

TR'ONDĒK HWĒCH'IN
SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION PLAN



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Published under the authority of the
Minister of Indian Affairs and
Northern Development
Ottawa, 1998

QS-8586-000-EE-A1
Catalogue No. R2-102/1998E
ISBN 0-662-27174-2

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Cette publication peut aussi être obtenue
en français sous le titre:

*Plan de mise en oeuvre de l'entente sur
l'autonomie gouvernementale des Tr'ondëk Hwëch 'in*

**IMPLEMENTATION PLAN
FOR THE
TR'ONDĚK HWĚCH'IN
SELF-GOVERNMENT AGREEMENT**

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called "Canada");

AND:

The Tr'onděk Hwěch'in, as represented by its duly authorized representatives (hereinafter called the "TH");

AND:

The Government of the Yukon, as represented by the Government Leader (hereinafter called the "Yukon");

(hereinafter called the "Parties").

WHEREAS:

The Parties signed the Tr'onděk Hwěch'in Self-Government Agreement (hereinafter called the "THSGA") on the 16th day of July, 1998;

clause 23.1 of the THSGA provides that the Parties shall conclude an implementation plan for the THSGA (hereinafter called the "THSGA Plan") as soon as practicable; and

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

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NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the THSGA Plan

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

2.0 Legal status of the THSGA Plan

- 2.1 The THSGA Plan consists of the provisions contained herein.
- 2.2 Attached hereto are:
 - 2.2.1 Annex A: Activity Sheets describing specific activities, projects and measures for implementation of the THSGA;
 - 2.2.2 Annex B: Co-ordination of THSGA and Tr'onděk Hwěch'in Final Agreement (hereinafter called the "THFA") implementation;

which Annexes represent the agreement of the Parties regarding the manner in which the provisions of the THSGA will be implemented, but do not form part of the THSGA Plan, and are not intended to create legal obligations.

3.0 Implementation Funding

- 3.1 Subject to any amendment of the THSGA Plan by the Parties, Canada shall make financial payments to the TH for the implementation of the THSGA as follows:

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- 3.1.1 \$168,344 (1997 constant dollars) per annum for on-going implementation activities;
 - 3.1.2 \$140,062 (1997 constant dollars) per annum for a ten year period for supplementary implementation activities; and
 - 3.1.3 \$276,084 (1997 constant dollars) for one-time implementation projects and activities.
- 3.2 The payments referred to in 3.1.1, 3.1.2 and 3.1.3 above shall be escalated from 1997 constant dollars to their Entry-Year Value as defined in the Tr'ondĕk Hwĕch'in Financial Transfer Agreement (hereinafter called the "THFTA") dated the 16th of July, 1998, in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the THFTA.
- 3.3 The payments referred to in 3.1.1 and 3.1.2 above shall be made in accordance with the provisions of the THFTA and shall be escalated from their Entry-Year Value in accordance with the computation method for the Annual Price-and-Population Escalator set out in Appendix A of the THFTA.
- 3.4 The payment referred to in 3.1.3 above shall be made as a lump sum payment, by a transfer agreement other than the THFTA, as an unconditional grant as soon as practicable after the THSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 3.5 The payment of the amounts set out in 3.1.1, 3.1.2 and 3.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada's obligation as set out in the THSGA to provide funding to the TH for the following periods of time:
- 3.5.1 for the purposes of 3.1.1 and 3.1.3, for the period of time set out in the THFTA; and
 - 3.5.2 for the purposes of 3.1.2, for the period of time identified in 3.1.2.
- 3.6 Canada shall provide a negotiated level of funding for the participation of the TH in the negotiations contemplated by 13.5.2, 13.6.1, 14.5, 14.6, 14.8, 17.1 and 27.0 of the THSGA.

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3.6.1 In addition to the notification and negotiation process provided for in 17.0 of the THSGA, in the first year in which the THSGA is in effect, the TH may provide notice, within 90 days of the Effective Date of the THSGA, that it wishes to initiate the negotiation for the assumption of responsibility by the TH for the management, administration and delivery of any program or service, in the same manner as provided for in 17.0 of the THSGA.

4.0 Implementation of THSGA Plan Review

- 4.1 The representatives appointed pursuant to section 5.1 of the THFA Implementation Plan shall also work toward resolving any issue which may arise in relation to the implementation of the THSGA Plan.
- 4.2 Pursuant to 6.6 of the THSGA the Parties shall complete a review of the THSGA Plan, Annex A and Annex B within ten years of the Effective Date of the THSGA unless the Parties agree otherwise.

5.0 Amendment

- 5.1 The Parties shall determine whether to amend the THSGA Plan, Annex A or Annex B as a result of the review conducted pursuant to 4.2.
- 5.2 The Parties, by agreement, may amend the THSGA Plan, Annex A or Annex B at any time, and any amendment thereto shall be made in writing by the Parties.

6.0 Effective Date of the THSGA Plan

- 6.1 The THSGA Plan shall take effect as of the Effective Date of the THSGA.

7.0 Signing of the THSGA Plan

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

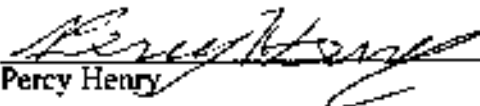
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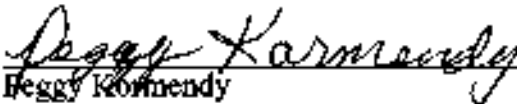
SIGNED at Dawson City, the 16 day of July, 1998.

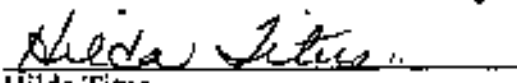
The Tr'ondĕk Hwĕch'in:

Witnesses:



Steve Taylor
Chief, Tr'ondĕk Hwĕch'in

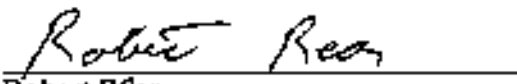

Percy Henry



Peggy Kormendy



Hilda Titus



Angie Joseph-Rear

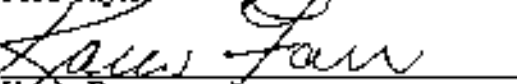

Edward Roberts



Robert Bear

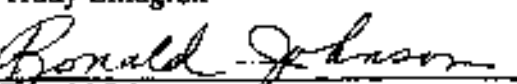

Art Christensen



Duane Taylor



Fred Taylor


Karen Farr


Trudy Lindgren


Ronald Johnson


Tim Gerberding


Ed Kormendy

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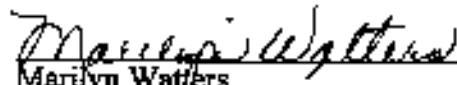
SIGNED at Hull, Quebec, the 14th day of July, 1998.

Her Majesty the Queen in right
of Canada:

Witnesses:


The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development


Christopher L. Laffeur


Marilyn Watters

SIGNED at Dawson City, the 16 day of July, 1998.

The Government of the Yukon:

Witness:


The Honourable Piers McDonald
Government Leader of the Yukon


Al Jones

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ANNEX A

ACTIVITY SHEETS

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

The activities described in the Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the THSGA to be addressed prior to the Effective Date or in the negotiation or ratification of the THSGA.

The fact that an activity sheet does not cross-reference the THSGA dispute resolution mechanism pursuant to THSGA Chapter 24 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

Unless otherwise indicated on an activity sheet, workplan discussions and negotiations, in which TH is a party and which take place pursuant to the activity sheets, shall be held in the City of Dawson, unless reasons arise which make it more reasonable to meet elsewhere.

In the THSGA Annex A -- Activity Sheets and Annex B -- Coordination of the THFA and THSGA Implementation, the following acronyms and references have been used:

Canada	Her Majesty in Right of Canada
City of Dawson	The Town of the City of Dawson
Parties	Canada, TH and Yukon
TH	Tr'onděk Hwěch'in
THFA	Tr'onděk Hwěch'in Final Agreement
THFA Plan	THFA Implementation Plan
THFTA	Financial Transfer Agreement between Canada and TH
THSGA	Tr'onděk Hwěch'in Self-Government Agreement
THSGA Plan	THSGA Implementation Plan
YFN	Yukon First Nation
Yukon	Government of the Yukon

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A – ACTIVITY SHEETS

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Consultation on amendments to Self-Government Legislation

RESPONSIBLE PARTY: TH, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 5.2 Government shall Consult the Tr onděk Hwěch in during the drafting of any amendment to Self-Government Legislation which affects the Tr onděk Hwěch in.

CROSS REFERENCES: 7.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH or Government Parties	Identify need for amendment. Notify other Parties.	As necessary
Parties	Evaluate the need for amendment.	As necessary
Yukon or Canada as appropriate Provide details.	If proposing to amend Self-Government Legislation, notify TH of proposed amendment.	Prior to amending Self-Government Legislation
TH Yukon or Canada as appropriate	Prepare and present views. Provide full and fair consideration of TH views. Make revisions as necessary.	Within a reasonable time period After views presented
Yukon or Canada as appropriate	At discretion, amend Self-Government Legislation.	After considering TH views

PLANNING ASSUMPTIONS

1. If a proposed amendment affects all YFNs, one territory-wide consultative process may be appropriate.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	THSGA amendment
RESPONSIBLE PARTY:	Canada, Yukon, TH
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	6.1 This Agreement may only be amended with the consent of the Parties. 6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of: 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 Tr'ondëk Hwëch'in, by the Tr'ondëk Hwëch'in Council.
CROSS REFERENCES:	6.3, 6.4 (all), 6.5, 6.6 (all), 7.3

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Canada, or Yukon	Propose in writing amendment to other Parties.	As necessary
TH, Canada, or Yukon	Evaluate proposed amendment. Respond in writing to initiating Party.	When amendment is proposed
Th, Canada, and Yukon	Negotiate and draft amendment.	Following agreement to amend
TH, Canada, and Yukon	Consent to the amendment pursuant to 6.2.	After amendments are drafted
TH	Notify Citizens of amendment.	After amendment is approved

PLANNING ASSUMPTIONS

1. If a proposed amendment is rejected, the rejecting parties will provide written reasons.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

- PROJECT:** Amending the THSGA to incorporate more favourable provisions
- RESPONSIBLE PARTY:** TH, Canada, Yukon
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:**
- 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 Tr'ondĕk Hwĕch'in, shall negotiate with the Tr'ondĕk Hwĕch'in with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.
 - 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.
 - 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.
- CROSS REFERENCES:** 6.1, 6.2, 24.3; THFA 26.3.0 (all), 26.7.3

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Monitor other YFN Self-Government Agreements for more favourable provisions.	As Self-Government Agreements are negotiated
TH, Canada and Yukon	Negotiate and draft amendment to THSGA.	At request of TH
TH, Canada or Yukon	If dispute arises, refer to dispute resolution under 26.3.0 of the THFA.	As necessary
TH, Canada and Yukon	If dispute resolved, draft amendment to THSGA.	As necessary
TH, Canada and Yukon	If Parties agree, amend THSGA, pursuant to THSGA 6.1, 6.2.	As soon as practicable
TH	Notify TH Citizens of amendment.	After amendment is approved

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Review of THSGA within ten years of the Effective Date

RESPONSIBLE PARTY: TH, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within ten years of the Effective Date for the purpose of determining whether:

- 6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matter 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.

CROSS REFERENCES: 6.1, 6.2 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Canada and Yukon	Prepare workplan to identify terms of reference, timelines and resources for review.	Within ten years of the Effective Date, or as the Parties otherwise agree
TH, Canada and Yukon	Conduct the review, and identify appropriate action.	In accordance with the workplan
TH, Canada and Yukon	Undertake appropriate action which may include	As necessary amending the THSGA in accordance with THSGA 6.1 and 6.2.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PLANNING ASSUMPTIONS

1. The review process of the THSGA may be carried out simultaneously, and in a coordinated fashion, with a review of the THFA Implementation Plan and negotiation of a new THFTA in accordance with paragraph 7 of Annex B to the THSGA Plan.
2. At the time of the review, Canada may provide additional resources, to a negotiated level, for the conduct of the review.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Amendment of an invalid provision of the THSGA

RESPONSIBLE PARTY: TH, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 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.

CROSS REFERENCES: 6.1, 6.2 (all), 7.1, 7.2, 7.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Canada and Yukon	If a court of competent jurisdiction finds a provision of the THSGA to be invalid, make best efforts to amend the THSGA to remedy the invalidity or replace the invalid provision.	As required
TH, Canada and Yukon 6.1 and 6.2.	If the parties agree to amend the THSGA, initiate amendment process in accordance with THSGA	As soon as practicable
TH	Inform Citizens of amendment. the amendment	As soon as practicable following

PLANNING ASSUMPTIONS

1. Each of the Parties may prepare for and participate in litigation relating to the determination of the validity of a provision of the THSGA.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Amendment of an invalid provision of the Self-Government Legislation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: TH

REFERENCED CLAUSES: 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.

CROSS REFERENCES: 5.2, 7.1, 7.2, 7.3

RESPONSIBILITY	ACTIVITIES	TIMING
Government	If a court of competent jurisdiction finds a provision of the Self-Government Legislation to be invalid, make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.	As required
Government	If Government intends to amend the Self-Government Legislation or replace the invalid provision, notify TH of any amendment which affects the TH.	During the drafting of the amendments
TH	Prepare and present views to Government.	Within a reasonable time as indicated by Government
Government	Provide full and fair consideration to views presented by the TH. Notify TH of outcome.	Within a reasonable time following receipt of TH views
TH	Inform Citizens of amendment.	As soon as practicable following amendment

PLANNING ASSUMPTIONS

1. Each of the Parties may prepare for and participate in litigation relating to the determination of the validity of a provision of the Self-Government Legislation.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Conflict of laws issues

RESPONSIBLE PARTY: TH, other YFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:

8.4.1 in the case of a conflict of laws issue arising between a law of the Tr'onděk Hwěch'in and a law of another Yukon First Nation, the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in and a Law of General Application, the Tr'onděk Hwěch'in and Government have otherwise agreed.

CROSS REFERENCES: 13.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH, other YFN, Canada or Yukon, as appropriate	If conflict of laws issue arises, negotiate agreement or solution to conflict.	As agreed by affected parties
TH, other YFN, Canada or Yukon as appropriate	If the issue results in court action, participate in court action.	As necessary

PLANNING ASSUMPTIONS

1. The Parties anticipate that, where appropriate, potential for conflict of laws will be considered when Government and TH are drafting laws.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Capacity, rights, powers and privileges of TH
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>9.2 The Tr'onděk Hwěch'in 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:</p> <p>9.2.1 enter into contracts or agreements;</p> <p>9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;</p> <p>9.2.3 raise, invest, expend and borrow money;</p> <p>9.2.4 sue or be sued;</p> <p>9.2.5 form corporations or other legal entities; and</p> <p>9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.</p>
CROSS REFERENCES:	12.1 (all), 14.6.2, 26.0 (all); THFA 20.4.1

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Conduct appropriate research and analysis in regard to the exercising of rights or engaging in activities pursuant to 9.2.	As necessary
TH	Conduct negotiations, develop agreements and prepare legal documents as may be required to carry out any of the activities.	As necessary
TH	Notify Government and public of outcome as may	As necessary be appropriate.

PLANNING ASSUMPTIONS

1. This activity does not include the consideration of local service and program agreements under THSGA 14.6.2 and 26.0 or the formation of Settlement Corporations under THFA 20.4.1.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS TR'ONDĚK HWĚCH'IN

PROJECT:	Establishment of governing bodies
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	10.1 The Constitution of the Tr'ondĚk HwĚch'in shall, in a manner consistent with this Agreement, provide for: 10.1.2 the governing bodies of the Tr'ondĚk HwĚch'in and their powers, duties, composition, membership and procedures;
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Establish governing bodies according to the Constitution.	Upon Effective Date or as appropriate
TH	Operate TH government structures which will attend to functions such as: <ul style="list-style-type: none">- communications and information;- policy development, monitoring, evaluation, research and advice;- personnel and training;- intergovernmental relations, negotiations and dispute resolution;- legal affairs;- clerical;- financial management and taxation;- supply services;- management capabilities; and,- other functions as may arise from time to time.	

PLANNING ASSUMPTIONS

1. The TH may have to prepare or amend policies and procedures with regard to the administration, operation and internal management of TM affairs.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Establishment and implementation of TH financial reporting system

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Constitution of the Tr'ondĕk Hwĕch'in shall, in a manner consistent with this Agreement, provide for:

10.1.3 a system of reporting, which may include audits, through which the Tr'ondĕk Hwĕch'in shall be financially accountable to its Citizens;

CROSS REFERENCES: 22.1

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Examine and determine reporting requirements of TH government.	As soon as practicable following Effective Date
TH	Review reporting standards generally accepted for governments in Canada.	As soon as practicable following Effective Date
TH	Prepare and publish reports or audits in accordance with the TH Constitution.	Annually or as required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Challenging the validity of TH laws and quashing invalid TH laws

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Constitution of the Tr'onděk Hwěch'in shall, in a manner consistent with this Agreement, provide for:

10.1.5 challenging the validity of laws enacted by the Tr'onděk Hwěch'in and quashing invalid laws; and

CROSS REFERENCES: 10.1.4, 13.1 (all), 13.2 (all), 13.3 (all), 14.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Participate in challenges of validity of TH laws in accordance with TH Constitution.	As necessary
TH	If necessary, amend or replace invalid law.	As soon as practicable

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Transfer to TH of monies held by Canada for use and benefit of TI-I

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: TM

REFERENCED CLAUSES: 11.2 Any monies held by Canada for the use and benefit of the Indian Act (Canada) Dawson Indian Band shall be transferred to the Tr'onděk Hwěch'in, as soon as practicable after the Effective Date.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
Canada	Calculate amount to be transferred. Inform TH in writing of the amount to be transferred.	Prior to Effective Date
TH	Confirm amount to be transferred and request by Band Council Resolution the transfer of monies held by Canada for the use and benefit of the Dawson Indian Band.	Prior to Effective Date
Canada	Transfer funds to TM.	As soon as practicable
TH	Provide written receipt for monies transferred.	Following receipt of monies

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Delegation of TM powers

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: Other party as indicated in 12.1.1 through 12.1.7

REFERENCED CLAUSES: 12.1 The Tr'onděk Hwěch'in may delegate any of its powers, including legislative powers, to:

- 12.1.1 a public body or official established by a law of the Tr'onděk Hwěch'in;
- 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.

CROSS REFERENCES: 9.2, 9.2.1, 9.2.5, 26.0 (all), 27.5

RESPONSIBILITY	ACTIVITIES	TIMING
TM	Research and identify authority or power to be delegated.	At discretion of TM
TM, other party	Negotiate and draft delegation agreement with other party.	At discretion of parties
TM, other party	If delegation agreement is completed, and delegation occurs, notify Government and the public.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PLANNING ASSUMPTIONS

1. Any delegation of TH powers will be subject to an approval process as may be set out in its Constitution and laws.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Delegation of powers to TM

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: Any entity that has the authority to delegate its powers (“delegating authority”)

REFERENCED CLAUSES: 12.3 The Tr’onděk Hwěch’in has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.

CROSS REFERENCES: 9.2, 9.2.1, 9.2.5, 12.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH or delegating authority	Forward delegation proposal to other party.	As necessary
TM or delegating authority	Prepare views and respond.	Within a reasonable time period
TM or delegating authority	Negotiate, draft and enter into delegation agreement.	following receipt of the proposal At discretion of parties
TM or delegating authority	Notify public of delegation agreement.	Following approval of agreement by parties

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Enactment of TH laws
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	<p>13.1 The Tr'onděk Hwěch'in shall have the exclusive power to enact laws in relation to the following matters:</p> <ul style="list-style-type: none">13.1.1 administration of Tr'onděk Hwěch'in affairs and operation and internal management of the Tr'onděk Hwěch'in;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 Tr'onděk Hwěch'in; and13.1.3 matters ancillary to the foregoing. <p>13.2 The Tr'onděk Hwěch'in shall have the power to enact laws in relation to the following matters in the Yukon:</p> <ul style="list-style-type: none">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 the Han language;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 Tr'onděk Hwěch'in 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;

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- 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 Tr'onděk Hwěch'in purposes;
 - 13.2.14 matters necessary to enable the Tr'onděk Hwěch'in to fulfill its responsibilities under the Final Agreement or this Agreement; and
 - 13.2.15 matters ancillary to the foregoing.
- 13.3 The Tr'onděk Hwěch'in shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters:
- 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 Tr'onděk Hwěch'in for Tr'onděk Hwěch'in purposes;
 - 13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of the Tr'onděk Hwěch'in;
 - 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;

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

- 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;
- 13.3.2 1 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

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

13.3.23 matters coming within the good government of Citizens on Settlement Land.

CROSS REFERENCES: 8.4 (all), 13.5.5, 13.6 0 (all), 14.0 (all), 20.0 (all), 21.1, 21.2, 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Prepare initial laws.	At discretion, after federal Order in Council ratifying the THSGA
TH	Enact initial laws.	After Effective Date
TH	Prepare other laws.	As required
TH	Enact other laws.	As necessary
TH	Provide Yukon with copy of TH laws.	As soon as practicable after each law is passed

PLANNING ASSUMPTIONS

1. Initial laws may include financial administration legislation and other such legislation fundamental to the initial operation of the TH.
2. An advance of federal funding for initial laws may be provided to TH after the federal Order in Council ratifying the THSGA.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Exercise of Emergency powers on and off Settlement Lands
RESPONSIBLE PARTY:	TH, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>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 Tr'ondĕk Hwĕch'in may apply to the Emergency.</p> <p>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 Tr'ondĕk Hwĕch'in of the action taken and transfer the matter to the responsible Tr'ondĕk Hwĕch'in authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.</p> <p>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.</p> <p>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 Tr'ondĕk Hwĕch'in may exercise power conferred by laws enacted by the Tr'ondĕk Hwĕch'in to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.</p> <p>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 Tr'ondĕk Hwĕch'in to act pursuant to 13.4.4 shall cease.</p> <p>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.</p> <p>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.</p>
CROSS REFERENCES:	9.2, 9.2.1, 13.2, 13.3, 13.5 (all)

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH and Canada or Yukon	Develop arrangements and procedures which allow a person acting pursuant to 13.4.1 or 13.4.4 to notify the appropriate authority and to transfer the matter to the appropriate authority as soon as practicable.	As soon as practicable after Effective Date and thereafter concurrent with the development or amendment of relevant policies or legislation
TH or Canada or Yukon	Having taken action in an Emergency, notify the appropriate authority,	In accordance with arrangements and procedures
TH or Canada or Yukon	Transfer the matter to the appropriate authority.	As soon as practicable

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Identification of areas in which laws of TH shall prevail over federal Laws of General Application
RESPONSIBLE PARTY:	TH, Canada
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	<p>13.5.2 Canada and the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.</p> <p>13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.</p> <p>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.</p>
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Research areas in which TH laws may prevail over federal Laws of General Application.	Prior to negotiations
TH	Notify Canada of desire to initiate negotiations.	At discretion
TH, Canada	Prepare workplan to identify timelines and resources for negotiations.	Within 6 months after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
TH, Canada	Commence negotiations pursuant to workplan.	As required
Canada	Notify Yukon of proposed agreement or amendment identifying areas where TH laws prevail over federal Laws of General Application. Provide details.	Prior to conclusion of negotiations
Yukon	Prepare and present views to Canada.	Within reasonable time period as indicated by Canada
Canada	Provide full and fair consideration of views of Yukon.	After views presented to Canada

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Canada, TH	Conclude agreement.	As soon as practicable after Consultation with Yukon

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in negotiations to identify areas in which TH laws may prevail. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Consultation with TH on a Yukon Law of General Application

RESPONSIBLE PARTY: Yukon, TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 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 Tr'onděk Hwěch'in, the Yukon shall Consult with the Tr'onděk Hwěch'in before introducing the Legislation in the Legislative Assembly.

CROSS REFERENCES: 8.4 (all), 13.5.3

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyze proposed Yukon Law of General Application for impact on TH laws,	Whenever Yukon proposes to enact a Yukon Law of General Application
Yukon	Where proposed Yukon Law of General Application may have an impact on a TH law notify TH of the need to initiate Consultation.	Prior to introduction of the legislation in the Legislative Assembly, allowing reasonable time for Consultation to occur
Yukon, TH	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after TH is notified about the need to initiate Consultation
Yukon	Provide TH with details of proposed Legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
TH	Review proposed Yukon Law of General Application to determine impact, inconsistency, and/or conflict. Prepare and present views,	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration to views presented. Notify TH of outcome.	After views presented to Yukon
Yukon	At discretion, make any changes to proposed Yukon Law of General Application.	After considering TH views

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PLANNING ASSUMPTIONS

1. If a proposed enactment affects all YFNs, one territory-wide consultative process may be appropriate.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Consultation with Yukon on a TH law

RESPONSIBLE PARTY: TH, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 13.5.5 Where the Tr'onděk Hwěch'in reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Tr'onděk Hwěch'in shall Consult with the Yukon before enacting the law.

CROSS REFERENCES: 8.4 (all), 13.5.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Analyze proposed TH law for impact on Yukon Laws of General Application.	Whenever TH proposes a law
TH	Where proposed TH law may have an impact on a Yukon Law of General Application, notify Yukon of the need to initiate Consultation.	Prior to introduction of the law in the TH approval process, allowing reasonable time for Consultation to occur
TH, Yukon	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after Yukon is notified about the need to initiate Consultation
TH	Provide Yukon with details of proposed legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
Yukon	Review proposed TH law to determine impact, inconsistency, and/or conflict. Prepare and present views,	Within a reasonable time period as set out in the arrangements and procedures
TH	Provide full and fair consideration to views presented. Notify Yukon of outcome.	After views presented to TH
TH	At discretion, make any changes to proposed legislation.	After considering Yukon views

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

- PROJECT:** Declaration where a Yukon Law of General Application ceases to apply to the TH, its Citizens or Settlement Land
- RESPONSIBLE PARTY:** Yukon, TH
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:** 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in, 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 Tr'onděk Hwěch'in, Citizens or Settlement Land.
- 13.5.7 Prior to making a declaration pursuant to 13.5.6, the Yukon shall:
- 13.5.7.1 Consult with the Tr'onděk Hwěch'in and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Tr'onděk Hwěch' in; and
- 13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Tr'onděk Hwěch'in 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.
- CROSS REFERENCES:** 13.5.5

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyze TH law for impact on Yukon Laws of General Application.	Following receipt of the TH law
Yukon	If the Commissioner in Executive Council is of the opinion that the TH law has rendered a Yukon Law of General Application partially inoperative, notify TH of the need to initiate Consultation.	As necessary
Yukon, TH	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after TH is notified about the need to initiate Consultation

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Notify TH of its concerns regarding the impact of the TH law on a Yukon Law of General Application and identify possible solutions.	As soon as practicable after the arrangements and procedures for Consultation have been completed
TH	Prepare and present views to Yukon.	Within a reasonable time period as set out in the arrangements and procedures for Consultation
Yukon	Provide full and fair consideration to views of TH.	After views presented to Yukon
Yukon	If Yukon and TH agree that the Yukon Law of General Application should be amended, draft and propose amendments to Yukon Legislation.	As necessary
Commissioner in Executive Council	If the Yukon Law of General Application is not amended to rectify the matter, at discretion declare that the Yukon Law of General Application ceases to apply in whole or in part to TH Settlement Land or Citizens, as the case may be.	As necessary
TH and Yukon	Notify TH Citizens and Yukon staff responsible for administration or enforcement of the Yukon Law of General Application of the outcome, as may be necessary.	Upon resolution of the matter

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Negotiation of administration of justice agreement
RESPONSIBLE PARTY:	TH, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Tr'onděk Hwěch'in justice provided for in 13.3.17.</p> <p>13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including <i>fine</i>, penalty and imprisonment for enforcing any law of the Tr'onděk Hwěch'in, prosecution, corrections, law enforcement, the relation of any Tr'onděk Hwěch'in courts to other courts and any other matter related to aboriginal justice to which the Parties agree.</p> <p>13.6.3 Notwithstanding anything in this Agreement, the Tr'onděk Hwěch'in 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.</p> <p>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.</p>
CROSS REFERENCES:	13.3.17, 13.6.4 (all), 13.6.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Prepare for negotiation of administration of justice	Prior to negotiations agreement.
TH	Notify Canada and Yukon of desire to initiate negotiations.	At discretion
TH, Yukon, Canada	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Yukon, Canada	Negotiate administration of justice agreement.	Negotiations to begin within two years of Effective Date, or as soon thereafter as the Parties agree is reasonable

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in negotiations in respect of administration of justice. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. 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 THSGA.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- PROJECT:** Interim arrangements for administration of justice
- RESPONSIBLE PARTY:** TH, Yukon
- PARTICIPANT / LIAISON:** **Canada**
- REFERENCED CLAUSES:** 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:
- 13.6.4.1 the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in;
- 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 Tr'onděk Hwěch'in in accordance with the jurisdiction designated to those courts by Laws of General Application except that any offence created under a law enacted by the Tr'onděk Hwěch'in shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon;
- 13.6.4.3 any offence created under a law enacted by the Tr'onděk Hwěch'in shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act (Yukon) 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 (Yukon).
- CROSS REFERENCES:** 13.1 (all), 13.2 (all), 13.3 (all), 13.6.1, 13.6.2, 13.6.5 (all), 13.6.6, 13.6.7

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Research and establish penalties under TH law that are consistent with the interim justice provisions as part of lawmaking activity.	As decided by TH
TH, Yukon, Canada	Develop arrangements and procedures required for co-ordination of activities between Yukon, Canada and TH, as appropriate, for interim justice.	Concurrent with development of TH laws which create offenses

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Unless otherwise ordered by a court or agreed to pursuant to THSGA 13.6.5.2, administer justice in accordance with 13.6.4, including, but not limited to, prosecution of offenses under TH laws, administering dispositions and enforcing judgements, providing probation and corrections services, and any other activities that may be required.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Enactment of TH laws in relation to taxation
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	Government
REFERENCED CLAUSES:	<p>14.1 The Tr'onděk Hwěch'in shall have the power to enact laws in relation to:</p> <p>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;</p> <p>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 Tr'onděk Hwěch'in purposes; and</p> <p>14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.8.</p> <p>14.3 The Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in and the Yukon.</p> <p>14.4 The Tr'onděk Hwěch'in shall not exercise its power to enact laws pursuant to 14.1.2 until the expiration of three years following the Effective Date, unless otherwise agreed between:</p> <p>14.4.1 the Tr'onděk Hwěch'in and Canada, with respect to the coordination of Tr'onděk Hwěch'in and federal tax powers; and</p> <p>14.4.2 the Tr'onděk Hwěch'in and Yukon, with respect to the coordination of Tr'onděk Hwěch'in and Yukon tax powers.</p>
CROSS REFERENCES:	8.4 (all), 13.5.3, 13.5.5, 13.5.6, 13.5.7 (all), 13.6.0 (all), 14.2, 14.5 (all), 14.6(all), 14.8,20.0(all),21.1,21.2,21.3,21.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Prepare law(s).	At discretion

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

TH	Enact law(s) pursuant to 14.1.1.	After 3 years following Effective Date, or earlier as may be agreed upon by the TH and Yukon
	Enact law(s) pursuant to 14.1.2.	After 3 years following Effective Date, unless otherwise agreed between TH and Canada or Yukon
TH	Provide Government with copy of enacted law(s).	As soon as practicable after enactment
TH	Inform those affected by enacted law(s), such as Citizens, holders of interests in Settlement Land, and occupants and tenants of Settlement Land.	Prior to or as soon as practicable after enactment

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Negotiations on coordination of taxation
RESPONSIBLE PARTY:	TH, Canada
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>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 Tr'ondĕk Hwĕch'in, Canada and the Tr'ondĕk Hwĕch'in shall make reasonable efforts to negotiate agreements on:</p> <p>14.5.1 the manner in which the power of the Tr'ondĕk Hwĕch'in to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and</p> <p>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.</p>
CROSS REFERENCES:	14.1, 14.1.2, 14.9

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Research taxation.	Prior to negotiations
TH	Notify Canada of intent to initiate negotiations.	At discretion
TH and Canada	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
TH and Canada	Make reasonable efforts to negotiate taxation agreement.	After one year following the Effective Date or earlier as may be agreed upon by Canada and TH

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. The responsible parties will endeavour to inform the Yukon of the progress of the negotiations.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Sharing of tax room in respect of Property Taxes or an adjustment in amounts referred to in 14.9	
RESPONSIBLE PARTY:	TH, Yukon	
PARTICIPANT / LIAISON:	Canada	
REFERENCED CLAUSES:	14.6	When the Tr'onděk Hwěch'in 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 or an adjustment in amounts referred to in 14.9, as the case may be, which is equitable.
	14.6.1	To the extent that the Tr'onděk Hwěch'in imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.
	14.6.2	The Tr'onděk Hwěch'in and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.
	14.8	The Yukon Minister of Finance may enter into taxation agreements with the Tr'onděk Hwěch'in.
CROSS REFERENCES:	14.1, 14.1.1, 14.3, 14.9, 26.0 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Research and develop policies regarding property taxation of interests on Settlement Land.	At discretion
TH	Notify Yukon and Canada of desire to initiate negotiations.	At discretion
TH, Yukon, Canada	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, TH	Negotiate TH exercise of property taxation power including sharing of tax room by Yukon or an adjustment in amounts referred to in 14.9, as the case may be, and arrangements for the efficient delivery of local services and programs if appropriate.	In accordance with the workplan
Yukon, TH	Propose to other party to enter into a taxation agreement pursuant to 14.8 of the THSGA.	At discretion
TH, Yukon, Canada	If TH and Yukon Minister of Finance decide to enter into taxation agreements pursuant to 14.8, prepare workplan identifying timelines and resources for negotiations.	Prior to negotiations
Yukon, TH	Negotiate taxation agreements.	In accordance with the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. 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 the taxation agreements contemplated by the THSGA.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Recommendation of Legislation to provide taxation powers or exemptions	
RESPONSIBLE PARTY:	Canada, TH	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	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 Tr'onděk Hwěch'in, recommend Legislation to the appropriate legislative authority to provide the Tr'onděk Hwěch'in 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.
CROSS REFERENCES:	None identified	

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Monitor and research desirability of incorporating tax powers or exemptions as provided to other Indian governments through federal Legislation.	After federal Legislation regarding Indian government taxation powers or tax exemptions is enacted
TH	Make request in writing for Canada to recommend	At discretion Legislation.
Canada	Recommend taxation Legislation to appropriate legislative authority.	After request by Th

PLANNING ASSUMPTIONS

1. Canada and TH will discuss and attempt to reach agreement on the terms of the Legislation prior to Canada recommending the Legislation.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Payment by TH to taxing authority of an amount equivalent to Property Taxes

RESPONSIBLE PARTY: Yukon, TH, taxing authority

PARTICIPANT / LIAISON: Canada

REFERENCED CLAUSES: 14.9 Except as provided in 14.9.1, 14.9.2 and 14.9.3, Settlement Land shall be exempt from Property Taxes provided that the Tr'onděk Hwěch'in shall pay annually, to the taxing authority in respect of that Settlement Land, an amount equal to the aggregate amount of taxes which would be payable to the taxing authority for that year under Laws of General Application if that land was not exempt from Property Taxes.

14.9.1 The provisions of 14.9 shall not apply to Fee Simple Settlement Land.

14.9.2 The provisions of 14.9 shall not apply to any Settlement Land which is exempt from Property Taxes pursuant to any other provision of this Agreement or the Final Agreement.

14.9.3 The provisions of 14.9 shall not apply to the Moosehide Lands.

CROSS REFERENCES: 14.10; THFA 26.4.0 (all); THFA Plan Annex A 20.7.1

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, TH	Discuss and attempt to reach agreement on which properties on TH Settlement Land would be subject to property tax under Laws of General Application and on the tax classifications and assessed values for TH Settlement Land.	As soon as practicable after the Effective date and prior to finalization of assessment role
<u>In the year of Effective Date:</u>		
Yukon	Provide TH a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application.	No later than 90 days after Effective Date in the year of Effective Date
TH, Yukon	Review list and amount of taxes that would be payable under Laws of General Application.	As soon as practicable
TH	Make payment to taxing authority.	No later that 180 days after the Effective Date or July 2, whichever is the later

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
<u>In subsequent years:</u>		
Taxing authority	Provide TH with a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application.	Annually, by May 15
TH, taxing authority	Review list and amount of taxes that would be payable under Laws of General Application.	As soon as practicable
TH	Make payment to taxing authority.	Annually, by July 2

PLANNING ASSUMPTIONS

1. In order to determine the amount of taxes that would be payable under Laws of General Application pursuant to THSGA 14.9, Settlement Land, except as provided in 14.9.1, 14.9.2 and 14.9.3, will be assessed under the Assessment and Taxation Act (Yukon) and the assessment appeal process under that Act will also apply.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Assistance to TH with payment of the amounts referred to in 14.9

RESPONSIBLE PARTY: Canada, TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.10 During a 10-year transitional period beginning with the Effective Date, Canada shall assist the Tr'onděk Hwěch'in with the payment of the amounts referred to in 14.9. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment as a property owner.

CROSS REFERENCES: 14.9; THFA Plan Annex A 20.7.1

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If the Effective Date falls on January 1:</u>		
Canada, TH	Prepare a multi-year funding arrangement with the TH to reimburse the amounts equivalent to the Property Taxes that would be payable under Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding arrangement to TH.	As soon as practicable after Effective Date
TH	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
TH	Provide to Canada evidence of the amounts paid pursuant to 14.9 by TH for each calendar year.	As soon as practicable after the amounts are paid by TH, in the year of the Effective Date and each subsequent year for nine years
Canada	Following receipt of information from TH about the amount paid by TH in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from TH
Canada	Pay to TH the amount of assistance stipulated in the funding arrangement.	As soon as practicable

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

If the Effective Date falls on a day between January 2 and December 31, inclusive:

Canada	Prepare a multi-year funding arrangement with the TH to reimburse the amounts equivalent to the Property Taxes that would be payable under Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding arrangement to TH.	As soon as practicable after Effective Date
TH	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
TH	Provide to Canada evidence of the amounts paid by TH pursuant to 14.9 for each calendar year.	As soon as practicable after the amounts are paid by TH, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from TH about the amount paid by TH in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from TH
Canada	Pay to TH the amount of assistance stipulated in the multi-year funding arrangement.	As soon as practicable

PLANNING ASSUMPTIONS

1. If the Effective Date of the THSGA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which assistance with payment of the amounts referred to in 14.9 is to be provided. The amount of the assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof;

Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and

T = the amounts referred to in 14.9 paid by TH for that calendar year.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

Assistance:

YEAR 1:	$(TxY/365)x$	100%	_____
YEAR 2:	$(Tx X/365) x$	$100\% + (Tx Y/365) x 90\%$	_____
YEAR3:	$(TxX/365)x$	$90\%+(TxY/365)x80\%$	_____
YEAR 4:	$(T x X/365) x$	$80\% + (T x Y/365) x 70\%$	_____
YEAR 5:	$(T x X/365) x$	$70\% + (T x Y/365) x 60\%$	_____
YEAR 6:	$(T x X/365) x$	$60\% + (T x Y/365) x 50\%$	_____
YEAR 7:	$(TxX/365)x$	$50\%+(TxY/365)x40\%$	_____
YEAR8:	$(TxX/365)x$	$40\%+(TxY/365)x30\%$	_____
YEAR 9:	$(T x X/365) x$	$30\% + (T x Y/365) x 20\%$	_____
YEAR 10:	$(Tx X/365) x$	$20\% + (Tx Y/365) x 10\%$	_____
YEAR 11:	$(TxX/365)x$	10%	_____

TR'ONDĚK HWĚCH'IN

SELĚ-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Withdrawal of delivery of services for non-payment after two years of the amounts referred to in 14.9

RESPONSIBLE PARTY: Taxing authority

PARTICIPANT / LIAISON: TH

REFERENCED CLAUSES: 14.11 Notwithstanding Laws of General Application, Settlement Land shall not be subject to attachment, seizure or sale for non-payment of the amounts referred to in 14.9. If any such amounts remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to Settlement Land until the outstanding amounts have been paid.

14.12 If amounts referred to in 14.9 remain unpaid six months after the withdrawal of any services under 14.11, the taxing authority may attach the assets of the Tr'onděk Hwěch'in in addition to all other remedies including the filing of a lien or other instrument against Settlement Land.

CROSS REFERENCES: 14.9

RESPONSIBILITY	ACTIVITIES	TIMING
Taxing authority	Provide TH with initial notice using double registered mail of the possible withdrawal of delivery of any or all services to such Settlement Land if amounts referred to in 14.9 are not paid within six months of date of notice.	If amount referred to in 14.9 is owing for more than 18 months
Taxing authority	Notify TH by double registered mail that services may be withdrawn by a specific date (six months after issuance of initial notice) if amounts referred to in 14.9 are not paid by that date.	If amounts referred to in 14.9 remain unpaid after two years
Taxing authority	Provide notice to TH if taxing authority decides to attach the assets of the TH and/or to initiate other remedies.	If amounts referred to in 14.9 remain unpaid six months after the withdrawal of services under 14.11

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: TH performing a function of government for the purpose of paragraph 149(1)(c) of the Income Tax Act (Canada)

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 15.1 The Tr'onděk Hwěch'in shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act (Canada) be deemed to be a public body performing a function of government in Canada for each taxation year of the Tr'onděk Hwěch' in where, at all times during the year:

15.1.1 all of its real property and all or substantially all of its tangible personal property was, or was situate on, Settlement Land;

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

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 Final Agreement or Settlement Legislation,

and for these purposes the taxation year of the Tr'onděk Hwěch'in shall be the calendar year or such other fiscal period as the Tr'onděk Hwěch'in may elect.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Prepare initial list of all of the real and tangible personal property and where the property is situate, in accordance with tax requirements (paragraph 149(1)(c) <u>Income Tax Act</u> (Canada)).	Prior to the end of the TH's first fiscal year following Effective Date
TH	Maintain list.	Ongoing
TH	Maintain records of the activities devoted to the exercise of the powers of government pursuant to THSGA 15.1.3.	Ongoing

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Taxation of TH “subsidiaries”
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>15.3 No tax shall be payable under the <u>Income Tax Act</u> (Canada) 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 during the year:</p> <p>15.3.1 all the shares and capital of the subsidiary are owned by the Tr’onděk Hwěch’in 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;</p> <p>15.3.2 no part of the earnings of the subsidiary are available to any person other than the Tr’onděk Hwěch’in 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;</p> <p>15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is, or is situated on, Settlement Land;</p> <p>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</p> <p>15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.</p>
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Maintain share register.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Refund of goods and services tax paid by claimant on expenditures relating to self-government activities within Settlement Lands
RESPONSIBLE PARTY:	The Tr'onděk Hwěch'in, or a trust, board, commission or similar body established by the Tr'onděk Hwěch'in, or a corporation wholly owned by any such entity or by a combination thereof ("claimant")
PARTICIPANT / LIAISON:	Canada
REFERENCED CLAUSES:	<p>15.7 The Tr'onděk Hwěch'in, or a trust, board, commission or similar body established by the Tr'onděk Hwěch'in, or a corporation wholly owned by any such entity or by a combination thereof (each of which is referred to in 15.7 to 15.11 as the "claimant"), may claim a refund of any tax paid by the claimant under subsection 165(1) or sections 212 or 218 of Part IX of the <u>Excise Tax Act</u> (Canada) that is not otherwise recoverable by the claimant under any law, to the extent that the property or service in respect of which the tax was paid was acquired by the claimant:</p> <p>15.7.1 for consumption or use in the course of exercising the powers of government within Settlement Land authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation; and</p> <p>15.7.2 not for consumption, use or supply in the course of any business or other activity engaged in by the claimant for profit or gain.</p> <p>15.8 A refund of tax under 15.7 will not be paid to a claimant referred to in that clause unless, at the time at which the tax is paid;</p> <p>15.8.1 all of the claimant's real property and all or substantially all of the claimant's tangible personal property is, or is situated on, Settlement Land; and</p> <p>15.8.2 the claimant does not engage in any business or other activity for profit or gain, other than an activity, engaged in by the claimant on Settlement Land, the primary purpose of which is to provide goods or services to the Tr'onděk Hwěch'in, Citizens, individuals resident on Settlement Land, corporations wholly owned by the Tr'onděk Hwěch'in or by Citizens, or such other businesses as the Parties may from time to time agree.</p> <p>15.9 A refund of tax under 15.7 will not be paid unless an application for the refund is filed with the Minister of National Revenue within four years after the tax is paid.</p>
CROSS REFERENCES:	5.2, 15.9, 15.10, 15.11, 15.12

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Claimant	Request information regarding procedures to claim refund of any tax paid under subsection 165(1) or sections 212 or 218 of Part IX of the <u>Excise Tax Act</u> (Canada), pursuant to 15.7 and 15.8 of THSGA.	As necessary
Canada	Provide to claimant the necessary application forms and instructions for filing application for refund of tax.	As soon as practicable
Claimant	File application with the Minister of National Revenue for a refund of tax.	Within four years of paying or remitting the tax
Canada	Process application.	As soon as practicable
Canada	If claimant entitled to refund, make payment to claimant	As soon as practicable
Claimant	If dissatisfied with the outcome of the application, appeal to Revenue Canada.	As necessary, in accordance with Revenue Canada appeal procedures

PLANNING ASSUMPTIONS

1. The provisions contained in 15.7 to 15.11 shall come into effect when amendments to the Yukon First Nations Self-Government Act (Canada), which provide for the matters set out in 15.7 and 15.11, come into effect. Canada shall recommend those amendments to Parliament as soon as practicable.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Negotiation of terms of a new THFTA

RESPONSIBLE PARTY: TH, Canada

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 16.12 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in.

CROSS REFERENCES: 6.6, 6.6.2, 16.1, 16.14, 16.15, 24.1, 24.4, 24.5; THFTA 12.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Canada	Prepare for and commence negotiations of a new THFTA pursuant to the provisions in THSGA 16.0.	At least one year prior to the expiry of the then current THFTA, and in sufficient time to complete the negotiation of a subsequent THFTA
TH, Canada	Attempt to conclude negotiations.	Prior to the expiry of the then current THFTA, in accordance with THFTA 12.7
<u>If negotiations are not concluded prior to the expiry of the then current THFTA:</u>		
TH, Canada	Continue current THFTA for a further 2 years or for such period as may be agreed by Canada and TH.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Negotiation of assumption of responsibilities by TH pursuant to 17.1

RESPONSIBLE PARTY: TH, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

17.1 During the term of a self-government financial transfer agreement the Tr'ondĚk HwĚch'in and Government shall negotiate the assumption of responsibility by the Tr'ondĚk HwĚch'in for the management, administration and delivery of any program or service within the jurisdiction of the Tr'ondĚk HwĚch'in, whether or not the Tr'ondĚk HwĚch'in has enacted a law respecting such matter.

17.2 The Tr'ondĚk HwĚch'in shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1, 17.7 and 17.9 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 Tr'ondĚk HwĚch'in priorities for negotiation. The workplan shall identify timelines and resources available for negotiations.

CROSS REFERENCES: 16.0 (all), 17.3 (all), 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0 (all), 24.2, 24.2.2, 24.3, 24.4, 24.5; THFA 26.4.0 (all); THSGA Plan paragraph 3.6.1

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Research areas where TH wishes to assume responsibility for the management, administration and delivery of any program or service within the jurisdiction of the TH.	At discretion
<u>In the First Year in which the THSGA is in effect:</u>		
TH	At discretion, notify Government of priorities for program or services transfer negotiations for that fiscal year.	Within 90 days of Effective Date
TH, Government	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
TH, Government	Negotiate program or service transfer and prepare implementation plan pursuant to THSGA 17.4.	Pursuant to the workplan
TH, Canada	Negotiate funding agreement in accordance with THSGA 17.5 or 17.6.	Pursuant to the workplan

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
<u>After Effective Date:</u> TH	Notify Government of priorities for negotiations for next fiscal year.	By March 31 each year
TH, Government	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
TH, Government	Negotiate program or service transfer and prepare implementation plan pursuant to THSGA 17.4.	Pursuant to the workplan
TH, Canada	Negotiate funding agreement in accordance with THSGA 17.5 or 17.6.	Pursuant to the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in program or service transfer negotiations pursuant to 17.1. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Negotiation of the division and sharing of responsibility for the design, delivery and administration of education programs delivered within TH Traditional Territory
RESPONSIBLE PARTY:	TH, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>17.2 The Tr'ondëk Hwëch'in shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1, 17.7 and 17.9 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 Tr'ondëk Hwëch'in priorities for negotiation. The workplan shall identify timelines and resources available for negotiations.</p> <p>17.7 In relation to education, upon the request of the Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in and the Yukon shall during the term of a self-government financial transfer agreement, negotiate the division and sharing of responsibility for the design, delivery and administration of programs delivered within the Traditional Territory relating to:</p> <ul style="list-style-type: none">17.7.1 Indian student counselling;17.7.2 cross cultural teacher/administrator orientation;17.7.3 composition of teaching staff~17.7.4 early childhood, special, and adult education curriculum;17.7.5 kindergarten through grade 12 curriculum; and17.7.6 the evaluation of teachers, administrators and other employees. <p>17.8 The negotiation of the division and sharing of responsibility for the design, delivery, and administration of programs related to education pursuant to 17.7 does not affect the ability of the Tr'ondëk Hwëch' in to negotiate an agreement pursuant to 17.1 in relation to education.</p> <p>17.10 Unless otherwise agreed, if the Tr'ondëk Hwëch'in and the Yukon conclude an agreement pursuant to 17.1 in relation to education, then 17.7 and 17.9, and any agreements concluded pursuant to those sections, shall no longer be of any force or effect.</p>
CROSS REFERENCES:	24.2, 24.2.2, 24.3, 24.4, 24.5; THFA 24.3.0 (all), 26.4.0 (all); THSGA Plan paragraph 3.6.1

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH	At discretion, determine when TH wants to assume the division and sharing of responsibility for the design, delivery and administration of education programs pursuant to 17.7.	As necessary
<u>In the First Year in which the THSGA is in effect:</u>		
TH	At discretion, notify Yukon of priorities, for that fiscal year, for negotiation of the division and sharing of responsibility for the design, delivery and administration of any or all education programs listed in 17.7.	Within 90 days of the Effective Date
TH, Yukon	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
TH, Yukon	Negotiate division and sharing of responsibility for the design, delivery and administration of education programs pursuant to 17.7.	Pursuant to the workplan
TH, Yukon	At discretion, discuss resource requirements arising from TH's assumption of divided and shared responsibility for the design, delivery and administration of education programs pursuant to 17.7.	As the parties may agree
<u>After Effective Date:</u>		
TH	At discretion, notify Yukon of priorities, for the for negotiation of the division and sharing of responsibility for the design, delivery and administration of any or all education programs listed in 17.7.	By March 31 each year next fiscal year
TH, Yukon	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
TH, Yukon	Negotiate division and sharing of responsibility for the design, delivery and administration of education programs listed in 17.7.	Pursuant to the workplan
TH, Yukon	At discretion, discuss resource requirements arising from TH's assumption of divided and shared responsibility for the design, delivery and administration of education programs pursuant to 17.7.	As the parties may agree

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PLANNING ASSUMPTIONS

1. It is anticipated that agreements concluded pursuant to 17.7 will set out a collaborative, complementary approach to the design, delivery and administration of education programs within TH Traditional Territory.
2. The parties anticipate that Th's assumption of divided and shared responsibility for the design, delivery and administration of education programs pursuant to 17.7 can be resourced within existing budgets of Yukon. Nothing, however, restricts Yukon from allocating additional funds to resource TH's assumption of divided and shared responsibility.
3. Unless otherwise agreed by the parties, negotiations pursuant to 17.7 shall take place in Dawson.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Negotiation of guaranteed representation for the Tr'onděk Hwěch'in upon any school committees, school councils or school boards.	
RESPONSIBLE PARTY:	TH, Yukon	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	17.2	The Tr'onděk Hwěch'in shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1, 17.7 and 17.9 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 Tr'onděk Hwěch'in priorities for negotiation. The workplan shall identify timelines and resources available for negotiations.
	17.9	The Tr'onděk Hwěch'in and the Yukon shall negotiate guaranteed representation for the Tr'onděk Hwěch'in upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.
	17.10	Unless otherwise agreed, if the Tr'onděk Hwěch'in and the Yukon conclude an agreement pursuant to 17.1 in relation to education, then 17.7 and 17.9, and any agreements concluded pursuant to those sections, shall no longer be of any force or effect.
CROSS REFERENCES:	24.2, 24.2.2, 24.3, 24.4, 24.5; THFA 24.4 (all), 26.4.0 (all); THSGA Plan paragraph 3.6.1	

RESPONSIBILITY	ACTIVITIES	TIMING
TH	At discretion, determine when TH wants to negotiate guaranteed representation for TH upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.	As necessary
<u>In the first year in which the THSGA is in effect:</u>		
TH	At discretion, notify Yukon of decision to negotiate, in that fiscal year, guaranteed representation for TH upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.	Within 90 days of Effective Date

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Yukon	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
TH, Yukon	Negotiate guaranteed representation for TH upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.	Pursuant to the workplan
<u>After Effective Date:</u>		
TH	At discretion, notify Yukon of decision to negotiate, in the next fiscal year, guaranteed representation for TH upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.	By March 31 each year
TH, Yukon	Prepare workplan identifying timelines and resources for negotiations.	Within 60 days of notification by TH
TH, Yukon	Negotiate guaranteed representation for TH upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.	Pursuant to the workplan

PLANNING ASSUMPTIONS

1. Unless other wise agreed by the parties, negotiations pursuant to 17.8 shall take place in Dawson.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Government of Yukon financial contributions
RESPONSIBLE PARTY:	Yukon, Canada
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>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:</p> <p>18.1.1 the savings in expenditures realized by the Yukon as a result of the Tr'onděk Hwěch'in 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</p> <p>18.1.2 an amount equal to losses in tax revenues resulting from the Tr'onděk Hwěch'in 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</p> <p>18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as</p> <p>18.1.4 any other factors as Canada and the Yukon may agree,</p> <p>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 Tr'onděk Hwěch'in for the programs and services.</p> <p>18.2 Any one-time net savings to the Yukon resulting from the assumption of responsibilities by the Tr'onděk Hwěch'in shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.</p> <p>18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Tr'onděk Hwěch'in initially assumes responsibility for that program or service or part thereof.</p> <p>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.</p>
CROSS REFERENCES:	24.2, 24.2.1

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, Canada	Calculate Yukon contribution and make financial adjustments in accordance with THSGA 18.0 (all).	As the parties agree

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- PROJECT:** Consideration of revenue capacity associated with tax base
- RESPONSIBLE PARTY:** TH, Canada
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:**
- 19.1 If the Tr'onděk Hwěch'in 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 Tr'onděk Hwěch' in self-government financial transfer agreement, provided that:
 - 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 Tr'onděk Hwěch'in 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 Tr'onděk Hwěch'in to exploit that tax base.
- CROSS REFERENCES:** 14.0 (all), 16.3 (all), 16.12

RESPONSIBILITY	ACTIVITIES	TIMING
TH and Canada	Estimate and agree upon the revenue capacity of the tax base.	Prior to two years following TH's access to tax base
TH and Canada	Determine and agree upon the capability of the TH to exploit that tax base.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A--ACTIVITY SHEETS

PROJECT: Establishment and maintenance of a register of laws

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.1 The Tr'onděk Hwěch'in shall maintain at its principal administrative offices a register of all laws enacted by the Tr'onděk Hwěch'in.

CROSS REFERENCES: 13.0, 14.1,21.3,21.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Establish register of laws.	Upon enactment of the first law
TH	Maintain laws and amendments in TH register.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Establishment of a central registry of constitutions and laws

RESPONSIBLE PARTY: TH, other YFNs

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.2 The Tr'onděk Hwěch'in 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.

CROSS REFERENCES: 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH, other YFNs	Negotiate to establish central registry.	As the parties agree
TH, other YFNs	Maintain constitutions, laws and amendments in central registry.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Development of a list of TH Citizens

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.5 The Tr'onděk Hwěch'in shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.

CROSS REFERENCES: 10.1.1

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Maintain system to record Citizens.	Ongoing
TH	Provide list to Canada and Yukon.	As soon as practicable following Effective Date
TH	Provide revised list to Canada and Yukon as alterations occur.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Preparation, maintenance and publishing of TH accounts

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 22.1 The Tr'onděk Hwěch'in shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.

CROSS REFERENCES: 10.1.3

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Prepare, maintain and publish accounts in a manner consistent with the standards generally accepted for governments in Canada.	As required

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Resolution of dispute over the terms of the THFTA

RESPONSIBLE PARTY: TH, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

24.1 If the Tr'onděk Hwěch'in and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either may refer the matter to mediation under 26.4.0 of the Final Agreement.

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.

CROSS REFERENCES: 16.0 (all), 24.2, 24.3, 24.5; THFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH or Canada	At discretion, refer dispute over the terms of the THFTA to mediation process, under THFA 26.4.0.	As necessary
TH, Canada	Prepare for mediation.	As necessary
TH, Canada	Participate in mediation process.	As necessary
TH, Canada	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under THFA 26.7.0.	As necessary
TH, Canada	Prepare for arbitration.	As necessary
TH, Canada	Participate in arbitration process.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Resolution of dispute in program or service transfer negotiations, or over contributions of the Yukon
RESPONSIBLE PARTY:	TH, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>24.2 If the Tr'onděk Hwěch'in, Canada, or the Yukon do not agree:</p> <p style="padding-left: 40px;">24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1;or,</p> <p style="padding-left: 40px;">24.2.2 in the negotiations for the transfer of programs or services provided for in 17.0,</p> <p style="padding-left: 40px;">any of the Parties may refer the matter to mediation under 26.4.0 of the Final Agreement.</p> <p>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.</p>
CROSS REFERENCES:	17.0 (all), 18.0 (all); 24.1, 24.3, THFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH and/or Canada and/or Yukon	At discretion of any of the Parties, refer dispute regarding program or service transfer negotiations or contributions of the Yukon to mediation process under THFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation processes.	As necessary
The parties to the dispute	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under THFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Resolution of dispute not covered by THSGA 24.1 or 24.2

RESPONSIBLE PARTY: TH, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

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 to the dispute.

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.

CROSS REFERENCES: 24.1, 24.2; THFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
The parties to the dispute	If the parties to the dispute agree, refer dispute to mediation process under THFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation process.	As necessary
The parties to the dispute	If mediation does not resolve dispute and the parties to the dispute agree, refer dispute to arbitration under THFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT:	Dispute resolution with respect to compatible land use
RESPONSIBLE PARTY:	TH, Yukon
PARTICIPANT / LIAISON:	Municipality
REFERENCED CLAUSES:	<p>25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land:</p> <p>25.1.1 the Tr'onděk Hwěch'in and the Yukon or a municipality within the Traditional Territory may establish a joint planning structure:</p> <p>25.1.1.1 to develop or recommend amendments to a territorial, municipal or Tr'onděk Hwěch'in community plan or area development land use plan; or,</p> <p>25.1.1.2 to carry out other activities to promote compatible land use;</p> <p>25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with the Tr'onděk Hwěch'in for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;</p> <p>25.1.3 where a proposed use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, the Tr'onděk Hwěch'in shall Consult with the Yukon or the affected municipality as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;</p> <p>25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by the Tr'onděk Hwěch'in and either the Yukon or the affected municipality, as the case may be:</p> <p>25.1.4.1 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</p> <p>25.1.4.2 a proposed use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.</p>

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, the Tr'onděk Hwěch'in, the Yukon or the affected municipality may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.

25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 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.

25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:

25.2.2.1 change or vary an existing or proposed land use;

25.2.2.2 modify a land use plan or area development regulation; and

25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.

25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or Tr'onděk Hwěch'in community or area development land use plan which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.

CROSS REFERENCES: 25.3, THFA Chapter 12, THFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Yukon and/or municipality as appropriate	If parties agree, establish a joint planning structure.	As necessary
TH, Yukon or municipality as appropriate	Notify other party where a proposed land use may have a significant impact on adjacent use. Provide details.	As necessary
TH, Yukon or municipality as appropriate	Prepare and present views.	Within a reasonable time period as indicated by proposing party

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Yukon or municipality as appropriate	Provide full and fair consideration of views.	After views presented
TH, Yukon or municipality as appropriate	In matters not subject to development assessment process referred to in THFA Chapter 12, and if agreed by the parties, revise proposed land use.	Following agreement
TH, Yukon or municipality as appropriate	If Consultation does not resolve actual or potential incompatibility in land use, at discretion refer dispute to dispute resolution pursuant to THFA 26.4.0.	As necessary
TH, Yukon or municipality as appropriate	Prepare and participate in mediation.	As necessary
TH, Yukon or municipality as appropriate	If dispute not resolved by mediation and if the parties agree, prepare and participate in arbitration.	As necessary
TH, Yukon or municipality as appropriate	If an order is made by an arbitrator pursuant to THFA 26.7.3, implement the terms of the order.	As required
TH, Yukon or municipality as appropriate	If recommendations are made by an arbitrator pursuant to 25.2.2, consider recommendations.	As necessary

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Agreements to provide for municipal or local government services, joint planning and zoning, and the exercise of Self-Government powers pursuant to 28.0
RESPONSIBLE PARTY:	TH, other YFN, Government or municipality
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	26.1 The Tr'ondĕk Hwĕch'in 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 any matters referred to in 28.0.
CROSS REFERENCES:	26.2 (all), 28.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
TH, other YFN, Government or municipality	At discretion, identify need for agreements to provide for such matters as municipal or local government services, joint planning and zoning, and the power of the Tr'ondĕk Hwĕch'in to enact laws in relation to the matters described in Part 1 of Appendix B in respect of the Settlement Land described in Parts 2 and 3 of Appendix B.	As necessary
TH, other YFN, Government or municipality	If parties agree, negotiate agreement(s) in accordance with THSGA 26.2.	As agreed
TH, other YFN, Government or municipality	Implement agreement(s).	In accordance with agreement(s)

PLANNING ASSUMPTIONS

1. It is acknowledged that long term agreements provide stability and allow for multi-year operational planning. It is acknowledged that the parties' ability to enter into long term arrangements may be subject to limitations.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Establishment of common administrative and planning structures
RESPONSIBLE PARTY:	TH, Government
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>27.1 The Tr'onděk Hwěch'in 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.</p> <p>27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Tr'onděk Hwěch'in or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Tr'onděk Hwěch'in 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.</p> <p>27.3 In the negotiations referred to in 27.2, the Tr'onděk Hwěch'in and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.</p> <p>27.4 A common administrative and planning structure established pursuant to 27.3 shall:</p> <p>27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and</p> <p>27.4.2 include direct representation by the Tr'onděk Hwěch'in.</p> <p>27.5 The Tr'onděk Hwěch'in and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.</p> <p>27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:</p> <p>27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;</p> <p>27.6.2 the exact manner by which the common administrative and planning structure shall be created;</p> <p>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;</p>

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

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 Tr'onděk Hwěch'in and Government may agree.

CROSS REFERENCES: 12.1 (all), 12.2

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Government	If the parties agree, develop a process for consulting affected residents regarding the establishment of common administrative and planning structures.	As necessary
TH or Government	Where one party is satisfied that affected residents support the establishment of a common administrative and planning structure, at discretion request that the other party enter into negotiations.	After consultation
TH, Government	If the parties agree to enter negotiations, prepare workplan identifying timelines and resources for negotiations.	Within 60 days after request, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
TH, Government	Negotiate common administrative and planning structures pursuant to THSGA 27.0.	In accordance with the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the THSGA Plan, Canada shall provide a negotiated level of funding for the participation of the TH in negotiations respecting common administrative and planning structures. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- PROJECT:** Enactment of Laws with respect to Settlement Land described in Part 2 of Appendix B
- RESPONSIBLE PARTY:** TH
- PARTICIPANT / LIAISON:** City of Dawson, Yukon
- REFERENCED CLAUSES:**
- 28.1 In respect of the Settlement Land described in Part 2 of Appendix B, the power of the Tr'onděk Hwěch'in to enact laws in relation to the matters described in Part 1 of Appendix B shall, unless otherwise provided in any Agreement entered into pursuant to 26.0, be subject to the following:
 - 28.1.1 no law enacted in relation to the matters described in Part 1 of Appendix B shall come into force or effect in respect of Settlement Land described in Part 2 of Appendix B until 60 days following its enactment;
 - 28.1.2 the Tr'onděk Hwěch'in shall within 7 days following its enactment, provide to the City of Dawson and to the Yukon a copy of every law enacted in relation to the matters referred to in Part 1 of Appendix B which applies in respect of Settlement Land described in Part 2 of Appendix B;
 - 28.1.3 if the City of Dawson or the Yukon objects to the enactment referred to in 28.1.2, or to any part of such an enactment, then the Tr'onděk Hwěch'in, the City of Dawson and the Yukon, as the case may be, shall make best efforts to resolve the matters; and
 - 28.1.4 if the objections of either the City of Dawson or the Yukon cannot be resolved through efforts made pursuant to 28.1.3, then either the City of Dawson or the Yukon, as the case may be, may before the enactment comes into force or effect petition the Supreme Court of the Yukon Territory to disallow all or part of the enactment.
 - 28.2 For purposes of a petition referred to in 28.1.4, the Supreme Court of the Yukon Territory shall have jurisdiction to disallow all or part of an enactment referred to in 28.1.2 if it can be established that any activity permitted or allowed by the enactment will endanger public health or public safety, will be contrary to peace, order or good government, or will have a significant adverse effect on the character of or quality of life in the City of Dawson.
- CROSS REFERENCES:** 13.0 (all), 26.0 (all) Parts 1 and 2 of Appendix B

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

RESPONSIBILITY	ACTIVITIES	TIMING
TH	At discretion, enact law(s) in relation to the matters described in Part 1 of Appendix B.	As necessary
TH	Provide to the City of Dawson and to the Yukon a copy of every law enacted and the projected date(s) on which the law(s) will come into force in relation to the matters referred to in Part I of Appendix B which applies in respect of Settlement Land described in Part 2 of Appendix B. The date(s) on which the law(s) will come into force shall be no less than 60 days after the enactment of the law(s).	Within 7 days following enactment of law(s)
City of Dawson or Yukon	If the City of Dawson or Yukon objects to the enactment, or to any part of such enactment, notify TH.	In sufficient time prior to the law(s) coming into force for the parties to make best efforts to resolve the dispute
TH and City of Dawson or Yukon	Make best efforts to resolve the	Prior to the law(s) coming into force
<u>If the objections of either the City of Dawson or the Yukon cannot be resolved through efforts made pursuant to 28.1.3:</u>		
City of Dawson or Yukon	At discretion, petition the Supreme Court of the Yukon Territory to disallow all or part of the	Prior to the law(s) coming into force

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Enactment of Laws with respect to Settlement Land described in Part 3 of Appendix B
RESPONSIBLE PARTY:	TH
PARTICIPANT / LIAISON:	City of Dawson, Yukon
REFERENCED CLAUSES:	28.3 Notwithstanding 28.1 and 28.2, in respect of the Settlement Land described in Part 3 of Appendix B, the Tr'onděk Hwěch'in shall not exercise its powers to enact laws in relation to the matters described in Part 1 of Appendix B, unless otherwise agreed by the Tr'onděk Hwěch'in and Government or the City of Dawson, whichever has responsibility for the matter in question.
CROSS REFERENCES:	13.0 (all), 26.0 (all), 28.1, 28.2, Parts 1 and 3 of Appendix B

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Yukon, City of	At discretion, jointly review existing relevant Laws on Settlement Land listed in Part 3 of Appendix B, and powers of TH to enact laws, to foster a common understanding.	As the parties may agree Dawson
TH, Yukon, City of Dawson	At discretion, propose that TH exercise some or all of its powers to enact laws in relation to the matters described in Part I of Appendix B in respect of the Settlement Land described in Part 3 of Appendix B.	As necessary
TH, Yukon, City of Dawson	Attempt to reach agreement concerning TH exercise of its powers to enact laws in respect of the noted Settlement Land.	As soon as practicable after the proposal is made
TH	If agreement is reached, exercise agreed upon powers to enact laws in respect of the noted Settlement Land.	At discretion

PLANNING ASSUMPTIONS

1. The parties will consider, amongst other matters, the culture, identity and values of TH; existing land use; public health and safety; peace, order and good government; and of the character and quality of life in the City of Dawson when attempting to reach agreement concerning TH exercise of powers on Settlement Land listed in Part 3 of Appendix B.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Provision of Government programs to Yukon Indian People residing on Moosehide Lands

RESPONSIBLE PARTY: TH, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 29.10 For greater certainty, the Moosehide Lands are deemed to be a reserve within the meaning of the Indian Act (Canada) for the purposes of Government programs referred to in 2.2.6 of the Final Agreement.

CROSS REFERENCES: 3.3, 3.4, 3.6, THFA 2.2.6

RESPONSIBILITY	ACTIVITIES	TIMING
TH, Canada	Identify Government programs applicable to Yukon Indian People on Reserves.	As necessary
Canada	Make these identified Government programs available to Yukon Indian People residing on the Moosehide Lands.	As required

PLANNING ASSUMPTIONS

1. Canada will notify TH of new programs applicable to Yukon Indian People residing on Reserves.

TR'ONDĚK HWĚCH'IN

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A — ACTIVITY SHEETS

PROJECT: Disposition of the Moosehide Lands and any rights or interests therein

RESPONSIBLE PARTY: TH

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 29.13 Subject to 29.4, the Tr'onděk Hwěch'in shall have full power to dispose of the Moosehide Lands and any rights or interests therein, but shall not do so except in accordance with the procedure established in the Constitution.

CROSS REFERENCES: 29.4

RESPONSIBILITY	ACTIVITIES	TIMING
TH	Consult with Citizens when considering any disposition of Moosehide Lands or any rights or interests therein.	As necessary
TH	Obtain consensus of Citizens prior to any disposition of Moosehide Lands or any rights or interests therein.	During consultation
<u>If consensus is obtained:</u>		
TH	Dispose of Moosehide Lands or any rights or interests therein in accordance with the Constitution.	After obtaining consensus of Citizens
<u>If consensus is not obtained:</u>		
TH	Do not dispose of Moosehide Lands or any rights or interests therein.	

TR'ONDĚK HWĚCH'IN
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX B

COORDINATION OF THFA AND THSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. THFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the THFA and THSGA.
2. THSGA 23.5 specifies coordination of the THFA and THSGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

3. The TH government and its administrative structure, as established through the TH constitution adopted under the THSGA, shall be recognized as the agency responsible for the implementation, on behalf of the TH, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the THFA and THSGA, when dealing with the TH. Further, should any conflict arise within either government in this regard, it shall be resolved internally and the TH shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All funds flowing to the TH for implementation shall be transferred to the through the financial transfer agreement process described in THSGA 16.0 (all).
6. The Dispute Resolution process of THFA Chapter 26 shall be used to resolve all THSGA disputes as described in THSGA 24.0 (all).
7. The THFA Plan general review process described in paragraph 6.1 of the THFA Plan and in THSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new THFTA as specified by THSGA 16.3.6 and 16.12.
8. The information strategy carried out pursuant to the THFA Plan (Annex C) shall consider the THFA, the THFA Plan, THSGA and the THSGA Plan.
9. The training needs for the TH shall be integrated into a single plan which will take into account the training requirements of the THFA, the THFA Plan, THSGA and the THSGA Plan.

ANNEX B -- COORDINATION OF THFA AND THSGA IMPLEMENTATION

OTHER POTENTIAL AREAS REQUIRING COORDINATION

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

REFERENCED CLAUSE		AREA OF CONCERN
(THFA)	(THSGA)	
Definitions	Definitions	Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian people
2.3.6	21.1	THFA amendments published in TH law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
5.0	25.0	Compatible land use regarding Appendix A Settlement Lands and adjacent Non-Settlement Lands
5.0	28.0	TH laws on Part 2, Appendix B Settlement Lands
19.0	16.8	THFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.10	Property taxation assistance
21.2.1	14.9	Property Taxes
2 1.2.3	14.9	Property Taxes
21.2.4	14.6	Property Taxes
21.2.5.1	14.9, 14.10, 14.11, 14.12	Property Taxes
21.3	14.11, 14.12	Property Taxes
21.2.4	26.0	Local government agreements
21.3	26.0	Local government agreements
21.4	26.0	Local government agreements
24.10.1	5.3	Amendment of Self-Government Legislation
THFA	8.2.1, 8.3	Inconsistency and conflict