

TERMS OF REFERENCE

WHITEHORSE AND SOUTHERN LAKES FOREST RESOURCES MANAGEMENT PLAN

1.0 PREAMBLE

- 1.1 Whereas Yukon (hereinafter referred to as “Yukon”) is responsible for Forest Resources Management on public lands in the Yukon (also known as “Yukon lands”), excluding federal lands;
- 1.2 Whereas the Kwanlin Dun First Nation, Carcross Tagish First Nation, and the Ta’an Kwäch’än Council (hereinafter referred to as “KDFN”, “CTFN” and “TKC” respectively) are responsible for Forest Resources Management on their respective Settlement Lands;
- 1.3 Whereas it is in the mutual interests of the Yukon, KDFN, CTFN and TKC (hereinafter referred to as “the Parties”) to cooperate in the exercise of their respective Forest Resources Management responsibilities;
- 1.4 Whereas the Parties to these Terms of Reference have obligations pursuant to the Kwanlin Dun Final Agreement, the Carcross Tagish First Nation Final Agreement and the Ta’an Kwäch’än Council Final Agreement;

The Parties agree as follows:

2.0 DEFINITIONS

- 2.1 Terms defined in the KDFN, CTFN and TKC Final Agreements have the same definition for the purposes of these Terms of Reference.
- 2.2 For greater certainty, Sustainable Development as defined in the KDFN, CTFN and TKC Final Agreements means “beneficial socio-economic change that does not undermine the ecological and social systems upon which communities and societies are dependent.”

3.0 GOALS

The goals of this collaborative Forest Resources Management planning process are to:

- (a) develop and recommend a Forest Resources Management Plan I the Planning Area as described in 5.0 of these Terms of Reference;
- (b) facilitate coordinated planning and integrated Forest Resources Management between the Parties;
- (c) share information, knowledge and technical expertise between the Parties; and
- (d) facilitate and enhance the participation of KDFN, CTFN and TKC in Forest Resources Management.

4.0 PLANNING OBJECTIVES

4.1 The objective of Forest Resources Management planning is to facilitate the Sustainable Development of Forest Resources in the Planning Area.

5.0 PLANNING AREA

5.1 The planning area for Forest Resources Management Planning is the Traditional Territories of KDFN, CTFN and TKC on Settlement Lands and Non-Settlement Lands and shall be referred to as the Planning Area which excludes those lands overlapped by the Traditional Territories of the Champagne and Aishihik First Nations, the Teslin Tlingit Council and the Little Salmon Carmacks First Nation.

5.2 The Planning Area for the purpose of these Terms of Reference and the matters that they address is set out by the boundaries in the map which is attached to and forms part of these Terms of Reference as Appendix A.

5.3 The Planning Area may be amended in the future to include forest lands in areas overlapped by other Yukon First Nation, subject to overlap agreements between the affected First Nations and the agreement of the Parties to the amendment.

5.4 The Planning Area shall include and designate a planning unit is approximate to the boundaries of the City of Whitehorse and that shall be referred to as the Whitehorse Planning Unit.

6.0 PLANNING TIME HORIZON

6.1 The Plan shall be reviewed every ten (10) years unless otherwise agreed by the Parties.

6.2 The timing for the Plan's review shall be informed by new or unanticipated natural events or disturbances, changing forest values, developments on the forest land base and the results of monitoring in the Planning Area.

6.3 The Plan shall be prepared within three (3) years of the effective date of the Terms of Reference, subject to the availability of financial resources and personnel to prepare the Plan.

7.0 PLANNING PRINCIPLES

7.1 For greater certainty the following provisions established in 17.5.5 of the KDFN, CTFN and TKC Final Agreements shall apply when developing the Plan.

- the principle of sustainable use of Forest Resources (17.5.5.1);
- the principle of an integrated and balanced approach to the management and protection of interests in and uses of Forest Resources in a watershed (17.5.5.2);

- the principle of integrated Forest Resources Management on Settlement Land and Non-Settlement Land (17.5.5.3);
 - the Forest Resources harvesting and management customs of Yukon Indian People (17.5.5.4);
 - Fish and Wildlife Harvesting rights and management plans as set out in Chapter 16 – Fish and Wildlife (17.5.5.5);
 - the knowledge and experience both of the Yukon Indian People and scientific communities in Forest Resources Management and use (17.5.5.6); and
 - the principle of implementing the Plan on a watershed basis (17.5.5.7).
- 7.2 the Forest Resources Management Plan recommended by the Joint Planning Committee (“JPC”) shall take a cautionary approach where there is a high degree of uncertainty or risk, and apply as appropriate associated risk management and adaptive management strategies.
- 7.3 To the extent practical, the Forest Resources Management Plan recommended by the JPC shall be consistent with other land and resource plans where these other plans have been subject to public review and are approved by the Yukon Government and where other land and resource plans affecting Settlement Land in the Planning Area have been approved by the First Nations owning the Settlement Land.
- 7.4 To the extent practical, the Forest Resources Management Plan recommended by the JPC shall consider First Nations’ and public plans and planning processes that may affect the matters addressed in the Plan.

8.0 GENERAL MATTERS

The Plan shall also include the following information for forest management planning:

- 8.1 a description of the Planning Area;
- 8.2 a description of current forest users and associated values;
- 8.3 a description of key management issues (in addition to those listed in 9.2 below);
- 8.4 a map of the forest resource land base of the Planning Area and sub-units (landscape units) at an appropriate scale;
- 8.5 mapped information that may be associated with key issues to be addressed in the Plan, including critical habitat, linear corridors, fire history, etc.;
- 8.6 relevant guidance from other existing plans which apply in the Planning Area;
- 8.7 any additional relevant and available information;

- 8.8 the delineation of forest planning units and strategic directions for each “no go” area; standards for use, key management issues and valued ecosystem components requiring special management direction etc.;
- 8.9 strategies for monitoring and adaptive management;
- 8.10 strategies for the application of best practices where appropriate;
- 8.11 strategies for Plan implementation; and
- 8.12 strategies for Plan review and amendment.

9.0 STRATEGIC GUIDANCE

- 9.1 The Forest Resources Management Plan shall include strategic guidance on the matters reefered to in 17.5.6 of the KDFN, CTFN and TKC Final Agreements.
- 9.2 The Plan shall also provide forest management recommendations on the following matters:
 - 9.2.1 the management of Southern Lakes caribou and moose and related key habitat protection issues;
 - 9.2.2 the management of freshwater fish and salmon and their habitat;
 - 9.2.3 the management of viewsheds and aesthetic values;
 - 9.2.4 the conservation and protection of traditional trails;
 - 9.2.5 cumulative development impacts on forest ecosystems in the region and landscape fragmentation;
 - 9.2.6 access and linear corridor management;
 - 9.2.7 the (social, economic, cultural and environmental) significance of forestry as a timber and non-timber opportunity in the region; and
 - 9.2.8 delivered wood costs.

10.0 JOINT PLANNING COMMITTEE

- 10.1 The Parties shall each appoint one (1) representative to a Joint Planning Committee (“JPC”).
- 10.2 The JPC shall:
 - 10.2.1 coordinate the planning process and program of work to prepare and recommend a Forest Resources Management Plan within three (3) years of the signed of this Terms of Reference;
 - 10.2.2 oversee the joint preparation of annual work plans and associated funding requirements and their annual review;
 - 10.2.3 prepare a communications plan;

- 10.2.4 engage the appropriate technical resources to assist in the preparation of the Plan;
- 10.2.5 identify measures to address the capacity issues affecting the ability of some or all of the Parties to participate fully in the preparation of the Plan;
- 10.2.6 identify a process for Renewable Resources Councils in the Planning Area to review the draft Plan and provide comments;
- 10.2.7 identify a public consultation process for the review of the draft Plan and any other matters as determined by the Joint Working Group. At minimum, each Joint Planning Committee member will assume responsibility for conducting the consultation of their respective Citizens. Any obligations on the Yukon Government to consult with the KDFN, CTFN and TKC pursuant to their respective Final Agreements shall be conducted on a government-to-government level;
- 10.2.8 review draft Plans as they are prepared;
- 10.2.9 recommend the Plan to their respective Parties; and
- 10.2.10 determine its own operating procedures.

11.0 INFORMATION SHARING

- 11.1 The Parties agree that they shall exchange information necessary for the preparation of the Plan on a regular and timely basis.
- 11.2 Traditional knowledge shall be shared subject to the agreement of the affected Yukon First Nation.

12.0 RESOLUTION OF ISSUES

- 12.1 In the event that the members of the JPC are unable to reach consensus on matters that they determine to be important to strategic direction and recommendations in the Plan, the JPC may engage in independent facilitator to assist them in resolving the issue.
- 12.2 As a measure of last resort, and prior to recommending the Plan, the JPC may refer the matter(s) in 12.1 and options for addressing the disagreement to their respective senior officials for resolution.

13.0 PLAN APPROVAL

- 13.1 The Parties shall recommend the Plan to the appropriate elected official(s) of their respective governments.

14.0 EFFECTIVE DATE

- 14.1 The Terms of Reference come into effect on the day of signing by the Parties.

15.0 TERM, TERMINATION AND AMENDMENT OF THE TERMS OF REFERENCE

- 15.1 Subject to 6.3 and unless the Parties agree to the extend it, the TOR shall remain in effect until the completion of the Plan.
- 15.2 The Terms of Reference may be amended by written agreement of the Parties.
- 15.3 The Terms of Reference may be terminated at any time upon written notice of the Parties.

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