

THE TR'ONDĚK HWĚCH'IN FINAL AGREEMENT

among

THE GOVERNMENT OF CANADA,

and

THE TR'ONDĚK HWĚCH'IN
(FORMERLY KNOWN AS THE DAWSON FIRST NATION)

and

THE GOVERNMENT OF THE YUKON

AGREEMENT made this 16th day of July, 1998.

AMONG:

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

AND

The Tr'ondëk Hwëch'in, (formerly known as the Dawson First Nation), as represented by the Chief of the Tr'ondëk Hwëch'in (hereinafter referred to as the "Tr'ondëk Hwëch'in");

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")

being the parties to this Tr'ondëk Hwëch'in Final Agreement (hereinafter referred to as this "Agreement").

WHEREAS:

The Tr'ondëk Hwëch'in asserts aboriginal rights, titles and interests with respect to its Traditional Territory;

the Tr'ondëk Hwëch'in wishes to retain, subject to this Agreement, the aboriginal rights, titles and interests it asserts with respect to its Settlement Land;

the parties to this Agreement wish to recognize and protect a way of life that is based on an economic and spiritual relationship between Tr'ondëk Huch'in and the land;

the parties to this Agreement wish to encourage and protect the cultural distinctiveness and social well-being of Tr'ondëk Huch'in;

the parties to this Agreement recognize the significant contributions of Tr'ondëk Huch'in and the Tr'ondëk Hwëch'in to the history and culture of the Yukon and Canada;

the parties to this Agreement wish to enhance the ability of Tr'ondëk Huch'in to participate fully in all aspects of the economy of the Yukon;

the Constitution Act, 1982, recognizes and affirms the existing aboriginal rights and treaty rights of the aboriginal peoples of Canada, and treaty rights include rights acquired by way of land claims agreements;

the parties to this Agreement wish to achieve certainty with respect to the ownership and use of lands and other resources of the Traditional Territory of the Tr'ondëk Hwëch'in;

the parties wish to achieve certainty with respect to their relationships with each other;

the parties to this Agreement have negotiated this land claims agreement securing for the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in the rights and benefits set out herein;

the Tr'ondëk Hwëch'in, Canada and the Yukon have authorized their representatives to sign this land claims agreement;

NOW THEREFORE,

in consideration of the terms, exchanges of promises, conditions and provisos contained herein, the parties to this Agreement agree to the following.

CHAPTER 7 - EXPROPRIATION

7.1.0 Objective

7.1.1 The objective of this chapter is, in recognition of the fundamental importance of maintaining the geographic integrity of Settlement Land, to ensure that development requiring expropriation shall avoid Settlement Land where possible and practicable.

7.2.0 Definitions

In this chapter, the following definitions shall apply.

"Affected Yukon First Nation" means the Yukon First Nation whose Settlement Land is being acquired or expropriated by an Authority pursuant to this chapter.

"Authority" means Government or any other entity authorized by Legislation to expropriate Land.

"Cost of Construction" for a proponent in respect of a hydro-electric or water storage project means the cost of construction of civil structures; cost of reservoir and site clearing; cost of construction of access; electrical and mechanical costs; cost of construction of transmission to grid; design, including the cost of socio-economic and environmental studies required for the project application; and, engineering and construction management costs.

"Land" includes any interest in land recognized in Law.

"Settlement Land" includes any interest in Settlement Land recognized in Law.

7.3.0 General

7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.

CHAPTER 9 - SETTLEMENT LAND AMOUNT

9.1.0 Objective

9.1.1 The objective of this chapter is to recognize the fundamental importance of land in protecting and enhancing a Yukon First Nation's cultural identity, traditional values and life style, and in providing a foundation for a Yukon First Nation's self-government arrangements.

9.2.0 Yukon Settlement Land Amount

9.2.1 Subject to the Umbrella Final Agreement, the total amount of Settlement Land for the requirements of all Yukon First Nations shall not exceed 16,000 square miles (41,439.81 square kilometres).

9.2.2 The total amount shall contain no more than 10,000 square miles (25,899.88 square kilometres) of Category A Settlement Land.

9.3.0 Yukon First Nations' Settlement Land Amount

9.3.1 The amount of Settlement Land to be allocated to each Yukon First Nation has been determined in the context of the overall package of benefits in the Umbrella Final Agreement.

9.3.2 The Umbrella Final Agreement as initialled by the negotiators on March 31, 1990, contemplated that the Yukon First Nations and Government would agree to the allocation of Settlement Land amounts described in 9.2.0 for each Yukon First Nation by May 31, 1990, and in the absence of such agreement, Government, after consultation with the Council for Yukon Indians, would determine that allocation.

9.3.3 In the absence of the agreement referred to in 9.3.2, Government, after consultation with the Council for Yukon Indians, has determined the allocation of Settlement Land among the Yukon First Nations and that allocation is set out in Schedule A - Allocation of Settlement Land Amount attached to this chapter.

CHAPTER 10 - SPECIAL MANAGEMENT AREAS

10.1.0 Objective

10.1.1 The objective of this chapter is to maintain important features of the Yukon's natural or cultural environment for the benefit of Yukon residents and all Canadians while respecting the rights of Yukon Indian People and Yukon First Nations.

10.2.0 Definitions

In this chapter, the following definition shall apply.

"Special Management Area" means an area identified and established within a Traditional Territory pursuant to this chapter and may include:

- (a) national wildlife areas;
- (b) National Parks, territorial parks, or national park reserves, and extensions thereof, and national historic sites;
- (c) special Wildlife or Fish management areas;
- (d) migratory bird sanctuaries or a wildlife sanctuary;
- (e) Designated Heritage Sites;
- (f) watershed protection areas; and
- (g) such other areas as a Yukon First Nation and Government agree from time to time.

10.3.0 Establishment of Special Management Areas

10.3.1 Provisions in respect of an existing Special Management Area may be set out in a Yukon First Nation Final Agreement.

CHAPTER 12 - DEVELOPMENT ASSESSMENT

12.1.0 Objective

- 12.1.1 The objective of this chapter is to provide for a development assessment process that:
- 12.1.1.1 recognizes and enhances, to the extent practicable, the traditional economy of Yukon Indian People and their special relationship with the wilderness Environment;
 - 12.1.1.2 provides for guaranteed participation by Yukon Indian People and utilizes the knowledge and experience of Yukon Indian People in the development assessment process;
 - 12.1.1.3 protects and promotes the well-being of Yukon Indian People and of their communities and of other Yukon residents and the interests of other Canadians;
 - 12.1.1.4 protects and maintains environmental quality and ensures that Projects are undertaken consistent with the principle of Sustainable Development;
 - 12.1.1.5 protects and maintains Heritage Resources;
 - 12.1.1.6 provides for a comprehensive and timely review of the environmental and socio-economic effects of any Project before the approval of the Project;
 - 12.1.1.7 avoids duplication in the review process for Projects and, to the greatest extent practicable, provides certainty to all affected parties and Project proponents with respect to procedures, information requirements, time requirements and costs; and
 - 12.1.1.8 requires Project proponents to consider the environmental and socio-economic effects of Projects and Project alternatives and to incorporate appropriate mitigative measures in the design of Projects.

CHAPTER 13 - HERITAGE

13.1.0 Objectives

13.1.1 The objectives of this chapter are as follows:

- 13.1.1.1 to promote public awareness, appreciation and understanding of all aspects of culture and heritage in the Yukon and, in particular, to respect and foster the culture and heritage of Yukon Indian People;
- 13.1.1.2 to promote the recording and preservation of traditional languages, beliefs, oral histories including legends, and cultural knowledge of Yukon Indian People for the benefit of future generations;
- 13.1.1.3 to involve equitably Yukon First Nations and Government, in the manner set out in this chapter, in the management of the Heritage Resources of the Yukon, consistent with a respect for Yukon Indian values and culture;
- 13.1.1.4 to promote the use of generally accepted standards of Heritage Resources management, in order to ensure the protection and conservation of Heritage Resources;
- 13.1.1.5 to manage Heritage Resources owned by, or in the custody of, Yukon First Nations and related to the culture and history of Yukon Indian People in a manner consistent with the values of Yukon Indian People, and, where appropriate, to adopt the standards of international, national and territorial Heritage Resources collections and programs;
- 13.1.1.6 to manage Heritage Resources owned by, or in the custody of, Government and related to the culture and history of Yukon Indian People, with respect for Yukon Indian values and culture and the maintenance of the integrity of national and territorial Heritage Resources collections and programs;

- 13.1.1.7 to facilitate reasonable public access, except where the nature of the Heritage Resource or other special circumstances warrant otherwise;
- 13.1.1.8 to identify and mitigate the impact of development upon Heritage Resources through integrated resource management including land use planning and development assessment processes;
- 13.1.1.9 to facilitate research into, and the management of, Heritage Resources of special interest to Yukon First Nations;
- 13.1.1.10 to incorporate, where practicable, the related traditional knowledge of a Yukon First Nation in Government research reports and displays which concern Heritage Resources of that Yukon First Nation;
- 13.1.1.11 to recognize that oral history is a valid and relevant form of research for establishing the historical significance of Heritage Sites and Moveable Heritage Resources directly related to the history of Yukon Indian People; and
- 13.1.1.12 to recognize the interest of Yukon Indian People in the interpretation of aboriginal Place Names and Heritage Resources directly related to the culture of Yukon Indian People.

13.2.0 Definitions

In this chapter, the following definitions shall apply.

"Non-Public Records" means all Documentary Heritage Resources other than Public Records.

"Place Names" includes Yukon Indian place names.

"Public Records" means records held by any department or agency or public office of any level of Government, and records which were formerly held by any such department, agency or public office.

CHAPTER 14 - WATER MANAGEMENT

14.1.0 Objective

14.1.1 The objective of this chapter is to maintain the Water of the Yukon in a natural condition while providing for its sustainable use.

14.2.0 Definitions

In this chapter, the following definitions shall apply.

"Board" means the Water Board established for the Yukon pursuant to Laws of General Application.

"Domestic Use" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Licence" means a licence issued pursuant to the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Traditional Use" means the Use of Water, without substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, by a Yukon Indian Person for trapping and non-commercial Harvesting, including transportation relating to such trapping and Harvesting or for traditional heritage, cultural and spiritual purposes.

"Use" includes the deposit of Waste into Water.

"Waste" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Water" has the same meaning as "waters" in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

14.3.0 General

14.3.1 The property in Water in the Yukon shall be determined by Laws of General Application.

CHAPTER 16 - FISH AND WILDLIFE

16.1.0 Objectives

- 16.1.1 The objectives of this chapter are as follows:
- 16.1.1.1 to ensure Conservation in the management of all Fish and Wildlife resources and their habitats;
 - 16.1.1.2 to preserve and enhance the renewable resources economy;
 - 16.1.1.3 to preserve and enhance the culture, identity and values of Yukon Indian People;
 - 16.1.1.4 to ensure the equal participation of Yukon Indian People with other Yukon residents in Fish and Wildlife management processes and decisions;
 - 16.1.1.5 to guarantee the rights of Yukon Indian People to harvest and the rights of Yukon First Nations to manage renewable resources on Settlement Land;
 - 16.1.1.6 to integrate the management of all renewable resources;
 - 16.1.1.7 to integrate the relevant knowledge and experience both of Yukon Indian People and of the scientific communities in order to achieve Conservation;
 - 16.1.1.8 to develop responsibilities for renewable resource management at the community level;
 - 16.1.1.9 to honour the Harvesting and Fish and Wildlife management customs of Yukon Indian People and to provide for the Yukon Indian People's ongoing needs for Fish and Wildlife;
 - 16.1.1.10 to deal fairly with all Yukon residents who use Fish and Wildlife resources in the Yukon; and
 - 16.1.1.11 to enhance and promote the full participation of Yukon Indian People in renewable resources management.

CHAPTER 17 - FOREST RESOURCES

17.1.0 Definitions

In this chapter, the following definitions shall apply.

Specific Provision

"Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for forest fire fighting activities.

"Forest Resources Management" includes forest conservation, reforestation and silviculture.

"Forest Resources" includes all flora in a wild state.

"Tree" means a single-stemmed perennial woody plant in a wild state.

17.2.0 General

- 17.2.1 Subject to its Settlement Agreement, each Yukon First Nation shall own, manage, allocate and protect the Forest Resources on its Settlement Land.
- 17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:
- 17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and
 - 17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.
- 17.2.3 Nothing in this chapter applies to a National Park, a national park reserve or a national historic site administered by the Canadian Parks Service.

CHAPTER 18 - NON-RENEWABLE RESOURCES

18.1.0 Specified Substances

- 18.1.1 A Yukon First Nation having a Specified Substances Right and a Person having a Mineral Right shall exercise those rights so far as practicable in a manner that the exercise of one right does not interfere with the exercise of the other right.
- 18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.
- 18.1.3 Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:
- 18.1.3.1 interference with the exercise of the Specified Substances Right; and
 - 18.1.3.2 loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.
- 18.1.4 The holder of an Existing Mineral Right is not required to pay compensation under 18.1.3.
- 18.1.5 Subject to any order of the Surface Rights Board issued pursuant to 18.1.3, any Person exercising a Mineral Right has a right to take, use, encounter, damage or destroy any Specified Substance incidental to the exercise of that Mineral Right without compensation to a Yukon First Nation.
- 18.1.6 Subject to 18.1.7, any Specified Substance taken, used, encountered, damaged or destroyed under 18.1.5 shall become the property of the Person exercising the Mineral Right.

18.1.7 A Person who has acquired a property interest in any Specified Substance pursuant to 18.1.6 is deemed to have forfeited all his proprietary rights therein upon expiry or termination of his Mineral Right, and thereafter the Yukon First Nation shall have the right to take and use that Specified Substance without compensation to that Person.

18.2.0 Quarries

18.2.1 In 18.2.0, the following definition shall apply.

"Government" includes the agents and contractors of Government.

18.2.2 Government shall endeavour to identify any Quarry required for public purposes within each Yukon First Nation's Traditional Territory before the final land selections for that Yukon First Nation have been signed by the negotiators to that Yukon First Nation Final Agreement.

18.2.3 Where reasonable and practicable to do so, Government shall endeavour to locate any Quarry on Non-Settlement Land.

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:

18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES

22.1.0 Objectives

22.1.1 The objectives of this chapter are as follows:

- 22.1.1.1 to provide Yukon Indian People with opportunities to participate in the Yukon economy;
- 22.1.1.2 to develop economic self-reliance for Yukon Indian People; and
- 22.1.1.3 to ensure that Yukon Indian People obtain economic benefits that flow directly from the Settlement Agreements.

22.2.0 General

- 22.2.1 Nothing in a Settlement Agreement shall be construed to prevent a Yukon First Nation or a Yukon Indian Person from accessing and making use of economic development programs of general application to a Yukon resident and a Canadian citizen.
- 22.2.2 Except as otherwise agreed in a Yukon First Nation Final Agreement, nothing in this chapter shall be construed to impose any financial obligation on Government.
- 22.2.3 Measures identified in this chapter shall take into consideration Government fiscal responsibility and economic objectives.

22.3.0 Yukon First Nation Final Agreements

- 22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.
- 22.3.2 The plans shall include recommendations to:

**CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR
SETTLEMENT IMPLEMENTATION**

28.1.0 Objectives

28.1.1 The objectives of this chapter are as follows:

- 28.1.1.1 to establish a process and fund for the implementation of Settlement Agreements;
- 28.1.1.2 to promote the participation of Yukon Indian People in the implementation of Settlement Agreements;
- 28.1.1.3 to establish timely and effective implementation of the Settlement Agreements to ensure that Yukon First Nations benefit from Settlement Legislation and Yukon First Nation Final Agreements;
- 28.1.1.4 to assist Yukon Indian People to take full advantage of the Settlement Agreements to strengthen their communities;
- 28.1.1.5 to establish implementation plans that foster the socio-economic development and prosperity of Yukon Indian People;
- 28.1.1.6 to ensure that Yukon Indian People receive training in order to participate effectively in opportunities arising from and associated with the implementation of Settlement Agreements; and
- 28.1.1.7 to provide a trust fund for training which may be directed towards meeting training priorities identified by Yukon First Nations and established in the training plan.

28.2.0 Implementation Planning Fund

28.2.1 Canada shall pay to the Council for Yukon Indians, as soon as practicable after the effective date of Settlement Legislation, \$0.5 Million (1990 dollars) to pay for the costs of Yukon First Nations in the development of implementation plans.