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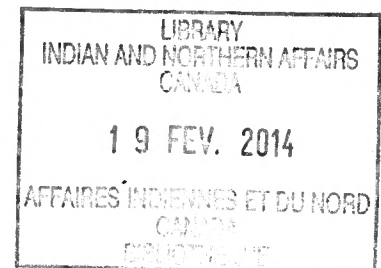
Indian and Northern  
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# Information

## COUNCIL FOR YUKON INDIANS COMPREHENSIVE CLAIMS NEGOTIATIONS

### A HISTORY



International Year of  
the World's Indigenous People

A New Partnership



Année internationale  
des populations autochtones

Un nouveau partenariat

Canada

**COUNCIL FOR YUKON INDIANS**  
**COMPREHENSIVE CLAIMS NEGOTIATIONS**

**A HISTORY**

May 1993

**Introduction**

Aboriginal peoples have always had a unique relationship with the land. They consider this to be the basis for their cultural distinctiveness and special Aboriginal status. Recognition of this relationship, through settling of claims based on Aboriginal title to land and resources is a primary goal of Aboriginal peoples. The fair and equitable resolution of such claims is a priority of the Government of Canada.

Negotiating comprehensive claims settlements has been called modern-day treaty-making. The process of treaty-making addresses various concerns of Aboriginal peoples, Governments and third parties, such as title to land and the use, benefit and protection of natural resources. A comprehensive claims settlement, which receives constitutional protection under section 35 of the *Constitution Act, 1982*, is a key definition of the social and political standing of Aboriginal peoples within Canada.

**Background**

The Council for Yukon Indians' claim, entitled "Together Today for Our Children Tomorrow," was accepted by the federal government for negotiation in 1973. An agreement-in-principle was reached in 1984 and was ratified by both the federal and territorial governments. However, it was not ratified by a sufficient number of the 14 Yukon First Nations (see Appendix "A") as they were concerned with provisions that required Aboriginal title to land and resources be extinguished.

In 1985, the Task Force to Review Comprehensive Claims Policy made recommendations to change the claims policy. In December 1986, based on these recommendations, a new policy was announced. Negotiation of the Council for Yukon Indians comprehensive claim resumed in 1987 in accordance with the revised claims policy.

A new agreement-in-principle was achieved in 1988. It provided, in part: that Aboriginal title will not be extinguished on most settlement lands; for a greater portion of settlement land; for a framework to negotiate self-government agreements; and for rights to subsistence wildlife harvesting. The Yukon Territorial Government agreed to contribute to the financial cost of the settlement and to share with Yukon First Nations, royalties from renewable resource development, should they be transferred to the Yukon

Territorial Government from the federal government. The federal government approved the 1988 agreement-in-principle in 1989.

### Process

Upon accepting the 1988 agreement-in-principle, Cabinet authorized the further negotiation of the Council for Yukon Indians' comprehensive claims. Because of the complexity of the issues to be resolved, the process consists of a series of agreements as follows:

- an umbrella final agreement, which will be general in nature and will apply throughout the settlement area;
- individual Yukon First Nation final agreements, which will incorporate all of the provisions of the umbrella final agreement and will address the specific circumstances of each Yukon First Nation;
- transboundary agreements, which will resolve overlapping claims of Aboriginal groups in the Yukon, the Northwest Territories and British Columbia;
- self-government agreements, to be negotiated concurrently with claims agreements in accordance with specific guidelines for self-government negotiations;
- implementation plans for the umbrella final agreement, Yukon First Nation final agreements, self-government agreements and transboundary agreements;
- financial transfer agreements; and
- settlement and self-government legislation.

All agreements concluded must be ratified by the affected claimant group, the territorial government and the federal government. The ratification process for Yukon First Nations will be defined in each of the agreements. Territorial and federal legislation will be required to give effect to each agreement.

### Progress to Date

In May 1992, the Yukon Indian Umbrella Final Agreement was initialled by negotiators for the federal and territorial governments and the Council for Yukon Indians. The Council for Yukon Indians' leadership ratified the Umbrella Final Agreement and implementation plan in March 1993.

Four Yukon First Nation final agreements have been ratified by all parties. These include: Champagne and Aishihik; Nacho Nyak Dun; Teslin Tlingit Council; and Vuntut Gwitchin. As well, each of these four Yukon First Nations has ratified self-government agreements and the respective implementation plans for each of the claim and self-government agreements.

The Yukon Territorial Government proclaimed claim settlement and self-government legislation in March 1993 and ratified all the agreements and respective implementation plans. The federal government ratified them in May 1993.

#### Future Endeavours

Negotiations are continuing with five additional Yukon First Nations: Dawson; Kwanlin Dun; Ta'an Kwach'an; Selkirk; and Little Salmon / Carmacks.

Transboundary and overlap agreements will be negotiated as required.

**(Note: This is the first in a series of three information sheets concerning the Council for Yukon Indians' Comprehensive Claims. The second sheet details the Umbrella Final Agreement. The third sheet details the Yukon First Nation Final Agreements ratified to date.)**

Appendix A

Yukon First Nations

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

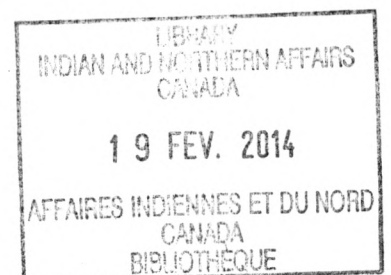
Selkirk First Nation

Ta'an Kwach'an Council

Teslin Tlingit Council

Vuntut Gwitchin First Nation

White River First Nation







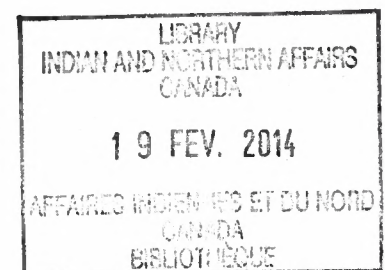
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# Information

## COUNCIL FOR YUKON INDIANS COMPREHENSIVE CLAIMS NEGOTIATIONS

## UMBRELLA FINAL AGREEMENT



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**COUNCIL FOR YUKON INDIANS**  
**COMPREHENSIVE CLAIMS NEGOTIATIONS**

**UMBRELLA FINAL AGREEMENT**

May 1993

**Introduction**

The Yukon Indian Umbrella Final Agreement was initialled by negotiators for the federal and territorial governments and the Council for Yukon Indians in May 1992. The Council for Yukon Indians' leadership ratified the Agreement and implementation plan in March 1993. The Agreement was also ratified by the Yukon Territorial Government. The federal government ratified it in May 1993.

The Umbrella Final Agreement is the first part of the settlement process. The process also includes individual Yukon First Nation final agreements, transboundary and self-government agreements and implementation plans for each agreement. The Umbrella Final Agreement is not a legally binding document. It provides a framework within which each of the 14 Yukon First Nations will negotiate final settlement agreements. It is the individual Yukon First Nation final agreements which will become claim settlements once settlement legislation is enacted and which will be afforded constitutional protection under section 35 of the *Constitution Act, 1982*.

This Agreement involves approximately 8,000 Yukon Indians throughout the Yukon. The territory-wide provisions include, among other subjects: land; land and resource management; water; fish and wildlife; financial compensation; taxation; and resource-royalty sharing.

**Highlights of the Umbrella Final Agreement**

**Land**

Yukon First Nations will receive a total of 16,000 sq. m. (41,439 km<sup>2</sup>) of land in the Yukon. These settlement lands will be divided among the 14 Yukon First Nations (see Appendix "A").



There will be two categories of land: Category A Settlement Land, with rights equivalent to fee simple title (or ownership) to the surface area and fee simple title to sub-surface mines and minerals; and Category B Settlement Land, with rights equivalent to fee simple title in the surface only, but including rights to sub-surface materials used in construction, such as sand and gravel.

The term "fee simple equivalent" means that Yukon First Nations will have the same rights of ownership as any private landowner, with the ability to lease, sell and otherwise manage their resources.

Each Yukon First Nation will negotiate the location of settlement lands with Government. Lands must be selected with consideration for: geography; hunting, fishing, trapping and gathering requirements; historical or spiritual importance; potential residential development; and potential economic development.

Existing third party interests on lands selected will not be prejudiced.

While Yukon First Nations are not required to give up their Aboriginal claims on settlement lands, each Yukon First Nation is required to surrender any Aboriginal title to other land and waters in Canada, except in the Northwest Territories and British Columbia, upon the conclusion of its final agreement.

Yukon First Nations will decide whether or not existing reserves, as defined in the *Indian Act*, will continue to be administered as reserves or become settlement lands.

## **Water**

Except as otherwise provided for in the Umbrella Final Agreement, Yukon First Nations will have the exclusive right to use water on or flowing through settlement lands. As well, Yukon Indians will have the right to use water throughout the Yukon for traditional purposes. Yukon First Nations will, under various circumstances, be entitled to compensation should the quality, quantity or flow of water be substantially altered.

The Council for Yukon Indians will be entitled to nominate one-third of the membership of the existing Yukon Water Board.

The rights of holders of existing licences are protected. Persons receiving new mineral development rights on Category B Land will be able to use water necessary to their operations, or in accordance with the water licensing program.

Governments' right to manage and protect water is also included.

## **Expropriation**

The expropriation of settlement lands is to be avoided whenever possible. However, should it be necessary, the terms of the expropriation must be negotiated with the affected Yukon First Nations. As well, every effort will be made to replace expropriated settlement land with suitable replacement land.

## **Access**

Mobility throughout the Yukon will not be restricted as a result of the creation of settlement lands. Laws of general application respecting access will, except as otherwise provided, apply to all settlement lands.

Access which will have little or no impact on undeveloped settlement land will not require the consent of the Yukon First Nation if the access is exercised responsibly. On the other hand, access which results in significant impact on undeveloped settlement land will require the consent of the Yukon First Nation or an order from the Surface Rights Board.

Yukon First Nations will have guaranteed access to Crown lands for the purpose of wildlife harvesting.

## **Fish and Wildlife**

Each Yukon First Nation will have the right to: harvest wildlife for subsistence purposes throughout its traditional territory; preferential harvesting of some species; exclusive harvesting on Category A Land; and approximately 70 percent of the traplines allocated in its traditional territory. These rights will be subject to conservation considerations.

Yukon First Nation final agreements may include more detailed benefits to fish and wildlife such as "basic needs" levels and a guaranteed share of any set total allowable harvest.

A basic needs allocation formula for the salmon harvest in the Yukon River basin is set out in the Agreement.

Yukon First Nations will be entitled to nominate 50 percent of the membership on the Territorial Fish and Wildlife Management Board. Each Yukon First Nation will also nominate 50 percent of the members of the Renewable Resources Council established for its traditional territory.

A \$3 million joint Government-Yukon First Nation trust is to be established under the direction of the Territorial Fish and Wildlife Management Board to restore and enhance wildlife populations and habitat in the Yukon.

Public access for wildlife harvesting is provided on all Category B Land.

## **Mines and Minerals**

Yukon First Nations will have full ownership of mines and minerals on Category A Land. They will be able to develop these resources or to prevent new development should it be contrary to cultural, environmental or conservation considerations. As land owners, Yukon First Nations will receive full rental revenues from surface leases and royalties from the development of non-renewable resources. This includes revenues from interests in place at the time of the creation of settlement lands. Yukon First Nations will control the granting of new mineral interests, subject to laws governing pollution control, land use planning, and development assessment.

On Category B Lands, Yukon First Nations will receive rental revenues from surface leases.

Mineral rights holders will have access to settlement land without the consent of Yukon First Nations, provided the impact of the access is insignificant or is by means of known routes. Where access results in significant impact on settlement land, the consent of the Yukon First Nation or an order of the Surface Rights Board will be required.

## **Resource Royalty Sharing**

The Yukon Territorial Government has agreed to share with the Yukon First Nations royalties from non-renewable resource development in the event that authority to collect such royalties is transferred to the Yukon Territorial Government from the federal government.

## **Land Use Planning**

Yukon First Nations will be involved in an overall land use planning process for both settlement and non-settlement land in Yukon. Yukon First Nations are guaranteed at least one-third, and as much as two-thirds, depending on regional demographics, representation on land use planning bodies. Yukon First Nations will be responsible for approving and implementing land use plans for settlement lands and Government will be responsible for approving and implementing land use plans for non-settlement lands.

## **Environmental Assessment**

Within two years of settlement legislation, additional legislation will be enacted to create a process to screen and review all development proposals in the Yukon at the community level, except those specifically exempted. Any development proposal which causes significant public concern or which has the potential for significant adverse effects will require a territory-wide public review.

Yukon First Nations will be involved in drafting guidelines for development assessment legislation. They will also have 50 percent representation on the Yukon Development Assessment Board and guaranteed one-third representation on Board panels. Their representation on Board panels will range from one third, when the development has an impact primarily on non-settlement land, to two-thirds, when the development has an impact primarily on settlement land. Yukon First Nations' approval of Board recommendations will be required when a development is located wholly or partially on settlement lands. The function of the Yukon Development Assessment Board will be to evaluate development proposals with respect to environmental impact.

### **Financial Compensation**

Yukon First Nations will receive total financial compensation in the amount of \$242,673 million (1989 dollars). This amount will be divided among the 14 Yukon First Nations according to a formula set out in the Umbrella Final Agreement (see Appendix "B"). Compensation will be paid to each Yukon First Nation over 15 years, beginning when its final agreement is signed, with interest calculated to reflect market value. Loans which were provided by the federal government to support negotiations and the Yukon Elders Program will be repaid over 15 years at an interest rate of six percent.

### **Taxation**

Financial compensation will be tax free. Income earned on this revenue will be taxable except in the case of a settlement corporation.

A settlement corporation is a corporation owned by a Yukon First Nation, its purpose being to deliver programs. Such corporations will not be subject to taxation if most disbursements are made for charitable-like purposes or to deliver programs, and if investments are limited to those permitted by registered retirement savings trusts. The requirement to make disbursements will be waived for a period of 15 years.

Section 87 of the *Indian Act* exempts on-reserve assets and income of Indians and Indian bands from taxation. The Umbrella Final Agreement provides that three years after settlement legislation is enacted, section 87 of the *Indian Act* will no longer apply to the on-reserve assets of Yukon Indians and Yukon First Nations. Also, the current exemption from the collection of income taxes from Yukon Indians will be withdrawn. In compensation, Yukon First Nations will receive \$26.57 million (1989 dollars): \$12.6 million will be paid to the Yukon First Nations three years after settlement legislation, and the remaining \$13.97 million will be paid over the following 10-year period.

Settlement land, except unimproved rural settlement land, will be subject to property tax. Each Yukon First Nation will receive assistance with the payment of property taxes for a period of 10 years.

### **Transboundary Agreements**

In order to ensure that all claims in the Yukon are resolved, a number of transboundary claims must be negotiated. These include claims of Aboriginal groups in the Northwest Territories and British Columbia to lands and resources in the Yukon, and claims of Yukon Indians to lands and resources in the Northwest Territories and British Columbia. The Umbrella Final Agreement does not require that transboundary agreements be concluded before ratification of the affected Yukon First Nations final agreements.

The Tetlit Gwich'in First Nation of the Northwest Territories has settled its transboundary claim in the Yukon. The transboundary agreement forms Appendix "C" to the Gwich'in Comprehensive Land Claim Agreement.

### **Surface Rights Board**

The Surface Rights Board, which will be established by legislation, will be responsible for resolving: disputes between holders of surface and sub-surface interests on settlement and non-settlement lands in the Yukon; disputes concerning compensation for settlement lands which are expropriated; and disputes related to access to settlement lands.

The Council for Yukon Indians may nominate one-half of the members to the Board, excluding the chairperson, and is guaranteed one-third representation on any panel created by the Board which will deal with matters concerning settlement lands.

Yukon First Nations have been involved in developing the drafting guidelines for the legislation which will establish the Board.

### **Self-Government**

Yukon First Nations are guaranteed the opportunity to negotiate self-government agreements. The Umbrella Final Agreement sets out the parameters for the negotiation of these agreements.

### **Heritage**

The Umbrella Final Agreement recognizes the importance of the culture and heritage of Yukon Indians and makes provisions to promote and preserve this heritage. Yukon First Nations will, with minor limitations, have ownership of Yukon Indian ethnographic resources within their traditional territories; will have guaranteed membership on a Yukon heritage resources board and on a



geographical place names board; and Yukon First Nations and Government jointly will establish procedures to protect Yukon Indian burial sites.

### **Implementation**

The Umbrella Final Agreement is a complex document that was written to protect the interests of all parties. An implementation plan has been developed by the three parties to describe the specific activities that will be undertaken by each party to fulfil the Agreement. The Umbrella Final Agreement provides that implementation include a training plan to prepare Yukon Indians for settlement. A \$6.5 million trust fund is provided to assist in advancing the training of Yukon Indians.

**(Note: This is the second in a series of three information sheets concerning the Council for Yukon Indians' Comprehensive Claims. See the first sheet for more information on the history and progress to date of the negotiations. See the third sheet for more information on individual Yukon First Nation final agreements ratified to date.**

**This information sheet should not be considered a definitive summary of the Umbrella Final Agreement. The Agreement itself should be consulted for accuracy. A copy of the Yukon Indian Umbrella Final Agreement may be obtained from the Department of Indian and Northern Affairs Canada Publication Distribution Centre (819) 997-0380.)**



Appendix A

Allocation of Settlement Land

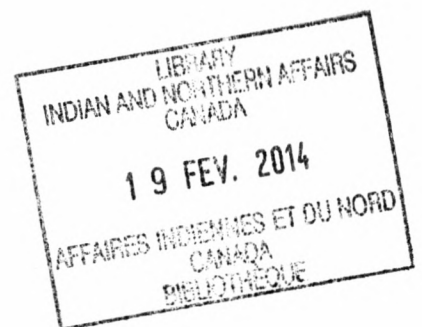
	CATEGORY A LAND		CATEGORY B LAND		TOTAL	
	Sq. Miles	Sq. Km.	Sq. Miles	Sq. Km.	Sq. Miles	Sq. Km.
Carcross/Tagish First Nation	400	1036.00	200	518	600	1553.99
Champagne and Aishihik First Nations	475	1230.24	450	1165.49	925	2395.74
Dawson First Nation	600	1553.99	400	1036.00	1000	2589.99
Kluane First Nation	250	647.50	100	259.00	350	906.50
Kwanlin Dun First Nation	250	647.50	150	388.50	400	1036.00
Liard First Nation	930	2408.69	900	2330.99	1830	4739.68
Little Salmon / Carmacks First Nation	600	1553.99	400	1036.00	100	2589.99
First Nation of Nacho Nyak Dun	930	2408.69	900	2330.99	1830	4739.68
Ross River Dena Council	920	2382.79	900	2330.99	1820	4713.78
Selkirk First Nation	930	2408.69	900	2330.99	1830	4739.68
Ta'an Kwach'an Council	150	388.50	150	388.50	300	777.00
Teslin Tlingit Council	475	1230.24	450	1165.49	925	2395.74
Vuntut Gwitchin First Nation	2990	7744.06			2990	7744.06
White River First Nation	100	259.00	100	259.00	200	518.00
<b>TOTAL</b>	<b>10,000</b>	<b>25,899.88</b>	<b>6,000</b>	<b>15,539.93</b>	<b>16,000</b>	<b>41,439.81</b>

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Appendix B

Financial Compensation

Carcross/Tagish First Nation	\$17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon / Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	8,473,143
1989 Aggregate Value	\$242,673,000





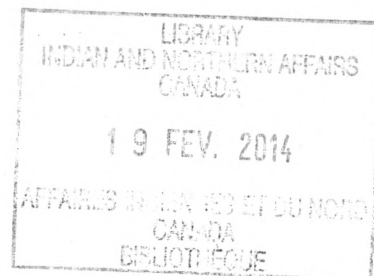
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## COUNCIL FOR YUKON INDIANS COMPREHENSIVE CLAIMS NEGOTIATIONS

## YUKON FIRST NATIONS FINAL AGREEMENTS



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**COUNCIL FOR YUKON INDIANS**  
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**YUKON FIRST NATIONS FINAL AGREEMENTS**

May 1993

**Introduction**

Yukon First Nation final agreements, once legislated, become land claim settlements and are afforded constitutional protection under section 35 of the *Constitution Act, 1982*. Yukon First Nation final agreements will incorporate all provisions in the Umbrella Final Agreement. Further provisions specific to the circumstances of the individual Yukon First Nation will also be included, although these must be consistent with the Umbrella Final Agreement. Provisions which are specific to Yukon First Nation final agreements include:

- a process to ratify and amend the Yukon First Nation final agreement;
- land selection provisions, including maps and legal descriptions;
- rights in special management areas such as national parks and wildlife areas;
- specific rights to fish and wildlife harvesting, such as a share of the total allowable harvest and basic needs allocation; and
- specific economic and employment opportunities.

(See Appendix "A" and Appendix "B")

The following are summary information sheets particular to each of the four Yukon First Nation Final Agreements ratified to date. Additional summary information sheets will be available for the remaining Yukon First Nation final agreements as they are ratified.

**(Note: This is the third in a series of three information sheets concerning the Council for Yukon Indians Comprehensive Claims. See the first sheet for more information on the history and progress of the negotiations to date. See the second sheet for details on the Umbrella Final Agreement.**

**This information sheet should not be considered a definitive summary of the Yukon First Nation final agreements. Each Yukon First Nation final agreement should be consulted for accuracy. Copies of the Agreements may be obtained from the Department of Indian and Northern Affairs Canada Publication Distribution Centre (819) 997-0380.)**

## **Vuntut Gwitchin First Nation Final Agreement**

The Vuntut Gwitchin First Nation Final Agreement and implementation plan have been ratified by all parties.

### **Highlights of the Agreement**

#### **Land**

The Vuntut Gwitchin First Nation will receive a total of 2,990 sq. m. (7,744.06 km<sup>2</sup>) of Category A Land. It will receive rights equivalent to fee simple title to the surface and fee simple title to sub-surface interests in this land. The Agreement also provides for the possible future exchange of settlement land for the Crown land on which the Old Crow airport is located.

#### **Fish and Wildlife**

The Vuntut Gwitchin First Nation will have exclusive or preferential access to certain fish and wildlife as follows:

- should it be necessary to establish a harvesting quota for moose, the Vuntut Gwitchin First Nation is guaranteed the first 40 moose in the total allowable harvest and 80 percent of the remaining total allowable harvest, or the number of moose required to satisfy subsistence needs, whichever is less;
- a basic needs allocation of salmon in the Porcupine River drainage basin and a set limit or percentage of any total allowable harvest which may be established for salmon;
- for 15 years following the effective date of the Agreement, the Vuntut Gwitchin First Nation will receive all commercial salmon fishing licences and all commercial salmon sport fishing licences issued by Government in the Porcupine River drainage basin; and
- at the expiry of the 15-year period, the Vuntut Gwitchin First Nation will have preferential rights to any allocation of commercial and sport fishing salmon licences.

The Vuntut Gwitchin will be guaranteed a right of first refusal to acquire new licences or permits, up to defined limits, for commercial wilderness adventure travel and commercial freshwater sports fishing in Vuntut Gwitchin traditional territory if no quotas are established.

They will have the exclusive right to all new big game outfitting concessions within the Vuntut Gwitchin traditional territory.

Vuntut Gwitchin will have input into the process whereby Government decides to impose licensing quotas, and the consequent terms and conditions of the licences.

### **Special Management Areas**

Three special management areas will be established: the Vuntut National Park, the Fishing Branch Ecological Reserve and the Old Crow Flats Special Management Area.

The Vuntut National Park will be established by Canada under the *National Parks Act*. In the Park, subject to limited exceptions, Vuntut Gwitchin will have the exclusive right to subsistence level harvesting and to the commercial harvesting of fur bearing animals for the purpose of selling pelts. Through the Renewable Resources Council, they will have a role in the development and maintenance of the Park. Vuntut Gwitchin are also assured significant economic and employment opportunities relating to the development, operation and maintenance of the Park. For example, the Vuntut Gwitchin will: comprise at least 50 per cent of the public service work force in the Park; have the exclusive opportunity to conduct commercial dog sled trips within the Park; have a preferential right to licences to operate a business in the Park; and have preferential opportunities to provide goods and services relating to the development, operation and maintenance of the Park.

The Fishing Branch Ecological Reserve will be established under the territorial *Parks Act*. Vuntut Gwitchin will have preferential rights to harvest fish and wildlife within the Ecological Reserve. Mines and minerals will be withdrawn by Government from locating, prospecting, mining, exploration and development. The Yukon Territorial Government and the Vuntut Gwitchin First Nation are to prepare jointly a management plan for the Ecological Reserve.

The Old Crow Flats Area comprises settlement and non-settlement land. The Agreement provides that the Old Crow Flats Area will be jointly managed by Government and the Vuntut Gwitchin First Nation. A management plan for that part of the area outside Vuntut National Park will be prepared and approved by Government and the Vuntut Gwitchin First Nation. The management plan will include: the maintenance of the integrity of the area as an ecological unit; conservation and protection of fish and wildlife; and the traditional and contemporary use of the area by Vuntut Gwitchin. The federal government has arranged the extinguishment of all oil and gas rights and interests existing in the Old Crow Flats Area in order to preserve the unique ecological character of the area. Any future development of the area will have to be consistent with the management plan.

### **Financial Compensation**

The Vuntut Gwitchin First Nation will receive \$19,161,859 (1989 dollars) in financial compensation.

### **Transboundary Agreements**

The Agreement contains specific provisions to resolve inconsistencies between it and the Transboundary Agreement with the Tetlit Gwich'in of the Northwest Territories.



A transboundary agreement between the Vuntut Gwitchin First Nation and the Inuvialuit sets out geographical limits to hunting and fishing activities in territories used by Inuvialuit and Vuntut Gwitchin.

### **Heritage**

The Agreement provides for the protection, ownership and management of designated heritage sites. Rampart House and Lapierre House, both located within Vuntut Gwitchin traditional territory, will become designated historic sites as defined in the territorial *Historic Resources Act*. The Vuntut Gwitchin will have certain economic and employment opportunities related to the management of these sites.

### **Land Use Planning**

The Agreement requires that a land use plan be prepared before an all-weather road is constructed into the community of Old Crow.

### **Employment and Economic Development**

Government is to develop its employment plan to ensure the public service represents Yukon demographics.

Management boards created under the Agreement will consider including criteria for special Aboriginal or local knowledge when establishing specifications for contract and other employment opportunities.

Government, together with the Vuntut Gwitchin First Nation will, within one year of the effective date of the Agreement, develop a comprehensive economic plan for the Vuntut Gwitchin traditional territory. The plan will address, among other things, the state of the economy in the traditional territory and recommend sustainable development activities.

The Agreement provides for certain employment opportunities for the Vuntut Gwitchin in work related to heritage sites, forestry and the surveying of settlement lands.

The Vuntut Gwitchin First Nation will have the right to buy a 25 percent share of the Yukon Territorial Government interest in any new hydro-electric or non-renewable resource project undertaken in its traditional territory.

## **First Nation of Nacho Nyak Dun Final Agreement**

The First Nation of Nacho Nyak Dun Final Agreement and implementation plan have been ratified by all parties.

### **Highlights of the Agreement**

#### **Land**

The First Nation of Nacho Nyak Dun will receive a total of 1,830 sq. m. (4,739.68 km<sup>2</sup>) of land consisting of 930 sq. m. (2,408.69 km<sup>2</sup>) of Category A Land and 900 sq. m. (2330.99 km<sup>2</sup>) of Category B Land. The Nacho Nyak Dun will receive rights equivalent to fee simple title to surface interests and fee simple title to sub-surface interests in Category A Land, and rights equivalent to fee simple title to surface interests in Category B Land with special rights to sub-surface construction materials such as sand and gravel.

The First Nation of Nacho Nyak Dun, for the purposes of the land claim agreement, has elected to retain the McQuesten Indian Reserve No. 3 as a reserve.

#### **Fish and Wildlife**

The Nacho Nyak Dun will have subsistence harvesting rights of moose and woodland caribou. Should it become necessary to establish a harvesting quota for moose or woodland caribou, they will be guaranteed 75 percent of the quota, or their needs level, whichever is less.

#### **Special Management Areas**

An Agreement will be negotiated with the Selkirk First Nation to establish the McArthur Wildlife Sanctuary as a Special Management Area.

A new habitat protection area will be established at Horseshoe Slough in order to preserve the wetland.

The Nacho Nyak Dun will have representation on the Peel River Advisory Committee. The Committee will consider and make recommendations concerning establishing a water management agreement for the Peel River Watershed; a Regional Land Use Planning Commission within the Yukon for any area which includes the Peel River Watershed; and the need for, and establishment of, special management or protected areas in the Peel River and Arctic Red River Watersheds.

#### **Financial Compensation**

The First Nation of Nacho Nyak Dun will receive \$14,554,654 (1989 dollars) in financial compensation.

## **Transboundary Agreements**

Rights and benefits within the settlement area will be shared with the Tetlit Gwich'in of the Northwest Territories. There are specific provisions to resolve inconsistencies between the Nacho Nyak Dun Final Agreement and the Tetlit Gwich'in Transboundary Agreement.

## **Heritage**

The old trading post at Lansing, which is on Nacho Nyak Dun settlement land, will become a historic site as defined in the territorial *Historic Resources Act*.

The Bonnet Plume River will be nominated as a Canadian heritage river under the Canadian Heritage Rivers Program.

## **Employment and Economic Development**

Government is to develop its employment plan designed to ensure the public service represents Yukon demographics.

Management boards created under the Agreements will consider including criteria for special Aboriginal or local knowledge when establishing specifications for contract and other employment opportunities.

Government, together with the First Nation of Nacho Nyak Dun, will develop a comprehensive economic plan for the Nacho Nyak Dun traditional territory. The plan may include preferential employment and business initiatives for the First Nation of Nacho Nyak Dun.

Certain employment opportunities are included for the Nacho Nyak Dun in work related to heritage sites, forestry and the surveying of Nacho Nyak Dun settlement lands.

The First Nation of Nacho Nyak Dun will be guaranteed a right of first refusal to acquire as much as 25 percent of all new licences and permits for commercial freshwater fishing, commercial wilderness adventure travel and commercial freshwater sports fishing in the Nacho Nyak Dun traditional territory should quotas be established.

The First Nation of Nacho Nyak Dun will have the right to buy a 25 percent share of the Yukon Territorial Government interest in any new hydro-electric or non-renewable resource project undertaken within its traditional territory.

## **Champagne and Aishihik First Nations Final Agreement**

The Champagne and Aishihik First Nations Final Agreement and implementation plan have been ratified by all parties.

### **Highlights of the Agreement**

#### **Land**

The Champagne and Aishihik First Nations will receive a total of 925 sq. m. (2,395.74 km<sup>2</sup>) of land consisting of 475 sq. m. (1,230.24 km<sup>2</sup>) of Category A Land and 450 sq. m. (1,165.49 km<sup>2</sup>) of Category B Land. The First Nations will receive rights equivalent to fee simple title to surface interests and fee simple title to sub-surface interests in Category A Land, and rights equivalent to fee simple title to surface interests in Category B Land with special rights to sub-surface construction materials such as sand and gravel.

#### **Fish and Wildlife**

Should it be necessary to establish a harvesting quota for moose within the traditional territory, the Champagne and Aishihik First Nations will be guaranteed the first 15 moose and up to 75 percent of the total allowable harvest, or the number of moose necessary to meet subsistence needs, whichever is less.

Champagne and Aishihik will have a preferential harvesting right to freshwater fish in identified lakes.

The Champagne and Aishihik First Nations will be guaranteed a minimum allocation of sockeye and chinook salmon from the Alsek River basin.

#### **Special Management Areas**

Two special management areas will be established: the Kluane National Park and Sha'washe and Surrounding Area.

The part of Kluane National Park within the traditional territory of the Champagne and Aishihik will be established by Canada under the *National Parks Act*. Subject to limited exceptions, Champagne and Aishihik will have exclusive subsistence harvesting rights in that part of Kluane National Park and the exclusive right to harvest fur bearing animals for the purpose of selling pelts. The Champagne and Aishihik First Nations will have a role in the development and management of that part of the Park through the Kluane National Park Management Board. They are also assured significant economic and employment opportunities within that part of the Park. For example:

- Champagne and Aishihik will be employed in public service positions in that part of the Park in proportion to the overall Native/non-Native population ratio within the Champagne and Aishihik traditional territory;

- subject to existing horse riding operations, the Champagne and Aishihik First Nations will have the exclusive opportunity to provide commercial horse riding operations within that part of the Park;
- the Champagne and Aishihik First Nations will have the right of first refusal of contracts offered by the Canadian Parks Service for the use of horses and the construction or maintenance of trails and roads within that part of the Park;
- public information programs may include the sale of Champagne and Aishihik traditional handicrafts; and
- the Champagne and Aishihik First Nations will have the right of first refusal of licences and permits offered by the Canadian Parks Service for motor boat tours, motor assisted shuttle services, retail outlets, and, until January 1, 2016, if quotas should be established, river rafting opportunities on the Alsek River.

Within a year of the effective date of the Agreement, the Champagne and Aishihik First Nations and Government will together prepare a Heritage Resources Management Plan for the Sha'washe and Surrounding Area. The plan will recommend whether or not Sha'washe should become a designated heritage site, as defined in the territorial *Historic Resources Act*.

#### **Financial Compensation**

The Champagne and Aishihik First Nations will receive \$27,523,936 (1989 dollars) in financial compensation.

#### **Heritage**

The Tatshenshini River will be nominated as a Canadian heritage river under the Canadian Heritage Rivers Program.

#### **Employment and Economic Development**

Government will develop an employment plan designed to ensure that the public service represents Yukon demographics.

Management boards created under the Agreement will consider including special Aboriginal or local knowledge criteria when establishing specifications for contract and other employment opportunities.

The Agreement provides for certain employment opportunities for Champagne and Aishihik in work related to heritage sites, forestry and the surveying of Champagne and Aishihik settlement lands.

The Champagne and Aishihik First Nations will have the right of first refusal to:

- acquire the first outfitting concession which may be established in the traditional territory after the effective date of the Agreement;
- to develop and operate a commercial wilderness campsite at the confluence of Silver Creek and the Tatshenshini River; and
- acquire up to 25 percent of new permits or licences for commercial freshwater fishing, commercial wilderness adventure travel and commercial freshwater sports fishing in the traditional territory.

The Champagne and Aishihik First Nations will receive 26 percent of the total number of commercial salmon fishing licences issued for the Alsek River basin or the first two commercial salmon fishing licences issued, whichever is greater.

The Champagne and Aishihik First Nations will have the right to buy a 25 percent share of the Yukon Territorial Government interest in any new hydro-electric or non-renewable resource project undertaken in its traditional territory.



## **Teslin Tlingit Council Final Agreement**

The Teslin Tlingit Council Final Agreement and implementation plan have been ratified by all parties.

### **Highlights of the Agreement**

#### **Land**

The Teslin Tlingit Council will receive a total of 925 sq. m. (2,395.74 km<sup>2</sup>) of land consisting of 475 sq. m. (1,230.24 km<sup>2</sup>) of Category A Land and 450 sq. m. (1,165.49 km<sup>2</sup>) of Category B Land. The Council will receive rights equivalent to fee simple title to surface interests and fee simple title to sub-surface interests in Category A Land, and rights equivalent to fee simple title to surface interests in Category B Land with special rights to sub-surface construction materials such as sand and gravel.

For the purposes of the land claim agreement, the Teslin Tlingit Council has elected to retain as reserves the Teslin Post Indian Reserve No. 13, the Nisutlin Indian Reserve No. 14 and the Nisutlin Bay Indian Reserve No. 15.

#### **Fish and Wildlife**

The Teslin Tlingit Council must consent to any proposed game farming or ranching activities in the traditional territory which may affect Teslin Tlingit harvesting rights.

Should it be necessary to establish a harvesting quota for moose within the traditional territory, the Teslin Tlingit Council will be guaranteed the first 10 moose, 90 percent of the next 10 moose, 80 percent of the next 40 moose and 75 percent of the remaining total allowable harvest, or the number of moose required to meet subsistence needs, whichever is less.

The needs of Teslin Tlingit will receive primary consideration in the allocation of freshwater fish resources in the traditional territory and Teslin Tlingit will have a preferential harvesting right to freshwater fish in identified lakes.

#### **Special Management Areas**

The Nisutlin River Delta National Wildlife Area will be established by Canada under the *Canada Wildlife Act*. Land may not be removed from the Area without the consent of the Teslin Tlingit Council. Teslin Tlingit will have the right to harvest wildlife within the Area pursuant to the Fish and Wildlife provisions of the Agreement, and will have the right to harvest forest resources for traditional customs, culture, religion and the production of traditional handicrafts and implements.

The management plan for the Area will be prepared jointly by the Teslin Renewable Resources Council and the Canadian Wildlife Service. The plan must include provision for public consultation and must take into account the traditional and current use by Teslin Tlingit of the Area. Government will be responsible for implementing the plan. The plan

will be reviewed five years after its implementation and at intervals not exceeding 10 years thereafter.

### **Financial Compensation**

The Teslin Tlingit Council will receive \$18,655,066 (1989 dollars) in financial compensation.

### **Heritage**

The Agreement recognizes the heritage and cultural significance of several specific routes and sites and the Nisutlin River valley. Government will give special consideration and/or protection to these routes and sites and all heritage resources identified in the future.

### **Employment and Economic Development**

Government will develop an employment plan designed to ensure that the public service represents Yukon demographics.

Management boards created under the Agreement will consider including special Aboriginal or local knowledge criteria when establishing specifications for contract and other employment opportunities.

Government, together with the Teslin Tlingit Council, will develop a comprehensive economic plan for the Teslin Tlingit traditional territory. The plan may include preferential employment and business initiatives for the Teslin Tlingit Council.

The Agreement provides for certain employment opportunities for Teslin Tlingit in work related to heritage sites, forestry and the surveying of Teslin Tlingit Council settlement lands.

Outfitting concession holders will have a right of access to settlement land for outfitting until November 30 following the effective date of the Agreement. After that date outfitters will have a 30-day period within which to remove their property from settlement lands. Arrangements, other than the foregoing, may be made between the Teslin Tlingit Council and the outfitting concession holder.

Until January 1, 2016, the Teslin Tlingit Council will have the right of first refusal to:

- acquire the first outfitting concession which may be established in the traditional territory, after the effective date of the Agreement;
- acquire new commercial freshwater fishing permits or licences to a maximum of 25 percent of the commercial freshwater fish quota in the traditional territory.
- acquire up to 25 percent of new licences or permits if Government establishes a quota for the commercial freshwater sports fishing industry in the traditional territory. Government will consult with the Teslin Tlingit Council to determine

whether or not a quota is required and, if a quota is required, the extent of the quota; and

- acquire up to 25 percent of new licences or permits if Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the traditional territory. Government will consult with the Teslin Tlingit Council to determine whether or not a quota is required and, if a quota is required, the extent of the quota.

The Teslin Tlingit Council will have the right to buy a 25 percent share of the Yukon Territorial Government interest in any new hydro-electric or non-renewable resource project undertaken in its traditional territory.

Appendix A

Yukon First Nations

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

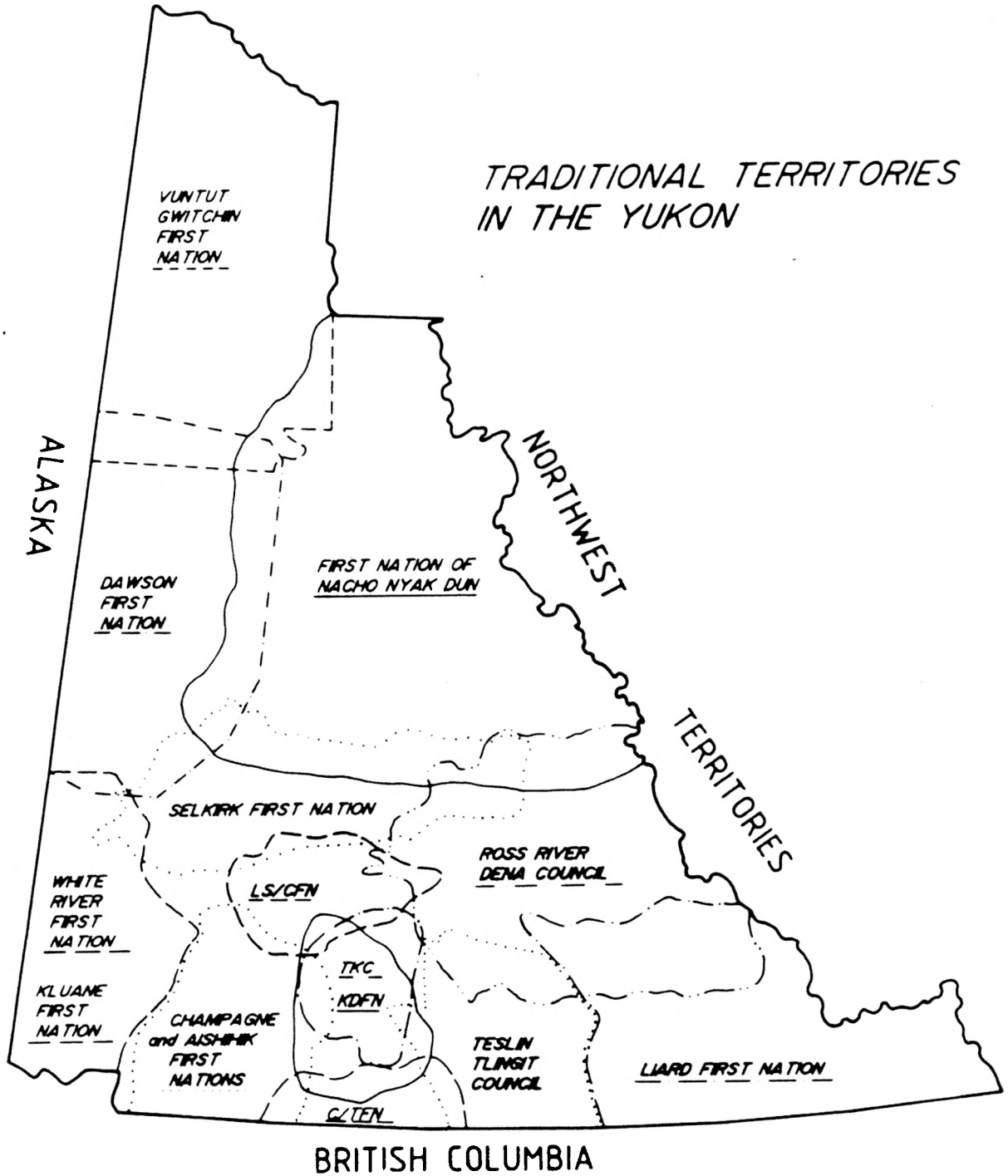
Ta'an Kwach'an Council

Teslin Tlingit Council

Vuntut Gwitchin First Nation

White River First Nation

TRADITIONAL TERRITORIES  
IN THE YUKON



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