

UFA BOARDS AND COMMITTEES FORUM



The Kwanlin Dün Cultural
Center
March 9 - 10, 2017



1	Day 1 Introduction
2	Land Claim Negotiation & Origin of UFA Boards
3	Interpreting the Agreements & the Implementation Plans
4	Celebrating UFA Boards and Committees
5	Day 2 NWT Board Forum
6	Appointments to UFA Boards and Committees
7	Challenges of Orientation and Training of Members
8	Policy and Procedures
9	UFA Boards and Committees Contribution to Reconciliation
10	General Discussion & Wrap Up



YUKON LAND USE PLANNING COUNCIL
www.planyukon.ca

UFA BOARDS AND COMMITTEES FORUM

March 9-10, 2017

AGENDA

Purpose: The purpose of UFA Board and Committee Gathering is to give organizations involved in land use planning, environmental assessment, land and water regulation and resource management (including cultural resources) an opportunity to learn from one another and to coordinate activities

Participants: Yukon Environmental and Socio-economic Assessment Board, Yukon Fish and Wildlife Management Board, Salmon Sub-Committee, Dispute Resolution Board, Surface Rights Board, Yukon Land Use Planning Council, Renewable Resource Councils, Yukon Heritage Resources Board, Yukon Geographic Place Names Board, Yukon Water Board, Training Policy Committee, Porcupine Caribou Management Board

Representatives of Yukon First Nations, Yukon and Canada are invited as observers on the morning of day one (9th).

Facilitator: Florian Lemphers

Recorder: Rhoda Merkel

Host: the Yukon Land Use Planning Council

DAY 1, March 9th

Location – The Kwanlin Dün Cultural Center, Long House Room

8:30-9:00 *Breakfast Buffet*

9:00- 9:30 **Call to Order**
Opening Prayer – Joe Copper Jack (YLUPC)
Welcoming Remarks
Event Introduction – Florian Lemphers, Facilitator
Around the Room – Each organisation introduces their mandate
Why This Gathering Was Called – George Nassiopoulos, YLUPC Chair
 Pearl Callaghan, YLUPC Member

9:30 – 10:30 **The Land Claim Negotiation Period and the Origin of UFA Boards**
Presentations & Panel Session (speaking order TBD):

- **Dave Joe**, Lawyer, Dave Joe Law Corp.
- **Daryn Leas**, Lawyer, Co-Head of the Aboriginal Group (not confirmed)
- **Joe Linklater**, former Chief Vuntut Gwitchin Government
- **Eric Morris**, former Chief, TTC AFN representative

Questions & Answers

10:30 -10:45 *Refreshment Break*

10:45 – 11:30 **Interpreting the Agreements and the Implementation Plans**

- Chapter 11 Interpretation: Progress and Challenges (Ron Cruikshank, YLUPC)
- Other Agencies Experiences

Questions & Answer and Open Discussion

11:30 –1:00 *Lunch – Soup, Sandwiches and Song with Jerry Alfred – the Long House Room, KDCC*

Afternoon Session

New Location - MacBride Museum, Downstairs

1:30 – 3:30 **Celebrating UFA Boards and Committees Milestones and Getting to Know You**

Each board and committee is to contribute their history to a giant “timeline wall” starting with the settlement of the land claims. Important events and happenings in your history will be identified. The goal is for us all to understand and appreciate each other’s experience and work.

Day 2, March 10th

Location – The Kwanlin Dün Cultural Centre, Multi-purpose Room

8:30 – 9:00 ***Breakfast Buffet***

9:00 - 9:45 **NWT Board Forum - Mark Cliffe-Phillips, Executive Director**
Mackenzie Valley Review Board (video conference)
Questions & Answer and Open Discussion

9:45 – 10:30 **Appointments to UFA Boards and Committees**

- Monica Nordling, Executive Council Office, Yukon Government
- Michel Leger, Indigenous and Northern Affairs, Canada
- CYFN Process: Power Point Slide

Questions & Answer and Open Discussion on UFA Board Experiences

10:30-10:45 ***Refreshment Break***

10:45-11:30 **Challenges of Orientation and Training of Members**

- YLUPC's Orientation and Training of YLUPC and RLUPC Members
- Other Agencies Experiences

Questions & Answer and Open Discussion

11:30 – 1:00 ***Lunch Soup and Bannock and Music from Angel Hall – Multi-purpose Room, KDCC***

1:00 – 1:45 **Policy and Procedures**

- YLUPC's history of operational policies and procedures and key issues
- Other Agencies Experiences

Questions & Answers and Open Discussion

1:45 – 2:00 ***Refreshment Break***

2:00 – 3:00 **UFA Boards and Committees Contribution to Reconciliation: Successes and Challenges**

- "Reconciliation as Consensus-Making?", Tom Nesbitt, Lawyer and Mediator
- Regional Planning's Role and History in Reconciliation, YLUPC
- Other Agencies Experiences

Questions & Answers and Open Discussion

3:00 – 4:00 **General Discussion about future of similar forums and additional events**

4:00 – 4:30 **Wrap-up: Round Table Closing Remarks**

Yukon Land Use Planning Council

UFA Boards and Committees Forum

Speakers Bios:

Facilitator Florian Lemphers

Florian successfully completed, or is currently involved in various contract projects for clients including:

- Chairperson Teslin Tlingit Council Off Settlement Land Working Group; Implementation planning of socioeconomic development agreement between a major mine under development and a First Nation;
- The Selwyn/ Kaska Nation Socioeconomic Agreement;
- Council of Yukon First Nations-Education Project.
- Mr. Lemphers was also Acting Executive Director and Strategic Advisor to the Champagne and Aishihik First Nation;
- Project Manager on Alaska Highway Gas Pipeline Guidelines Project, for the Alaska Highway Aboriginal Pipeline Coalition; and
- Chair of several General Assemblies for the White River, Champagne and Aishihik and Liard First Nations.

George Nassiopoulos

George first moved to the Yukon in 1979 with a HonBSc in Ecology and Wildlife studies. He has worked for DPW surveying the Alaska Highway, Yukon Liquor Corp., Renewable Resources as an Ecological Land Classification Technician and as a private environmental consultant. From 1982-1985, George worked at the Ontario Wildlife Research Section as a technician for the Department of Natural Resources. In 1985, George returned to the Yukon and lived in Carmacks. In 1986, he began his long term career with Renewable Resources (YG) first as an inventory coordinator for 3 years providing inventory support for the Planning and Parks branches. He also was responsible for conducting agricultural assessments for the Agriculture Section. The following 23 years George served as a Park's Superintendent in the Klondike and Kluane Regions before retiring in August, 2013. Appointed May 2014 by the Yukon Government, George is the Interim Chairperson of YLUPC.

Pearl Callaghan

Pearl has extensive experience representing Aboriginal interests within First Nation governments, the Government of Yukon, and local environmental and economic development organizations. Among others, she has been part of the First Nations Environmental Steering Committee, the Yukon River Intertribal Watershed Council, the Yukon Anniversaries Commission, the Yukon First Nations Tourism Association, Indian and Northern Affairs National Sustainable Development Working Group, a member on the Dispute Resolution Board, the Constitutional Review Committee for the Teslin Tlingit Council, the Yukon Aboriginal Women's Council, past President for the Northern Cultural Expressions Society, and currently sits on the Investment Committee for the Teslin Tlingit Council. Recently Pearl was hired in the Executive Office of the Council for Yukon First Nations. Pearl was first appointed as Yukon Land Use Planning Council Member, in August 2013 by the Council of Yukon First Nations, and reappointed August 2016 for a second three-year term.

Dave Joe:

Mr. Dave Joe is the Yukon's first Aboriginal lawyer. Prior to and after being called to the Yukon Bar in 1976, Mr. Joe was intimately involved with the land claim movement in the Yukon. On February 14, 1973, he was present when Yukon Chiefs convinced Prime Minister Pierre Trudeau and Indian Affairs Minister Jean Chretien to negotiate a modern-day treaty with Yukon First Nations. Twenty-two years later, Joe was involved when the first four Yukon Land Claims Agreements became part of the Constitution of Canada. Mr. Joe was named as an Officer of the Order of Canada in 2008 "for his leadership in building stronger communities and positive relations between native and non-native peoples and in negotiating final land claims agreements for several Yukon First Nations". Today, the recognition of Aboriginal rights is still a focus of his Whitehorse, Yukon law practice. He is a Southern Tutchone citizen of the Champagne and Aishihik First Nations.

Thomas Nesbitt

Mr. Nesbitt typically work with community representatives, First Nations and other Aboriginal authorities, one or both levels of Government, and sometimes industry, over a period of several weeks or months. His interest is in helping negotiate fair agreements and healthy long-term relationships among the parties to the agreements. Thomas has facilitated the multi-party development of a range of agreements and plans on land and resource use and management, environmental research and sustainable development. He uses interest-based and consensus-based methods that draw on a range of cultures and experience, particularly northern Aboriginal cultures. Thomas is a member of the Canadian Institute of Planners, the Association of Conflict Resolution (international) and the Law Societies of B.C. (retired) and the Northwest Territories, and a member of the Civil Roster of Mediate B.C.

Daryn Leas

Mr. Leas' law practice focuses on constitutional, environmental, employment and administrative law as they apply to issues affecting First Nations. He has advised several Yukon First Nations on the negotiation and implementation of their land claim and self-government agreements. In addition, he has been involved in the settlement of specific claims, the development of community constitutions and the negotiation of resource transfer agreements. Daryn has represented First Nations during their treaty negotiations in the British Columbia Treaty Process and Aboriginal governments in the Northwest Territories with respect to constitutional development and land claim matters. Daryn has also been the chief legal counsel for the Council of Yukon First Nations. Daryn is a member of the Tr'ondek Hwech'in First Nation.

Joe Linklater

Joe is a former Vuntut Gwitchin Chief, and Gwich'in Council International Chairperson. Joe was the Chief that signed the first regional land use plan completed under the guidance of Chapter 11 Land Use Planning. Mr. Linklater is the current President of the Vuntut Development Corporation.

Eric Morris

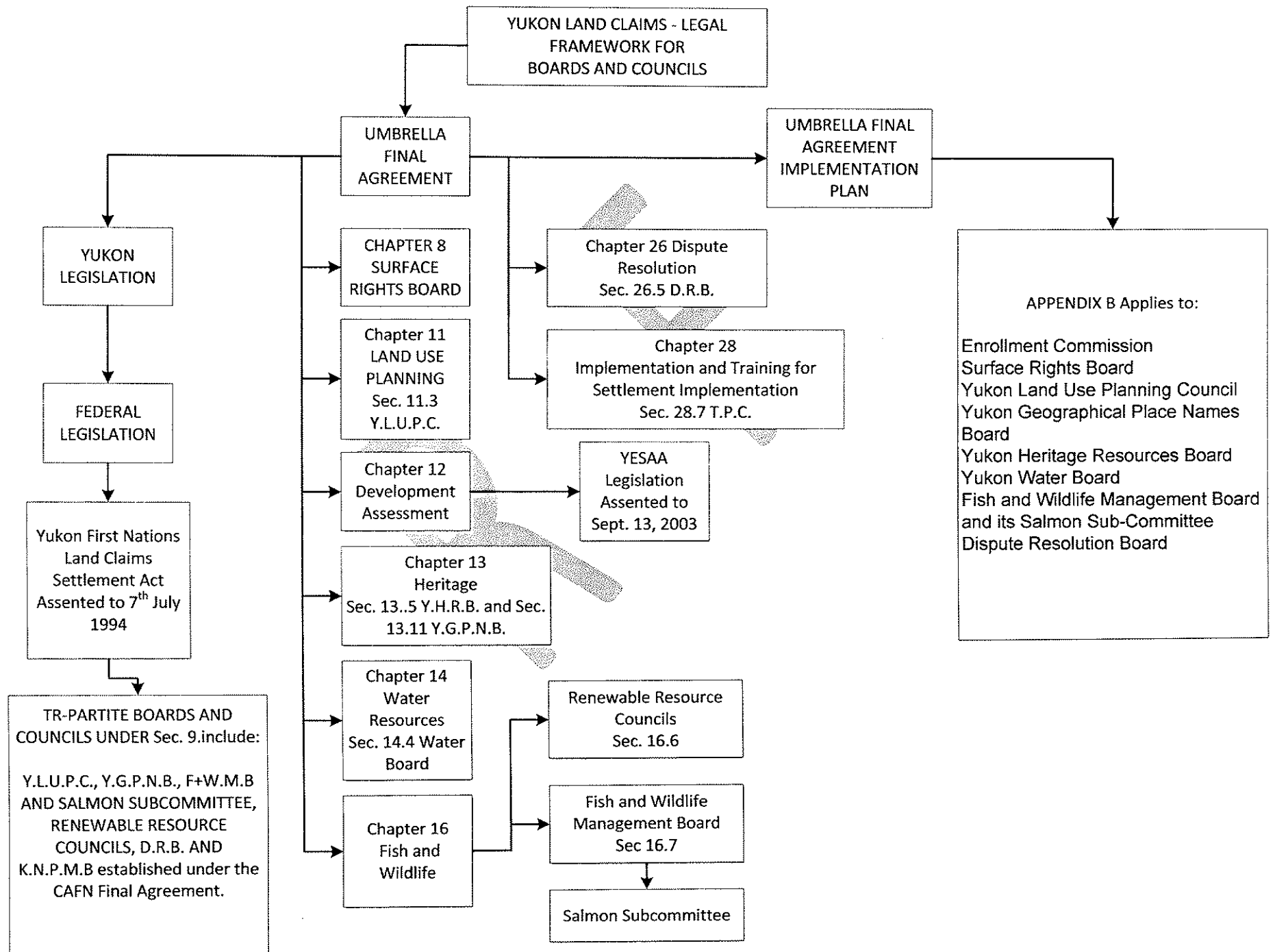
Morris has been chief of the Teslin Tlingit Council, Assembly of First Nation's Yukon Regional Chief and interim Grand Chief of the Council for Yukon First Nations. Today, Eric owns and operates the Nisutlin Trading Post that sells - fuel, hardware, fishing supplies, groceries and bakery.

Marc Cliffe Phillips

Marc is the Executive Director of the Mackenzie Valley Environmental Impact Review Board in Yellowknife, NT Canada. He has also worked as the executive Director Wek'eezhii Land and Water Board. Marc has played an instrumental role in organizing and participating in the NWT Northern Board Forum.

Also Speaking are Monica Nordling of the Executive Office of the Yukon Government and Michel Leger of Indigenous and Northern Affairs, Canada. They will introduce themselves at the gathering.

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Overview of Chapter 11

For the Regional Land Use
Planning Workshop
January 30, 2013



Purpose of this Presentation

1. Introduce/review some key points about the Agreements
2. Give an overview of Chapter 11



Some Context....

- We try to present a neutral, objective explanation of the Final Agreements
- There are three parties to each Final Agreement
- It is natural that the parties may have different interpretations of parts of the Agreements



UFA vs. Final Agreement

- UFA is the blueprint for the Final Agreements but is not a treaty as recognized by sec. 35 of the *Constitution Act, 1982*; and
- it has not been given the force of law the way the 11 individual First Nation Final Agreements have



UFA vs. Final Agreement

- Each of the 11 First Nation Final Agreements include all of the UFA, plus the specific provisions (clauses) negotiated by that First Nation



In a Final Agreement...

- "Provision" = "Clause"
- Specific Provisions are identified by a 'double line' border (box) around them
- Provisions that came from the UFA have no such box
- There is no difference in 'importance' between the two types



Reading and working with the Final Agreement

- For a full understanding, all clauses must be read in the context of any:
 - related clauses
 - ‘sub-clauses’
 - ‘subject to’ clauses
 - the Definitions Chapter (1) and
 - the General Provisions Chapter (2)



Reading and working with the Final Agreement

‘subject to’ clauses:

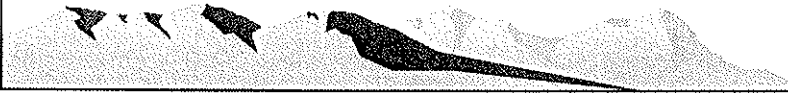
- If one clause is ‘subject to’ another clause, it means that the second clause somehow limits the affect or application of the first clause
- Example – 11.2.1.1



Reading and working with the Final Agreement

'notwithstanding' clauses:

- If one clause is 'notwithstanding' another clause, it means that the clause operates in spite of the other clause which would otherwise impose a limitation or alternate condition
- Example -- 14.5.2



Reading and working with the Final Agreement

"Shall" clauses vs.

"May" clauses:

- Put simply – 'shall' clauses must be done; 'may' clauses are optional



Reading and working with the Final Agreement

- Read and apply clauses in their entirety
- Avoid paraphrasing the Agreement or clauses, or using only portions of them
- Be careful not to read into a clause things that aren't there in the words themselves
- Avoid guessing as to what the meaning of the clause is



Definitions

- Words that are capitalized are defined terms, either in Chapter 1; or at the start of certain chapters (or schedules)
- This means they have very specific meanings; sometimes with certain implications



Definitions

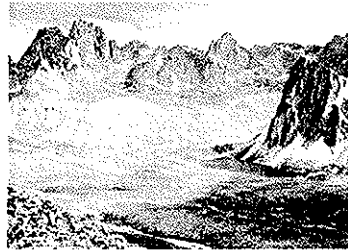
A warning:

- For some of the definitions, the actual meaning is not always obvious!
- In some cases, further detective work may be required (i.e. “Fee Simple Settlement Land”; or “Laws of General Application”)



Objectives

- Some (but not all) chapters have “objectives” associated with them
- These objectives are specific and apply to that chapter only



Objectives

- The word 'objective' is itself not a defined term; however the Final Agreement does provide direction as to how objectives are to be interpreted:

2.6.7: "Objectives in Settlement Agreements are statements of the intentions of the parties to a Settlement Agreement and shall be used to assist in the interpretation of doubtful or ambiguous expressions"



Objectives

- In other words, objectives provide guidance to a chapter but they are not equivalent to "shall" or "may" clauses



Overview of Chapter 11

- Chapter 11 provides the broad parameters as to how regional land use planning is to be done in Yukon
- In some cases it provides specific instructions regarding required steps or matters to be considered



11.1.0 Objectives

1. Encourage development of a common land planning process outside community boundaries
2. Minimize actual or potential land use conflicts
3. Recognize and promote the cultural values of Yukon Indian People
4. Utilize the knowledge and expertise of Yukon Indian People

11.1.0 Objectives

5. Recognize FN's responsibilities per Settlement Agreements for the use and management of Settlement Land
6. Ensure that social, cultural, economic and environmental policies are applied to the management, protection and use of land, water and resources in an integrated and coordinated manner so as to ensure Sustainable Development



11.2.0 Land Use Planning Process

- Refers to the overall *process* of regional land use planning
- Sets out a number of parameters and procedures, for example:
 - Applies to both Settlement Land and Non-Settlement Land
 - Allows for the development of 'sub-regional' and 'district' land use plans
 - Planning boundaries to conform (to the extent practical) to Traditional Territory boundaries



11.2.0 Land Use Planning Process

- The chapter does not apply to national parks or national historic sites
- The chapter does not apply to 'local area planning' outside a municipality
- The chapter does not apply to land within a municipality



11.3.0 Yukon Land Use Planning Council

- Provides parameters for the establishment of the Council
- Council is 3 members
- Sets out matters it must make recommendations on
- Provides that it may set up a secretariat (= staff).



11.4.0 Regional Commissions

- Provides that the parties *may* agree to establish a Commission
- Sets out the main parameters for the Commission's work
- Key direction about how the Commission is to develop a regional land use plan is provided by 11.4.5 (a combination of 'may' and 'shall' sub-clauses)



11.5.0 Regional Land Use Plans

- Sets out that a plan must include recommendations for the use of land, water and other renewable and non-renewable resources
- Provides some leeway to the Commission as to how it does that ("in a manner determined by the ... Commission")



11.6.0 Approval Process

- 11.6.1: recommended regional land use plan provided to government and affected First Nation(s)
- Then: 11.6.2 and 11.6.3 apply to *Government's* consideration of the recommended plan; and 11.6.4 and 11.6.5 apply to a *First Nation's* consideration of the recommended plan



11.6.0 Approval Process

- 11.6.2 – Government consults (with affected FN and community) then approves, rejects or proposes modifications to that part of the plan applying on Non-Settlement Land
- 11.6.3 – RLUP Commission reconsiders plan and prepares a final recommended plan; Government consults (again) then approves, rejects or modifies that part of the plan applying on Non-Settlement Land



11.6.0 Approval Process

- 11.6.4 – Affected First Nation consults (with government) then approves, rejects or proposes modifications to that part of the plan applying on their Settlement Land
- 11.6.5 – RLUP Commission reconsiders plan and prepares a final recommended plan; affected First Nation consults (again) then approves, rejects or modifies that part of the plan applying on their Settlement Land



11.7.0 Implementation

- There are equivalent provisions for YG as well as First Nations that require both to exercise their decision-making discretion in accordance with the approved land use plan (i.e. authorizing the use of resources must be done in accordance with the plan)



11.7.0 Implementation

- However, 11.7.1 and 11.7.2 are both subject to section 12.17 (of the Development Assessment chapter); specifically 12.17.4 which does allow for non-conforming projects to proceed
- 11.7.3 and 11.7.4 state that neither government or a First Nation is obligated to pass legislation to implement a regional land use plan



11.8.0 Sub-Regional and District Land Use Plans

- Establishes a hierarchy between regional, sub-regional and district plans
- There is no definition of “sub-regional plan” or “district plan”



11.8.0 Sub-Regional and District Land Use Plans

- Hierarchy reflects the general planning principle that a Regional Plan would have the broadest perspective on what should happen in an area, and that plans for smaller areas within that should be consistent with the Regional Plan
- sub-regional or district plans *may* be developed; if parties agree to do so jointly; then they shall be done in accordance with Chapter 11



11.9.0 Funding

Provisions that establish the process:

- RLUPC consults First Nation
- RLUPC prepares and submits budget to YLUPC
- YLUPC reviews all budgets then proposes (overall) budget to Government
- Government reviews/approves budgets, and shall pay those expenses it approves



Thank You!



Detailed Interpretation Issues: Chapter 11 and other relevant Chapters

We have identified clauses/terms where implementation has been difficult or where there have been differences in the interpretations of the agreements.

We have divided them of into five themes:

- 1. challenges with bringing about "United Planning" though Chapter 11,*
- 2. challenges associated with "Balancing Interests",*
- 3. "Time frames/\$" issues,*
- 4. "the Role and Power of Regional Planning Commissions" and;*
- 5. other "Technical Issues".*

"Legal" indicates where some legal interpretation might be warranted

Our detailed Provisions Relevant to Land Use Planning Document was used for this analysis.

**PROVISIONS RELEVANT TO LAND USE PLANNING:
UMBRELLA FINAL AGREEMENT**

INTRODUCTION

The following information outlines the Chapters in the Final Umbrella Agreement that refer to land use planning or specifically to the Yukon Land Use Planning Council. All chapters that mentioned the words "land use" were selected and compiled in this document.

Relevant terms found in **both special provisions and the general terms** of the agreement were included. Chapters including such terms that may have implication on the activities of the YLUPC are: Chapters 11 (land use planning), 2 (General Provisions), 12 (Development Assessment), Chapter 10 (Special Management Areas), Chapter 13 (Heritage), Chapter 16 (Fish and Wildlife), Chapter 17 (Forest Resources), Chapter 18 (Non-Renewable Resources), Chapter 22 (Economic Development Measures).

The importance of the term "Board" is also noted in many of these Chapters as the term "land use" may not be specifically mentioned but the presence of the term "Board" implies some type of obligation or responsibility be observed by Land Use Planning Commissions.

Each chapter with applicable clauses is included, the specific clauses are provided and a statement of the impact on the YLUPC is included at the end of each section.

CHAPTER 11

This is the specific Land Use Planning Chapter in the Final Umbrella Agreement. The entire chapter has been included below.

Chapter 11 – Land Use Planning

11.1.0 Objectives

11.1.1 The objectives of this chapter are as follows:

11.1.1.1 to encourage the development of a common Yukon land use planning process outside community boundaries;

11.1.1.2 to minimize actual or potential land use conflicts both within Settlement Land and Non-Settlement Land and between Settlement Land and Non-Settlement Land;

11.1.1.3 to recognize and promote the cultural values of Yukon Indian People;

11.1.1.4 to utilize the knowledge and experience of Yukon Indian People in order to achieve effective land use planning;

11.1.1.5 to recognize Yukon First Nations' responsibilities pursuant to Settlement Agreements for the use and management of Settlement Land; and

11.1.1.6 to ensure that social, cultural, economic and environmental policies are applied to the management, protection and use of land, water and resources in an integrated and coordinated manner so as to ensure Sustainable Development.

Comment [R1]: Balancing Interests and United Planning: this complicated statement causes confusion with Commission and the Parties. It needs further delineation before it can be implemented.

11.2.0 Land Use Planning Process

11.2.1 Any regional land use planning process in the Yukon shall:

11.2.1.1 subject to 11.2.2, apply to both Settlement and Non-Settlement Land throughout the Yukon;

11.2.1.2 be linked to all other land and water planning and management processes established by Government and Yukon First Nations minimizing where practicable any overlap or redundancy between the land use planning process and those other processes;

11.2.1.3 provide for monitoring of compliance with approved regional land use plans;

11.2.1.4 provide for periodic review of regional land use plans;

11.2.1.5 provide for procedures to amend regional land use plans;

11.2.1.6 provide for non-conforming uses and variance from approved regional land use plans in accordance with 12.17.0;

11.2.1.7 establish time limits for the carrying out of each stage of the process;

11.2.1.8 provide for public participation in the development of land use plans;

Comment [R2]: Role/Power of RLUPC: is this the commission or Parties or YLUPC?

Comment [R3]: Role/Power of RLUPC see Chapter 12

Comment [R4]: Timeframes/S: lots of debate about timeframes between all involved. Separate paper needed

11.2.1.9 allow for the development of sub-regional and district land use plans;

11.2.1.10 provide for planning regions which, to the extent practicable, shall conform to the boundaries of Traditional Territories;

11.2.1.11 provide, to the extent practicable, for decisions of the Yukon Land Use Planning Council and the Regional Land Use Planning Commissions to be made by consensus; and

11.2.1.12 apply to the process of establishing or extending National Parks and national historic parks and commemorating new national historic sites.

Comment [R5]: Legal: what are "official" sub-regional and district plans here in the Yukon

11.2.2 This chapter shall not apply to:

11.2.2.1 national park reserves established or national historic sites commemorated prior to Settlement Legislation, National Parks or national historic parks once established, or national historic sites once commemorated;

11.2.2.2 subdivision planning or local area planning outside of a Community Boundary; or

11.2.2.3 subject to 11.2.3, land within a Community Boundary.

11.2.3 In the event a Community Boundary is altered so as to include within a Community Boundary any land subject to an approved regional land use plan, the regional land use plan shall continue to apply to such land until such time as a community plan is approved for such land.

11.3.0 Yukon Land Use Planning Council

11.3.1 The Land Use Planning Policy Advisory Committee established by the "Agreement on Land Use Planning in Yukon", dated October 22, 1987, shall be terminated as of the effective date of Settlement Legislation and replaced by the Yukon Land Use Planning Council on the same date.

11.3.2 The Yukon Land Use Planning Council shall be made up of one nominee of the Council for Yukon Indians and two nominees of Government. The Minister shall appoint the nominees.

11.3.3 The Yukon Land Use Planning Council shall make recommendations to Government and each affected Yukon First Nation on the following:

11.3.3.1 land use planning, including policies, goals and priorities, in the Yukon;

11.3.3.2 the identification of planning regions and priorities for the preparation of regional land use plans;

11.3.3.3 the general terms of reference, including timeframes, for each Regional Land Use Planning Commission;

11.3.3.4 the boundary of each planning region; and

Comment [R6]: Legal: if Council has the right to make recommendation, do the Government have a duty to ask for our recommendation before making a decision related to regional planning?

Comment [R7]: Role/Power of RLUPC: this indicates that YLUPC is to an advisory board and does not indicate an overseers role

Comment [R8]: Technical: how are affected First Nations defined? By ownership of land or traditional territory? What about unsettled FNS?

Comment [R9]: Legal/Role/Power of Planning Commissions: can we simply have a Terms of Reference and not a General Terms of Reference if the claim references a General Terms of Reference and a Precise Terms of Reference?

**Summary of Issues Raised by YLUPC at meeting with CYFN Grand Chief Peter Johnston
CYFN Building, October 6, 2016**

Introduction and Status of *Chapter 11 – Regional Planning Implementation*

YLUPC recommends 7 planning regions (see Map 1). History of Chapter 11 Land Use Planning: 2 early commissions (Vuntut, Teslin), then North Yukon Plan approved and being implemented, Peel Plan "done" but in court, Dawson on hold, Teslin and Kluane likely next, followed by NTC or Whitehorse. Money: \$7.4 million allocated, \$4.1 million left for Dawson, Whitehorse, Northern Tutchone, Teslin and Kluane (not likely enough).

Peel Court Case

The case deals primarily with the approval process for regional plans and the Parties responsibilities in a regional planning process based upon the agreements. Once the case is over, YLUPC will examine the judgement for its implications to producing and approving plans. Other issues associated with implementing *Chapter 11-Regional Planning* should be addressed while the court case is occurring so planning can start after the ruling in 2017.

Chapter 11: Land Claim Interpretation Issues

Future of Regional Planning Commissions

Was it the vision of the agreements to have the commissions exist for a 3-5 year period at some point after claim settlement and never exist again? If so, who is to conduct conformity checks, make representation to YESAA, monitor plan implementation, recommend amendments and lead plan review in a manner consistent with the agreements? (Figure 1)

Roles and Responsibility Issues

There are no procedures developed for: 1) YLUPC consulting with the Parties on a recommendation; 2) the Parties responding to a YLUPC recommendation and; 3) the Parties ratifying a recommendation from YLUPC and implementing their decision. (Figure 2). The YLUPC is not identified in the agreements as the "Overseers" of the regional planning commissions. Was this the vision of the land claim agreements? (Figure 3)

Common Land Use Planning Process (CLUPP)

YLUPC is recommending changes to the planning process: 1) focus on taking "the weight of the world" off these citizen commission members via more support by YLUPC for administration, HR and planning. Parties can provide information and policy definition with more agreement built between Parties before and during process. Other UFA Boards also need to support the work of the commissions.

Next Steps for YLUPC

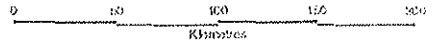
Meet with all settled Yukon First Nations and the Yukon Government;
Requested an "All Parties" regional planning committee be established involving senior staff to address the interpretation issues associated with Chapter 11;
Organize an "All Parties" Regional Land Use Planning Forum to address these issues;
Bring together the UFA Boards and Committees to strengthen their role in regional planning.





YUKON LAND USE
PLANNING COUNCIL

YUKON PLANNING REGION



Yukon Areas Registry, NARS/31

PLANNING REGION	CURRENT STATUS				
	Land Claim Settlement	Commission Establishment	Plan Preparation	Plan Approval	Plan Implementation
North Yukon	██████████	██████████	██████████	██████████	██████████
Peel Watershed	██████████	██████████	██████████	██████████	██████████
Dawson	██████████	██████████	██████████	██████████	██████████
Teslin	██████████	██████████	██████████	██████████	██████████
Kluane	██████████	██████████	██████████	██████████	██████████
Whitehorse	██████████	██████████	██████████	██████████	██████████
Northern Tutchone	██████████	██████████	██████████	██████████	██████████

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- Decided Planning Region Boundary
- Uncertain Planning Region Boundary

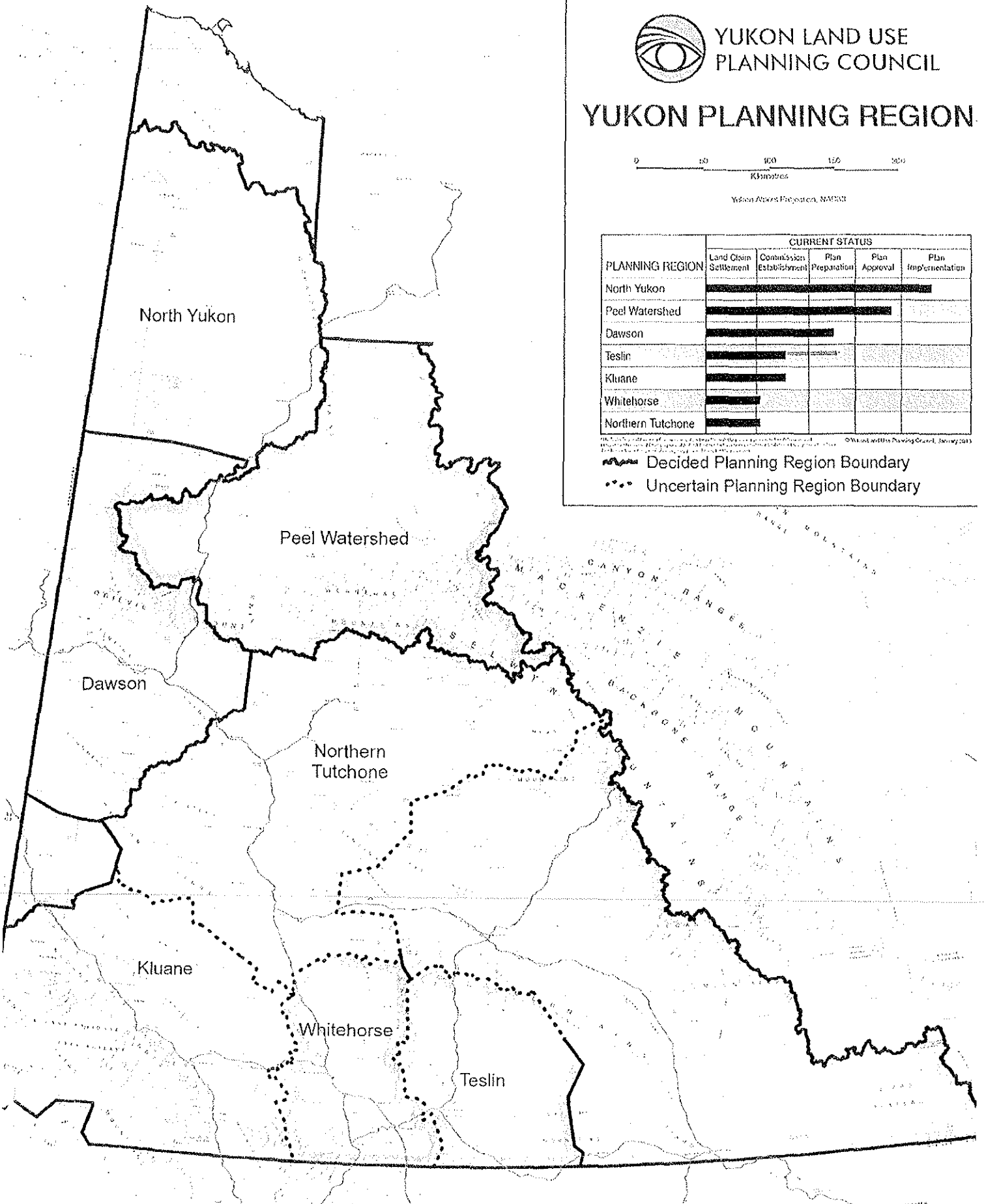
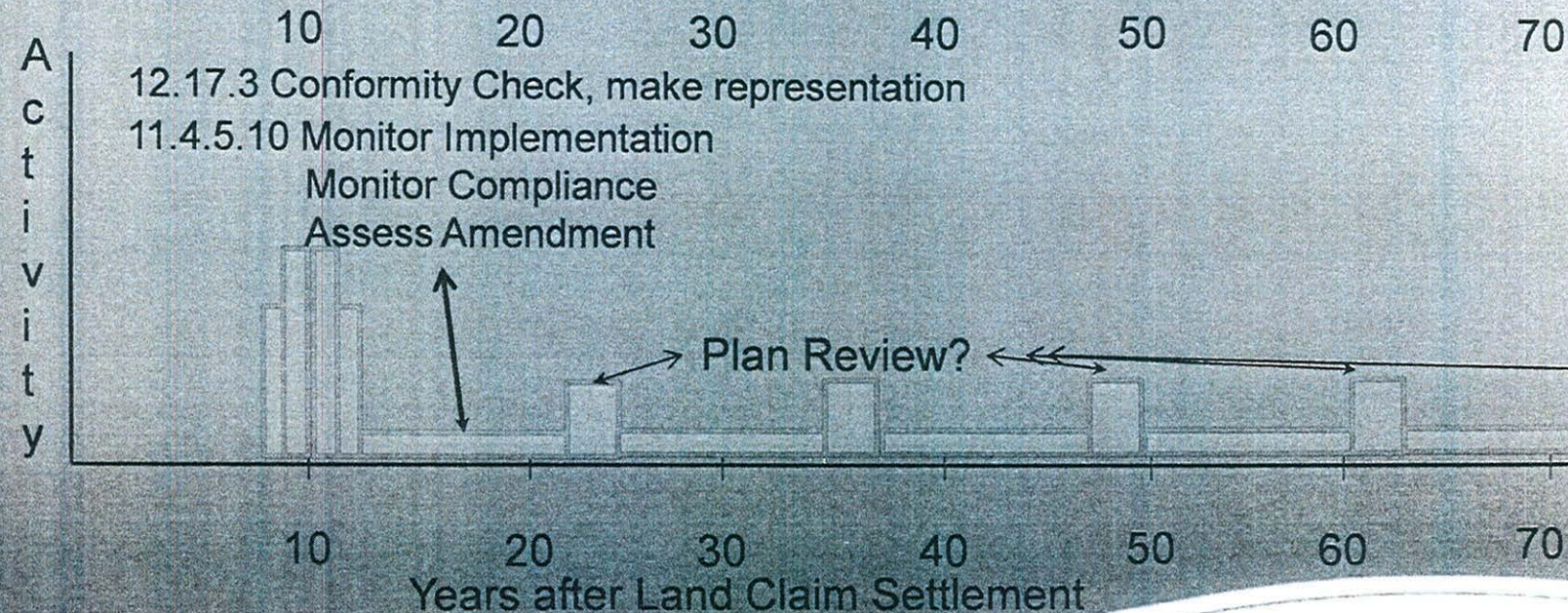
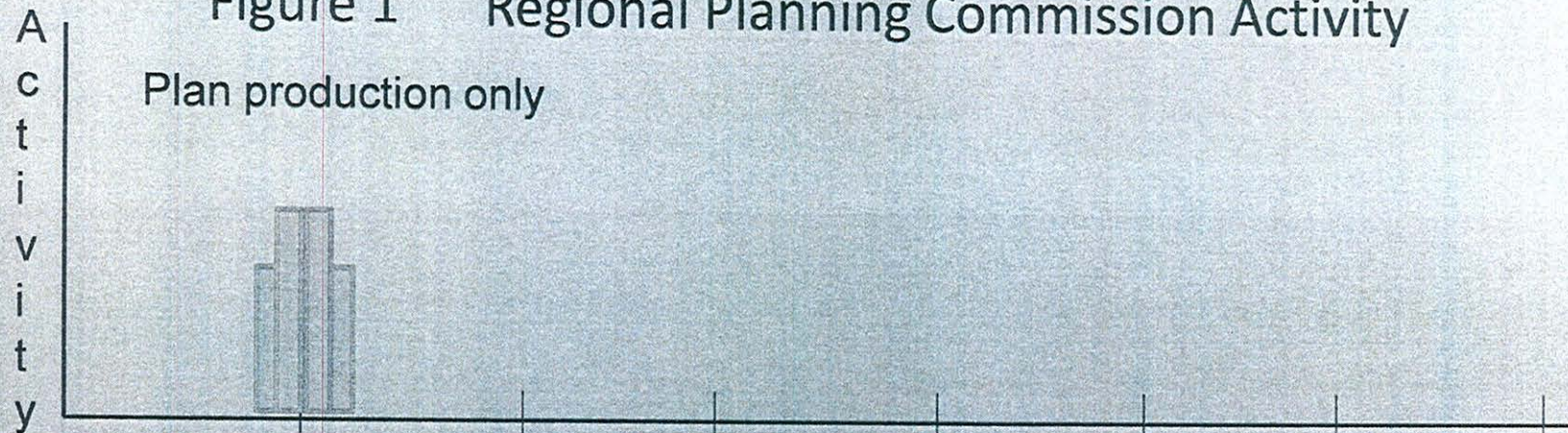


Figure 1 Regional Planning Commission Activity



Issue # 1 Response to YLUPC Recom.

Issue # 2 Ratification of a Parties Decision

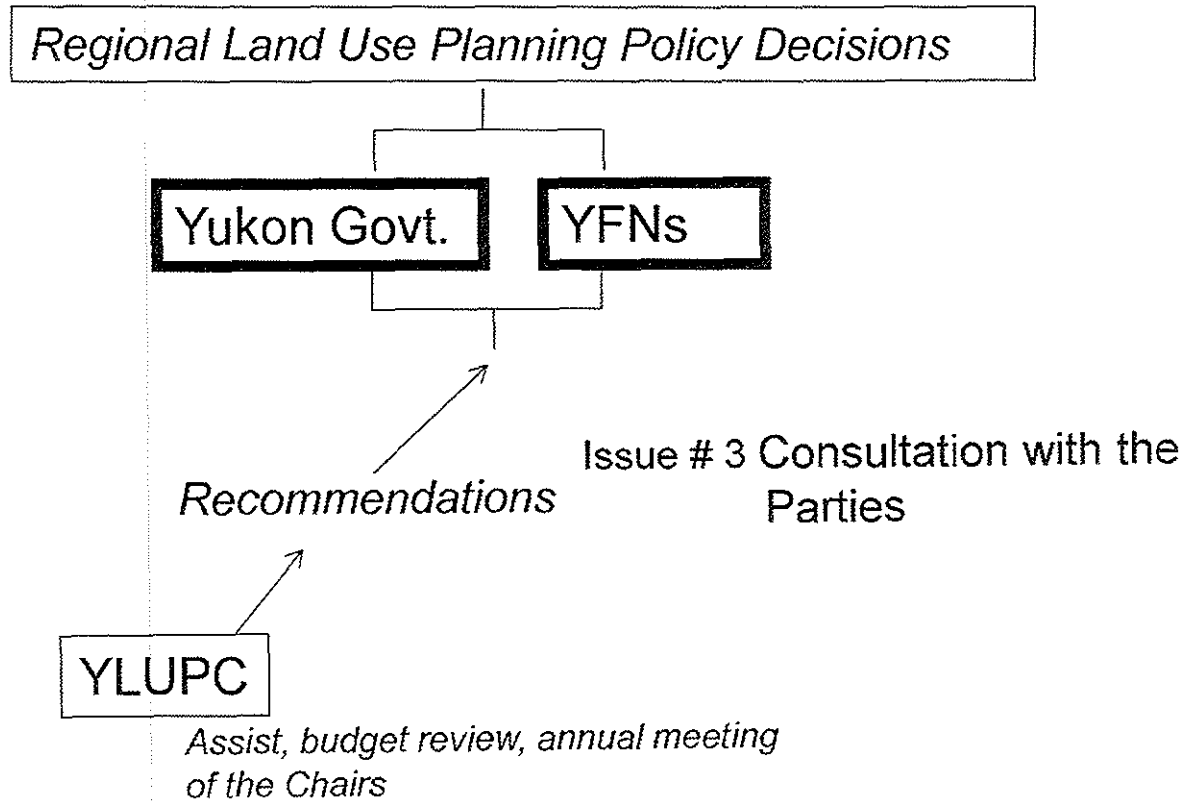
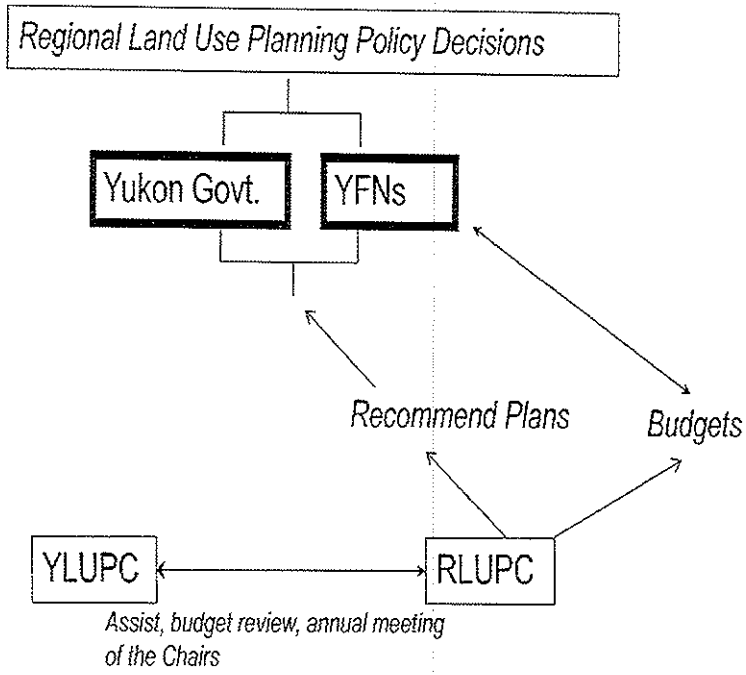


Figure 2: Chapter 11 Roles and Responsibilities



OR

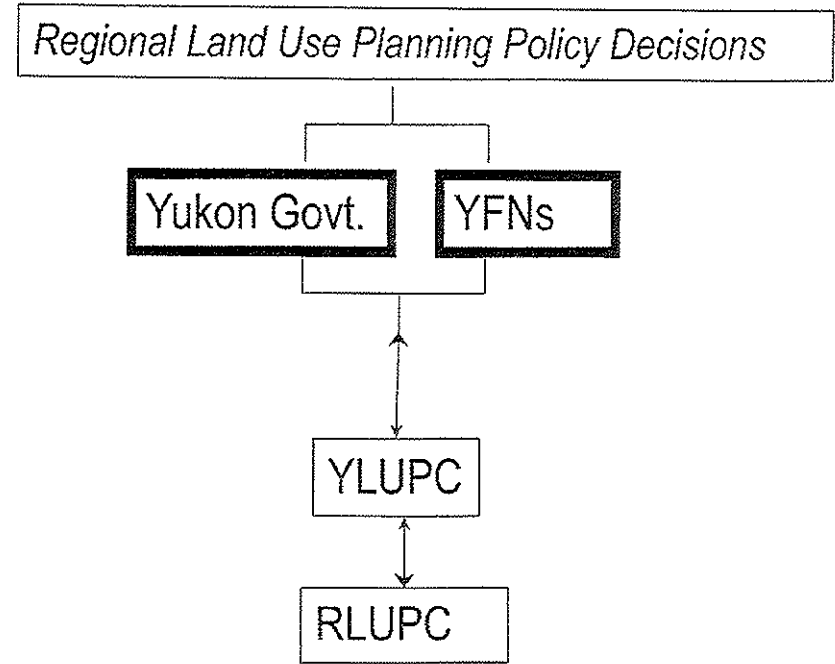


Figure 3: Relationship between YLUPC and Regional Planning Commissions

AMENDMENT AGREEMENT

In respect of the

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

AMONG:

COUNCIL OF YUKON FIRST NATIONS

as the successor organization to the COUNCIL OF YUKON INDIANS
as represented by the Grand Chief ("CYFN");

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Senior Assistant Deputy Minister, Treaties and Aboriginal
Government, of the Department of Indian Affairs and Northern Development ("Canada");

AND:

GOVERNMENT OF YUKON

as represented by the Assistant Deputy Minister, Aboriginal Relations Division,
Executive Council Office ("Yukon");

(the "Parties" to this Amendment Agreement.

WHEREAS:

- A. As at the date hereof, Yukon First Nation Final Agreements have been signed by each of Canada, Yukon, and the following Yukon First Nations on the basis of the Umbrella Final Agreement ("UFA"):

First Nation of Nacho Nyak Dun,
Champagne and Aishihik First Nations,
Vuntut Gwitchin First Nation,
Teslin Tlingit Council,
Little Salmon/Carmacks First Nation,
Selkirk First Nation,
Tr'ondëk Hwëch'in,
Ta'an Kwach'an Council,
Kluane First Nation,
Carcross/Tagish First Nation, and
Kwanlin Dun First Nation;

- B. The three Parties to the UFA and Umbrella Final Agreement Implementation Plan ("UFAIP") are Canada, Yukon and the Council for Yukon Indians ("CYI");
- C. CYFN is the successor organization to CYI and is acting in the capacity of Party to the UFAIP for the purposes of this Amending Agreement;
- D. Paragraph 26 of the UFAIP allows the Parties to amend the UFAIP at any time so long as this is done by way of written agreement;
- E. Canada has provided implementation funding under the UFAIP on an annual basis since the expiry of the original 10-year funding schedule in the fiscal year of 2004-2005;
- F. The Parties now wish to amend the UFAIP to reflect recently negotiated implementation funding amounts;

NOW THEREFORE, the Parties agree that the UFAIP is amended as follows:

1. For further clarity, all references in the UFAIP to "Council for Yukon Indians" or "CYI" are deemed to be references to the "Council of Yukon First Nations" or "CYFN."
2. A reference to "Council of Yukon First Nations" shall be added to subparagraph 8.2 immediately following the reference to the Dispute Resolution Board. The reference to "Part 5: Fiscal year adjustment factor;" shall be deleted from subparagraph 8.9. Paragraph 8 shall otherwise remain unchanged.
3. Paragraph 9 shall be amended to begin: "Subject to paragraph 19 and subject to any amendment of the Plan by the Parties..." The line item "Yukon Land Use Planning Council 2.12.2.8;" under the reference to Schedule 1, Part 1 shall be deleted. Paragraph 9 shall otherwise remain unchanged.
4. In Paragraph 10, the period following "Yukon Geographical Place Names Board 2.12.2.8" is deleted and replaced with a semi-colon, immediately following which reference to "Yukon Land Use Planning Council 2.12.2.8." shall be added. Paragraph 10 will otherwise remain unchanged.
5. Paragraph 15 shall be amended to begin: "Subject to paragraph 19 and subject to any amendment of the Plan by the Parties..." Paragraph 15 shall otherwise remain unchanged.
6. Paragraph 19 shall be deleted and replaced by the following:

10. Schedule 1, Part 3 shall be deleted and replaced by the following:

Part 3 (2014\$) GOVERNMENT OF YUKON FUNDING TO INSTITUTIONS

<i>Fiscal Year</i>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Fish & Wildlife Management Board	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611
Yukon Heritage Resources Board	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011
Yukon Geographical Place Names Board	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418
Yukon Land Use Planning Council	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046

11. Schedule 1, Part 4 shall be deleted and replaced by the following:

Part 4 (2014\$) GOVERNMENT OF CANADA FUNDING TO CYFN

<i>Fiscal Year</i>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Projects/Ongoing	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613
Training Policy Committee	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158

12. Schedule 1, Part 5 shall be deleted, and shall be read as being marked as follows:

SCHEDULE 1

Part 5 [Deleted]

13. Schedule 1, Part 6 shall be deleted and replaced by the Schedule 1, Part 6 found in Annex A to this Agreement.
14. This Agreement 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.
15. Upon the signature of the last Party to this Agreement, the Agreement will be effective to April 1, 2014.

Signed _____, on the ____ day of _____, 2014

The Council of Yukon First Nations:

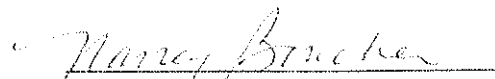

Ruth Massie
Grand Chief


Witness

Signed _____, on the 19th day of June, 2014

Her Majesty the Queen in right of Canada:


Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada


Witness

Signed _____, on the 20th day of February, 2014

The Government of Yukon:

Karyn Amour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office

Witness

Signed _____, on the _____ day of _____, 2014

The Council of Yukon First Nations:

Ruth Massie
Grand Chief

Witness

Signed _____, on the 02th day of February, 2014

Her Majesty the Queen in right of Canada:

Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada

Nancy Boncker
Witness

Signed Michael G., on the 20 day of June, 2014

The Government of Yukon:

Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office

Witness

ANNEX A

SCHEDULE 1

Part 6 - Annual Adjustment to Funding Levels

1.0 Definitions

The following definitions apply in this Schedule:

“Annual Price Adjustor” means the three year average of the Annual Index of Price Changes for the three immediately preceding calendar years, calculated as the sum of the Annual Index of Price Change for the immediately preceding three calendar years divided by three, rounded to five decimal places, where the most recent of the three immediately preceding calendar years is the calendar year ending December 31 in the immediately preceding Fiscal Year.

“Annual Index of Price Change” means, for a calendar year, FDDIPI for the third quarter of that calendar year divided by FDDIPI for the third quarter of the immediately preceding calendar year, the source of which shall be the first publication of the FDDIPI in the *National Economic and Financial Accounts, Quarterly Estimates (Third Quarter)*, or any successor publication, published by Statistics Canada for the third quarter of the calendar year ended before the beginning of the Fiscal Year for which the Annual Price Adjustor is being calculated.

“FDDIPI” means the *Canada Final Domestic Demand Implicit Price Index*, as published regularly by Statistics Canada for the third quarter on or about November 30 of each year, in CANSIM II Table384-0039– “Implicit price index gross domestic product provincial and territorial,” or any successor index or publication.

2.0 Annual Calculation of Price Adjustor

2.1 The calculation of the Annual Price Adjustor will take place in early December of each year.

2.2 Once an Annual Index of Price Change has been calculated, the resulting Annual Price Adjustor for a Fiscal Year shall be final and shall not be subject to revision, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, re-basing or any other changes to FDDIPI figures shall not result in adjustments to the Annual Price Adjustor for previous Fiscal Years.

3.0 Annual Adjustment

- 3.1 Funding levels shall be adjusted annually from Fiscal Year to Fiscal Year by application of the Annual Price Adjustor.
- 3.2 Annual Adjustments made under section 1 shall be cumulative and the Funding level for a Fiscal Year shall be the product of the adjusted amount from the previous Fiscal Year and the Annual Price Adjustor for that Fiscal Year.
- 3.3 Nothing in section 3.1 is intended to prevent the application of such other annual adjustor as the Parties may stipulate in any Amendment Agreement.

ANNEX B

COUNCIL OF YUKON FIRST NATIONS

Mandate

The CYFN shall be the central organization providing administrative and technical support and coordination to the self-governing Yukon First Nations with respect to the implementation of their respective land claim and self-government agreements. The CYFN's implementation responsibilities under the UFA are identified in this Annex B and other activities are outlined in this Annex.

Organizational Structure

The CYFN shall be structured in accordance with its constitution.

The CYFN has established a specific department that, among its duties, carries out the CYFN's role and responsibilities with respect to the implementation of the UFA and the Yukon First Nation Final and Self-Government Agreements. The department includes a manager and support staff responsible for carrying out the CYFN's implementation responsibilities under the UFA and to fulfill the duties under this Annex.

Operations

The CYFN Department of Natural Resources and Environment shall prepare an annual budget for the funding provided under the UFAIP and work plan relating to its implementation activities. The CYFN implementation manager will convene regular meetings of the self-governing Yukon First Nation implementation representatives to, among other matters, provide input and participate in the development of the annual budgets and work plans relating to the CYFN's implementation activities.

The CYFN shall maintain its discretion with respect to the expenditure and allocation of the funding provided under the UFAIP in accordance with its internal policies and procedures taking into account the input and participation of the Yukon First Nation implementation representatives. These budgets and work plans will be recommended to the CYFN for consideration and, if appropriate, approval.

The CYFN constitution requires that the books, accounts and records of the CYFN shall be audited at least once a year by a chartered accountant and a complete and proper report thereon shall be submitted to the CYFN General Assembly for approval. The funds provided under the UFAIP would be part of this

audit. In addition, the CYFN shall provide reports to the self-governing Yukon First Nations with respect to the expenditure and allocation of funds provided under the UFAIP.

The CYFN shall determine its own procedures for hiring its staff and engaging consultants and professional services with respect to the fulfillment of its implementation responsibilities.

Activities

The CYFN's role with respect to the implementation of the UFA and Yukon First Nation Final and Self-Government Agreements has evolved significantly since 1995. In addition to its specific implementation activities noted below, the CYFN has assumed a broader role to provide technical support to the Yukon First Nations and promote collaboration and cooperation amongst the Yukon First Nations, Canada and Yukon relating to their various implementation activities. This collaboration and coordination serves to enhance the effectiveness and efficiency of their implementation efforts.

The CYFN shall convene meetings of the Yukon First Nation implementation representatives on a regular basis to, among other issues, share information and identify opportunities for collaboration and coordination. These meetings will also provide opportunities for the Yukon First Nation implementation representatives to provide input and participate in the CYFN's implementation activities and guide its evolving role and responsibilities.

The CYFN will also undertake activities to promote effective communication about the implementation of the UFA and Yukon First Nation Final and Self-Government Agreements. This communication will enhance reporting and increase transparency about the implementation process and, in particular, the implementation activities of the CYFN.

It is expected that the CYFN's implementation role and activities will continue to evolve over time and the Yukon First Nations, Canada and Yukon may identify other functions and responsibilities that can be carried out by the CYFN.

The CYFN shall undertake the following activities pursuant to its obligations as set out in the following sections of the UFA: 2.3.1, 2.3.2, 2.4.3, 3.11.2.6, 8.1.2, 8.5.2, 11.3.2, 12.3.3, 12.7.3, 12.19.3, 13.5.1, 13.11.1, 14.4.1, 20.6.3, 22.9.1, 26.5.1, 27.2.1, 28.5.1, 28.6.2, 28.7.1, 28.7.4.6. For greater certainty, the CYFN shall also undertake the following activities pursuant to its obligations as set out in the following sections of the UFAIP: 21, 22, 23, 24, 27, Annex B Part 2, Annex C and Annex E.