# Skeena District

# MANAGEMENT DIRECTION STATEMENT

November, 2001







for Tatshenshini - Alsek Park

### Tatshenshini-Alsek Park

### **Approvals Page**

#### **Forward**

Tatshenshini-Alsek Park was established in 1993 by the government of British Columbia in recognition of its outstanding wilderness, biophysical, cultural heritage and recreational values.

The park lies entirely within Champagne and Aishihik First Nations (CAFN) traditional territory and is managed under the terms of the 1996 *Tatshenshini-Alsek Park Management Agreement* signed by the Champagne and Aishihik First Nations and the Province of British Columbia.

This Management Direction Statement (MDS) is intended to provide management direction until a comprehensive management plan is prepared. The Tatshenshini-Alsek Park Board, comprised of BC Parks officials and Champagne and Aishihik First Nations officials, consider this action necessary to ensure compliance with the protection and conservation principles outlined in the Tatshenshini-Alsek *Park Management Agreement (1996)*.

### **Approvals**

NOS 29, 01

Chief Bob Charlie Champagne and Aishihik First Nations Joxce Murray, Minister Water, Land and Air Protection

Date

Lawrence Joe, Director Lands and Resources Champagne and Aishihik First Nations Hugh Markides, District Manager BC Parks Skeena District

Water, Land and Air Protection

## Acknowledgements

This Management Direction Statement has been prepared by the Tatshenshini-Alsek Management Board.

Board Members are:

Ron Chambers Sarah Gaunt Hugh Markides Peter Levy

Lawrence Joe of CAFN and Gordon MacRae of BC Parks were also directly involved in the preparation of the MDS.

The Board would like to thank Don Stone and Paula Banks who provided assistance in drafting this MDS. Appreciation is given to those individuals and agencies that reviewed the draft Management Direction Statement and provided comments to the Board. The Board, to the extent possible, incorporated changes in the draft MDS in response to those comments.

The Board would like to also acknowledge the contribution of Mike Murtha of BC Parks who was a valued member of the Board during its initial years and whose work helped establish the foundation for preparation of this Management Direction Statement.

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# Tatshenshini-Alsek Park Management Direction Statement

### Introduction

### **Purpose**

The purpose of this management direction statement (MDS) is to provide management direction for Tatshenshini-Alsek Park. This new protected area requires direction in the interim until a full management plan is prepared. The Tatshenshini-Alsek Management Board will begin the public planning process for the management plan in the next 2-3 years. A background report for the management plan is at a draft stage.

While key strategies are identified in this MDS, the completion of all these strategies is subject to funding and funding procedures. As such, strategies will be completed as funding permits and according to priorities assigned by the Board. As well, all development associated with these strategies is subject to the BC Parks Impact Assessment Policy and the Tatshenshini-Alsek Park Management Agreement.

### **Setting and Context**

The Tatshenshini-Alsek Park is located in the northwest corner of British Columbia and encompasses an area of 9,455 square kilometers (Figure 1). The park boundaries are determined on the north by the Yukon / British Columbia border, on the west and south by the British Columbia / Alaska border and on the east by the length of the Haines Road in British Columbia. The northern park boundary lies 258 kilometers (160 miles) southwest of Whitehorse via the Alaska Highway and Haines Road and the southern boundary some 72 kilometers (45 miles) north of Haines, Alaska, along the Haines Road. (Figure 2)

The Tatshenshini-Alsek Park is one of more than 250 new parks created in British Columbia since 1992. By the end of 1998, the Government of British Columbia was approaching its target of designating 12% of the provincial land base as "protected" – a goal established under its Protected Areas Strategy. The Tatshenshini-Alsek Park contributes 1/12<sup>th</sup> of this objective.

In December 1994, Tatshenshini-Alsek Park was officially designated a World Heritage Site by the United Nations Educational, Scientific and Cultural Organization (UNESCO). The designation recognized the global significance of the park and, with adjacent parks in Alaska and Yukon, formed the largest contiguous protected area and the largest world heritage site in the world.

Over the past two decades, the Tatshenshini and Alsek Rivers have become highly valued wilderness river rafting destinations. The first attempt to run the Alsek River occurred in the early 1960s; the Tatshenshini River in the mid-1970s. Since then, the most popular rafting river has become the Tatshenshini. In 1994 (peak year) 1319 river rafters descended the Tatshenshini

and Alsek Rivers from launch sites in Yukon (most from the Shäwshe / Dalton Post site) with take outs at Dry Bay, Alaska. Since the mid-1980s, the U.S. National Parks Service, in cooperation with Parks Canada, BC Parks, Government of Yukon and the Champagne and Aishihik First Nations, has implemented a mandatory river rafting permit system for commercial and private rafting on the Tatshenshini and Alsek Rivers.

When the Province of British Columbia announced the creation of Tatshenshini-Alsek Park on June 22<sup>nd</sup>, 1993, a proposal to extract a rich body of copper ore from a site in the high Alsek Ranges was under consideration by the government of British Columbia. Known as the Windy Craggy project, environmental groups at home and abroad argued that such a project would destroy the unusual wilderness values and present an extraordinarily high risk to the Tatshenshini-Alsek river system and its fisheries. The BC government opted to create a Class A wilderness provincial park covering most of the Tatshenshini-Alsek watershed and, in doing so, effectively halted the Windy Craggy project. Since 1993, the BC government has been compensating mining companies involved in Windy Craggy, and other mining interests operating within the park, for lost economic opportunities.

In the early 1990s, the Champagne and Aishihik First Nations (CAFN) filed a land claim with the federal government that covered the area now demarcated as Tatshenshini-Alsek Park. On December 15<sup>th</sup>, 1993, CAFN filed a Statement of Intent with the British Columbia Treaty Commission.

The federal and provincial governments agreed to engage the CAFN in resolving outstanding land claims in British Columbia, including the entire park area, in February 1994. On August 14, 1995, the CAFN and Canada signed a *Framework Agreement* to proceed with land claims negotiations in British Columbia. On April 29<sup>th</sup>, 1996, the CAFN and the Government of British Columbia signed the bi-lateral *Tatshenshini-Alsek Park Management Agreement* (Appendix I) which, in part, directed CAFN and BC Parks to jointly manage the park. To bring the *Agreement* into effect, the British Columbia government passed Order-in-Council 555/96. An amendment to the *Environment and Land Use Act* in 1997 changed the name of the park from "Tatshenshini-Alsek Wilderness Provincial Park" to "Tatshenshini-Alsek Park".

The creation of a Tatshenshini-Alsek Park Board, comprised of two members representing the Province of British Columbia and two representing the Champagne and Aishihik First Nations, was a vital component of the *Tatshenshini-Alsek Park Management Agreement* (Appendix I). Since 1996, the Park Board has been directing the management of the park, in accordance with the British Columbia *Park Act* and the management principles set out in the *Agreement*. Section 4.1, below, captures the aspirations of both parties to the *Agreement*.

It is the intention of the Parties to protect the natural wilderness environment and heritage values of the Park in perpetuity and to maintain and make use of the Park in a way which recognizes the Champagne and Aishihik First Nations rights, culture and history and protects and conserves the area for the benefit, education and enjoyment of all peoples in accordance with its designation as a Class A Park and the terms of this Agreement.

(Tatshenshini-Alsek Park Management Agreement, 1996, Section 4.1)

### **Protected Area Attributes**

#### Conservation

- The Tatshenshini-Alsek Park is renowned for its outstanding wilderness qualities spectacular mountains, massive glaciers, wild rivers, precipitous canyons, forested valley bottoms, grizzly and glacier bears, Dall sheep, eagles and Pacific salmon
- In conjunction with adjacent Wrangell-St. Elias National Park and Preserve (Alaska), Glacier Bay National Park and Preserve (Alaska) and Kluane National Park and Reserve (Yukon), the Tatshenshini-Alsek Park forms the world's largest internationally protected area (approximately 13,926 square kilometers). Please refer to Figure 1.
- The Tatshenshini-Alsek Park is the only park in British Columbia to contain an entire ecoregion the Icefield Range Ecoregion
- Most of the Tatshenshini Basin Ecoregion and the Alsek Ecoregion lies within the park
- Unique representations of alpine tundra vegetation and coastal western hemlock, boreal white and black spruce and spruce-willow-birch forests are found within the Tatshenshini Basin and Alsek Ecoregions of the park
- Outstanding natural features include the lower Alsek River that breaches the high St. Elias Mountains; Melbern, Tweedsmuir, Vern Ritchie and Battle glaciers provide some of the largest in BC; Turnback Canyon is one of BC's most scenic exposing massive walls of granite; impressive alluvial fans are found at Detour and Sediment Creeks in the Tatshenshini River valley; thick alluvium and eolian deposits are found in the Tatshenshini River valley; medial and lateral moraines are common in both ice-filled and ice-free valleys; the high volume Tatshenshini and Alsek Rivers transport large quantities of sediment annually; floodplains and river terraces dominant the lower portions of the Tatshenshini and Alsek river valleys
- British Columbia's highest mountain (Mt. Fairweather at 4,663 meters or 15,298 feet) and only tidewater glacier (Grand Pacific Glacier at Tarr Inlet) are located in the park
- One of British Columbia's most dynamic geomorphic environments; a number of geomorphic processes have altered the physical and cultural landscape of the park in recent times; valley glaciers have advanced and retreated (e.g., Grand Pacific Glacier); ice dams have broken and released large volumes of water that flooded old settlements (e.g., the old Tlingit village of Tínix Âní, at the confluence of the Tatshenshini and Alsek Rivers, is believed to have been washed away when the Lowell Glacier [Yukon] ice dam broke in the mid-1800s); river channels change frequently (e.g., Tatshenshini River)
- Highly valued sockeye, coho and chinook salmon runs on Tatshenshini River and its tributaries; runs vitally important to First Nations subsistence fishery; old Tlingit and Tutchone fishing sites along the Tatshenshini
- High value habitat (largely untouched / remote) for grizzly bear, black bear and the rare glacier bear
- Significant populations of Dall sheep, mountain goat and moose
- Only population of Dall sheep in a protected area in B.C.
- Significant populations of gray wolf, wolverine, marten, beaver, arctic ground squirrel, hoary marmot, red fox, coyote, lynx and snowshoe hare, mice, voles, shrews, pika, raptors and passerines
- Significant populations of golden eagles, ptarmigan and raven
- Threatened or endangered birds include the peregrine falcon and gyrfalcon

- Sensitive or vulnerable birds include the great blue heron, bald eagle, arctic tern and northern shrike
- Several rare and endangered plant species as per Appendix II
- Three rare and endangered vertebrates as per Appendix II

### **Recreation and Tourism**

- Outstanding mountain scenery from the Haines Road corridor, from aircraft overflights and from the Tatshenshini and Alsek River corridors, especially at the confluence of the two rivers
- Tatshenshini and Alsek Rivers provide river rafters with two of the world's finest wilderness rafting experiences
- Sport hunting, angling and outfitter guiding
- Snowmobiling, cross-country skiing and dog-sledding opportunities in the winter adjacent to the Haines Road
- Hiking, horseback riding, outfitting and cycling along trails and old mining roads within the park
- Excellent opportunities to view grizzly bear, bald eagles and salmon
- Potential for cultural tourism, (e.g. joining First Nations' members involved in traditional activities in the park)

### **Cultural Heritage**

- Part of the traditional territory of the Champagne and Aishihik First Nations; traditional economy based on hunting, fishing, gathering, trapping and trading; these activities took place throughout the park; largest fishing village at Nùghàyík on the Tatshenshini River; park area remained under aboriginal control until non-native outsiders arrived in the early 1890's
- Indigenous population badly affected by mid-nineteenth century epidemics introduced by non-native contact on the Alaska coast
- Klondike Gold Rush of 1898 altered First Nation harvesting and land use patterns
- Establishment and enforcement of non-aboriginal geo-political boundaries (Canada-USA; Yukon-BC) affected First Nations land use and settlement patterns; population shifted northward into Yukon; this trend continued with the construction of the Alaska Highway and Haines Road in the 1940s; by mid-twentieth century, no permanent settlements or year-round First Nations residents in the park; land and resource continued to be used on a seasonal basis by Champagne and Aishihik First Nations families
- Champagne and Aishihik First Nations continue to practice traditional and economic pursuits e.g. (hunting, fishing and gathering); the park is one of the areas within the traditional territory where these activities take place
- The park's cultural heritage resources are not well known; some work has been done towards
  identifying the nineteenth century fishing village; many First Nations caches, campsites and
  cabins remain to be located
- Some archaeological sites, including one petroglyph, have been documented
- Inter-and intra-regional trails, not thoroughly documented to date, may be the park's most important cultural heritage resource (e.g. Chilkat Trail and secondary trails)
- Progress has been made towards researching and synthesizing First Nations history of the park; aboriginal place names provide an important record of First Nations history; initial oral history research has documented some place names, as well as land use patterns and family

- histories related to the area
- Mining roads and airstrips provide evidence of former trading, exploration, wildlife harvesting, quartz mining (e.g., Windy Craggy), placer mining (e.g., Dollis (Ts'ach'än Chù) Creek) and recreational activities within the park
- Culturally appropriate programs for interpreting the park's human history to the CAFN community, and to wider audiences, remain to be developed; appropriate programs for the research and management of the park's cultural heritage resources, particularly those related to First Nations history, remain to be advanced

### **Significance in the Protected Areas System**

- British Columbia's second largest Class A Park
- Comprises the world's largest international protected area, together with neighboring protected areas in Yukon and Alaska
- A designated United Nations World Heritage Site
- Contains British Columbia's highest mountain and only tidewater glacier
- Contains British Columbia's largest and most extensive set of valley glaciers and icefields within a provincial park
- The region's two longest and most powerful rivers the Tatshenshini and the Alsek, have, carved deep wide valleys through extremely high mountain ranges, including the Icefield, Alsek, Noisey and Fairweather Ranges
- Tatshenshini and Alsek Rivers are the only major protected rivers in northwestern British Columbia
- Tatshenshini River and the lower Alsek River support major salmon spawning runs
- Provincially significant salmon, grizzly bear, rare glacier bear, black bear, Dall sheep, mountain goat, moose and gray wolf populations
- One of a small number of BC Parks co-managed by BC Parks and First Nations; this is a new relationship for both First Nations and the British Columbia Government
- Outstanding mountain scenery and wildlife viewing
- Tatshenshini and Alsek rivers provide two of the world's finest river rafting experiences
- Provides licensed hunting and angling opportunities and a wide range of summer and winter backcountry recreation activities
- Potential for cultural tourism

### **Land Uses, Tenures and Interests**

### Access

- Most visitors reach the park via the Haines Road, traveling either north from Haines, Alaska or south from Haines Junction, Yukon
- River rafters using the Tatshenshini River launch at Shäwshe / Dalton Post in Yukon; those descending the Alsek River launch their craft in Yukon near Haines Junction; take-outs are at Lowell Lake, Turnback Canyon and at Dry Bay (Alaska) for rafters on the Alsek; take-outs for those on the Tatshenshini are at Dry Bay (Alaska)
- Most day-use river rafters put in on the Blanchard in Yukon and some day-use river rafters put in at Bear Flats / Stanley Flats (near the mouth of the Parton River) and descend the Tatshenshini River to Shäwshe / Dalton Post, Yukon
- Some old mining exploration roads provide limited access to the park from the Haines Road and from Shäwshe / Dalton Post to Dollis (Ts'ach'än Chù) Creek
- Fixed-wing aircraft and helicopters provide access to specific sites for river rafters, hunters, skiers, climbers, horseback guides, DFO staff, researchers and park management personnel
- Helicopters shuttle river rafters around Turnback Canyon or shuttle visitors from the top of Turnback Canyon to the Haines Road or Haines Junction, Yukon
- Some kayaking and canoeing on rivers within the park
- Some jet boating on rivers within the park
- Some hiking and mountain biking west of the Haines Road during the summer
- Snowmobiling, backcountry skiing and dog sledding west of the Haines Road during the winter

### **Existing Tenures**

- Champagne and Aishihik First Nations claim aboriginal rights, title and interest to the entire park; First Nations rights and interests are recognized in the Park Management Agreement
- 29 active Park Use Permits (PUPs) and 1 *Land Act* tenure; these include: 1 big game outfitter/ guiding permit that covers the entire park area and includes two satellite cabins and a few cache sites within the park; 1 commercial trapline which includes base and satellite cabins located within the park (a small portion of a second trapline lies in the southeast corner of the park not officially registered as belonging to the Tatshenshini-Alsek area); 1 commercial telecommunications permit (covers two repeater sites); 1 gravel and sand permit (covers two sites); 15 river rafting guiding permits; 3 fixed-wing air charter permits; 5 rotary-wing air charter permits; 1 guided horse trip permit; 1 salmon research permit
- 171 mineral claims existed in the park in 1994; since 1995 the British Columbia government has been compensating mining companies and individuals for the expropriation of mineral properties; to date some of the mining parties have been compensated and the lands and resources have reverted to the Crown

### **Existing Land Use Activities and Facilities**

- Hunting, fishing, trapping, outfitting, guiding
- River rafting, kayaking, canoeing, jet boating
- Hiking, cycling, camping
- Snowmobiling, backcountry skiing, dog sledding
- Horse grazing (commercial outfitter/guide)
- First Nations trails and campsites
- Abandoned mining roads
- Commercial guide/outfitter cabins and caches
- Primitive campsites along the Tatshenshini and Alsek Rivers used by river rafters
- Sand and gravel pits near Haines Road
- Highway maintenance yard on Haines Road
- Three aircraft landing strips: Mile 75 (emergency), Windy Craggy (abandoned) and Shini (abandoned)
- Oil pipeline (abandoned) right-of-way
- Two telecommunications relay sites
- One trespass cabin site

### **Adjacent Patterns of Land Use**

- Glacier Bay National Park and Preserve (Alaska), Kluane National Park and Reserve(Yukon), the Kluane Wildlife Sanctuary (Yukon) abut the park
- Tongass National Forest (Alaska) and the Chilkat Eagle Preserve (Alaska) lies within a short distance of the park
- Glacier Bay National Park and Preserve (Alaska), Wrangell St. Elias National Park and Preserve (Alaska) and Kluane National Park and Reserve(Yukon), along with Tatshenshini-Alsek Park, have all been designated UN World Heritage Sites
- Provincial Crown land lies to the east of the park for the full length of the Haines Road; gravel pits, an untenured cabin, an outfitter's base camp, undeveloped campsites and segments of an abandoned oil pipeline right-of-way extend along the Haines Road corridor; CAFN claim to this land remains unresolved
- Yukon Highways camp at Blanchard (Yukon)
- Some horse grazing on east side of the Haines Road
- Federal Crown land in adjacent Yukon
- CAFN Settlement Land in adjacent Yukon

#### **First Nations Interests**

- Traditional homeland of the Champagne and Aishihik First Nations, descendants of interior Tutchone and coastal Tlingit peoples
- Close historic and contemporary relations with First Nations families in Alaska
- CAFN are currently engaged in negotiating a land claim settlement for their traditional territory in northwest BC, including the entire park area
- First Nations heritage represented by network a of inter-and-intra regional trails; old village sites (e.g., Nùghàyík); campsites; cabins and caches; trail markers; petroglyphs

- Fishing for salmon from the Tatshenshini, and its tributaries, remains culturally important to Champagne and Aishihik First Nations
- Hunting for food remains an important CAFN subsistence activity
- Plants harvested for food and medicinal purposes (e.g., devil's club)
- First Nations history, cultural heritage sites and place names being researched; interest in using this information and these places to strengthen the First Nations ties to the park

### **Other Agency Interests**

- The federal government's Department of Fisheries and Oceans Canada (DFO) manage the anadromous fishery; the Department operates a counting weir on Klukshu River and Village Creek, tributaries of the Tatshenshini River near Shäwshe / Dalton Post, Yukon
- Alaska Department of Fish and Game fly annual surveys of index salmon spawning areas
- The Wildlife Branch of the BC Ministry of Water, Land and Air Protection, has an interest in wildlife and waterfowl management within the park; also responsible for setting outfitter harvesting quotas and monitoring the commercial trapping operation, jointly with BC Parks
- Forestry Canada has been monitoring and mapping spruce beetle infestation in the park and adjacent forests
- Northwest Tel operates two repeater stations within the park
- Environment Canada, DIAND and BC Ministry of Environment continue to monitor contaminants at Rainy Hollow
- Government of Yukon's Community and Transportation Services Department maintains the Haines Road, under contract with the Government of British Columbia
- CAFN and Government of British Columbia cooperate on wildlife management under a recently signed *Northern Summit Agreement*; signatories to this *Agreement* include the Carcross Tagish First Nations, Teslin Tlingit Council, Taku River Tlingit First Nation, Tahltan Joint Councils, Kaska Dena Council, and the Tsay Keh Dene; the *Agreement* established a Joint Wildlife Policy Committee and a Technical Working Group to advise and recommend action on the conservation and sustainability of wildlife resources; major issues include assessing current harvesting rates and coordinating data gathering and analysis to include local and aboriginal knowledge
- Canada Customs border crossing at Rainy Hollow
- Yukon Heritage Branch (Yukon Tourism) presents and provides highway interpretation strategies and signage for all territorial roads, including the Haines Road

### **Private and Public Stakeholder Interests**

- Champagne and Aishihik First Nations; fishers, hunters, gatherers, heritage preservationists, wilderness guides
- Local and regional residents
- Environmentalists and conservationists
- Guide-outfitter
- Commercial trappers
- Commercial river rafting operators
- Private river rafters
- Commercial airplane and helicopter operators

- Private kayakers and canoeists
- Licensed fishers; anglers and fly-fishers
- Licensed hunters
- Snowmobilers
- Backcountry skiers
- Hikers, climbers
- Mountain bikers
- Naturalists
- Parks personnel
- Llama owners
- Dog sled owners

### Role of Tatshenshini-Alsek Park

Tatshenshini-Alsek park is a flagship park in British Columbia's protected area system with the primary role of protecting internationally significant conservation, cultural heritage and recreation values. Tatshenshini-Alsek Park is a key component of the world's largest contiguous protected area and largest World Heritage Site.

Tatshenshini-Alsek Park is one of 13 parks co-managed by BC parks and First Nations.

Tatshenshini-Alsek Park encompasses part of the traditional territory of the Champagne and Aishihik First Nations. Cultural heritage features are significant but not well known and include old village sites, caches, campsites, petroglyphs, trails and campsites.

The park protects all of the Icefield Ranges Ecosystem, and most of the Tatshenshini and Alsek Ecoregions, and alpine tundra, spruce willow birch, boreal white and black spruce and minor components of coastal western hemlock and mountain hemlock biogeoclimactic zones.

The park contains outstanding wilderness qualities, outstanding natural features, and one of British Columbia's most dynamic geomorphic environments. Key features are outlined in the section on "Protected Area Attributes" above.

The park is the second largest park in BC and one of a few parks in the province that encompass entire ecosystems and predator-prey systems. Key species include grizzly bears, black bears, rare glacier bears, Dall sheep, mountain goat, moose, gray wolf, wolverines, golden eagles, and numerous other species. Two other such park systems, Spatsizi-Edziza-Stikine and Tweedsmuir-Kitlope, are also in the Skeena Parks District.

Tatshenshini-Alsek Park provides outstanding wilderness recreation opportunities including nature appreciation, scenic vistas, two of the world's finest river rafting experiences, guided hunting, resident hunting, angling, hiking, outfitting, cycling, wildlife viewing and potential for cultural tourism.

### **Management Commitments and Issues**

### **Direction from Previous Planning**

- Under the 1996 *Tatshenshini-Alsek Park Management Agreement* (Appendix I), the Province of British Columbia and the Champagne and Aishihik First Nations agreed to prepare a management plan for the Tatshenshini-Alsek Park based on a number of preservation and conservation principles. Under the agreement the Champagne and Aishihik First Nations have sole authority over the use of aboriginal languages, provision of aboriginal place names, former Champagne and Aishihik community sites and heritage routes, and interpretation and depiction of aboriginal history and traditional use.
- In August 1993, the Minister of Environment, Lands and Parks directed that until a master plan (management plan) was completed the status quo for tenures and use levels would be maintained.
- In January 1994, the Deputy Minister of Environment, Lands and Parks confirmed that no new facilities or activities would be permitted pending the development of a master plan and that ATV use was prohibited in the park.
- Between 1994 and 1996, BC Parks prepared Annual Management Plans (AMPs) for Tatshenshini-Alsek Park; these were primarily operational in scope.
- Since the signing of the *Tatshenshini-Alsek Park Management Agreement*, the Tatshenshini-Alsek Park Board has been reviewing Annual Management Plans (AMPs) for Tatshenshini-Alsek Park and providing short-term planning direction to BC Parks personnel who remain operational managers of the park.
- Since the late 1970s, Glacier Bay National Park and Kluane National Park and Reserve personnel have provided operational management of river rafting expeditions down the Tatshenshini and Alsek Rivers with take outs at Dry Bay, Alaska. In the absence of a park management plan, BC Parks, Champagne and Aishihik First Nations, Kluane National Park and Reserve and Government of Yukon officials have cooperated with Glacier Bay National Park personnel in scheduling and permitting commercial river rafters on an annual basis. The *Glacier Bay River Management Plan* has been informally endorsed by the Government of Yukon, Kluane National Park and Reserve, CAFN and BC Parks.
- In 1996, the Champagne and Aishihik First Nations, shortly after the signing of the *Tatshenshini-Alsek Park Management Agreement*, hosted a two-day workshop for CAFN members at Haines Junction where participants engaged in the task of setting a vision for the future use and development of the park, identifying park management issues and identifying strategies for addressing current and long-range management issues; outcomes from this workshop revealed a strong desire by First Nations to protect the natural and cultural resources of the park.
- In 1998 the *Alsek Moose Management Plan* was developed by personnel representing the Alsek Renewable Resource Council, CAFN, Government of Yukon, Kluane National Park

- and Reserve, Kluane National Park Management Board, BC Parks and BC Environment. The plan presents traditional knowledge, current moose research findings, community concerns and a outlines an action plan. The plan reflects current moose management strategies and outlines community concerns. This three-year action plan assigns tasks to the various partners of the plan. It now serves as the guiding document for managing moose in the Alsek area.
- A few background studies on the wilderness recreation values of the park have been completed. These include:
  - Askey, E. and P. Williams. 1992. *Tatshenshini-Alsek River Use Study*. Simon Fraser University: Burnaby, BC.
  - Champagne and Aishihik First Nations. 1998. *Tatshenshini-Alsek Park Background Study Draft*. Champagne and Aishihik First Nations. Whitehorse, Yukon.
  - Commission on Resources and Environment. 1993. *Interim Report on Tatshenshini/Alsek Land Use, British Columbia. Volume One-Report and Recommendations*. Government of British Columbia. Victoria, BC.
  - Peepre, J.S. and Associates. 1992. *Tatshenshini-Alsek Region Wilderness Study*. Tatshenshini-Alsek Region Wilderness Study Steering Committee. Vancouver, BC.
  - Peepre, J.S. and Associates. 1986. *Tatshenshini-Alsek Rivers Recreation Corridor Assessment*. Parks and Outdoor Recreation Division, Ministry of Environment and Parks, BC, and Northern Land Use Planning Directorate, Indian and Northern Affairs Canada.

# **Management Issues**

The following management issues require attention:

Theme	Issue
Land and Water Use	Potential impact to the park's wild character and ecosystems because
	of human use and access
<b>Environment and Aesthetics</b>	Impact on humans, fish, wildlife and ecosystems caused by
	abandoned mining, transportation and industrial site contamination
D. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Introduction of exotic species  Limital in a set size of Galaxa de 11 llife and let in a set let in a se
Fish and Wildlife	• Limited inventories of fish and wildlife populations and habitats, particularly in areas frequented by visitors
	Threat to grizzly bears, black bears, rare glacier bears and other
	wildlife because of increased presence of humans visiting the park
	Potential impacts on wildlife and fish populations caused by human
	activities and environmental factors
Access and Infrastructure	• Impacts on park values caused by the use of old roads, trails, gravel
	pits, abandoned airstrips and trespass cabins
Tenures	Potential threat to park values because of the unresolved
Safaty and Haalth	<ul> <li>compensation of mineral claims in the park</li> <li>Potential threat to public safety over the discharge of firearms in the</li> </ul>
Safety and Health	park e.g. firearms carried by rafters and hunters
	Threat to public safety because of inconsistent firearms regulations
	across jurisdictions by river rafting parties
	Potential impact on public health from contaminated sites, including
	the old pipeline corridor and former mining sites
	Presence of giardia
Recreation and Tourism	Conflicting outdoor recreation uses e.g. motorized and non motorized uses
	Reduced quality of wilderness river rafting experience due to low
	flying rotary- and fixed-winged aircraft, jet boating, and overlapping
	traveling and camping along the Tatshenshini and Alsek Rivers
	Reduced quality of recreation experience caused by a lack of
	information about the park
	Clearing of international boundary diminishes wilderness
XV-4	experience( and destroys vegetation unnecessarily)
Watershed Management	Potential impact of water management decisions made in jurisdictions adjacent to the park
Cultural Resource	Cultural sites not well documented, inadequate inventories
Management	Traditional trails critical to understanding cultural sites in park, need
	to be mapped
	Dynamic tectonic, geomorphic, fluvial and glacial activities threaten
	cultural sites
	Cultural sites (world class, unique) on glaciers and alpine ice patches  malting out with warmer summers; this is a new management.
	melting out with warmer summers; this is a new management challenge for BC Parks and the Champagne and Aishihik First
	Nation; ice patches not yet documented in park, but anticipated with
	their recognition in adjacent jurisdictions
	CAFN's role in management of cultural resources e.g. field work at
	the KDS site is urgently needed
Indominated an	Davidson framewords for CAENIA was a bistory sistemant.
Interpretation	Develop framework for CAFN human history interpretive program

### **Management Strategy**

### **General Strategy**

The priority management focus for the park is to ensure that its internationally significant natural, cultural heritage and recreational values are protected and that ecosystems within the park maintain their natural function.

Generally, approval of new uses or expansion of existing uses is not contemplated by the Board prior to the establishment of a full management plan for the park. In the interim, the Board may consider new uses or the expansion of existing uses consistent with Section 10 of the park management agreement.

Management of motorized use is a critical issue in park management and such uses will generally be restricted in the park. Motorized uses, including snowmobile use, will be monitored and assessed on an ongoing basis by the Board and if necessary, measures will be implemented to restrict or eliminate use where biophysical or cultural values are impacted or if unacceptable use conflicts occur. Motorized use will be formally evaluated when the full management plan is prepared to determine the appropriate level of motorized use in the long term.

As outlined in the *Tatshenshini-Alsek Park Management Agreement*, park management will:

- encourage public understanding, appreciation and enjoyment of the park in a manner that leaves it unimpaired for future generations
- recognize the global significance of the park as part of the largest international contiguous group of protected areas in the world, and to provide opportunities for multi-jurisdictional cooperation and coordination
- be consistent with its designation as a Class A park and the terms of the *Park Management Agreement*
- recognize and protect the traditional and current use of the park by the Champagne and Aishihik First Nations and its citizens in the exercise of their traditional rights
- recognize, protect and preserve the rich history of the area comprising the park, including the culture, history and traditions of the Champagne and Aishihik First Nations
- recognize that oral history is a valid and relevant form of research for establishing the historical significance of heritage sites and heritage objects in the park
- recognize the authority of the Champagne and Aishihik First Nations in the interpretation of aboriginal place names and heritage resources in the park
- be deserving of the park's world heritage status
- conserve the natural resources of the park for their intrinsic and scientific values and for

compatible recreational opportunities

- integrate traditional and scientific knowledge in the management of the natural and cultural resources in the park
- identify economic opportunities for the Champagne and Aishihik First Nations in the park, and
- under the direction of the Board facilitate assumption of the maintenance and operation of the park by the Champagne and Aishihik First Nations

### **Priority Management Objectives and Strategies**

<b>Priority Management Objectives</b>	Priority Strategies	
Protect biophysical values	<ul> <li>Identify and protect species at risk</li> <li>Identify and manage access and use of sensitive biophysical areas</li> <li>Undertake assessments of fish and wildlife and other natural resources and identify priorities for additional studies. Undertake these studies in conjunction with park stakeholders e.g. guide outfitter and trapper</li> <li>Facilitate the development of guidelines for aboriginal harvesting of fish and wildlife</li> <li>Review and recommend changes to fish and wildlife harvesting regulations</li> </ul>	
Protect cultural heritage values	<ul> <li>Encourage First Nations use of the Park for traditional harvesting pursuits</li> <li>Transmit human history information to CAFN members as a high interpretive priority.</li> <li>Seek funding to support assessment of the Kwaday Dan Sinchi (KDS) site and inventory of other glacier and ice patch cultural sites</li> <li>Inventory and mapping of traditional trails</li> <li>Continue inventory of place names, cultural heritage sites, traditional resource areas and land use data, family history data related to Park area.</li> <li>Enhance CAFN's capacity for researching and managing cultural heritage sites related to their history</li> <li>Develop guidelines to manage access to cultural heritage sites</li> </ul>	
Protect recreational values and manage for appropriate level of recreational use	<ul> <li>Minimize recreational conflict (e.g., motorized versus non-motorized)</li> <li>Monitor motorized uses and implement restrictions if necessary to protect park values</li> <li>In cooperation with other agencies implement a river management plan including:         <ul> <li>develop river rafting permits from a single permit service</li> <li>manage river rafting schedules from points of departure rather than from arrival point</li> </ul> </li> <li>Work with Canada and US to eliminate clearing of</li> </ul>	

<b>Priority Management Objectives</b>	Priority Strategies	
	international boundary in future.	
Ensure environmental protection	Clean-up and/or mitigate the impact of identified mining, transportation and industrial sites	
Ensure public safety	<ul> <li>Continue cooperative safety measures, with other agencies, for river rafters descending the Tatshenshini and Alsek Rivers</li> <li>Continue to coordinate emergency response procedures with RCMP and Provincial Emergency Program (PEP) officials</li> <li>Research and recommend a strategy for dealing with human-bear interaction in the park</li> <li>Provide safety information to park visitors, including measures to limit human-bear encounters</li> <li>Develop policies and guidelines for use of firearms</li> <li>Monitor public safety around portal and potential acid rock drainage at Windy Craggy site</li> </ul>	
Resolve non-conforming uses	<ul> <li>Monitor and enforce non-conforming activities in the park</li> <li>Continue to monitor the status of compensation to mineral tenure holders</li> <li>Review status of all mineral tenures, permits, licenses of occupation and the fee simple property</li> <li>Continue to resolve the issue of non-conforming residences, illegal buildings and inappropriate structures</li> </ul>	
Encourage public understanding, appreciation and enjoyment of the park	<ul> <li>Provide appropriate information and extension on the park to the public</li> <li>Install new portal signage along the Haines Road</li> <li>Prepare new brochure on the park to reflect management principles and co-management structure</li> <li>Seek resources to enhance CAFN's capability for interpreting the park's human history</li> <li>Prepare park interpretative display at the Kluane National Park Interpretive Center in Haines Junction</li> </ul>	
Advance economic development opportunities for CAFN	Cooperate in identifying and optimizing commercial, economic, training and employment opportunities for CAFN in the park, as outlined in the <i>Park Management Agreement</i> (Appendix I)	
Ensure coordinated approaches for management with adjacent jurisdictions in recognition of the World Site Heritage Status	<ul> <li>cooperate with Yukon, USA and Canada to ensure that strategic and operational planning is compatible and coordinated</li> <li>Review potential for 'joint committee' and regional centre for training noted in the <i>Tatshenshini-Alsek Park Management Agreement</i></li> </ul>	

### **Future Planning and Consultation**

This Management Direction Statement is being prepared by the Tatshenshini-Alsek Park Management Board under the terms of the *Tatshenshini-Park Management Agreement*. The Board recognizes the need to put in place interim direction for the next 2 - 4 years pending development of a more comprehensive park management plan. During this time, a river management plan and annual management plans will be prepared by the Board.

It is the intention of the Board to begin the public planning process for the management plan for the park in the next 2-3 years. A background report is in draft form.

The management plan will involve more thorough review and involvement of the public than has been possible for this Management Direction Statement. Public involvement includes public meetings, newsletters and other mechanisms to ensure that people who have an interest in the park are able to have input into its future. This will ensure that management protects and conserves the area for the benefit, education and enjoyment of all peoples.

The long-term role and direction of the park will be the primary focus of the park management plan. The plan will involve an intensive analysis of values, patterns of use, issues in developing management and zoning prescriptions. Conservation, recreation and culture-heritage management will be addressed, as well as communications and extension activities. Finally, a strategy for plan implementation will be described.

### **Preliminary Zoning**

Figure 2 provides a preliminary zoning plan for the Tatshenshini-Alsek Park. The Tatshenshini-Alsek Park Management Board will undertake an on the ground assessment of the Natural Environment zone boundary and fine tune the boundary if necessary.

Figure 3 provides a list of activities and notes their acceptability, subject to area zoning. The park is zoned in recognition of current use levels and types. Appendix III provides a detailed description for each zone.

### Wilderness Recreation -- Core Area and Tatshenshini-Alsek River Corridor

- Objective: to protect wilderness quality of river corridors; to provide river rafting, kayak and canoeing opportunities within a pristine natural environment; to provide limited air access to support river rafting and park management personnel at designated sites; to permit backcountry camping to provide total protection of all known archaeological and historic sites
- There are two major components to the wilderness recreation zone. The first component consists of the lower portions of the Tatshenshini and Alsek River corridors and a number of tributary valleys. This component is the focus of river rafting use. The second component is away from the river valleys including higher elevation landscapes, icefields and glaciers. Human use in this component is minimal.
- Area: covers the icefields, glaciers, steep slopes, canyons, floodplains and alluvial fans; includes the alpine tundra, alpine meadows and sub-alpine forest; includes all of the Icefield Range Ecoregion and much of the Tatshenshini Basin and Alsek Ecoregions
- Extent: contains 887,930 hectares or 94% of the park's area

### Natural Environment - Haines Road Corridor

- Objective: to provide a limited number of entry points along the Haines Road for fishers, hunters, hikers, naturalists, cyclists, backpackers and horseback tours; snowmobiling, dog-sledding, and backcountry skiing permitted; motorized vehicular access prohibited. Road: includes some of the Tatshenshini Basin Ecoregion
- Area: extends into a select number of currently accessible areas from the Haines Road; access restricted largely to river valley bottoms and valley ridges
- Extent: contains 59,100 hectares or 6% of the park's area

Figure 4
Summary of Acceptable Activities, Uses and Facilities

Activity / Use / Facility	Acceptable Uses
1. First Nations Traditional Uses (E.g. fishing, hunting, gathering, etc.)	Y
2. Licensed Hunting	Y
3. Licensed Fishing	Y
4. Commercial trapping - under permit only	Y
5. Horse Grazing - <i>outfitter/guide</i> and horse packers	M
6. Camping – no-trace camping only	Y
7. Pack Animals (non-exotic) – <i>under permit only</i>	M
8. Pack Animals (exotic)	N
9. Guide Outfitting (hunting) – <i>under permit only</i>	Y
10. Guide Outfitting (fishing) – under permit only	M
11. Guide Outfitting (nature tours) – <i>under permit only</i>	Y
12. Guide Outfitting (river rafting) – under permit only	Y
13. Ski Hills / Cat-Assisted Skiing	N
14. Heliskiing	N1
15. Commercial Recreation (facility-based)	N1
16. Backcountry Huts – <i>under permit only</i>	M
17. Water Control Structures	N1
18. Fish Stocking and Enhancement	N1
19. Utility Corridors (e.g., pipelines, electrical transmission lines)	N
20. Communications Sites	N2
21. Road Access -motorized: vehicular	N
22. Off-road Access motorized-ATV's and other motorized except snowmobiles	N
23. Off-road Access- motorized snowmobiling permitted in natural environment zone only and by permit for up to 10 family trips per yea outside the natural environment zone	Y
24. Off-road Access-non-motorized: e.g., dog-sledding, backcountry skiing	M
25. Motorized Water Access including motor boats, jet boats- under permit only	N2
26. Non-motorized Water Access (e.g., kayaks, canoes)	Y
27. Trail and Road Access (e.g., hiking, cycling)	Y
28. Aircraft Access (low flying fixed and rotor aircraft)	N1
29. Aircraft Access (landing strips / helipads)	M
30. Filming	M
31. Fire Management (suppression)	N1
32. Fire Management (prescribed fire management)	N1
33. Fire Management (prevention)	N1
34. Forest Insect / Disease Control	N1
35. Noxious Weed Control	N1
36. Exotic Insect / Disease Control	N1
37. Scientific Research (specimen collection)	M
38. Scientific Research (manipulative activities)	M

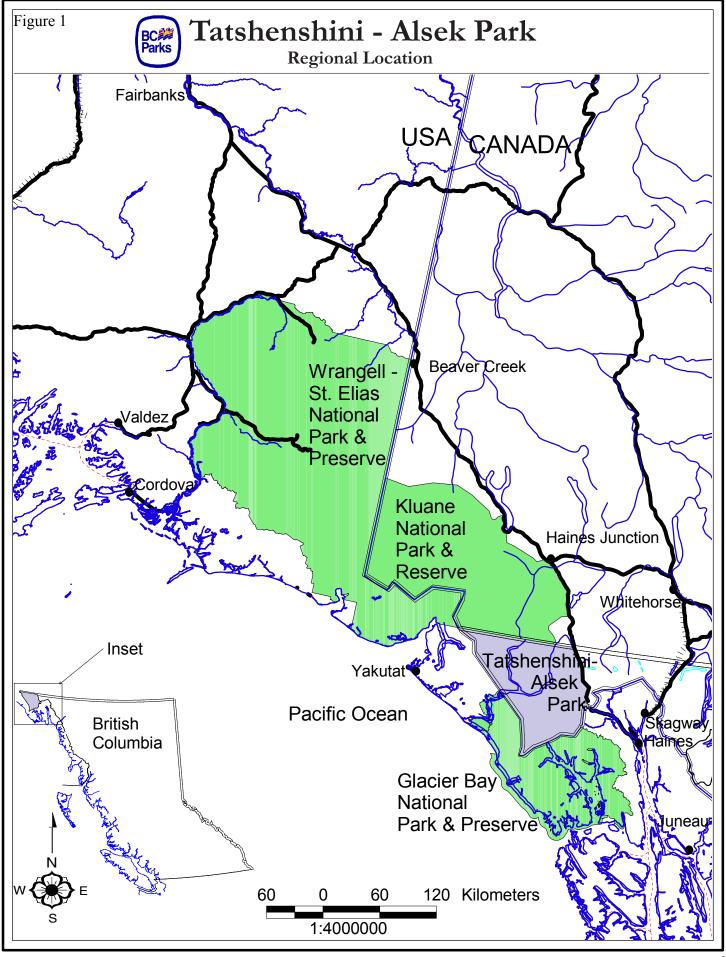
Y = allowed subject to conditions identified in management direction statement or management plan

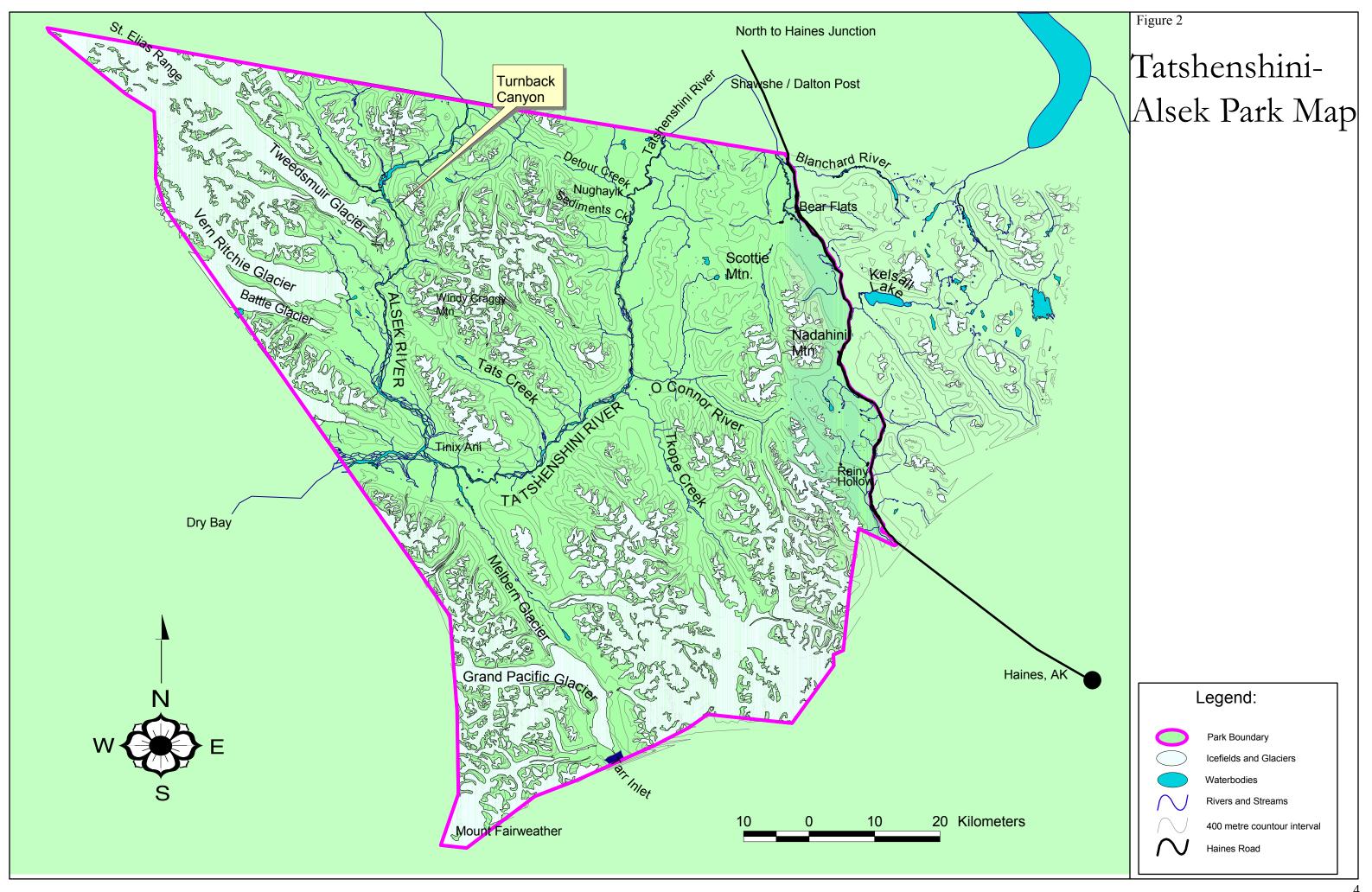
M = may be permitted (i.e., allowed) if compatible with protected area objectives

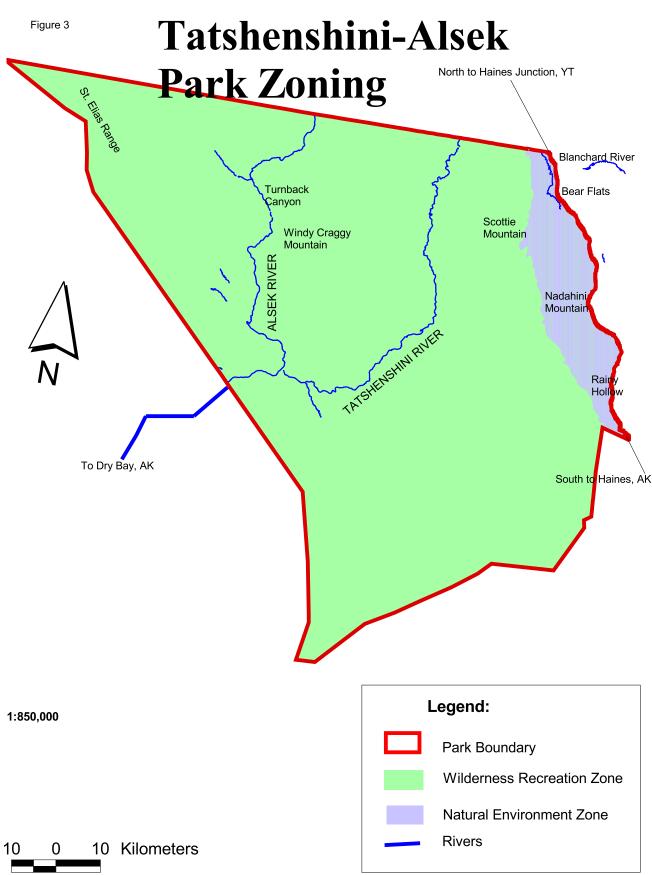
N = not allowed

N1 = allowed for expressed management purposes only

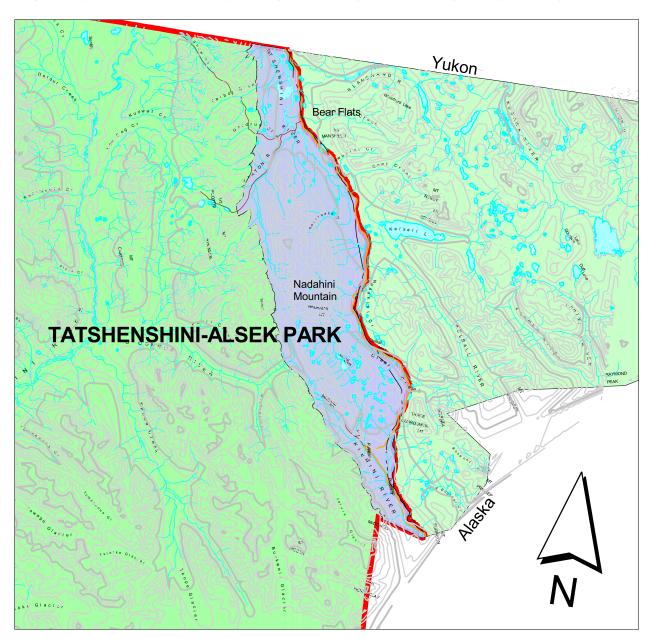
N2 = present and allowed to continue but not normally allowed



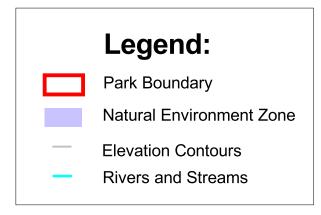




# **Natural Environment Zone Detail**



1:500,000



#### APPENDIX I

#### TATSHENSHINI - ALSEK PARK MANAGEMENT AGREEMENT

#### **BETWEEN:**

THE CHAMPAGNE AND AISHIHIK FIRST NATIONS

and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA ('British Columbia')

(hereinafter referred to as the "Parties")

#### WHEREAS:

- 1) British Columbia and the Champagne and Aishihik First Nations wish to protect in perpetuity the natural and cultural environment in the Tatshenshini-Alsek Park (the "Park") as described in the attached Schedule I.
- 2) British Columbia and the Champagne and Aishihik First Nations recognize the importance of the Park's World Heritage site status.
- 3) British Columbia and the Champagne and Aishihik First Nations recognize that the contiguous parks and protected areas of northwest British Columbia, Alaska and the Yukon comprise the largest international protected area in the world and as a symbol of goodwill and international harmony it will provide opportunities for multijurisdictional cooperation and coordination.
- 4) It is recognized that the Champagne and Aishihik First Nations and British Columbia are making a significant contribution to future generations through their desire to protect the natural and cultural environment of a significant proportion of the Champagne and Aishihik First Nations' traditional territory in British Columbia as represented by the Park.
- 5) The Champagne and Aishihik Fist Nations have aboriginal rights and interests in their traditional territory in British Columbia, which includes the Park.

- 6) British Columbia and the Champagne and Aishihik First Nations have signed a Framework Agreement establishing a process, with Canada, to negotiate a Settlement Agreement (elsewhere referred to as a Transboundary Agreement) with respect to the claims, rights and interests of the Champagne and Aishihik First Nations and view this Agreement as an incremental step towards a Champagne and Aishihik First Nations Settlement Agreement.
- 7) British Columbia and the Champagne and Aishihik First Nations wish to cooperate with one another in the management of the Park.
- 8) The Council of the Champagne and Aishihik First Nations has authorized, the Chief to execute this Agreement and may enact a law authorizing such executive or other actions as may be necessary to perform its terms.
- 9) Order-in-Council 555/96 under *the Environment and Land Use Act* authorizes the Minister of Environment, Lands and Parks to enter into an agreement with the Champagne and Aishihik First Nations.

#### THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1.1 PURPOSE:

1.1 This Agreement sets out the relationship between the Parties with respect to the use and management of the Park from the date of signing this Agreement until such time as it is terminated according to the provisions of this Agreement or replaced by the relevant provisions of the Champagne and Aishihik First Nations Settlement Agreement.

#### 2.0 OBJECTIVES:

- 2.1 The objectives of this Agreement are as follows:
  - (a) to address the rights, interests and opportunities of the Parties set out in this agreement, in the planning, management, maintenance and operation of the Park, in a spirit of mutual respect and understanding, and in accordance with mutually agreed upon principles;
  - (b) to encourage public understanding, appreciation and enjoyment of the Park in a manner which leaves it unimpaired for future generations;
  - (c) to recognize the global significance of the Park as part of the largest international contiguous group of parks and protected areas in the world, and to provide opportunities for multi-jurisdictional cooperation and coordination;
  - (d) to provide for the planning, management and operation of the Park by the Parties in a manner which:
    - (i) is consistent with its designation as a legislated Class A Park and the terms of this Agreement;
    - (ii) recognizes and protects the traditional and current use the Park by the Champagne and Aishihik First Nations and its citizens in the exercise of their traditional rights;
    - (iii) recognizes protects and preserves the rich history of the area comprising the Park, including the culture, history and traditions of the Champagne and Aishihik First Nations;
    - (iv) is deserving of its World Heritage Site status;
    - (v) conserves the natural resources of the Park for their intrinsic and scientific values and for compatible recreational opportunities;
    - (vi) integrates traditional and scientific knowledge in the management of the natural and cultural resources in the Park;

- (vii) recognizes that oral history is a valid and relevant form of research for establishing the historical significance of heritage sites and heritage objects in the Park;
- (viii) recognizes the authority of the Champagne and Aishihik First Nations in the interpretation of aboriginal place names and heritage resources in the Park;
- (e) to identify economic opportunities for the Champagne and Aishihik First Nations in the Park;
- (f) under the direction of the Board established under Section 5.0, to facilitate assumption of the maintenance and operation of the Park by the Champagne and Aishihik First Nations.

#### 3.0 GENERAL

- 3 .1 Each Party represents and warrants to the other Party as follows:
  - (a) that the execution of this Agreement has been duly authorized and that it has the power and capacity to perform its covenants under this Agreement;
  - (b) that this Agreement is a valid and binding agreement enforceable against it in accordance with its terms.
- 3.2 Nothing in this Agreement will affect any aboriginal claim, title, right or interest of the Champagne and Aishihik First Nations in British Columbia.
- 3 .3 This Agreement will not be interpreted as an acknowledgement by either Party that its authority or jurisdiction is limited to or proscribed by the provisions of this Agreement.
- 3.4 This Agreement is without prejudice to:
  - (a) the legislative authorities of British Columbia which apply to the subject matters of this Agreement;
  - (b) any position the Parties may take in the Champagne and Aishihik First Nations Settlement Agreement negotiations.
- 3.5 This Agreement will be interpreted in accordance with the laws of British Columbia.

- 3.6 The Parties will execute further documents and assurances as may be necessary to carry out the intent of this Agreement.
- 3.7 No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the Parties.

#### 4.0 MANAGEMENT PRINCIPLES

- 4.1 It is the intention of the Parties to protect the natural wilderness environment and heritage values of the Park in perpetuity and to maintain and make use of the Park in a way which recognizes the Champagne and Aishihik First Nations rights, culture and history and protects and conserves the area for the benefit, education and enjoyment of all peoples in accordance with its designation as a Class A Park and the terms of this Agreement.
- 4.2 The Parties agree to exercise their respective authorities in a manner consistent with the management principles set out in paragraph 4.1.
- 4.3 The Parties agree to act in a timely manner in the carrying out of functions set out in this Agreement.
- 4.4 The Parties have agreed that the Park will be called the "TATSHENSHINI-ALSEK PARK".

#### 5.0 ESTABLISHMENT OF PARK MANAGEMENT BOARD

- 5 .1 In accordance with their respective authorities, the Parties will establish a Park Management Board (the "Board") on or before June 1, 1996.
- 5.2 The Board will consist of two (2) representatives from British Columbia, one of whom will be the District Parks Manager or designate and two (2) representatives from the Champagne and Aishihik First Nations, one of whom will be the Director, Lands and Resources or designate.
- 5.3 Either the District Parks Manager or designate referred to in paragraph 5.2 shall have the authority delegated pursuant to section 24(1) of the *Park Act*.
- 5.4 The Board will be jointly chaired and consensus based.

- 5.5 The Board may, by consensus, establish rules and procedures for its internal operations.
- Travel cost, per diem remuneration and other reasonable expenses for members of the Board to attend meetings of the Board will be borne by British Columbia subject to an appropriation being available for this purpose in the fiscal year in which the expenses are claimed. BC Parks will request the necessary appropriation. Other monetary issues which may arise in relation to the operation of the Board will be resolved by the Parties.

#### 6.0 FUNCTIONS OF THE BOARD

- 6.1 The Board will manage the Park in accordance with:
  - (a) *the Park Act* and other applicable legislation and accompanying regulations;
  - (b) the management principles set out in paragraph 4.1;
  - (c) the existing aboriginal rights of the Champagne and Aishihik First Nations;
  - (d) the entitlement set out in paragraph 8.1;
  - (e) Champagne and Aishihik First Nations' authorities set out in paragraphs 9.2 and 9.6.
- 6.2 In carrying out its management responsibilities, the Board will endeavour to achieve the objectives set out in paragraph 2.1.
- 6.3 Subject to paragraph 6.5, the District Parks Manager or designate will exercise the authority which has been delegated pursuant to section 24(1) of the *Park Act* in a manner consistent with the consensus decisions of the Board.
- 6.4 The Board will be responsible for the following matters pertaining to the Park:
  - (a) preparation and recommendation of management plans;
  - (b) preparation and recommendation of annual operation plans;

- (c) recommendations respecting annual operations and capital development budgets;
- (d) recommendations respecting issuance and terms of all Park use permits;
- (e) recommendations respecting the award of contracts;
- (f) recommendations respecting fish and wildlife harvesting measures:
- (g) research projects;
- (h) publications and cultural and natural interpretation communications;
- (i) such other matters as the Parties may agree.
- 6.5 In exceptional circumstances and notwithstanding paragraph 6.3, the Minister may, in accordance with paragraphs 6.6 to 6.9, vary, set aside or replace a consensus recommendation or decision of the Board, excluding preparation and recommendation of management plans. This will not apply to the determination of a harvest plan and the Champagne and Aishihik First Nations' harvest allocation under this Agreement.
- Any proposed variation, setting aside or replacement shall be sent back to the Board by the Minister with written reasons within sixty (60) days of the receipt of the recommendation or decision.
- 6.7 The Board, within 30 days of receipt of a variation, setting aside or replacement by the Minister pursuant to paragraph 6.6, shall make a final recommendation or decision and forward it to the Minister with written reasons.
- 6.8 The Minister, within 30 days of receipt of a final recommendation or decision from the Board, may accept, vary it or set it aside or replace it.
- 6.9 Prior to making a final decision to vary, set aside or replace a consensus recommendation of the Board, the Minister shall seek the advice of the Chief of the Champagne and Aishihik First Nations.
- 6.10 If it is necessary to establish a total allowable fish and wildlife harvest within the Park, the Board shall recommend to the Minister a harvest plan and the Champagne and Aishihik First Nations' harvest allocation in accordance with common law principles.

- 6.11 If the Board fails to achieve consensus on a recommendation on any of the matters set out in paragraph 6.10 or if the Minister proposes to vary, set aside or replace a recommendation of the Board on any of those matters, the Minister shall consult with the Champagne and Aishihik First Nations prior to deciding on a harvest plan or the Champagne and Aishihik First Nations' harvest allocation or the variation or setting aside or replacement of the recommendation.
- 6.12 For the purposes of paragraph 6.11, "consult" means to provide:
  - (a) to the Champagne and Aishihik First Nations, notice of a matter to be decided, the measures the Minister proposes to implement, and full disclosure of all information relevant to the proposed measure so that Champagne and Aishihik First Nations may prepare its view on the matter;
  - (b) a reasonable period of time in which the Champagne and Aishihik First Nations may prepare its views on the matter, and an opportunity to present such views to the Minister;
  - (c) full and fair consideration by the Minister of any views presented.
- 6.13 If the Minister and the Champagne and Aishihik First Nations are unable to reach a consensus once the procedure set out in par.6.12 has been completed, the Minister may proceed to establish a harvest plan or, subject to the Champagne and Aishihik First Nations' aboriginal rights, the Champagne and Aishihik First Nations' harvest allocation or vary, set aside or replace the Board's recommendation and notify the Board of the Minister's final decision.
- 6.14 The process for notification of the Board and consultation with the Champagne and Aishihik First Nations shall give due consideration to any statutory or regulatory requirements and timing of the activity or subject matter affected by the recommendation or decision
- 6.15 In the absence of consensus the Board will employ dispute resolution procedures provided for in Section 11.0.
- 6.16 If the dispute resolution fails to achieve consensus, the Board, prior to declaring an impasse, shall seek direction from their respective decision makers.
- 6.17 If the issue remains unresolved it may be referred to the Minister for decision.

6.18 The Parties and Board shall, as soon as practicable, implement all recommendations and decisions that have been approved through the procedures set out in this Section.

#### 7.0 PARK MANAGEMENT PLANS

- 7.1 Any Park management plan prepared pursuant to paragraph 6.4(a) shall:
  - (a) recognize the rights and interests of the Champagne and Aishihik First Nations and the long association of the Champagne and Aishihik First Nations with the area comprising the Park;
  - (b) conform with the provisions of the *Park Act* and its accompanying regulations;
  - (c) reflect the Park's status as a Class A Park and World Heritage Site;
  - (d) outline a vision for the Park including its stewardship and patterns of uses;
  - (e) provide for the protection of fish and wildlife habitat;
  - (f) minimize interference to natural processes so that ecosystems will continue to evolve naturally;
  - (g) be applied in a manner that allows the continuation of natural fish and wildlife population levels;
  - (h) place particular emphasis on routes, methods and modes of access and control, timing and location of visitor activities and harvesting by Champagne and Aishihik First Nations' citizens in order to ensure visitor safety and avoid conflicts;
  - (i) identify the commercial, economic, contract, training and employment opportunities for the Champagne and Aishihik First Nations within the Park, in order to further the objectives set out in Section 10.0; and
  - (j) allow for the development of land based and ancillary activities related to the Champagne and Aishihik First Nations' fisheries to the extent that it is within the jurisdiction of the Parties to allow such activities.

- 7.2 During the preparation stage of any Park management plan, the Board will provide for a public consultation process.
- 7.3 The Board will use best efforts to prepare a park management plan and recommend it to the Parties for their approval on or before April 1, 1998 or any extension the Board may approve.
- 7.4 If the Board fails to achieve consensus within the timelines established in paragraph 7.3, it will refer this matter to mediation pursuant to Section 11.0.
- 7.5 Failure to achieve consensus on the management plan through mediation may result in termination of this Agreement in the manner set out in paragraph 16.1(b).

#### 8.0 HARVESTING

- 8.1 The Champagne and Aishihik First Nations and its citizens are entitled to extract and harvest the resources of the lands and waters of the Park for their food and social and ceremonial purposes and to use traditional or contemporary methods in the exercise of that entitlement.
- 8.2 Champagne and Aishihik First Nations' citizens exercising their entitlement shall be subject to limitations established:
  - (a) by Champagne and Aishihik First Nations' laws;
  - (b) by British Columbia laws with respect to conservation, public health and public safety that apply to the Champagne and Aishihik First Nations' citizens exercising aboriginal rights.
- 8.3 The Champagne and Aishihik First Nations is a self-go verning First Nation within the meaning of the *Yukon First Nations Self-Government Act*. S.C.1994, c.35 and has the power to enact the laws referred to in sub-paragraph 8.2(a).
- 8.4 British Columbia will ensure that the spirit and intent of this Agreement, and in particular the provisions of paragraphs 8.1 and 8.2, are conveyed to government agencies, including enforcement agencies.

### 9.0 CULTURE AND HERITAGE

- 9.1 For the purposes of this Section, "heritage site areas" means former Champagne and Aishihik First Nations' community sites and other areas of special significance identified and listed in accordance with the process set out in paragraphs 9.3 and 9.4.
- 9.2 The Champagne and Aishihik First Nations have sole authority over the following matters related to the Park:
  - (a) the use of aboriginal languages;
  - (b) the provision of aboriginal place names;
  - (c) the naming of former Champagne and Aishihik First Nations' community sites and heritage routes; and
- (d) the interpretation' and depiction of the aboriginal history and traditional land use as known through archival; archaeological, anthropological, toponymic and oral history research and sources.
- 9.3 British Columbia and the Board will work cooperatively with the Champagne and Aishihik First Nations to identify heritage site areas within the Park.
- 9.4 The Board will maintain a list of these heritage site areas and, in cooperation with the Champagne and Aishihik First Nations, update it from time to time.
- 9.5 Disclosure of information by British Columbia, about the Champagne and Aishihik First Nations' heritage site areas and ethnographic objects in the Park, to persons other than employees and agents of British Columbia who require the information in order to carry out their responsibilities will result in:
  - (a) harm to the conduct of the relationship between British Columbia and the Champagne and Aishihik First Nations;
  - (b) harm to the conduct of negotiations toward a Champagne and Aishihik First Nations Settlement Agreement; and
  - (c) damage to or interference with the conservation of these site areas and ethnographic objects.

- 9.6 The Champagne and Aishihik First Nations have the authority to use, manage, conserve and protect heritage site areas in the Park in a manner that is consistent with the purpose and objectives of this Agreement and the provisions of the Park management plan.
- 9.7 The Board may recommend such further actions as may be required to give effect to the intent of paragraph 9.6. The District Parks Mana ger will, if required by the *Park Act*, issue to the Champagne and Aishihik First Nations Park use permits to give effect to the intent of paragraph 9.6.
- 9.8 The Board will work cooperatively with the Champagne and Aishihik First Nations to preserve, protect and portray Champagne and Aishihik First Nations' culture and history as represented in the Park. The Champagne and Aishihik First Nations shall propose provisions for inclusion in the Park management plan with respect to matters set out in this Section.
- 9.9 The Champagne and Aishihik First Nations may enter into any agreement with British Columbia under the *Heritage Conservation Act*, including a formal agreement within the meaning of section 3.1 of that *Act*. Any such agreement shall be consistent with the purpose and objectives of this Agreement and tie provisions of the Park management plan.

# 10.0 ECONOMIC OPPORTUNITIES

- 10.1 The Parties will work together to identify and optimize commercial, economic, training and employment opportunities for the Champagne and Aishihik First Nations, in ways which are consistent with the purpose and objectives of this Agreement.
- 10.2 The Board will have an objective to develop and realize commercial, economic, contract, training and employment opportunities for the Champagne and Aishihik First Nations associated with the Park that are consistent with the provisions of the management plan. To achieve this objective, the Board shall provide preferential but not exclusive opportunities to the Champagne and Aishihik First Nations and its citizens and may recommend:
  - (a) the sponsorship of training programs or on-the-job training;

- (b) the reduction of the scope of tendered contracts to match the capacity of the Champagne and Aishihik First Nations' businesses;
- (c) the control of the timing of developments within the Park to allow the Champagne and Aishihik First Nations' businesses to develop the capacity to take advantage of the development opportunities; and
- (d) the refusal of the issuance of a new Park use permit to an applicant or limitation on the duration of new Park use permits in order to allow the Champagne and Aishihik First Nations' businesses time to develop the-capacity to take advantage of the economic opportunity that would be authorized by new Park use permits.
- 10.3 The Board may consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities, terms and conditions for Park use permits and job descriptions for employment opportunities within the Park to achieve the objectives set out in paragraphs 10.1 and 10.2.
- 10.4 Under the direction of the Board, the Parties will work together to. facilitate assumption of the maintenance and operation of the Park by the Champagne and Aishihik First Nations from BC Parks.
- 10.5 If the Champagne and Aishihik First Nations gives at least six (6) months notice to British Columbia of Champagne and Aishihik First Nations' readiness to assume, in whole or in part, the maintenance and operation of the Park on the first day of April 1998, or on the first day of April in any year thereafter, the Parties will endeavour to negotiate in good faith, a contract under which Champagne and Aishihik First Nations would assume, in whole or in part, the maintenance and operation of the Park.
- 10.6 The negotiation of this contract would be based on the following principles:
  - (a) the specific maintenance and operation functions included in the notice of readiness may be transferred from BC Parks to the Champagne and Aishihik First Nations;
  - (b) the Champagne and Aishihik First Nations will be entitled to employ its own employees or contractors;

- (c) subject to a suitable appropriation of funding by BC Parks; and the standards of maintenance and operation will not be less than those applicable throughout the BC Parks system and will be awarded in accordance with generally accepted contract practices, prices and procedures.
- 10.7 If the Parties fail to reach agreement on the terms of a contract regarding the assumption of the maintenance and operation of the Park by the Champagne and Aishihik First Nations, the Parties shall use dispute resolution procedures to assist in reaching a mutually satisfactory resolution of the dispute.

## 11.0 DIPUTE RESOLUTION

- 11.1 To achieve consensus on disputed matters, the Board will employ dispute resolution measures in a non-adversarial and informal manner.
- 11.2 These measures may include mediation and, with the agreement of all Board members, other dispute resolution procedures which may assist the Board members to achieve consensus.
- 11.3 The costs of the dispute resolution process will be borne equally by the Parties.
- 11.4 If disputes about this Agreement arise between them, the Parties may use dispute resolution procedures to assist in reaching a mutually satisfactory resolution of the dispute.
- 11.5 If any Party commences proceedings in respect of this Agreement, any dispute resolution process undertaken by the Parties or the Board will be terminated.

#### 12.0 INTERNATIONAL CONSIDERATIONS

- 12.1 The Parties recognize the following:
- (a) that the contiguous parks and protected areas of northwest British Columbia, Alaska and the Yukon comprise the largest international protected area in the world; and

- (b) that an important part of the cultural heritage and natural values of the Park derives from its relationship to those contiguous parks and protected areas.
- 12.2 As a symbol of goodwill and international harmony, the Parties agree to participate with other jurisdictions in the establishment of an International Panel (the "Panel".). The Panel will include an equal number of representatives British Columbia and the Champagne and Aishihik First Nations.
- 12.3 The Parties will work together to facilitate the establishment of a regional centre for training in the protection, conservation and presentation of cultural and natural heritage as referred to in Article 5 of the World Heritage Convention.

# 13.0 FUNDING

- 13.1 The Parties will work together to address funding issues as they arise. Financing for the implementation of any specific project or activity stemming from this Agreement may be negotiated by the Parties.
- 13.2 Where appropriate, the Parties will endeavour to secure resources from other sources that may be available to each of them.

## 14.0 SETTLEMENT AGREEMENT NEGOTIATIONS

- 14.1 The Parties reaffirm their commitment to negotiate, with Canada, a Champagne and Aishihik First Nations Settlement Agreement in accordance with the provisions of the Framework Agreement signed on August 14, 1995.
- 14.2 The Parties recognize that the timelines for completion of the Agreement-in-Principle set out in the Framework Agreement referred to in paragraph 14.1 will require amendment and will seek Canada's agreement on those amendments.
- 14.3 The Parties recognize that this Agreement will be used to inform the negotiations referred to in paragraph 14.1 and that other matters of mutual interest may best be addressed in a Champagne and Aishihik First Nations Settlement Agreement.

#### 15.0 AMENDMENT

- 15.1 This Agreement may be amended by written agreement of the Parties.
- 15.2 British Columbia will make reasonable efforts to:
  - (a) a consult with the Champagne and Aishihik First Nations before amending *the Park Act* in any way which will substantially affect the rights of the Champagne and Aishihik First Nations under this Agreement; and .
  - (b) negotiate in good faith with the Champagne and Aishihik First Nations' amendments to this Agreement which may be required as a result of amendments to legislation or regulations which affect the Champagne and Aishihik First Nations' rights under this Agreement.

#### 16.0 TERMINATION

- 16.1 This Agreement shall remain in effect until:
  - (a) terminated by either Party on six (6) months written notice to the other Party stating the reasons for termination;
  - (b) terminated by either Party by providing written notice to the other Party no sooner than ninety (90) days from the date of the referral to mediation pursuant to paragraph 7.5; or
  - (c) until a Champagne and Aishihik First Nations Settlement Agreement is signed and ratified by the Parties and the Government of Canada and is in effect.
- 16.2 The Parties will review this Agreement annually, on or about the anniversary date of this Agreement, to ensure that its objectives continue to be met, and will consider amendments to this Agreement which may be required to further its objectives in the manner set out in p a r a g r a p h 15.1.
- 16.3 While this Agreement is in effect, the Champagne and Aishihik First Nations will not commence any legal proceedings to challenge the validity of the order-in-council or legislation establishing the Park.

- 16.4 In any proceedings between the Parties, neither Party shall argue that it has been prejudiced by delays incurred as a result of its participation in the negotiation of this Agreement, or the processes established by or under this Agreement.
- 16.5 This Agreement will not affect any position the Parties may take in proceedings between them before any Court or administrative tribunal or otherwise. In particular, neither this Agreement nor the performance of its terms will affect the position either Party may take in proceedings related to the establishment of the Park or the effect of the establishment of the Park on their respective rights.

## **17.0 NOTICE**

17.1 For the purposes of this Agreement, notice shall be deemed received after being hand delivered or transmitted by facsimile and sent to the attention of the following persons at the respective addresses:

Chief and Council Champagne and Aishihik First Nations P.O. Box 5309 Haines Junction, Yukon YOB 1L0 fox: (403)634, 2108

fax: (403)634-2108

District Manager Skeena District Bag 5000, 3790 Alfred Avenue Smithers, BC VOJ 2N0

fax: (603) 847-7659

IN WITNESS THEREOF the Parties have executed this Agreement this 29th day of April, 1996.

SIGNED on behalf of the Champagne and Aishihik First Nations

Chief Paul Birckel

In the presence of:

Witness

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia

Honourable Moe Sihota

In the presence of:

Witness

# APPENDIX II Red and Blue Listed Vertebrates and Vascular Plants

Scientific Name	Common Name	<b>Prov List</b>	Survey Site
VERTEBRATES			
Limnodromus Griseus	Short-Billed Dowitcher	Blue	Low Fog Creek, "Shini
			Lakes"
Sorex Tundrensis	Tundra Shrew	Blue	Haines Road, Kelsall Lake
Zapus Hudsonius Alascensis	Meadow Jumping	Blue	O'Connor River, "Shini
	Mouse, Alascensis Subspecies		Creek"
VASCULAR PLANTS	Subspecies		
Aphragmus Esch	Hilky Draba	Blue	Birch Mountain
Epilopium Eschscholtzianus	Eschscholtz's Litte	Blue	Sediment Creek
	Nightmare		
Arabis Lignifera	Woody-Branched	Blue	Low Fog Creek
	Rockcress		D 111 (T 1 1 1 1 C1 ))
Artemisia Alaskana	Alaska Sagebrush	Blue	Dollis (Ts'ach'än Chù)
Artemisia Furcata Var	Three-Forked Hugwort	Blue	Creek
Heterophylla	T 1 M'11 W 4 1	DI	Southwest of Dollis Creek
Astragalus Umbellatus	Tundra Milk-Vetch	Blue	Haines Road, Mile 79 and
Carex Bicolor	Two-Coloured Sedge	Blue	other locations
Carex Bicoloi	I wo-Colouled Seage	Diue	Tats Creek, Upper West Fork and other locations
Carex Membranacea	Fragile Sedge	Blue	Haines Road, Mile 79 and
Curent Wiemerunaeeu	Trughte Souge	Biac	other locations
Castilleja Hyperborea	Northern Paintbrush	Blue	Tats Creek and other
3 31			locations
Diapensia Lapponica	Diapensia	Blue	May Glacier/Melbern
			Glacier and other locations
Draba Corymbosa	Baffin's Bay Draba	Blue	Tkope River and other
D1 - Fl- 4.::-	A tui Du-1 -	Disco	locations
Draba Fladnizensis Draba Glabella Var Glabella	Austrian Draba Smooth Draba	Blue Blue	Dollis Creek, Southwest of
Diada Giadella Val Giadella	Sillouli Diava	Diuc	Klenini River and other locations
Draba Stenopetala	Star-Flowered Draba	Red	Dollis Creek, Southwest of
Euphrasia Arctica Var	Arctic Eyebright	Blue	Tweedsmuir Glacier and
T	,		other locations
Juncus Albescens	Whitish Rush	Blue	Nadahini Creek/Mule
			Creek, South of and other
			locations
Koenigia Islandica	Iceland Koenigia	Blue	Three Guardsmen Lake
Lesquerella Arctica Var	Arctic Bladderpod	Blue	Tatshenshini River
Lupinus Kuschel	Yukon Lupine	Blue	Alsek River, Near Easy
Minuartia Elegans	Northern Sandwort	Blue	Creek and other locations
Oxytropis Jordal II SSP	Jordal's Locoweed	Blue	Tats Lake Tats Creek, Upper West
011, 11 0 0 1 dai 11 0 0 1	Jordan S Ecoco Wood	2140	Fork and other locations
Polemonium Boreale	Northern Jacob's-	Blue	Tats Glacier
	Ladder		1410 0140101
Primula Cunelfolia SSP	Wedge-Leaf Primrose	Blue	Tats Creek, Headwaters and
			other locations
Salix Setchelliana	Setchell's Willow	Blue	Alsek River, At Easy Creek
			and other locations

Scientific Name	Common Name	Prov List	Survey Site
VASCULAR PLANTS			
Saxifraga Serpyllifolia	Thyme-leaved Saxifrage	Blue	Barrier Ridge and other locations
Senecio Ogotorukensis	Purple-Haired Grounsel	Blue	Nadahini Mountain and other locations
Senecio Sheldonensis	Mount Sheldon Butterweed	Blue	Three Guardsmen Pass and other locations
Senecio Tundricola	Northern Goundsel	Blue	Barrier Ridge
Tofieldia Coccinea	Northern False	Blue	Tomahnous
	Asphodel		Creek/Tatshenshini River, 6
			1/2 km northwest of

Red listed Species are species that will be considered for designation for endangered or threatened status.

Blue listed species are considered sensitive and/or deserving to be "red flagged" for management attention because of major declines in their population. These species may be on the list because of an inadequate understanding of their status. They are not presently considered as endangered.

# APPENDIX III Zoning Description

	Natural Environment	Wilderness Recreation
OBJECTIVE	To protect scenic values and to provide for backcountry recreation opportunities in a largely undisturbed natural environment	To protect a remote, undisturbed natural landscape and to provide backcountry recreation opportunities dependent on a pristine environment where air access may be permitted to designated sites.
USE LEVEL	Relatively low use but higher levels in association with nodes of activity or access	Very low use, to provide solitary experiences and a wilderness atmosphere. Use may be controlled to protect the environment.
MEANS OF ACCESS	Mechanized (powerboats, snowmobiles, all terrain vehicles), non-mechanized (foot, horse, canoe, bicycle). Aircraft and motorboat access to drop-off and pickup points will be permitted.	Non-mechanized; except may permit low frequency air access to designated sites; foot, canoe; horses may be permitted.
LOCATION	Removed from all-weather roads but easily accessible on a day-use basis. Accessible by mechanized means such as boat or plane.	Remote; generally not visited on a day-use basis.
SIZE OF ZONE	Can range from small to large	Large; greater than 5,000 ha.
BOUNDARY DEFINITION	boundaries should consider limits of activity/facility areas relative to ecosystem characteristics and features.	Defined by ecosystem limits and geographic features. Boundaries will encompass areas of visitor interest for specific activities supported by air access. Will be designated under the <b>Park Act</b> .
RECREATION OPPORTUNITIES	Walk-in/boat-in camping, power-boating, hunting, canoeing, kayaking, backpacking, historic and nature appreciation, fishing, cross-country skiing, snowmobiling, river rafting, horseback riding, and specialized activities.	Backpacking, canoeing, kayaking, river rafting, nature and historic appreciation, hunting, fishing, cross-country skiing, snowshoeing, horseback riding, specialized activities (e.g. caving, climbing).
FACILITIES	Moderately developed for user convenience. trails, walk-in, boat-in campsites, shelters; accommodation buildings may be permitted; facilities for motorized access, e.g. docks, landing strips, fuel storage	Minimal facility development. Limited development for user convenience and safety, and protection of the environment, e.g. trails, primitive campsites, etc. Some basic facilities at access nodes, e.g. dock, primitive shelter, etc.

	Natural Environment	Wilderness Recreation
IMPACTS ON NATURAL ENVIRONMENT	Area where human presence on the land is not normally visible, facility development limited to relatively small areas. Facilities are visually compatible with natural setting	Natural area generally free of evidence of modern human beings. Evidence of human presence is confined to specific facility sites. Facilities are visually compatible with natural setting.
MANAGEMENT GUIDELINES	Oriented to maintaining a natural environment and to providing a high quality recreation experience. Visitor access may be restricted to preserve the recreation experience or to limit impacts. Separation of less compatible recreational activities and transportation modes.  Designation of transportation may be necessary to avoid potential conflicts (e.g. horse trails, cycle paths, hiking trails).	Oriented to protecting a pristine environment. Management actions are minimal and not evident. Managed to ensure low visitor use levels. Visitor access may be restricted to protect the natural environment and visitor experience.
EXAMPLES OF ZONING	Core area in Cathedral Park; North beach in Naikoon Park	Quanchus Mountains Wilderness in Tweedsmuir Park; Wilderness Zone in Spatsizi Park.