TERMS OF REFERENCE
FOX LAKE COOPERATIVE/JOINT LOCAL AREA
LAND USE PLANNING INTIATIVE

BETWEEN:

The Yukon government (Department of Energy Mines and Resources)

AND:

The Ta'an Kwäch'än Council (hereinafter referred to as “TKC”)

AND:

The Kwanlin Dün First Nation (hereinafter referred to as “KDFN”)

hereinafter referred to as “the Parties”

1.0 PREAMBLE

Whereas Yukon government (hereinafter referred to as “Yukon”) is responsible for local area planning on lands within its jurisdiction in the Yukon including private lands;

And whereas, the TKC is responsible for planning on its Settlement Land in accordance with the TKC Self-Government Agreement;

And whereas, the KDFN is responsible for planning on its Settlement Land in accordance with the KDFN Self Government Agreement;

And whereas, the Yukon and KDFN have particular obligations pursuant to the KDFN Self-Government Agreement, Chapter 30.0;

And whereas, the Parties recognize the mutual benefits of entering into a cooperative/joint local area planning process on Settlement and Non-Settlement Land to minimize actual or potential land use conflicts between Settlement and Non-Settlement Land, as contemplated by the provisions of the KDFN Self-Government Agreement, Chapter 30.0 and the TKC Self-Government Agreement, Chapter 26.1.

NOW THEREFORE the Parties agree as follows:

2.0 DEFINITIONS

Terms defined in the TKC and KDFN Final Agreements and Self-Government Agreements (SGA) have the same meaning for the purposes of these Terms of Reference.
The Fox Lake Local Area Plan will be referred to hereinafter as the “Fox Lake Local Area Plan” or the “Plan.”

3.0 GOALS

The goals of this collaborative Local Area Planning process are to:

a) Develop and recommend a Local Area Plan for the Planning Area as described in 4.0 of these Terms of Reference;

b) Promote coordinated land use on Yukon, TKC and KDFN lands within the planning area; and

c) Share information, knowledge and technical expertise between the Parties.

4.0 PLANNING AREA

4.1 The planning area for Fox Lake is described as follows: bounded by the northwest shore of Lake Laberge to the east; northern edge of the Deep Creek Development Area to the south; to the west by a line running north/south approximately 4.0 km to 4.5 km west of Fox Lake; and to the north by a line running east/west above the northern tips of Lake Laberge and Little Fox Lake which includes the two TKC Settlement Land parcels (TKC R-6B and TKC S-188B) as shown on the map which is attached to and forms part of these Terms of Reference as Appendix A.

4.2 The planning process will apply to privately titled lands, public land, TKC Settlement Land, and KDFN Settlement Land but does not include Little Salmon Carmacks First Nation Settlement Land parcel (LSC S-226B).

5.0 PLANNING TIME HORIZON

5.1 Following the approval of the Fox Lake Local Area Plan, the Plan shall be reviewed at least once every ten (10) years subject to the availability of funding and personnel, or as otherwise agreed to by the Parties.

5.2 The Plan may be reviewed earlier if deemed necessary based on new or unanticipated events or as a result of significant development proposals.

5.3 The Parties will make the best effort to complete the Plan within two (2) years of the effective date of the Terms of Reference, or as otherwise agreed to by the Parties, subject to the availability of financial resources and personnel to prepare the Plan.

6.0 PLANNING PRINCIPLES

6.1 For greater certainty the following provisions shall apply when developing the Plan:
a) The principle of cooperation between the Parties in developing the Plan (KDFN SGA 30.2.1 and TKC SGA 26.1);
b) The portions of the planning area fall within the Little Salmon Carmacks First Nation (LSCFN) and Champagne and Aishihik First Nations (CAFN) traditional territories. LSCFN and CAFN have both declined to be on the Steering Committee. However, they will be kept appraised throughout the planning processes; and
c) Planning will embrace the principles of sustainable communities and respect ecosystems.

6.2 To the extent practical, the Fox Lake Local Area Plan shall be consistent with other land and resource plans where these other plans have been subject to public review and are approved by the Government of Yukon 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.

6.3 The Fox Lake Local Area Plan process shall, to the extent practical, take into consideration information and suggested management direction of other public land and resource plans in development but not yet approved. These may include, but not limited to: recommendations and plans generated by the Southern Lakes Wildlife Coordinating Committee; the Whitehorse and Southern Lakes Forest Resources Management Plan; and any approved timber harvest plans for Little Fox Lake and Fox Lake areas.

7.0 GENERAL MATTERS

7.1 The Fox Lake Local Area Plan shall include the following information:
   a) A description of the planning area;
   b) A description of land tenure and land users and associated values;
   c) A description of key land use issues;
   d) Mapped information that may be associated with key issues to be addressed in the Plan, including existing tenures, wildlife habitat, ecosystems, recreation potential, development suitability and limitations, etc.;
   e) Relevant guidance from other existing plans which apply to the planning area;
   f) Any additional relevant and available information;
   g) Strategies for Plan implementation; and
   h) Strategies for Plan review and amendment.

8.0 STEERING COMMITTEE

8.1 A Steering Committee will be established to guide the planning process and assist the Parties in developing a draft plan for Fox Lake as outlined in the Fox Lake Local Area Plan Steering Committee Operating Procedures: Appendix B.
8.2 The Steering Committee shall be comprised of one (1) TKC representative, one (1) KDFN representative and two (2) Yukon representatives consisting of residents from the planning area.

8.3 Each Party shall designate alternate member(s) of the Steering Committee.

8.4 Planning staff from the Yukon, KDFN and TKC may participate as ex-officio members of the Steering Committee in a technical support capacity.

8.5 The Steering Committee shall:

a) make the best effort to coordinate the planning process and program of work to prepare a Local Area Plan within two (2) years of the signing of this Terms of Reference;

b) review a communications and public consultation plan prepared for the planning process;

c) 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;

d) review draft Plans as they are prepared; and

e) recommend a Local Area Plan to the Parties;

9.0 INFORMATION SHARING

9.1 The Parties agree that they shall exchange information necessary for the preparation of the Plan in a timely manner and on a regular basis.

9.2 Traditional knowledge may be shared subject to an agreement and permission of the affected Yukon First Nations.

10.0 RESOLUTION OF ISSUES

10.1 In the event that the members of the Steering Committee are unable to reach consensus on matters that they determine to be important to strategic direction and recommendations in the Plan, the Steering Committee may engage an independent facilitator to assist them in resolving the issue.

10.2 As a measure of last resort, and prior to recommending the Plan for approval, the Steering Committee may refer the matter(s) and options for addressing disagreement(s) to the respective senior officials of each Party for resolution.

11.0 PLAN APPROVAL

11.1 The Steering Committee shall submit a recommended draft local area plan to the Minister of Energy Mines and Resources, the Chief and Deputy Chief of the TKC and the Chief and Council of the KDFN for review and approval.
11.2 Each Party shall approve, reject or modify that part of the recommended local area land use plan as it applies to its area of jurisdiction.

11.3 If any Party decides to reject or modify the recommended plan, it shall explain its decision in writing, with proposed modifications if any, to the other Parties.

11.4 The Parties will endeavor to reach consensus on a joint plan for the entire area, although each government reserves the right to develop and approve a plan for its area of jurisdiction independent of the other Parties to these Terms of Reference.

12.0 EFFECTIVE DATE

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

13.0 TERM, TERMINATION AND AMENDMENT OF THE TERMS OF REFERENCE

13.1 Unless the Parties agree to extend it, the Terms of Reference shall remain in effect until the completion of the Plan.

13.2 The Terms of Reference may be amended by written agreement of the Parties.

13.3 Any Party may withdraw from the Terms of Reference by providing the other Parties with thirty (30) days written notice of withdrawal.

13.4 Upon withdrawal of one of the Parties, these Terms of Reference shall be amended among the remaining Parties. If there remains only one Party to the Terms of Reference, the Terms of Reference shall be terminated.

14.0 PLAN FUNDING

14.1 Yukon will support a planning consultancy contract and costs associated with planning process;

14.2 Unless as otherwise agreed to by the Parties, the Parties will fund their respective technical support and data inputs.

__________________________________________
Emmie Fairclough
Senior Manager
Lands, Resources & Heritage Department
Ta'an Kwäch'än Council

__________________________, ______________________, 2013
Date
Dave Sembsmoen  
Director  
Department of Lands, Resources & Claims Implementation  
Kwanlin Dün First Nation

__________________________, ________________, 2013  
Date

Jerome McIntyre  
Director, Land Planning  
Department of Energy, Mines and Resources  
Government of Yukon

__________________________, ________________, 2013  
Date