Teslin Tlingit Council; **(Pgs 40-41 IP) Cr Ref 13.6.5, 13.6.6**

13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Teslin Tlingit Council in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under a law enacted by the Teslin Tlingit Council shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon; **(Pgs 40-41 IP) Cr Ref 13.6.5, 13.6.6**

13.6.4.3 any offence created under a law enacted by the Teslin Tlingit Council shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act, R.S.Y. 1986, c. 164 by prosecutors appointed by the Yukon; and

13.6.4.4 any term of imprisonment ordered by the Territorial Court of the Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act, R.S.Y., 1986, c. 36. **(Pgs 40-41 IP) Cr Ref 13.6.5, 13.6.6**

13.6.5 Nothing in 13.6.4 is intended to preclude:

13.6.5.1 consensual or existing customary practices of the Teslin Tlingit Council with respect to the administration of justice; or

13.6.5.2 programs and practices in respect of the administration of justice, including alternate sentencing or other appropriate remedies, to which the Parties agree before an agreement is concluded pursuant to 13.6.1 and 13.6.2.

13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier. If the Parties fail to reach an agreement pursuant to 13.6.1 and 13.6.2 during the five year period then the interim provisions shall extend for a further term ending December 31, 1999. **(Pgs 38-9 IP)**

- 13.6.7 All new and incremental costs of implementing the interim provisions in 13.6.4 incurred by the Yukon shall be paid by Canada in accordance with guidelines to be negotiated by the Yukon and Canada. **(Pgs 40-41 IP) Cr Ref 13.6.5, 13.6.6**

(Canada will provide a negotiated level of funding, as identified in the workplan, for the participation of the TTC in negotiations in respect of the administration of justice, which funding shall be as set out in a budget negotiated with Canada prior to the onset of negotiations.

Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of administration of justice agreements contemplated by the SGAs.)

14.0 TAXATION (TTFA Chpt 20.6; Chpt 21.2.1; 21.2.3; 21.2.4;21.2.5.1; 21.3)

- 14.1 The Teslin Tlingit Council shall have the power to enact laws in relation to: **(Pg 42 IP) Cr Ref 13.1, 13.2, 13.3, 14.2, 14.3, 14.4**

- 14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;
- 14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.5.2, other persons and entities) within Settlement Land to raise revenue for Teslin Tlingit Council purposes; and
- 14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to

14.8. (Pg 42 IP) Cr Ref 13.1, 13.2, 13.3, 14.2, 14.3, 14.4

- 14.2 The Teslin Tlingit Council powers provided for in 14.1 shall not limit Government's powers to levy tax or make taxation laws.
- 14.3 The Teslin Tlingit Council shall not exercise its power to enact laws pursuant to 14.1.1 until the expiration of three years following the Effective Date or until such earlier time as may be agreed between the Teslin Tlingit Council and the Yukon.
- 14.4 The Teslin Tlingit Council shall not exercise its power to enact laws pursuant to 14.1.2 until the expiration of three years following the Effective Date.
- 14.5 After the expiration of one year following the Effective Date or at such earlier time as may be agreed by Canada and the Teslin Tlingit Council, Canada and the Teslin Tlingit Council shall make reasonable efforts to negotiate agreements on:
(Pg 43 IP)
- 14.5.1 the manner in which the Teslin Tlingit Council power to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and
 - 14.5.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.
- 14.6 When the Teslin Tlingit Council exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of

property taxes consistent with equitable and comparable taxation levels.

14.6.1 To the extent that the Teslin Tlingit Council imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.

14.6.2 The Teslin Tlingit Council and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs. **(Pg 44 IP) Cross Ref: 14.3**

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

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

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

Canada shall, upon the request in writing of the Teslin Tlingit Council, recommend Legislation to the appropriate legislative authority to provide the Teslin Tlingit Council with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity. **(Pg 46 IP)**

14.8 The Yukon Minister of Finance may enter into taxation agreements with the Teslin Tlingit Council. **(Pg 44-45 IP) Cr Ref 14.3**

14.9 Notwithstanding 14.1, the Teslin Tlingit Council shall, for taxation purposes, be deemed to be a "public authority" within

the meaning of Schedule 1 of the Northern Pipeline Act, R.S.C. 1985, c. N-26 and shall abide and be bound by its terms and by the following:

- 14.9.1 "Pipeline" has the same meaning as in the Northern Pipeline Act, R.S.C. 1985, N-26;
- 14.9.2 "Yukon Property Tax" has the same meaning as in Schedule 1 of the Northern Pipeline Act, R.S.C. 1985, c. N-26;
- 14.9.3 the maximum level of the Yukon Property Tax imposed by the Yukon or any public authority therein on or for the use of the Pipeline, shall not exceed the amounts payable set out in section 5 of Schedule 1 of the Northern Pipeline Act, R.S.C. 1985, c. N-26;
- 14.9.4 the Yukon shall Consult with the Teslin Tlingit Council and any other affected Yukon First Nation on the establishment of the assessment and taxation regime for the Pipeline and the apportioning, as between themselves, of the Yukon Property Tax;
- 14.9.5 the assessment and taxation regime shall
 - 14.9.5.1 take into account the assessment and taxation regimes for similar projects in other jurisdictions in Canada,
 - 14.9.5.2 include a fair and equitable method to apportion the Yukon Property Tax payable for the part of the Pipeline on Settlement Land and the portions which are not on Settlement Land, and

- 14.9.5.3 provide for consistent, non-discriminatory assessment methods and tax rates for all parts of the Pipeline regardless of whether those parts are located on Settlement Land or Non-Settlement Land;
- 14.9.6 subject to 14.9.3, a dispute respecting the assessment and taxation regime, including the apportionment of Yukon Property Tax payable on Teslin Settlement Land and on Non-Settlement Land, may be referred by the Teslin Tlingit Council or the Yukon to dispute resolution under 26.4.0 of the Final Agreement; and
- 14.9.7 a dispute not resolved pursuant to 26.4.0 may be referred to dispute resolution under 26.7.0 of the Final Agreement upon agreement of the Teslin Tlingit Council and the Yukon.

15.0 TAXATION STATUS

15.1 The Teslin Tlingit Council shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act, S.C.1970-71-72, c. 63 be deemed to be a public body performing a function of government in Canada for each taxation year of the Teslin Tlingit Council where, at all times before the end of the year:
(Pg 47 IP)

15.1.1 all of its real property and all or substantially all of its tangible personal property was situate on Settlement Land; **(Pg 47 IP)**

15.1.2 it did not carry on any business other than a business carried on by it on Settlement Land, the

primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and **(Pg 47 IP)**

15.1.3 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Settlement Agreement or Settlement Legislation, **(Pg 47 IP)**

and for these purposes the taxation year of the Teslin Tlingit Council shall be the calendar year or such other fiscal period as the Teslin Tlingit Council may elect.

15.2 Nothing in this Agreement shall affect the taxation status of Settlement Corporations as provided for in Chapter 20 of the Final Agreement. **(TTFA Chpt 20 Tax Status Settlement Corp.)**

15.3 No tax shall be payable under the Income Tax Act, S.C. 1970-71-72, c. 63 for a taxation year on the income, property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times before the end of the year: **(Pg 48 IP)**

15.3.1 all the shares and capital of the subsidiary are owned by the Teslin Tlingit Council or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5; **(Pg 48 IP)**

15.3.2 no part of the earnings of the subsidiary are available to any person other than the Teslin Tlingit Council or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5; **(Pg 48 IP)**

- 15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is situate on Settlement Land; **(Pg 48 IP)**
- 15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and **(Pg 48 IP)**
- 15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement. **(TTFA Chpt 20 Tax Status Settlement Corp.) (Pg 48 IP)**
- 15.4 Where the Teslin Tlingit Council is deemed to be a public body under 15.1 for a particular year, no income tax will be imposed on the Teslin Tlingit Council by the Yukon in respect of that year.
- 15.5 Where, under 15.3, no income tax is payable by a subsidiary for a particular year, no income tax will be imposed on the subsidiary by the Yukon in respect of that year.

PART IV

TESLIN TLINGIT COUNCIL PROGRAMS AND SERVICES

16.0 SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

16.1 Canada and the Teslin Tlingit Council shall negotiate a self-government financial transfer agreement in accordance with 16.3, with the objective of providing the Teslin Tlingit Council with resources to enable the Teslin Tlingit Council to provide public services at levels reasonably comparable to those generally prevailing in Yukon, at reasonably comparable levels of taxation. **(Pg 49 IP)**

16.2 Subject to such terms and conditions as may be agreed, the self-government financial transfer agreement shall set out:

16.2.1 the amounts of funding to be provided by Canada towards the cost of public services, where the Teslin Tlingit Council has assumed responsibility;

16.2.2 the amounts of funding to be provided by Canada towards the cost of operation of Teslin Tlingit Council government institutions; and

16.2.3 such other matters as Canada and the Teslin Tlingit Council may agree.

16.3 In negotiating the self-government financial transfer agreement, Canada and the Teslin Tlingit Council shall take into account the following:

16.3.1 the ability and capacity of the Teslin Tlingit Council to generate revenues from its own sources;

16.3.2 diseconomies of scale which impose higher operating or administrative costs on the Teslin Tlingit Council, in relation to costs prevailing prior to conclusion of this Agreement;

- 16.3.3 due regard to economy and efficiency, including the possibilities for co-operative or joint arrangements among Yukon First Nations for the management, administration and delivery of programs or services;
 - 16.3.4 any funding provided to the Teslin Tlingit Council through other Government transfer programs;
 - 16.3.5 demographic features of the Teslin Tlingit Council;
 - 16.3.6 results of reviews pursuant to 6.6;
 - 16.3.7 existing levels of Government expenditure for services to Yukon First Nations and Yukon Indian People;
 - 16.3.8 the prevailing fiscal policies of Canada;
 - 16.3.9 other federal Legislation respecting the financing of aboriginal governments; and
 - 16.3.10 such other matters as Canada and the Teslin Tlingit Council may agree.
- 16.4 To assist in the negotiation of self-government financial transfer agreements, Government and the Teslin Tlingit Council shall:
- 16.4.1 take into account the direct and indirect costs to Government over such period as the Parties may agree, of managing, administering and delivering a particular program or service for which the Teslin Tlingit Council is assuming responsibility;

- 16.4.2 subject to the restrictions described in 2.7.0 of the Final Agreement, disclose all relevant information for the purposes of 16.4.1; **(TTFA Chpt 2.7 Disclosure of information)**
- 16.4.3 consider the establishment of a base year and appropriate adjustment factors for determining the resources to be provided; and
- 16.4.4 consider, without prejudice, the method for calculating the formula financing grant under the Formula Financing Agreement between Canada and the Yukon.
- 16.5 Self-government financial transfer agreements may consolidate federal program funding (operating and capital programs) for the Teslin Tlingit Council.
- 16.6 Payments pursuant to the self-government financial transfer agreement shall be provided on an unconditional basis except where criteria or conditions are attached to the provision of funding for similar programs or services in other jurisdictions in Canada.
- 16.7 The Teslin Tlingit Council may continue to access federal program funding for those programs not consolidated in the self-government financial transfer agreement in accordance with program authorities and conditions in effect from time to time.
- 16.8 Financial compensation paid: **(TTFA Chpt 19 FTA Calculation)**
- 16.8.1 to Yukon First Nations in accordance with Chapter 19 of the Umbrella Final Agreement; and

16.8.2 to the Teslin Tlingit Council pursuant to Chapter 19 of the Final Agreement,

and the proceeds from investments of the financial compensation described in 16.8.1 and 16.8.2, shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.

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

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

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

16.12 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Teslin Tlingit Council shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Teslin Tlingit Council. **(Pg. 50 IP) Cr Ref 16.1**

16.13 The self-government financial transfer agreement shall be attached to but not form part of this Agreement and it shall

be a contract between Canada and the Teslin Tlingit Council.

- 16.14 The level of funding provided pursuant to the self-government financial transfer agreement may be adjusted annually according to a formula to be agreed upon by Canada and the Teslin Tlingit Council.
- 16.15 When the self-government financial transfer agreement is renegotiated, the Teslin Tlingit Council and Government shall review the cost-sharing arrangements.
- 16.16 The first self-government financial transfer agreement of the Teslin Tlingit Council shall be negotiated at the same time as the implementation plan for this Agreement. **(Pg 49 IP)**
- 16.17 Nothing in 16.0 shall affect the ability of the Teslin Tlingit Council to exercise, or benefit from, any rights that it may become entitled to under future provisions of the Constitution of Canada.

17.0 PROGRAMS AND SERVICES

- 17.1 During the term of a self-government financial transfer agreement the Teslin Tlingit Council and Government shall negotiate the assumption of responsibility by the Teslin Tlingit Council for the management, administration and delivery of any program or service within the jurisdiction of the Teslin Tlingit Council, whether or not the Teslin Tlingit Council has enacted a law respecting such matter. **(Pg 51 IP) Cr Ref 16.0, 18.0**
- 17.2 The Teslin Tlingit Council shall notify Government by March 31st of each year of its priorities for negotiations pursuant to

17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the Teslin Tlingit Council priorities for negotiation. The workplan shall identify timelines and resources available for negotiations.

17.3 Negotiations pursuant to 17.1 shall have the following objectives:

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

17.3.2 to provide for mechanisms of cooperation and coordination, as appropriate, between the Teslin Tlingit Council government and governments at a local, territorial and federal level to ensure the effective and efficient delivery of the program or service;

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

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

17.3.5 to provide mechanisms for negotiating basic common standards between Government and Teslin Tlingit Council programs and services; and

17.3.6 to identify the scope of the Parties' authority.

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

18.0 GOVERNMENT OF THE YUKON FINANCIAL CONTRIBUTIONS

(Pages 52 and 53 of Implementation Plan)

- 18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:
- 18.1.1 the savings in expenditures realized by the Yukon as a result of the Teslin Tlingit Council assumption of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus

- 18.1.2 an amount equal to losses in tax revenues resulting from the Teslin Tlingit Council occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by the Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus
- 18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as
- 18.1.4 any other factors as Canada and the Yukon may agree,

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

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

to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.

(This will be a matter for bilateral negotiations between Canada and the Yukon. Details required to implement these provisions to be determined.)

19.0 TESLIN TLINGIT COUNCIL REVENUE

19.1 If the Teslin Tlingit Council has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Teslin Tlingit Council self-government financial transfer agreement, provided that: **(Pg. 54 IP) Cr Ref 14.0, 16.3.1, 15.12**

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

19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Teslin Tlingit Council obtains access to that tax base; and

19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Teslin Tlingit Council to exploit that tax base. **(Pg. 54 IP) Cr Ref 14.0, 16.3.1, 15.12**

20.0 LAWS OF CANADA AND THE YUKON

20.1 The Teslin Tlingit Council has the power to adopt any Law of the Yukon or Canada as its own law in respect of matters provided for in this Agreement.

20.2 The Statutory Instruments Act, R.S.C. 1985, c. S-22, does not apply to a law enacted by the Teslin Tlingit Council.

21.0 PUBLIC REGISTER OF LAWS AND NOTIFICATION PROVISIONS

(TFA Chpt 2.3.6 TFA amendments published in TTC law registry)

21.1 The Teslin Tlingit Council government shall maintain at its principal administrative offices a register of all laws enacted by the Teslin Tlingit Council. ***(Pg 55 IP) Cr Ref 13.0, 14.1 (Maintaining registry comprises the provision of information to the public)***

21.2 The Teslin Tlingit Council shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations. ***(Pg 56 IP)***

21.3 Every law enacted by the Teslin Tlingit Council and any amendment thereto and the Constitution and any amendment thereto shall be entered in their entirety into the register forthwith upon approval, adoption or enactment and also shall be forwarded forthwith to the central registry.

21.4 Any person shall have reasonable access to the registries during normal business hours.

21.5 The Teslin Tlingit Council shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur. ***(Pg 57 IP) Cross reference 10.1.1) June 23\97 enrollment list sent to Yukon and Canada***

22.0 FINANCIAL ACCOUNTABILITY

22.1 The Teslin Tlingit Council shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada. **(Pg 58 IP) Cr Ref 10.1.3**
Prepare, maintain and publish accounts

23.0 IMPLEMENTATION

23.1 The Parties shall conclude an implementation plan as soon as practicable.

23.2 If the implementation plan has not been completed at the time this Agreement is ratified by the Teslin Tlingit Council, the Teslin Tlingit Council shall be deemed to have delegated to the Chief and Council of the Teslin Tlingit Council the authority to negotiate and approve the implementation plan on behalf of the Teslin Tlingit Council.

23.3 The Teslin Tlingit Council shall approve the implementation plan before it is approved by Government.

23.4 Canada shall seek approval of the implementation plan at the same time Canada seeks ratification of this Agreement.

23.5 The implementation plan referred to in 23.1 shall be attached to but not form part of this Agreement and it shall be a contract between the Parties, and, to the extent practicable, it shall be coordinated with the implementation plan for the Final Agreement. **(TTFA 28.3.2.6 page 340) *Coordination of implementation plans***

24.0 DISPUTE RESOLUTION (*Dispute resolution is linked to the process outlined in the TTFA Chapter 26*)

- 24.1 If the Teslin Tlingit Council and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either party may refer the matter to mediation under 26.4.0 of the Final Agreement. **(Pg 59-60 IP)**
- 24.2 If the Teslin Tlingit Council, Canada, or the Yukon do not agree:
- 24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1; or,
- 24.2.2 in the negotiations for the transfer of programs or services provided for in 17.0,
- any party may refer the matter to mediation under 26.4.0 of the Final Agreement. **(Pg 59-60 IP)**
- 24.3 A dispute respecting this Agreement not described in 24.1 or 24.2 may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the Parties. **(Pg 59-60 IP)**
- 24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute. **(Pg 59-60 IP)**
- 24.5 Subject to 26.8.0 of the Final Agreement, no party may apply to any court for relief in respect of any dispute which has been referred to arbitration under 24.4, except for an application for interim or interlocutory relief where the board has failed to appoint an arbitrator under 26.7.2 of the Final Agreement within 60 days of an application by any party to the dispute. **(Pg 59-60 IP)**

25.0 COMPATIBLE LAND USE

TTFA Chpt 5.0 Compatible land use re: Community Settlement

25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land, the Teslin Tlingit Council and the Yukon or the Village of Teslin, as the case may be, shall make best efforts to ensure: ***(Pg 61 IP)***

25.1.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and

25.1.2 a proposed land use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.

25.2 For the purpose of avoiding significant adverse impact on the peaceful use and enjoyment of the Settlement Land described in Appendix A and adjacent Non-Settlement Land, the Teslin Tlingit Council and the Yukon or the Village of Teslin may establish a joint planning structure: ***(Pg 61 IP)***

25.2.1 to develop or recommend amendments to a territorial, municipal or Teslin Tlingit Council community or area development land use plan; and

25.2.2 to carry out other activities which would promote the compatible use of the Settlement Land

described in Appendix A and adjacent Non-Settlement Land.

26.0 LOCAL SERVICE AGREEMENTS (TTFA Chpt 21.2.4; 21.3; 21.4)

26.1 The Teslin Tlingit Council may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning or other land use control. **(Pg 62 IP) Cr Ref 26.2**

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

26.2.1 take into account the cost of providing that service;

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

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

27.0 REGIONAL OR DISTRICT STRUCTURES

(Canada will provide a negotiated level of funding, as identified in the workplan, for the participation of the TTC in negotiations respecting regional or district structures, which funding shall be as set out in a budget negotiated with Canada prior to the onset of negotiations)

- 27.1 The Teslin Tlingit Council and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory. **(Pgs 63-64 IP) Cross Ref: 27.2, 27.3, 27.4, 27.5, 27.6**
- 27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Teslin Tlingit Council or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Teslin Tlingit Council or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.
- 27.3 In the negotiations referred to in 27.2, the Teslin Tlingit Council and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.
- 27.4 A common administrative and planning structure established pursuant to 27.3 shall:
- 27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and
 - 27.4.2 include direct representation by the Teslin Tlingit Council.
- 27.5 The Teslin Tlingit Council and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.

27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:

27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;

27.6.2 the exact manner by which the common administrative and planning structure shall be created;

27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;

27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;

27.6.5 a detailed implementation plan;

27.6.6 financial and cost-sharing arrangements; and

27.6.7 such other matters as the Teslin Tlingit Council and Government may agree.

28.0 TESLIN COMMUNITY LANDS (*TTFA Chpt 5 Laws on certain community Settlement Lands*)

28.1 In respect of the Settlement Land described in Part 1 of Appendix B, the Teslin Tlingit Council shall not exercise its powers to enact laws in relation to the matters described in Part 2 of Appendix B, unless otherwise agreed by the Teslin

Tlingit Council and Government or the Village of Teslin, whichever has responsibility for the matter in question. **(Pg 65 IP)**

28.2 In respect of the Settlement Land described in Part 1 of Appendix B, any use by the Teslin Tlingit Council of that Settlement Land or of a building or structure thereon, existing at the Effective Date that does not conform to the Official Community Plan of the Village of Teslin or to a bylaw of the Village of Teslin may be continued. **(Pg 65 IP)**

28.3 In respect of the Settlement Land described in Part 1 of Appendix B, any bylaw enacted by the Village of Teslin after the Effective Date and any amendment to the Official Community Plan of the Village of Teslin after the Effective Date shall take into account any existing use by the Teslin Tlingit Council of that Settlement Land or a building or structure thereon as well as the culture, identity and values of the Teslin Tlingit. **(Pg 65 IP)**

28.4 In respect of the Settlement Land described in Appendix C, the Teslin Tlingit Council shall not exercise its powers to enact laws pursuant to 13.3 or 14.1.1, unless otherwise agreed by the Teslin Tlingit Council and, Government or the City of Whitehorse, whichever has responsibility for the matter in question.

29.0 TESLIN TLINGIT COUNCIL RETAINED RESERVES

(TTFA Chpt 4.1.1.1 Reserve status)

29.1 In 29.0 "Teslin Lands" means the lands in the Indian Act, R.S.C. 1985, c. I-5 reserves described as Teslin Post Indian

Reserve No.13, Nisutlin Indian Reserve No.14 and Nisutlin Bay Indian Reserve No.15.

- 29.2 On the Effective Date, title to the Teslin Lands shall be vested in the Teslin Tlingit Council for the use and benefit of its Citizens.
- 29.3 Teslin Tlingit Council's title to the Teslin Lands shall be the same as if the Teslin Lands were Category A Settlement Land within the meaning of the Final Agreement.
- 29.4 On the Effective Date, the Teslin Tlingit Council's title to the Teslin Lands shall continue to be subject to any lawful rights or interests of third parties to which the Teslin Lands are subject immediately prior to the Effective Date, and in respect of Teslin Post Indian Reserve No. 13 only, shall be subject to the following: **(Pgs 66-67 IP)**
- 29.4.1 Order in council 1990-7\1654, Annex A, being a settlement agreement between the Teslin Indian Band and members of the Teslin Indian Band and Canada, and attached schedules, executed on September 28, 1990;
- 29.4.2 Order in council 1983-667, in respect of the use of the lands described therein as a school site;
- 29.4.3 Airport Zoning Controls, as defined in Appendix A - Settlement Land Descriptions, to the Final Agreement, shall apply in respect of the Teslin Aerodrome;
- 29.4.4 the ability of the Yukon and the Teslin Tlingit Council to enter into negotiations with a view to concluding, as soon as practicable, and in any case, prior to the Yukon finalizing plans for the

capital upgrading of the Teslin Sewage Treatment Facility, an agreement as to the terms and conditions of any easement which may be established in favour of the Yukon allowing for the construction, operation and maintenance of a sewage force main; and **(Pgs 66-67 IP)**

29.4.5 that the negotiations referred to in 29.4.4 shall take into account whether the route for the sewage force main proposed by the Yukon is the route least harmful to the interests of the Teslin Tlingit Council while being reasonably suitable for the interests of the Yukon and the Village of Teslin. **(Pgs 66-67 IP)**

29.5 Subject to 29.4, on the Effective Date, all rights and interests in the Teslin Lands of Canada and of the Indian Act, R.S.C. 1985, c. I-5, Teslin Tlingit Council Indian Band shall cease to exist.

29.6 Canada shall be held harmless by the Teslin Tlingit Council for the vesting of the Teslin Lands in the Teslin Tlingit Council in accordance with 29.0.

29.7 The Indian Act, R.S.C. 1985, c. I-5 shall cease to apply to the Teslin Lands and this Agreement shall apply to the Teslin Lands as if they were Settlement Land.

29.8 The Final Agreement shall apply to the Teslin Lands as if they were Category A Settlement Land within the meaning of the Final Agreement.

29.9 The Teslin Lands shall continue to be lands reserved for the Indians within the meaning of Class 24 of Section 91 of the Constitution Act, 1867.

29.10 Subject to 29.4, the Teslin Tlingit Council shall have full power to dispose of the Teslin Lands and any rights or interests therein, but shall not do so except in accordance with the procedure established in the Constitution.

29.11 Canada shall be held harmless by the Teslin Tlingit Council for the management by the Teslin Tlingit Council of the Teslin Lands after the Effective Date.

29.12 The vesting of the Teslin Lands and all other matters agreed to in 29.0 shall be provided for in Self-Government Legislation and shall take effect by virtue of Self-Government Legislation and not by virtue of the Indian Act, R.S.C. 1985, c. I-5. For greater certainty, Self-Government Legislation shall provide that the provisions of the Indian Act, R.S.C. 1985, c. I-5, respecting the surrender and conveyance of lands in a "reserve" are inapplicable to the Teslin Lands.

29.13 The authorization form provided for in the ratification process

under 4.1.3 shall expressly state that ratification of this Agreement by the Teslin Tlingit Council signifies approval of the vesting of the Teslin Lands in the Teslin Tlingit Council and authorizes Canada to take necessary measures to effect the change in the status of the Teslin Lands.

29.14 Self-Government Legislation shall provide that Canada is authorized to take necessary measures to effect the change in the status of the Teslin Lands.

29.15 If the Minister of Indian Affairs and Northern Development recommends to the Governor in Council that lands be set apart for the use and benefit of the Teslin Tlingit Council pursuant to 4.3.6.1 of the Final Agreement, the Parties to this Agreement shall enter into negotiations to establish a regime for the ownership, management and administration of those

lands which shall be set out in Self-Government Legislation.
(Pgs 66-67 IP)

29.15.1 The Governor in Council shall not set apart lands for the use and benefit of the Teslin Tlingit Council pursuant to 4.3.6.1 of the Final Agreement until the regime referred to in 29.15 is given effect in the Self-Government Legislation referred to in 29.15. **(Pgs 66-67 IP)**

APPENDIX A

SELECTION	LEGAL DESCRIPTION
C-3B	Unsurveyed;
C-8B	Lot 9, Group 805, Plan 41764 CLSR, 20286 LTO; Lot 2, Group 805, Plan 43481 CLSR, 23048 LTO plus an unsurveyed parcel;
C-11B	Unsurveyed;
C-25B	Unsurveyed;
C-27B/D	Lot 2, Block 29, Townsite of Teslin, Plan 65434 CLSR, 60807 LTO;
C-28B/D	Lots 4 and 5, Block 8, Townsite of Teslin, Plan 41709 CLSR, 20198 LTO;
C-29B/D	Lot 1, 3 and 4, Block 27, Townsite of Teslin, Plan 63655 CLSR, 51079 LTO;
C-30B/D	Lot 6, Group 805, Townsite of Teslin, Plan 42288 CLSR, 20956 LTO;
C-31FS/D	Lot 2, Block 6, Townsite of Teslin, Plan 41709 CLSR, 20198 LTO;

C-40B/D	Lot 1, Block 24, Plan 63655 CLSR, 51709 LTO;
C-41B/D	Lot 1, Block 31, Plan 65434 CLSR, 60807 LTO;
C-42B/D	Lot 3, Block 31, Plan 65434 CLSR, 60807 LTO;
C-43B/D	Lot 5, Block 31, Plan 65434 CLSR, 60807 LTO;
C-44B/D	Lot 7, Block 31, Plan 65434 CLSR, 60807 LTO;
C-45B/D	Lot 4, Block 29, Plan 65434 CLSR, 60807 LTO;
C-46B/D	Lot 6, Block 29, Plan 65434 CLSR, 60807 LTO;
C-47B/D	Lot 8, Block 29, Plan 65434 CLSR, 60807 LTO.

APPENDIX B

PART I

SELECTION	LEGAL DESCRIPTION
C-27B/D	Lot 2, Block 29, Townsite of Teslin, Plan 65434 CLSR, 60807 LTO;
C-29B/D	Lots 1, 3 and 4, Block 27, Townsite of Teslin, Plan, 63655 CLSR, 51079 LTO;
C-40B/D	Lot 1, Block 24, Plan 63655, CLSR 51079 LTO;
C-41B/D	Lot 1, Block 31, Plan 65434 CLSR, 60807 LTO;
C-42B/D	Lot 3, Block 31, Plan 65434 CLSR, 60807 LTO;
C-43B/D	Lot 5, Block 31, Plan 65434 CLSR, 60807 LTO;
C-44B/D	Lot 7, Block 31, Plan 65434 CLSR, 60807 LTO;
C-45B/D	Lot 4, Block 29, Plan 65434 CLSR, 60807 LTO;
C-46B/D	Lot 6, Block 29, Plan 65434 CLSR, 60807 LTO;

C-47B/D

Lot 8, Block 29, Plan 65434
CLSR, 60807 LTO.

APPENDIX B

PART 2

The Teslin Tlingit Council powers referred to in 28.1 are those powers enumerated in:

13.3.5;
13.3.8;
13.3.9;
13.3.10;
13.3.11;
13.3.16;
13.3.17, unless otherwise provided in any agreement

concluded pursuant to 13.6.1 and 13.6.2;

13.3.18;
13.3.19;
13.3.20; and
13.3.21.

APPENDIX C

SELECTION

LEGAL DESCRIPTION

C-38FS/D

Lot 11, Block 278,
Riverdale Subdivision, Plan
62615 CLSR, 48405 LTO;

C-39FS/D

Lot 23, Deep Creek
Subdivision, Quad IO5 E/3,
Plan 42265 CLSR, 20941
LTO.

SCHEDULE A

RATIFICATION OF THE TESLIN TLINGIT COUNCIL SELF-GOVERNMENT AGREEMENT

1.0 DEFINITIONS

1.1 In this schedule, the following definitions shall apply:

"Band" has the same meaning as in the Indian Act, R.S.C. 1985, c. I-5;

"Clan" and "Clan Representative" have the same meanings as in the Constitution;

"Eligible Clan Members" means all persons who are on the Official Enrollment List on the date determined by the Executive pursuant to 5.1 and who will, as of the date so determined by the Executive, be at least 16 years of age;

"Official Enrollment List" means the Official Enrollment List for the Teslin Tlingit Council prepared by the Enrollment Commission pursuant to Chapter 3 of the Final Agreement;

"Ratification Committee" means the Ratification Committee established pursuant to 3.0 of Schedule A to Chapter 2 of the Final Agreement;

"Registered" has the same meaning as in the Indian Act, R.S.C. 1985, c. I-5.

"Reserve" has the same meaning as in section 2(1) of the Indian Act, R.S.C. 1985, c. I-5.

2.0 GENERAL

- 2.1 Ratification of this Agreement by the Teslin Tlingit Council, in accordance with this schedule, shall be considered ratification by all persons eligible to be Citizens.
- 2.2 This Agreement shall be ratified by the Teslin Tlingit Council before being considered for ratification by Canada and the Yukon.
- 2.3 After the Teslin Tlingit Council and the Ratification Committee carry out their responsibilities under this schedule, and if the results constitute ratification of this Agreement by the Teslin Tlingit Council, this Agreement shall, within three months of its ratification by the Teslin Tlingit Council or as soon as practicable thereafter, be considered by Government for ratification.
- 2.4 The Executive, Council and Clan Representatives shall carry out their activities under this schedule in accordance with the Constitution.

3.0 RATIFICATION COMMITTEE

- 3.1 The Ratification Committee shall carry out the responsibilities set out for it in this schedule.
- 3.2 The Ratification Committee shall be an independent body and act at arms-length from the parties to this Agreement and its members shall not be delegates of the party appointing them.

4.0 RATIFICATION BUDGETS

- 4.1 The Teslin Tlingit Council shall prepare a budget for carrying out its responsibilities, and the responsibilities of the Ratification Committee, in this process, subject to review and

approval by Canada. The approved expenses of the Teslin Tlingit Council and the Ratification Committee shall be a charge on Canada.

5.0 INITIATION OF THE RATIFICATION PROCESS

- 5.1 The Executive shall determine the date on which the Ratification Committee is to commence carrying out its responsibilities under 7.2, which date shall be the same date determined by the Executive for the Ratification Committee to commence carrying out its responsibilities under 7.2 of Schedule A to Chapter 2 of the Final Agreement.
- 5.2 The Executive shall advise the Ratification Committee forthwith of the date determined by it under 5.1.

6.0 ELIGIBLE CLAN MEMBERS LIST

- 6.1 The list of Eligible Clan Members prepared by the Ratification Committee pursuant to 6.1 of Schedule A to Chapter 2 of the Final Agreement shall constitute the list of Eligible Clan Members for the purpose of the ratification process set out in this schedule.
- 6.2 The Ratification Committee shall prepare a list of Registered Indians of the Teslin Tlingit Council Indian Band who will be at least 16 years of age on the date determined by the Executive pursuant to 5.1.

7.0 INFORMATION CAMPAIGN

- 7.1 The Teslin Tlingit Council shall prepare or have prepared, an explanation of this ratification process, which summary and

explanation shall be subject to the review and approval of the Ratification Committee.

- 7.2 As soon as practicable after the date determined under 5.1, the Ratification Committee, with the assistance of the Clan Representatives, shall provide each Eligible Clan Member with a copy of this Agreement, the explanation referred to in 7.1 and such other information as it considers necessary.
- 7.3 Without limiting the measures the Ratification Committee may take, mailing the Agreement and the explanation referred to in 7.2 to an Eligible Clan Member's last known address shall be sufficient to comply with the provisions of 7.2.
- 7.4 As soon as practicable after the date determined under 5.1, the Clan Representatives of each Clan, with the assistance of the Ratification Committee, shall conduct an information campaign which provides the Eligible Clan Members of their Clan with a reasonable opportunity to review the substance and details of this Agreement.
- 7.5 Without limiting the measures the Clan Representatives may take in conducting the information campaign under 7.4, the Clan Representatives shall:
 - 7.5.1 make reasonable efforts to meet or speak directly with each Eligible Clan Member of their Clan; and
 - 7.5.2 no earlier than ten days after the date determined under 5.1, convene, on at least five days notice to each Eligible Clan Member of their Clan, a meeting of the Eligible Clan Members of their Clan to consider the substance and details of this Agreement.
- 7.6 To the extent practicable, Tlingit-English translation shall be provided at the meeting referred to in 7.5.2.

8.0 AUTHORIZATION OF THE COUNCIL

- 8.1 The Clan Representatives of each Clan shall, at the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2:
- 8.1.1. provide the Eligible Clan Members of their Clan in attendance with an opportunity to authorize the Council to consider the ratification of this Agreement; and
 - 8.1.2 provide the Eligible Clan Members of their Clan in attendance, who are Registered as Indians of the Teslin Tlingit Council Indian Band, with an opportunity to authorize the Council to approve the vesting, in the Teslin Tlingit Council referred to in 9.0 of this Agreement, of all Reserves and assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band.
- 8.2 The Clan Representatives of each Clan shall, for a period of 14 days subsequent to the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2:
- 8.2.1 provide the Eligible Clan Members of their Clan who did not attend that meeting with an opportunity to authorize the Council to consider the ratification of this Agreement; and
 - 8.2.2. provide the Eligible Clan Members of their Clan, who are Registered as Indians of the Teslin Tlingit Council Indian Band but who did not attend that meeting, with an opportunity to authorize the Council to approve the vesting in the Teslin Tlingit Council referred to in 9.0 of this Agreement, of all

Reserves and assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band.

- 8.3 The authorization referred to in 8.1.1, 8.1.2, 8.2.1, and 8.2.2 shall be in a form substantially the same as Annex 1 to this schedule.
- 8.4 The Teslin Tlingit Council shall retain the original of each authorization and shall provide the Ratification Committee with a certified copy of each authorization.
- 8.5 If the Ratification Committee determines:
- 8.5.1 that a majority of the Eligible Clan Members of each Clan have, within 14 days of the completion of the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2, provided an authorization referred to in 8.1 or 8.2; and
 - 8.5.2 that the majority referred to in 8.5.1 includes a majority of the Registered Indians of the Teslin Tlingit Council Indian Band who were at least 16 years of age on the date determined by the Executive pursuant to 5.1,
- the Ratification Committee shall so notify the Executive.

9.0 RATIFICATION BY THE COUNCIL

- 9.1 Upon receiving the notice referred to in 8.5, the Executive shall request the Council to hold a meeting to consider the

substance and details of this Agreement, and to decide upon ratification of this Agreement and the vesting of the Reserves and assets referred to in 8.0.

9.2 At least seven days prior to the meeting of the Council referred to in 9.1, the Executive shall make reasonable efforts to advise every Eligible Clan Member:

9.2.1 of the date, time and place of the meeting referred to in 9.1;

9.2.2 of the Eligible Clan Member's right to attend and speak in the meeting; and

9.2.3 that the purpose of the meeting of the Council makes it an especially significant forum in which Eligible Clan Members may raise questions and concerns respecting this Agreement.

9.3 The Council shall be considered to have ratified this Agreement and to have assented to the vesting of all Reserves and assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band, if, at the meeting referred to in 9.1, every member of the Council present agrees that this Agreement be ratified and that the Reserves and assets be vested in the Teslin Tlingit Council referred to in 9.0 of this Agreement, provided at least 20 Clan Representatives, made up of at least three Clan Representatives from each Clan, are present.

9.4 The Executive shall publish in Teslin and Whitehorse the results of the meeting referred to in 9.1.

9.5 If the results of the meeting referred to in 9.1 constitute ratification of this Agreement, the Executive shall provide Government with a certified copy of a resolution stating that:

9.5.1 this Agreement has been ratified in accordance with this schedule;

9.5.2 the vesting of all Reserves and assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band in the Teslin Tlingit Council referred to in 9.0 of this Agreement has been approved in accordance with this schedule; and

9.5.3 the Teslin Tlingit Council authorizes Canada to take necessary measures to effect the change in the status of all Reserves,

and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 9.3.

10.0 REPORT BY RATIFICATION COMMITTEE

10.1 The Ratification Committee shall keep detailed records of its activities which shall include a copy of all information provided by the Ratification Committee to Eligible Clan Members, including how and when that information was provided.

10.2 The Ratification Committee shall prepare and submit to the parties to this Agreement, within two weeks of publication by the Executive, pursuant to 9.4.1, of the results of the meeting referred to in 9.1, a detailed report on the carrying out of its responsibilities under this process, including:

10.2.1 a tabulation of the number of Eligible Clan Members, by Clan;

- 10.2.2 the number of authorizations provided under 8.1.1 and 8.2.1, by Clan;
 - 10.2.3 a tabulation of the total number of Registered Indians of the Teslin Tlingit Council Indian Band who were at least 16 years of age on the date determined by the Executive pursuant to 5.1;
 - 10.2.4 the number of authorizations provided under 8.1.1 and 8.2.2; and
 - 10.2.5 copies of all its records.
- 10.3 The Ratification Committee shall, at the time it submits its report referred to in 10.2, provide Canada with the certified copies of all authorizations provided to the Ratification Committee under 8.1 and 8.2.
- 10.4 After ratification of this Agreement by the Teslin Tlingit Council but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Teslin Tlingit Council, may agree to minor amendments to this Agreement.

11.0 SIGNING OF THE AGREEMENT

- 11.1 This Agreement shall be signed by representatives of the Teslin Tlingit Council, Canada and the Yukon as soon as practicable after ratification by Government.

ANNEX 1 TO SCHEDULE A

TESLIN TLINGIT COUNCIL FINAL AGREEMENT AND SELF-GOVERNMENT AGREEMENT AUTHORIZATION FORM

1. I, _____ (print or type name) of _____ (address) am a member of the _____ Clan of the Teslin Tlingit Council and I am on the Official Enrollment List for the Teslin Tlingit Council. I will be at least 16 years of age as of _____ (insert the date determined by the Executive under 5.1 for the Ratification Committee to commence carrying out its responsibilities under 7.2)

LAND CLAIMS AGREEMENT

2. I have received information material from the Ratification Committee and have spoken with my Clan Representatives about the Teslin Tlingit Council Final Agreement.
3. I understand that the Teslin Tlingit Council Final Agreement, if ratified (approved) by the Teslin Tlingit Council, by the Legislature of the Yukon and by the Parliament of Canada will be a land claims agreement and will affect my aboriginal rights.

SELF-GOVERNMENT AGREEMENT

4. I have received information and have spoken with my Clan Representatives about the Teslin Tlingit Council Self-Government Agreement.
5. I understand that the Teslin Tlingit Council Self-Government Agreement, if ratified (approved) will affect the manner in which I am governed.

AUTHORIZATION

- 6. By signing this form, I authorize the Council to decide whether:
 - a) to ratify (approve) the Teslin Tlingit Council Final Agreement, on my behalf and on behalf of the Teslin Tlingit Council; and
 - b) to ratify (approve) the Teslin Tlingit Council Self-Government Agreement on my behalf and on behalf of the Teslin Tlingit Council.

_____ (signature)

dated at _____ (place) this _____ day of _____, 1993.

I, _____ (print or type name) of

_____ (address) was present and saw

_____ (print or type name) sign this

Authorization, _____ (signature of witness)

ONLY TO BE COMPLETED BY PERSONS WHO ARE REGISTERED AS INDIANS WITH THE TESLIN TLINGIT COUNCIL INDIAN BAND.

- 7. I understand that the Teslin Tlingit Council Self-Government Agreement, if ratified (approved), will signify approval of:
 - a) the vesting of all Reserves set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band in the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement; and

- b) the transfer of all assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band to the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement,

and authorizes Canada to take necessary measures to effect the change in the status of all Reserves.

8. By signing this form, I authorize the Council to decide whether to:

- a) assent to the vesting of all Reserves set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band in the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement;
- b) assent to the transfer of all assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band to the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement; and
- c) authorize Canada to take necessary measures to effect the change in the status of all Reserves.

_____ (signature)

dated at _____ (place) this _____ day of _____, 1993.

I, _____ (print or type name) of

_____ (address) was present and saw

_____ (print or type name) sign this

Authorization, _____ (signature of witness)