

Summary of Land Use Planning Agreement-in-Principle Between KNT and Province of BC

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| <p>Land Use Zones/Management Areas (Section 4)</p> | <ul style="list-style-type: none"> • Intent to negotiate and conclude arrangements between parties regarding management of Protected Areas and Biodiversity Areas (Mining/Tourism Permitted). • Interim measures to continue pending outcome of negotiations • By March 31\`06 MoE and KNT to strive for agreement on management of PA's. Parties to discuss creation of new designation under <i>Park Act</i>. MAL and KNT to negotiate agreements for Biodiversity Areas. • Negotiations over timelines for Protected Areas, Biodiversity Areas, GBMAs or visual management areas may be entered into upon agreement of the Parties. • Parties to negotiate agreement, by March 31\`06, for management of Ahnuhati GBMA • Parties to negotiate agreement, by March 31\`06, for placement and management of visual management zones. |
| <p>EBM Implementation (Section 5)</p> | <ul style="list-style-type: none"> • Intent to negotiate and conclude arrangements between parties by March 31\`06, regarding implementation of EBM in Southern CCLRMP area. • Parties, through Land and Resource Forum, to negotiate agreement on final version of: <ul style="list-style-type: none"> ○ EBM Implementation Framework ○ Initial Management Objectives ○ Initial Socio-economic Objectives • Also intend to implement 3 EBM operational trials • Parties agree that implementation to be dealt with through Land and Resource Forum. Matters include: <ul style="list-style-type: none"> ○ which objectives to become legal objectives and which to be subject to further analysis through SRMPs ○ policies to support progress towards Socio-economic obj. ○ Timelines for transition to full EBM ○ Application of flexibility • How activities, laws and policies, tenuring, etc may be made to be consistent with mgmt objectives |
| <p>Detailed Strategic Plans (Section 6)</p> | <ul style="list-style-type: none"> • Parties to develop and implement, within 2 years, an SRMP or other detailed strategic plan that <ul style="list-style-type: none"> ○ Designates/protects cultural heritage sites ○ ID's landscape planning units and develops related management objectives ○ ID's smaller scale areas cultural resources, old growth forests, wildlife ○ Parties to collaboratively develop ToR for SRMPs • Upon completion of SRMP, parties to engage in G2G and attempt to reach final agreement (based on approval of this AIP) by March 31, 2009 that more comprehensively addresses KNT interests and an EBM approach |
| <p>Other Agreements (Section 7)</p> | <ul style="list-style-type: none"> • Agreement provides for a "clearing house" for Pilot projects. This will involve assessing how resource use applications potentially infringe upon KNT FN rights, title and interests |

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| | <ul style="list-style-type: none"> • Reaching agreement on capacity funding for 3 years to allow for establishment of a single point of contact office and addressing other KNT FN concerns • Parties to strive for agreement on commercial recreation archaeological and heritage resources cedar and other cultural forest resources • Other FN invited to share information and participate in negotiations • Negotiation to be undertaken through mgmt structure in Section 9.1 |
| Land and Resource Forum (Section 8) | <ul style="list-style-type: none"> • Parties agree to establish Land and Resource Forum and supporting technical committees to implement AIP and SRMPs • Through LRF, parties to provide recommendations on <ul style="list-style-type: none"> ○ ways to implement measures that improve land and resource management and decisions ○ regional economic initiatives ○ issues regarding AIP or laws, policies, customs of parties ○ further development, implementation of EBM in south CCLRMP area <p>Need to:</p> <ul style="list-style-type: none"> ○ dedicate appropriate personnel to the LRF, agree to ToR for the LRF, sequence tasks agreed to in implementation plan, enable KNT to participate in LRF per Section 9.1, invite other FNs to participate in LRF discussions or to participate as a member. ○ outlines limitations/scope of issues to be dealt with by LRF <ul style="list-style-type: none"> • The Province to provide KNT with a minimum of \$75,000/yr to support LRF for 3 years |
| Implementation and Monitoring (Section 9) | <ul style="list-style-type: none"> • KNT to establish a collective management structure to implement AIP • Parties to negotiate consultation protocol on land and resource management <ul style="list-style-type: none"> ○ CCLRMP implementation and amendments ○ Detailed Strategic Plans ○ Implementation/amendment of management objectives ○ Further development of EBM • Single point of contact may be used to implement consultation protocol • KNT to be given 3 seats on Plan Implementation Committee (PIC) • PIC ToR to confirm that recommendations to go to LRF • Parties agree to establishment of EBM Working Group • ToR for EBM WG to confirm that a workplan to be developed with KNT, Turning Point and Tsimshian SC input • Through LRF, parties o consider all recommendations from WG and PIC |
| Dispute Resolution (Section 11) | <p>Sets out dispute resolution process.</p> <ul style="list-style-type: none"> ○ First referred to senior representative on LRF ○ If resolution unlikely to be referred to Deputy Minister(s) and KNT senior representative ○ If resolution unlikely at DM level, dispute to be referred to responsible Minister and KNT FN Chief ○ If resolution not reached at that level, mediation or non-binding arbitration to be used <p>Parties to bear own costs and share joint costs</p> |
| General Provisions | <ul style="list-style-type: none"> • AIP not legally binding and is not a treaty or lands claims agreement |

Section 13)

- AIP does not relieve the Province of legal obligations to consult and seek accommodation with KNT
- AIP does not limit positions wither party may take in discussions, negotiations or court actions regarding aboriginal rights and title of KNT
- AIP does not affect positions of either party on jurisdiction, responsibility and/or decision making authority
- Parties to monitor “New Relationship” discussions and may jointly consider amendment of AIP to reflect developments
- The AIP between the Parties does not define, deny, limit abrogate or derogate from, or amend any of the rights or responsibilities of any other aboriginal group.