

# STRATEGIC LAND USE PLANNING AGREEMENT

## BETWEEN

**METLAKATLA FIRST NATION**  
(The 'Metlakatla' or the 'First Nation')

## AND

**THE PROVINCE OF BRITISH COLUMBIA**  
(The 'Province')

as represented by  
the Minister of Agriculture and Lands

(Each a 'Party' and collectively the 'Parties')

### WHEREAS:

- a) The Metlakatla and the Province entered into the *General Protocol on Land Use Planning and Interim Measures* (the 'General Protocol' April 2001) and the "Tsimshian Nation Tri-partite Accord on Lands and Resources", wherein the Parties committed to work together on a Government-to-Government basis, in a spirit of mutual recognition, respect, and reconciliation to resolve land use conflicts and implement interim measures initiatives.
- b) The Metlakatla has developed a land use plan: the Metlakatla First Nation Strategic Land and Resource Use Plan, Community Consultation Draft, March 25, 2004 (the "Metlakatla Plan").
- c) The Province acknowledges that this Agreement does not fully address all land use interests of the Metlakatla.
- d) During Government to Government discussions, the Parties compared the North Coast LRMP recommendations with the Metlakatla Plan and attempted to harmonize them and reach understandings on issues that were not fully resolved at the North Coast LRMP planning table.
- e) The Parties are signatories to the Land and Resource Protocol and in the manner contemplated in this Agreement and the Land and Resource Protocol are committed to fostering a respectful, coordinated working relationship in the implementation of their respective land use plans in the North Coast LRMP area, as applicable, which fall within the Traditional Territory of the Metlakatla First Nation.

- f) The Metlakatla asserts that:
- Section 35 of the *Constitution Act, 1982* recognizes and affirms any existing aboriginal rights (including aboriginal title) of the First Nation;
  - The Metlakatla has resource stewardship and economic interests in the Traditional Territory;
  - The Metlakatla shares common territory and common interests with its Tsimshian First Nation neighbours and desires that this Agreement be respectful of those common territories and common interests;
  - The Province acknowledges that the Supreme Court of British Columbia has found that Metlakatla has a good *prima facie* claim of aboriginal title and a strong *prima facie* claim of aboriginal rights to at least parts of the areas claimed by the Metlakatla as Traditional Territory;
- g) The Province asserts that:
- The lands, waters and resources included in its Central Coast and North Coast LRMP areas are Crown lands, waters and resources, and are subject to the sovereignty of Her Majesty the Queen and the legislative jurisdiction of the Province of British Columbia; and
  - The Province intends to approve and implement the North Coast and Central Coast LRMPs in accordance with provincial legislation and policy, in order to promote a strong and vibrant provincial economy, healthy communities, and a sustainable environment;
- h) The Parties acknowledge that senior Provincial officials and First Nations representatives are engaged in discussions regarding new relationships between the Province and First Nations that may result in new arrangements for land and resource decision-making and management;
- i) The Parties are committed to working together during the implementation of the North Coast LRMP (NCLRMP) within the Metlakatla Traditional Territory; and
- j) The Parties understand that their respective land use plans will remain as separate, stand-alone documents following completion of the Government-to-Government process, consistent with the provisions of this Agreement.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. Definitions**

- 1.1. In this Agreement and any Attachments:



- a) **"Adaptive Management"** means a systematic approach to resource management that engages the Parties and stakeholders in structured, collaborative research and monitoring with the goal of improving land and resource management policies, objectives and practices over time. Adaptive Management is a component of EBM and includes passive and active management approaches;
- b) **"Coastal First Nations"** means the First Nations signing the Land and Resource Protocol;
- c) **"Detailed Strategic Plan"** means a plan developed pursuant to this Agreement and the Land and Resource Protocol and may include Sustainable Resource Management Plans and other area specific plans for landscapes, watersheds and cultural areas whose content is consistent with EBM, but does not include plans that will be approved under the *Forest Act* or the *Forest and Range Practices Act*;
- d) **"EBM Working Group"** means the EBM Working Group established under section 2 of Schedule A of the Land and Resource Protocol;
- e) **"Economic Objective"** means a clearly stated description of a measurable standard, desired condition, trend, goal or indicator to be achieved for a social or economic value, feature or attribute;
- f) **"Ecosystem-Based Management"** (herein "EBM") in the Central Coast and North Coast LRMP areas means an adaptive, systematic approach to managing human activities, guided by the Coast Information Team EBM Handbook, that seeks to ensure the co-existence of healthy, fully functioning ecosystems and human communities;
- g) **"Government to Government"** means formal opportunities for bilateral discussions between the Parties which seek to resolve land use and resource management issues and includes the bilateral discussions between the Parties held pursuant to this Agreement and the Land and Resource Protocol which seek to foster a cooperative relationship amongst the Parties related to land use and resource policy, planning and management, including implementation of any Strategic Land Use Planning Agreement;
- h) **"Land and Resource Management Plan"** (herein "LRMP") means a strategic land use plan developed and approved by the Province in accordance with its laws and policies which identifies land use zones and defines objectives, strategies and/or policies that will provide guidance and direction for the planning, management and use of land and resources within a specific geographic area;
- i) **"Land and Resource Protocol Agreement"** (herein the "Land and Resource Protocol") means the agreement between the Coastal First Nations and the Province of British Columbia;



- j) **"Land Use Zone"** means an area of land as shown on Attachment B that has been assigned a strategic land and resource management direction that is distinct from adjacent areas;
- k) **"Legal Objective"** means a Management Objective or Economic Objective that is established by the Province under the *Land Act*, *Land Amendment Act, 2003*, the *Environment and Land Use Act* or the *Forest Practices Code of BC Act*;
- l) **"LRMP Implementation"** means implementation and monitoring activities undertaken by the Province to implement its Central Coast and North Coast LRMPs and includes preparation and implementation of Detailed Strategic Plans;
- m) **"Management Area"** means an identified geographic area with distinct values that require establishment of distinct objectives to address those values. Management Objectives for Management Areas are a refinement of, and must be consistent with, the Land Use Zone for the area;
- n) **"Management Objective"** means a clearly articulated description of a measurable standard, desired condition, threshold value, amount of change or trend to be achieved for a specific resource value, feature or attribute. Management Objectives may have general application across the planning area or apply only to specific areas. With reference to any Attachment E of this Agreement, Management Objectives encompass all text under the headings "objective", "measure/indicator", "targets" and "comment/management consideration";
- o) **"Metlakatla First Nation Land Use Plan"** (herein "Metlakatla LUP") means the strategic land use plan developed and approved by the First Nation to provide its guidance and direction for the planning, management and use of land and resources within the Traditional Territory;
- p) **"Sustainable Resource Management Plan "** (herein "SRMP") means a Detailed Strategic Plan which identifies landscape and/or watershed level management zones and identifies specific and measurable objectives for the management of specific resources within those areas;
- q) **"Traditional Territory"** means the land territory over which the Metlakatla asserts aboriginal rights, including title.

## 2. Purpose

2.1. This Agreement is intended to:

- a) confirm the outcome of Government to Government discussions held to date on strategic land use planning between the Metlakatla and the Province;

- b) provide a framework that will assist the Parties to work collaboratively to implement the Land and Resource Protocol in the Traditional Territory of the Metlakatla; and
- c) provide a framework that will assist the Parties to work collaboratively to implement this Agreement and any subsequent land use planning and management activities, including implementation of EBM and the preparation and implementation of Detailed Strategic Plans.

### **3. Parts of this Agreement**

- 3.1. This Agreement includes sections 1 to 14 and the following attachments:
  - a) Attachment B1 – Land Use Zones of the North Coast LRMP: Map  
Attachment B2 – Land Use Zones: Allowable Use and Designations: Table
  - b) Attachment C – Proposed Management Area Objectives: Table
  - c) Attachment D – Management Areas of the North Coast LRMP: Map
- 3.2. The Attachments to this Agreement are an integral part of this Agreement, as if set out at length in the body of this Agreement. Defined terms used in the Attachments shall have the same meaning as that set out in this Agreement.

### **4. Relationship to the Land and Resource Forum**

- 4.1. Where the Parties agree, aspects of this Agreement may be implemented more efficiently and effectively by working collaboratively, as appropriate, through the Tsimshian Stewardship Committee and/or the Land and Resource Forum, on specific matters including:
  - a) consultation on establishment of Land Use Zones and Legal Objectives, including consultation referenced in 6.2 and 6.3 of this Agreement and Sections 3.6, 3.7 and 3.8 of the Land and Resource Protocol;
  - b) negotiations to develop a consultation protocol, referred to in sections 7.6 and 7.7 of this Agreement and section 3.5 (e) of the Land and Resource Protocol;
  - c) negotiations to reach the related agreements referred to in sections 8.1, of this Agreement and section 3.5 (e) of the Land and Resource Protocol;
  - d) coordination of detailed strategic planning and the development of templates and workplans for Detailed Strategic Plans, referred to in section 9.0 of this Agreement; and
  - e) the matters referred to in section 7.3 of this Agreement.



- 4.2. Only with the prior written agreement of the Metlakatla and the Province, will specific discussions that take place through the Tsimshian Stewardship Committee and/or the Land and Resource Forum or in smaller versions of them be considered part of consultation towards meeting lawful obligations.

## **5. Ecosystem Based Management**

- 5.1. The Parties agree to work cooperatively to implement and further develop the application of EBM in their respective land and resource use planning and management in accordance with the Land and Resource Protocol, including Schedules A, B and C and this Agreement.

## **6. Implementation of Land Use Zones and Management Objectives**

- 6.1. The Parties will implement the Land Use Zones, Management Areas and the Management Objectives set out in this Agreement (including any Attachments) and in Schedule B (Management Objectives) and Schedule C (Economic Objectives) of the Land and Resource Protocol, in accordance with each of their respective laws, policies, customs and traditions.
- 6.2. Without restricting the Province's lawful obligations to consult with the First Nation on other land and resource matters, the Province confirms its intention to consult with the First Nation, regarding any potential for infringement of the First Nation's interests arising from:
- a) the establishment of, or changes to, Legal Objectives; and
  - b) changes proposed to a Land Use Zone or Management Area.
- 6.3. The consultation referred to in section 6.2 will be conducted consistent with lawful requirements and any consultation protocols agreed to by the Parties.
- 6.4. The Parties may amend this Agreement in writing at a later date to include any Attachment A (Traditional Territory-map) or E (Management Objectives-table).

## **7. Implementation**

- 7.1. Upon signing this Agreement, and subject to the Land and Resource Protocol, the Province will implement this Agreement, which may include:
- a) preparation of a final North Coast LRMP consistent with this Agreement;
  - b) designation of land under provincial legislation in a manner consistent with this Agreement and the Land and Resource Protocol; and
  - c) the establishment of Legal Objectives under provincial legislation in a manner consistent with this Agreement and the Land and Resource Protocol.

- 7.2. Upon signing this Agreement, and subject to the Land and Resource Protocol, the Metlakatla will implement this Agreement, which may include implementation in accordance with its laws, policies, customs and traditions.
- 7.3. The Parties will dedicate sufficient technical staff to cooperatively and efficiently undertake the following activities:
- a) negotiating the related agreements described in sections 8.1 and 8.2 of this Agreement;
  - b) confirming protected area and Management Area boundaries at a more detailed scale, consistent with any Attachments to this Agreement;
  - c) preparing SRMPs or Detailed Strategic Plans;
  - d) implementing EBM within the Traditional Territory, including collaborating with the EBM Working Group on technical issues, and the further development of EBM; and
  - e) identifying issues related to the implementation or interpretation of this Agreement and developing recommendations for their resolution.
- 7.4. Each Party will, upon execution of this Agreement, name a contact and together the contacts will be responsible for jointly overseeing the technical activities in section 7.3 and these contacts will also:
- a) prepare for the Parties' approval, an annual workplan and budget to guide the work;
  - b) strive for consensus in their joint work; and
  - c) forward recommendations to the First Nation, the Province and/or the Land and Resource Forum, as appropriate, for consideration, ratification and approval.
- 7.5. The contacts or their designates, where authorized by their governments, may collaborate with other First Nations and third parties to accomplish their tasks more efficiently and effectively.
- 7.6. The Province and the Metlakatla will work with the assistance of the Land and Resource Forum to negotiate and work diligently to reach agreement on a consultation protocol with respect to land and resource use, management and decisions, including:
- a) LRMP Implementation and amendment;
  - b) Detailed Strategic Plan implementation and amendment;



- c) establishment, implementation, and future amendment of Legal Objectives and resource management policies;
- d) the further development and implementation of EBM; and
- e) implementation of this Agreement and the Land and Resource Protocol, as appropriate.

7.7. In addition, the consultation protocol will address issues related to:

- a) the processes that will be used to undertake consultation;
- b) mechanisms for the First Nation' s participation;
- c) mechanisms for the participation of other First Nations;
- d) resources; and
- e) seeking workable accommodation where required.

7.8. The Parties acknowledge that the successful implementation of this Agreement depends upon dedicating adequate human and financial resources to cooperatively undertake the activities described in this Agreement.

7.9. If the Metlakatla establishes its own internal management structure to undertake the implementation and monitoring of this Agreement, then the Province will respect that structure when engaging with the Metlakatla pursuant to this Agreement and the Land and Resource Protocol.

## **8. Related Agreements**

8.1. At the request of either Party, the Parties will negotiate and work diligently to reach agreement on collaborative arrangements for the management of the protection areas identified in Attachment B1 to this Agreement.

8.2. Within 6 months of signing this Agreement and using a template developed through the Land and Resource Forum, the Parties will negotiate and work diligently to reach agreement on specific matters related to land and resource use and management within the Traditional Territory, including:

- a) tenuring and site selection for commercial recreation;
- b) archaeological and heritage site inventory, impact assessment and site alteration permitting; and
- c) stewardship of cedar and other cultural forest resources.

8.3. The Parties acknowledge that the successful implementation of this Agreement, the Land and Resource Protocol, the North Coast LRMP and any Detailed



Strategic Plans is dependent upon completing the outstanding matters set out in this section.

## **9. Detailed Strategic Plans**

- 9.1. On initiation of an SRMP or other Detailed Strategic Plan, the Parties will seek to collaboratively determine the methods and process for completion of such plans, including the nature and scope of the Metlakatla's participation and the methods by which an EBM approach to landscape and watershed planning will be applied within the Traditional Territory.
- 9.2. The Parties will work cooperatively to address the Metlakatla's more detailed land use interests by collaboratively developing and implementing Detailed Strategic Plans or SRMPs that are within or encompass the Metlakatla's Traditional Territory and that may include:
  - a) designations under provincial legislation;
  - b) identification of landscape and/or watershed planning units and development and implementation of related landscape-specific and/or watershed-specific Management Objectives;
  - c) establishment of smaller scale management areas for cultural resources, including cedar, old growth forests and wildlife; and
  - d) road access planning.
- 9.3. If the Province independently initiates a Detailed Strategic Plan, it will consult with the Metlakatla in accordance with any consultation protocol that has been agreed to by the Province and the Metlakatla.

## **10. LRMP Monitoring Arrangements**

- 10.1. The Province intends to establish one or more committees involving provincial agency staff, representatives from local government and other sectors in assessing implementation of the Central Coast and North Coast LRMPs and, if necessary, making recommendations on amendments to these LRMPs (herein "Plan Implementation Committee" or "PIC").
- 10.2. Upon the Metlakatla's request, the Province will provide a seat for a representative from the Metlakatla on the Plan Implementation Committee.
- 10.3. The terms of reference for the Plan Implementation Committee will confirm that the Metlakatla is participating in the Plan Implementation Committee on a Government to Government basis.
- 10.4. Plan Implementation Committees will make recommendations to the Land and Resource Forum, the Tsimshian Stewardship Committee and the KNT Forum (the "3 Forums") as appropriate.

10.5. Issues the Metlakatla raises with respect to LRMP Implementation and monitoring that are not resolved at the Plan Implementation Committee level may be the basis for additional Government to Government discussions in accordance with:

- a) this Agreement;
- b) any applicable consultation protocol agreed to by the Parties; and
- c) the Coastal First Nations Land and Resource Protocol.

## **11. Funding**

11.1. Following the execution of this Agreement, the Province will provide the Metlakatla with a minimum of \$50,000, subject to:

- a) preparation of a workplan, developed in collaboration with and approved by the Land and Resource Forum;
- b) an appropriation by the Legislature; and
- c) the *Financial Administration Act*.

11.2. The Province will provide the First Nation with sufficient funding to support ongoing implementation of this Agreement, after March 31, 2006, subject to:

- a) preparation of a workplan developed in collaboration with and approved by the Land and Resource Forum;
- b) an appropriation by the Legislature; and
- c) the *Financial Administration Act*.

11.3. The Province, subject to an appropriation by the Legislature and in accordance with the *Financial Administration Act*, may provide funding for the Metlakatla's participation in the Plan Implementation Committee.

11.4. Where the Province and the Metlakatla agree to enter into projects and innovative funding arrangements to implement this Agreement, the Parties may collaborate with other First Nations and seek funding from other sources to undertake those projects more effectively.

11.5. The Parties agree to diligently pursue the financial and human resources necessary to successfully implement this Agreement.



## **12. Dispute Resolution**

- 12.1. The Parties recognize that the successful implementation of this Agreement and the Land and Resource Protocol, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences which arise between them.
- 12.2. The Parties will endeavour to resolve the issues which will arise in a manner that allows for and fosters an improved ongoing respectful Government to Government relationship between the Province and the First Nation. Where appropriate, the Parties will endeavour to use interest-based discussions.
- 12.3. If the Parties are unable to reach an agreement or solve an impasse, they may:
  - a) bring the matter to the attention of the Land and Resource Forum;
  - b) exchange in writing a full description of the impasse, together with their concerns and interests and the proposed specific actions that could be taken to address the concerns and interests;
  - c) use non-binding facilitation and/or mediation;
  - d) seek other appropriate dispute resolution measures, including court proceedings or other binding decision-making processes for specific matters; and/or
  - e) forward the issue to the Minister and the Chief of the First Nation, or other senior representatives of the Parties for direction and/or assistance.
- 12.4. Where mediation or any other facilitated process is agreed upon, the terms of reference and choice of mediator or facilitator will be mutually agreed upon by the Parties.
- 12.5. In circumstances where the Parties have been unable to resolve their dispute pursuant to section 12.3, either Party may provide notice of the dispute to the Minister.
- 12.6. The Parties will consider and may adopt any recommendations provided by the Land and Resource Working Group pursuant to section 4.1.a) vi) of the Land and Resource Protocol.

## **13. Term, Termination and Amendment**

- 13.1. This Agreement will take effect once the Parties have obtained their necessary authorizations and have signed the Agreement.
- 13.2. This Agreement will remain in effect until:
  - a) it is terminated by either Party on sixty (60) days notice to the other Party in writing, stating the reasons for termination. Upon receipt of such notice either Party may, within the 60 days, resort to the dispute resolution process set out in section 12, or such further time as mutually agreed upon; or

- b) the date on which the Parties mutually agree to terminate the Agreement; or
  - c) the execution of other agreements or outcomes (such as a treaty or settlement agreement) that replace or supersede this Agreement.
- 13.3. This Agreement may be amended from time to time by mutual written agreement of the Parties.

#### **14. General Provisions**

- 14.1. The Metlakatla agrees that the Province has consulted adequately on the provisions of this Agreement and on the Land and Resource Protocol.
- 14.2. The Province has continuing lawful obligations to consult and seek workable accommodation with the Metlakatla in accordance with any applicable consultation protocol, if any, including:
- a) approval of resource development plans, land and resource tenures and other administrative or operational resource development decisions;
  - b) the preparation and implementation of Detailed Strategic Plans;
  - c) the implementation of the Central Coast and North Coast LRMPs;
  - d) proposed amendments to these LRMPs; and
  - e) the establishment and amendment of any Legal Objectives.
- 14.3. Except as the Parties may agree otherwise in writing, this Agreement will not limit the positions that either Party may take in treaty negotiations or other future negotiations or court actions.
- 14.4. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 14.5. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.6. The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limit" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 14.7. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the



other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

- 14.8. This Agreement is a legal agreement that is intended to clarify and improve the working relationships and communications between the Parties. It is not a treaty or land claims agreement within the meaning of ss. 25 and 35 of the *Constitution Act*, 1982.
- 14.9. Other than as expressly indicated in this Agreement, this Agreement does not create, recognize, define, deny, limit or amend any of the rights or responsibilities of the Parties.
- 14.10. This Agreement between the Parties does not define, deny, limit or amend any of the rights or responsibilities of any other aboriginal group.
- 14.11. The Parties will monitor progress in the "New Relationship" discussions and, at the request of either Party, consider jointly whether to amend this Agreement to reflect developments in those discussions.
- 14.12. Nothing in this Agreement affects the ability of the Parties to respond to any emergency circumstances.
- 14.13. The Parties may jointly agree in writing to invite other governments, including First Nations, to participate in implementation of this Agreement.
- 14.14. When the Parties engage in negotiations and discussions, or any other action to implement this Agreement, those negotiations, discussions or other actions will be conducted in good faith.
- 14.15. This Agreement does not change or affect the positions either Party has, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- 14.16. Section 14.15 is not intended to prevent a statutory decision maker from considering this Agreement and its Attachments in the exercise of a statutory discretion.
- 14.17. For clarity, subject to section 8.2, the NCLRMP and this Agreement do not address:
  - a) tenure allocation or the process for awarding such tenures or licences;
  - b) final reconciliation of Provincial and First Nation assertions of rights and title;
  - c) marine issues, including offshore oil and gas, federal marine protected areas, or management of marine resources; and
  - d) statutory decision-making, such as the setting of allowable annual cuts.

14.18. The Parties may agree in writing to invite other governments or First Nations to participate in the implementation of this Agreement.

14.19. Provisions Respecting a Land Use Agreement/Consultations with Lax Kw'alaams:

- a) If the Province and Lax Kw'alaams First Nation enter into a Lax Kw'alaams Land Use Planning Agreement in respect of the claimed territory of the Lax Kw'alaams First Nation, then the Province will offer the Metlakatla First Nation the opportunity to amend any existing Metlakatla Land Use Planning Agreement in respect of the claimed Traditional Territory of the Metlakatla First Nation, to more closely reflect the provisions of the Lax Kw'alaams Land Use Planning Agreement; and
- b) The Province will also offer the Metlakatla First Nation the opportunity to amend any existing Metlakatla Land Use Planning Agreement in respect of the claimed Traditional Territory of the Metlakatla First Nation, to more closely reflect the outcomes of the Lax Kw'alaams First Nation consultations, if the Province and the Lax Kw'alaams First Nation consultations result in recommended adjustments to any:
  - i) Land Use Zones,
  - ii) Management Objectives, or
  - iii) Conservation or Implementation Funding,in respect of the claimed traditional territory of the Lax Kw'alaams First Nation.

Signed on behalf of the Province by:




Honourable Mr. Bell  
Minister of Agriculture and Lands

June 22/06

Date

Signed on behalf of the Metlakatla First Nation by:

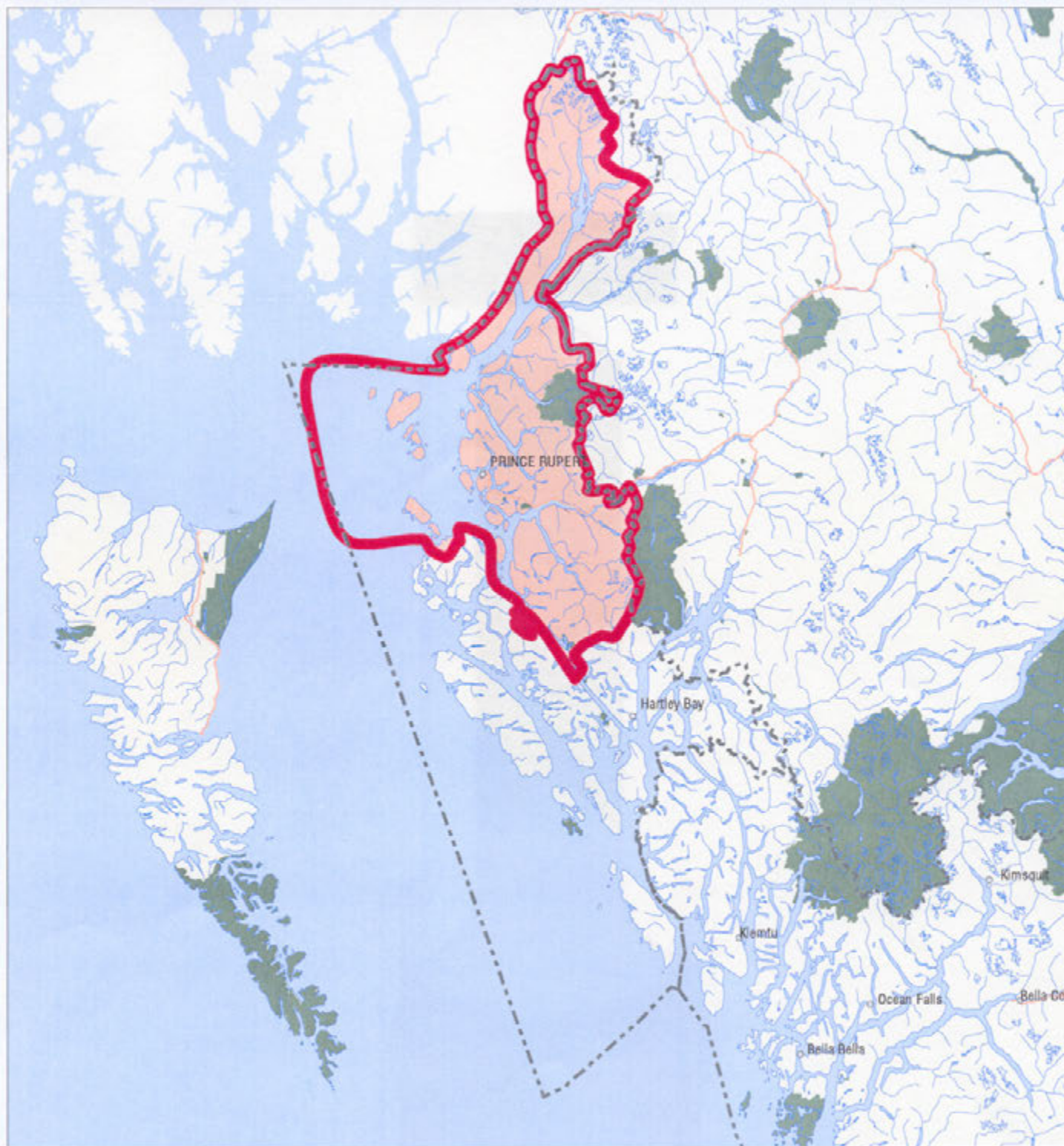


Harold Leighton, Chief Councillor  
Metlakatla First Nation

June 7 2006  
Date



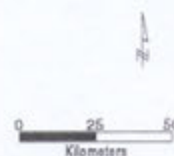
## Attachment A - Metlakatla Traditional Territory



### Data Sources:

Basemapping: ILMB  
 First Nations Traditional Territory:  
 Individual First Nations Land Use Plans  
 Statement of Intent Areas Database (ILMB)  
[http://maps.bcgov.ca/cbd/html/Ministry/min\\_main.jsp](http://maps.bcgov.ca/cbd/html/Ministry/min_main.jsp)

- First Nation Traditional Territories
- Existing Protected Area
- LAMP Boundary



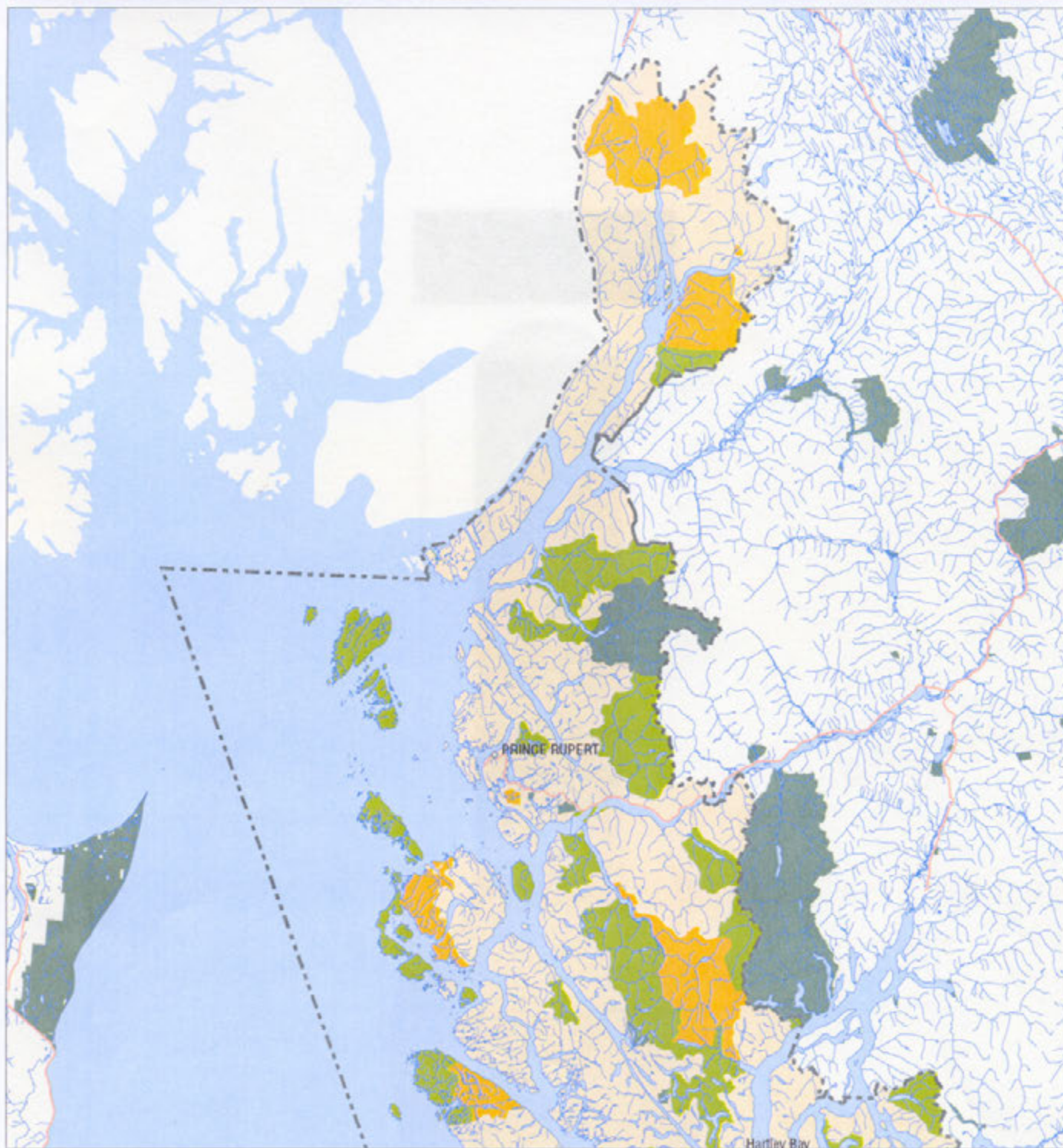
Produced by Hillcrest Geographics

The Metlakatla First Nation claims the lands, waters and resources within the boundary marked in red.

March 21, 2006



## Attachment B



### Data Sources:

Basemapping: ILMB  
 First Nations Traditional Territory:  
 Individual First Nations Land Use Plans  
 Statement of Intent Areas Database (ILMB)  
[http://maps.bcgov/apps/cbd/htm/Ministry/min\\_main.jsp](http://maps.bcgov/apps/cbd/htm/Ministry/min_main.jsp)

Produced by Hillcrest Geographics

- Existing Protected
- Protection
- Biodiversity (Tourism/Mining)
- Operating

LRMP Boundary



March 20, 2006



## Attachment B2: Summary of land use zones and potential designations -- Metlakatla

Land Use Zone		Purpose	Excluded Uses <sup>1 2</sup>	Potential Legal Designation <sup>3,4</sup>	Areas where Legal Designation may be applied
Protection Area	Ecological Reserve	Protect representative ecosystems and rare, special, unique natural phenomena	Commercial timber harvesting, mining, hydro electric, recreation and tourism	Ecological Reserve Act	Selected areas where primary conservation value is ecological representation or rarity
	Park	As above, plus integrate and balance tourism and recreation	Commercial timber harvesting, mining, hydro electric, industrial development	Park Act (Class A Park)	Selected areas where primary conservation value is ecological representation, ecotourism
	Conservancy	As above, with more flexibility for approving non-recreational uses, access development, and/or specific provisions not permissible under the Park Act	Commercial timber harvesting, mining, commercial hydro electric <sup>5,6</sup>	Park Act (Conservancy Amendment) Environment & Land Use Act	Areas with concerns about aboriginal interests, utility corridors and resource access, shellfish development, and/or alternative economic uses
Provincial Forest	Biodiversity Areas	Retain landscape in a predominantly natural condition, while also allowing specified resource extraction activities and access development	Commercial timber harvesting (commercial hydro electric may also be excluded in some areas) <sup>7</sup>	Land Act/Land Amendment Act/ Forest & Range Practices Act	Areas of high ecological value or biological richness with a history of little or no commercial timber harvesting
	Management Areas	Integrate and balance extractive resource uses while protecting or sustaining identified resource values	No excluded uses. Specific objectives may be developed for management areas within these zones	Land Act/Land Amendment Act/ Forest & Range Practices Act	Areas not zoned as Protection or Biodiversity areas

<sup>1</sup> The CCLRMP, NCLRMP, the Land and Resource Protocol and this Agreement do not address or act to approve or prohibit offshore oil and gas.

<sup>2</sup> These Excluded Uses and any allowable uses may be dealt with in more detail in the applicable Protection Area Management Plan developed through Government to Government discussions.

<sup>3</sup> Designation of Protection Areas will not limit First Nations claims of Aboriginal Rights and Title or First Nations traditional use activities in these areas, subject to conservation and public health and safety.

<sup>4</sup> Prior to legal designation, Protection Areas will be subject to a detailed review to: confirm precise boundaries; confirm that they do not create any significant impediments to transportation access; confirm that existing roads within Protection Areas will be grandfathered; and that new roads and material upgrades or extensions to existing roads will be developed through Government to Government discussions in the context of any applicable Protection Area Management Plan.

<sup>5</sup> Minor timber harvesting or small-scale hydro development may occur in Conservancies where such uses are associated with another permitted use such as a tourism development.

<sup>6</sup> Tourism lodges may be allowed within Conservancies; adjacent water-based development may be allowed foreshore access to Conservancies; and critical access corridors for resource development in adjacent areas may be allowed through Conservancies.

<sup>7</sup> Minor timber harvesting or small-scale hydro development may occur in Biodiversity Areas where these uses are associated with another permitted use such as a tourism development or mineral exploration and development.

## Attachment C – Proposed Management Area Objectives

### Draft North Coast LRMP Government to Government

#### Proposed Management Objectives arising from the discussions between Metlakatla and the Province regarding the Harmonization of the Plans

Note: the following should be interpreted as being in addition to those already contained in the recommended North Coast LRMP. Where an objective is different than an objective in the NCLRMP, it is intended that it replace that which is contained in the recommended NCLRMP.

#### AREA: SOMMERVILLE

##### Management Intent:

Maintain high scenic quality along from the route to Khutzeymateen Protected Area, maintain grizzly bear habitat, while allowing economic development to occur that is sensitive to the cultural, recreation, scenic, and wildlife values.

Objective	Measure/Indicator	Targets	Management Direction
To maintain the quantity and quality of grizzly bear habitat			Implement Management Objectives, Targets and Indicators from March draft of NCLRMP
To minimize disturbance to bears or to bear viewing activities	Amount of active logging, or log transportation within 2 km of Khutzeymateen Inlet, extending to Crow Inlet, between May 15 and Oct15	No active logging or log transport	Road construction permitted
Maintain scenic quality consistent with a wild scenic experience where visually unaltered landscapes predominate			Manage to Class I (Wild Zone) Visual Management Zone as described in recommended LRMP.
Maintain the quality of the recreation experience	Occurrence of conflicts among users	Rare	Commercial Recreation management plans to address carrying capacity issues, in conjunction with carrying capacity studies undertaken for adjacent protection area Manage carrying capacity if conflicts emerge



**Implementation:**

The management intent to be implemented by creation of special zone within the LRMP. The objectives for this zone are recommended for consideration as *Land Act* objectives.

**AREA: UNION/WORK CHANNEL****Management Intent:**

Maintain scenic quality from work channel and the route to Khutzeymateen Inlet while allowing timber harvesting and other economic development to occur that is sensitive to the cultural, recreation, scenic, and wildlife values.

Objective	Measure/Indicator	Targets	Management Direction
Maintain the functional integrity of shoreline forests	Percent deviation from natural occurrence of shoreline forest <sup>1</sup>	<50% deviation	Apply variable retention within shoreline forests
Maintain scenic quality along the travel route to Khutzeymateen inlet consistent with a natural visual experience, where activities blend with landscape and do not readily alter the visual experience			Manage to Class 2 Visual Management Zone as described in recommended LRMP.
Maintain scenic quality along the Work Channel to provide an aesthetically pleasing scenic experience where activities are evident but subordinate.			Manage to Class 3 Visual Management Zone as described in recommended LRMP.

**Implementation:**

The management intent for this area is recommended to be implemented through *Land Act* objectives.

<sup>1</sup> Parties would like to work together to develop an understanding of what is intended by "natural occurrence of shoreline forest"

## **AREA: KINAHAN, LAWYER AND RACHAEL ISLANDS**

### **Management Intent:**

Maintain the traditional and recreational uses of the area, by limiting commercial activities to only those that have a low impact. No commercial logging or road construction to be permitted.

<b>Objective</b>	<b>Measure/Indicator</b>	<b>Targets</b>	<b>Management Direction</b>
Maintain opportunities for sustenance and traditional activities	Opportunity for gathering	No Loss of opportunity	Commercial recreation management plans to consider local sustenance and traditional activities
Maintain cultural heritage features and values	Incidence of impacts or loss to cultural features and values	Zero	Commercial recreation management plans to consider impacts on cultural heritage features
Maintain a semi-primitive recreation experience	Number of roads	Zero	
	Amount of commercial timber harvesting or salvage	Zero	Traditional use of trees by First Nations is acceptable
	Occurrence of permanent, overnight commercial recreation facilities	Maximum of one	Seasonal cabins for traditional uses is acceptable
Maintain the quality of the recreation experience	Occurrence of conflicts among users	Rare	Commercial recreation activities are to be limited to small groups (less than 10) Manage carrying capacity if conflicts emerge

### **Implementation:**

The management intent for this area is recommended to be implemented through *Land Act* objectives, so that they apply to forest and land tenures.



## **AREA: BAKER INLET**

### **Management Intent:**

Provide for continued viability as a First Nations family resource use area while permitting carefully planned resource development.

<b>Objective</b>	<b>Measure/Indicator</b>	<b>Targets</b>	<b>Management Direction</b>
Avoid impacts to trapping and trap trails	Impact on trapping areas and trails	Minimal impact	Work with First Nations during landscape level planning to design old growth reserves that include trapping areas and trails  Where harvesting on trapping areas and trails cannot be avoided, consider replacement options within old growth reserves
Preserve cabin sites, campsites and other major cultural features from development	Incidence of negative impacts to gravesites, village sites, or other major cultural features	Zero	Work with First Nations during landscape level planning to design old growth reserves over major cultural features  Promote use of Traditional Ecological Knowledge in landscape level planning, in collaboration with First Nations, to identify and protect these values
Maintain the productive capacity of fish habitat	Presence of unaltered high-value fish habitat and adjacent riparian forest	Reserve 100% of high-value fish habitat and adjacent riparian forest from logging	Incorporate reserves into Old Growth Management Areas.  Where no practical alternative exists, permit road construction
	Presence of logging that has damaged marine fisheries values	Zero	Undertake assessments of fisheries values, including traditional fishing sites, prior to approving helicopter logging drop zones, log storage, or log dumps

## **AREA: KHUTZEYMATEEN INLET PROTECTION AREA**

### **Management Intent:**

Maintain high scenic quality along the inlet, protect key grizzly bear gathering areas, and manage recreation use to reduce disturbance of bears while allowing a high-quality recreation experience. Manage as a Protection Area that precludes logging, mineral exploration and hydro-electric development. Provide opportunities for access through the Protection Area at Mouse Creek to allow economic development activities beyond the Protection Area to continue.

Objective	Measure/Indicator	Targets	Management Direction
Maintain conservation, recreation and cultural heritage values within the Protection Area	Occurrence of permanent, land-based overnight commercial recreation facilities	Zero	Any facility development offering overnight accommodations should be water based and away from important grizzly habitat and viewing areas.
To minimize the displacement and habituation of bears due to commercial recreation activities at Tsamspanaknok Bay	Number of user days per km <sup>2</sup>	Initial Target: <1500/km <sup>2</sup>	Should be revised based on carrying capacity studies undertaken for Khutzeymateen Protection Area Implement management guidelines to minimize bear displacement
Maintain options to access areas beyond the Protection Area for economic development	Designation provides for acceptable access options through the Protection Area to Mouse Creek and other access points along Inlet west of Tsamspanaknok Bay	Met through designation	Allow single log dump to tidewater at Mouse Creek. Minimize the number of log dumps west of Tsamspanaknok Bay
To minimize impacts of human activity on bears, and maintain a high-quality opportunity for bear viewing	Number of land-based bear viewing sites	One	Existing operations to be grandfathered, based on their historic levels of activity in the area
	Implementation of bear viewing carrying capacity guidelines	Implemented by 2006	Until guidelines are developed, no new bear viewing tenures should be issued. Implement management guidelines to minimize bear displacement.
	Impact of logging in Mouse creek on bears	No noticeable impact	Logging in Mouse creek only acceptable when bears are not present at the estuary (October 15 to May 15)

## **AREA: PORT ESSINGTON**

### **Management Intent:**



Maintain historic cultural values of Port Essington, including a natural environment in the surrounding area, by establishing a Protection Area for the Crown land portion.

Objective	Measure/Indicator	Targets	Management Direction
Maintain cultural heritage values within the Protection Area	Apply for National Historic Site Designation	Application completed by June 2006	<p>Undertake a feasibility study to determine the land status of Port Essington, the physical condition of buildings etc, and opportunities for conservation of cultural heritage values</p> <p>Promote partnerships to manage this area with all First Nations and local government</p> <p>Examine opportunities to purchase private land for cultural heritage protection</p> <p>As a measure of applying for National Historic Site designation seek support of all First Nations and from local government and associated organizations.</p>
Promote cultural tourism	Include concept in application for National Historic Site Designation		

## **AREA: STEPHENS ISLAND (CULTURAL) PROTECTION AREA**

### **Management Intent:**

Maintain ecological integrity, traditional activities, and opportunities for nature-based tourism by establishing a Protection Area. The boundary includes a foreshore component, but shellfish aquaculture is a specific allowable activity.

Objective	Measure/Indicator	Targets	Management Direction
Maintain opportunities for sustenance and traditional activities	Change in productive capacity of traditional kelp and seaweed sites	No loss / Minimize loss	Sites to be identified in management plan, and guidelines developed for commercial kelp harvest to ensure that traditional harvest can continue
Maintain opportunities for shellfish aquaculture.	Activity is permitted		Management plan and/or designation provides for shellfish aquaculture.
Maintain potential opportunities for Tsimshian First Nations future community use or expansion.	Discussion between First Nation and Province	Resolve prior to final designation of Stephens Island protection area	Metlakatla has indicated an interest that small areas of Stephen Island (<500 ha total) be potentially available for future First Nation community use or expansion. Suggested direction is that prior to final designation of Stephens Island protection area, certain of these areas may be zoned as Land Use Zone for Biodiversity instead of Conservancy.

## **AREA: KENNEDY ISLAND (CULTURAL) PROTECTION AREA**

### **Management Intent:**

Maintain ecological integrity, protect culturally modified trees and traditional activities, and maintain scenic quality from along the inside passage by establishing a Protection Area following completion of currently approved logging.

Objective	Measure/Indicator	Targets	Management Direction
Maintain conservation, recreation and cultural heritage values within the Protection Area			Existing roads to be permanently deactivated upon completion of harvest
	Occurrence of permanent, overnight commercial recreation facilities	Zero	Seasonal cabins for traditional uses is acceptable



## **AREA: LUCY ISLANDS (NATURAL & CULTURAL) PROTECTION AREA**

### **Management Intent:**

Maintain ecological integrity, seabird nesting areas, traditional activities, and opportunities for semi-remote recreation by establishing a Protection Area.

<b>Objective</b>	<b>Measure/Indicator</b>	<b>Targets</b>	<b>Management Direction</b>
Maintain the quality of the recreation experience	Occurrence of conflicts among users	Rare	Protection Areas management plan to address carrying capacity. Commercial recreation activities are to be limited to small and medium sized groups (e.g. in the range of 12-20). Metlakatla interest in tenure to be addressed in any collaborative Protection Area agreement. Manage carrying capacity if conflicts emerge.
	Occurrence of unsanitary public waste	Zero	Establish sanitation facilities. Implement guidelines for sanitation for all commercial recreation users.
	Occurrence of permanent, overnight commercial recreation facilities	Zero (interim)	Seasonal cabins for traditional uses is acceptable, away from burrows and auklet habitat. Any opportunity for facilities away from Auklet habitat to be confirmed in a management plan.
Protect seabird habitat	Increased impact to Rhinoceros Auklet habitat	Zero	Identify auklet habitat in management plan.

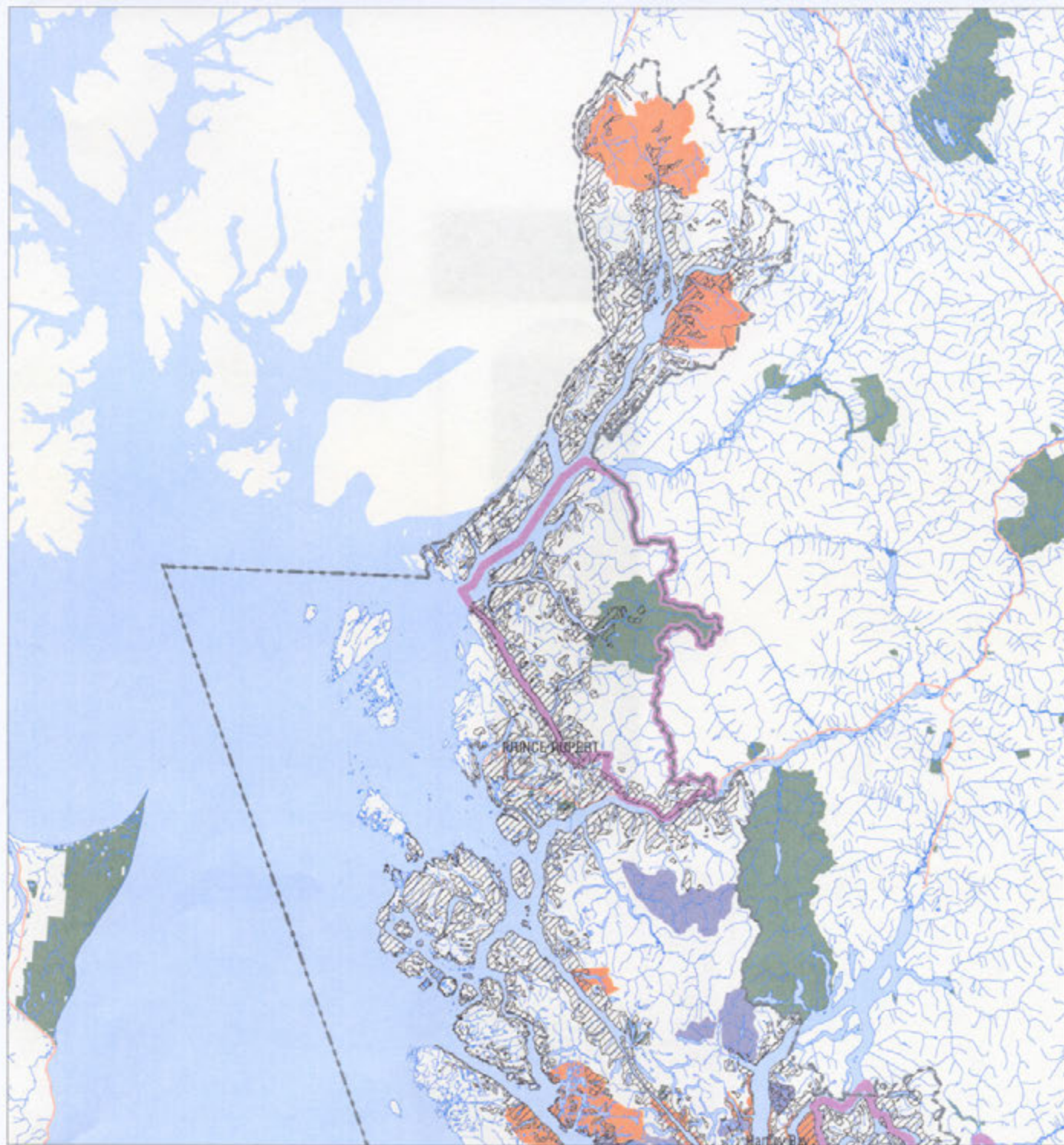
**Management Intent:**

Important Sites for incorporation into future and operational planning.

Objective	Site	Value	Management Direction
To maintain the integrity of First Nations traditional use sites and cultural landscapes	Island Point (North end of Porcher Island)	Herring Egg Gathering Camp	Island Point (north end of Porcher Island): Herring Egg Gathering Camp
	Arthur Island	Harvest Camp (seaweed and kelp)	Arthur Island (Stevens Group) harvest camp (kelp and seaweed)
	Digby Island	Cultural/Archaeological Values	Develop language for cultural protection and industrial and community development



## Attachment D

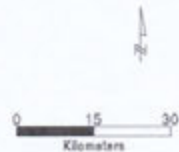


### Data Sources:

Basemapping: ILMB  
 First Nations Traditional Territory  
 Individual First Nations Land Use Plans  
 Statement of Intent Areas Database (ILMB)  
[http://maps.bogovapps/cbd/html/Ministry/min\\_main.jsp](http://maps.bogovapps/cbd/html/Ministry/min_main.jsp)

Produced by Hillcrest Geographics

- |   |                               |
|---|-------------------------------|
| Grizzly Management Area   | Fisheries Sensitive Watershed |
| Visual Classification Area  | Existing Protected Area       |
| Management Area   | LRMP Boundary                 |
| <ul style="list-style-type: none"> <li>- Cultural Management Area</li> <li>- Cedar Stewardship Area</li> <li>- Special Forest Management Area</li> <li>- Kemode Stewardship Area</li> </ul> |                               |



March 20, 2006