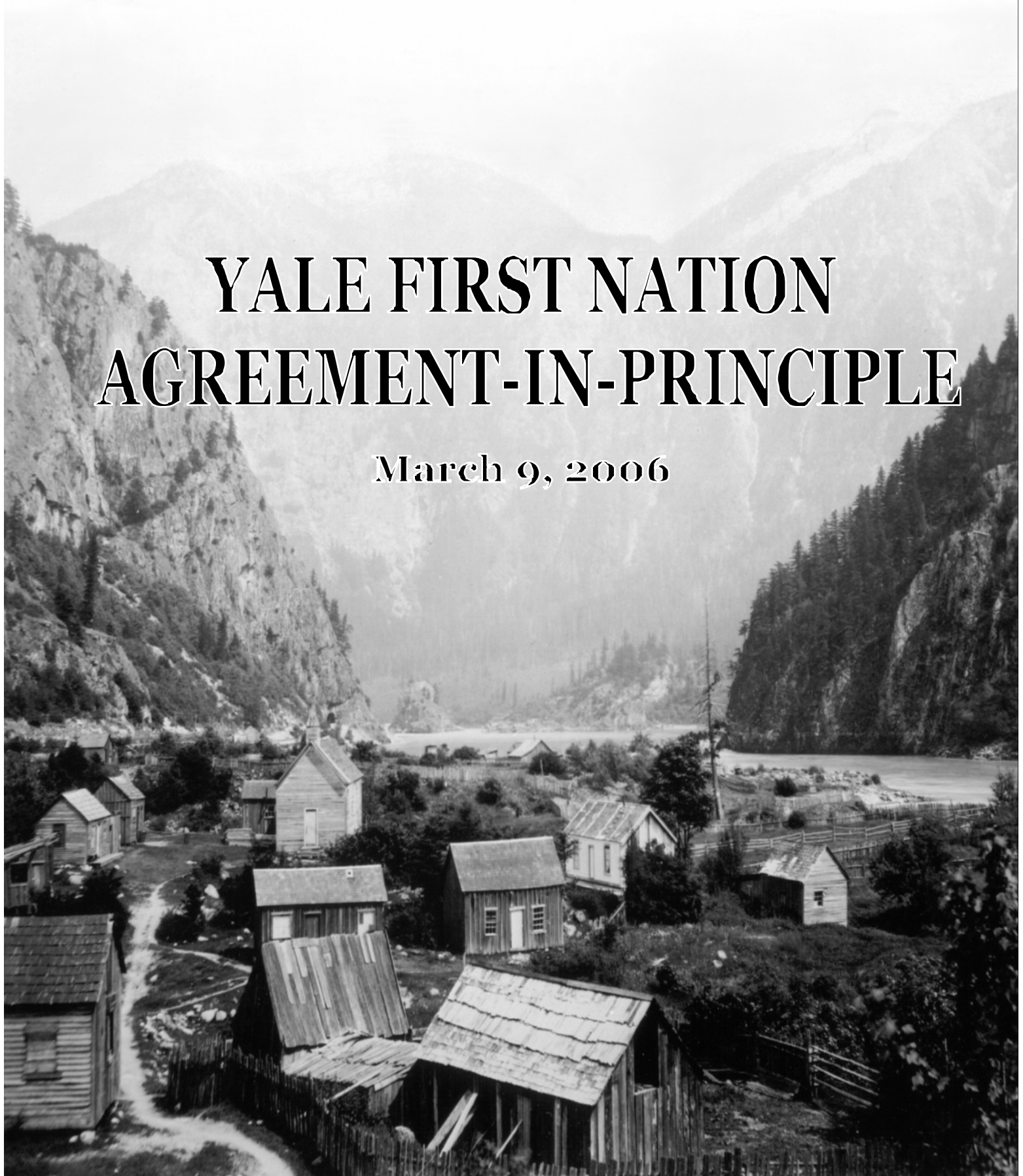


YALE FIRST NATION AGREEMENT-IN-PRINCIPLE

March 9, 2006



Canada 



YALE FIRST NATION



YALE FIRST NATION AGREEMENT IN PRINCIPLE

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YALE FIRST NATION TREATY NEGOTIATIONS
AGREEMENT IN PRINCIPLE

PREAMBLE

WHEREAS

1. Yale First Nation Members are aboriginal people of Canada who assert that their culture is tied to their traditional territories stated in their Statement of Intent submitted to the British Columbia Treaty Commission;
2. Canada and British Columbia have entered into and conducted these negotiations as recommended by “The Report of the British Columbia Claims Task Force” without making admissions of aboriginal rights or the extent of traditional territories stated in the Statement of Intent submitted by Yale First Nation to the British Columbia Treaty Commission;
3. Yale First Nation asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;
4. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;
5. The Parties intend to negotiate a Final Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;
6. The negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;
7. It is an important objective of Yale First Nation to preserve, protect, and enhance the economy, heritage, language and culture of Yale First Nation;
8. Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and the courts have stated that aboriginal rights include aboriginal title;
9. The Parties desire certainty in respect of Yale First Nation ownership and use of lands and resources, Yale First Nation law-making authority and the relationship of Federal Law, Provincial Law, and Yale First Nation Law;
10. The Parties desire that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by the extinguishment of rights;

11. The Parties have negotiated this Agreement under the British Columbia Treaty Process; and
12. This Agreement sets out the principles agreed by the Parties as the basis for negotiating a Final Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1

DEFINITIONS

1. **“Aboriginal Land Right”** means any aboriginal right, including aboriginal title, that relates to or affects lands, waters, wildlife, fish or other natural resources.
 2. **“Aboriginal Self-Government Land Right”** means any aboriginal right to self-government that relates to or affects lands, waters, wildlife, fish or other natural resources.
 3. **“Agreement”** means this Agreement-in-Principle.
 4. **“Allocation”** means
 - a) in respect of a right to harvest Fish and Aquatic Plants:
 - i. a defined harvest quantity or quota;
 - ii. a formula defining a harvest quantity or quota; or
 - iii. a defined harvest area within the Yale First Nation Fishing Area;
under the Final Agreement; and
 - b) in respect of a right to harvest Wildlife or Migratory Birds:
 - i. a defined harvest quantity or quota; or
 - ii. a formula defining a harvest quantity or quota;
of a Designated Wildlife Species or a Designated Migratory Bird Population for Yale First Nation under the Final Agreement.
 5. **“Ancient Human Remains”** means human remains discovered within the Yale First Nation Area that are:
 - a) determined to be of aboriginal ancestry; and
 - b) not of forensic concern.
 6. **“Applicant”** means:
 - a) an individual applying for enrolment under the Final Agreement on behalf of himself or herself;
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- b) a Minor who is represented by an individual who has the legal authority to manage the Minor's affairs; or
 - c) an adult who is represented by an individual who has the legal authority to manage the adult's affairs.
7. **"Aquatic Plants"** includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season.
8. **"Associated Burial Object"** means an object that, by its attributes or location, can be demonstrated to have been placed in direct association with the burial of a human being as part of a burial practice or ritual.
9. **"Available Flow"** means the volume of flow of water above that required:
- a) to ensure conservation of Fish and Stream habitats and to continue navigability in accordance with Federal and Provincial Law and with the provisions of the Final Agreement; and
 - b) under water licences issued before a water reservation is established for Yale First Nation and water licenses issued under applications made before a water reservation is established for Yale First Nation.
10. **"Band"** means a band within the meaning of section 2 of the *Indian Act*.
11. **"Capital Transfer"** means an amount paid by Canada or British Columbia to Yale First Nation under the Capital Transfer and Negotiation Loan Repayment Chapter.
12. **"Conflict"** means where compliance with one law or requirement would result in a breach of another law or requirement.
13. **"Consolidated Revenue Fund"** means the general pool of all income of the federal government, such as tax, tariff and license fee income, and profits from Crown corporations. All money received by the federal government must be credited to this fund and be properly accounted for.
14. **"Consolidated Revenue Fund Lending Rate"** means the published amortized rate of interest established by the Federal Minister of Finance as the lending rate in respect of borrowing from the Consolidated Revenue Fund.
15. **"Consult"** and **"Consultation"** mean provision to a party of:
- a) notice of a matter to be decided, in sufficient detail to permit the party to prepare its views on the matter;
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- b) in consultations between the Parties to the Final Agreement, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its views on the matter;
 - c) a reasonable period of time to permit the party to prepare its views on the matter;
 - d) an opportunity for the party to present its views on the matter; and
 - e) a full and fair consideration of any views on the matter so presented by the party.
16. **“Crown”** means Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of British Columbia, as the case may be.
17. **“Crown Corridors”** means those lands set out in Appendix F.
18. **“Designated Migratory Bird Population”** means a population of a species of Migratory Birds that has been designated by the Minister in accordance with paragraph 31 of the Migratory Birds Chapter.
19. **“Designated Wildlife Species”** means a species of Wildlife for which the Minister has determined that there should be a total allowable harvest in the Wildlife Harvest Area.
20. **“Domestic Purposes”** means food, social and ceremonial purposes and does not include sale.
21. **“Ecological Reserve”** means provincial Crown land that is set aside as an ecological reserve under Provincial Law located wholly or partially within the Yale First Nation Area unless otherwise specified.
22. **“Effective Date”** means the date upon which the Final Agreement takes effect.
23. **“Eligibility Criteria”** means the criteria listed in paragraph 1 of the Eligibility and Enrolment Chapter.
24. **“Enhancement Initiative”** means an initiative that is intended to result in an increase in Fish stocks through:
- a) an artificial improvement to Fish habitat; or
 - b) the application of Fish culture technology.
25. **“Enrolment Appeal Board”** means the enrolment appeal board established under paragraph 20 of the Eligibility and Enrolment Chapter.
26. **“Enrolment Committee”** means the enrolment committee established under paragraph 11 of the Eligibility and Enrolment Chapter.
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27. **“Enrolment Register”** means a list of persons who have been accepted for enrolment under the Eligibility and Enrolment Chapter.
28. **“Environment”** means the components of the earth and includes:
- a) air, land and water;
 - b) all layers of the atmosphere;
 - c) all organic and inorganic matter and living organisms; and
 - d) the interacting natural systems that include components referred to in paragraph 28 a) to c).
29. **“Environmental Assessment”** means an assessment of the environmental effects of a project.
30. **“Environmental Emergency”** means an uncontrolled, unplanned or accidental release, or release in contravention of laws or regulations, of a substance into the Environment, or the reasonable likelihood of such a release into the Environment, that:
- a) has or may have an immediate or long-term harmful effect on the Environment;
 - b) constitutes or may constitute a danger to the Environment on which human life depends; or
 - c) constitutes or may constitute a danger in Canada to human life or health.
31. **“Federal and Provincial Law”** means Federal Law and Provincial Law.
32. **“Federal Expropriating Authority”** means a federal department or agency or any person who would otherwise have the authority to expropriate land under Federal Law.
33. **“Federal or Provincial Law”** means Federal Law or Provincial Law.
34. **“Federal Law”** includes federal legislation, statutes, regulations, ordinances, Orders-in-Council, bylaws, and the common law.
35. **“Federal Project”** means a project, as defined under the *Canadian Environmental Assessment Act*, that is subject to an Environmental Assessment under that Act.
36. **“Final Agreement”** means the agreement among Yale First Nation, Canada and British Columbia that will be negotiated based on this Agreement.
37. **“First Nation Negotiation Support Agreement”** means an agreement respecting loan funding allocated to Yale Band by Canada directly, or through the British Columbia Treaty Commission or by British Columbia Treaty Commissioners.
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38. “**Fish**” includes:
- a) shellfish, crustaceans and marine animals;
 - b) the parts of fish, shellfish, crustaceans, and marine animals; and
 - c) the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals;
- but does not include Wildlife Fish.
39. “**Forest Resources**” means all Timber Resources and Non-timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish, Aquatic Plants or Wildlife Fish.
40. “**Forest Road**” means a road on provincial Crown land constructed for the purpose of conducting forest activities.
41. “**Gathering Plan**” means a plan, prepared by Yale First Nation for approval by the Minister, which sets out when and where Yale First Nation Members will be harvesting Plants, which Plants will be harvested and quantities to be harvested.
42. “**Geothermal Resources**” means the natural heat of the earth and all substances that derive thermal energy from it, including steam, water, and water vapour and all substances dissolved in the steam, water or water vapour, but does not include:
- a) water that has a temperature less than 80 degrees Celsius at the point where it reaches the surface; or
 - b) hydrocarbons.
43. “**Governance Agreement**” means the agreement among Yale First Nation, Canada and British Columbia contemplated by the Governance Chapter.
44. “**Gravel**” means gravel, rock, random borrow materials and sand.
45. “**Groundwater**” means water below the surface of the ground.
46. “**Heritage Site**” means a heritage site as defined by Provincial Law and includes an archaeological site, burial site, historical site and sacred site.
47. “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1. (5th Supp.).
48. “**Income Tax Act (British Columbia)**” means the *Income Tax Act*, R.S.B.C. 1996, c. 215.
49. “**Indian**” means a person who is registered as an Indian or is entitled to be registered as an Indian under the *Indian Act*.
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50. “**Indian Act**” means the *Indian Act*, R.S.C 1985, c. I-5.
51. “**Initial Enrolment Period**” means the period of time before the Effective Date, not exceeding one year, during which the Enrolment Committee is responsible for the enrolment process.
52. “**Intellectual Property**” includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs or plant breeders’ rights.
53. “**Migratory Birds**” means migratory birds, as defined under Federal Law that is enacted further to international conventions that are binding on British Columbia, and, for greater certainty, includes their eggs.
54. “**Migratory Birds Harvest Area**” means the Yale First Nation Area.
55. “**Minister**” means, in relation to any matter, the Minister or Ministers of Her Majesty the Queen in right of Canada or in right of British Columbia, as the case may be, having the responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes a person with authority to act on behalf of the relevant Minister in respect of the matter in question.
56. “**Minor**” means a person under the age of majority under Provincial Law.
57. “**National Historic Site**” means any place declared to be of national historic interest or significance by the Minister under Federal Law.
58. “**National Park**” means federal Crown land that is named and described as a National Park in the schedules to the *Canada National Parks Act* and is within the Yale First Nation Area.
59. “**National Park Reserve**” means federal Crown land that is named and described as a National Park Reserve in the schedules to the *Canada National Parks Act* and is within the Yale First Nation Area.
60. “**Natural Gas**” means all fluid hydrocarbons that are not defined as Petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well.
61. “**Non-timber Resources**” means all Forest Resources other than Timber Resources.
62. “**Parties**” means Yale First Nation, Canada and British Columbia, and “**Party**” means any one of these.
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63. **“Petroleum”** means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be removed from oil sand or oil shale.
64. **“Plants”** includes all flora and fungi but does not include Aquatic Plants or Timber Resources except for bark, branches and roots of Timber Resources.
65. **“Protected Area”** includes any land, located wholly or partially within the Yale First Nation Area unless otherwise specified, that is set aside or designated for any representative natural resource, recreation, conservation, historic or similar value under Federal or Provincial Law, but does not include a Provincial Park, Ecological Reserve, National Park, National Park Reserve, or National Historic Site.
66. **“Provincial Law”** includes provincial legislation, statutes, regulations, ordinances, Orders-in-Council, bylaws, and the common law.
67. **“Provincial Park”** means provincial Crown land that is established as a provincial park under Provincial Law and is within the Yale First Nation Area.
68. **“Provincial Project”** means a reviewable project, as defined under the *British Columbia Environmental Assessment Act*, that is subject to an Environmental Assessment under that Act.
69. **“Provincial Road”** means a road, including the road allowance, that is on provincial Crown land.
70. **“Public Planning Process”** means a public planning process established by British Columbia to develop:
- a) regional land or resource use management plans or guidelines, including land and resource management plans, landscape unit plans under the forest practices code, and integrated watershed plans; and
 - b) public plans or guidelines for specific sectors such as commercial recreation and aquaculture, but not operational plans that give specific direction to government staff.
71. **“Public Utility”** means a person, or the person’s lessee, trustee, receiver or liquidator, that owns or operates in British Columbia equipment or facilities for the:
- a) production, gathering, generating, processing, storage, transmission, sale, supply, distribution or delivery of Petroleum (including Petroleum products or byproducts), gas (including Natural Gas, Natural Gas liquids, propane and coal bed methane), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold or power; or
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- b) emission, transmission or reception of information, messages or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre or radio communications, if that service is offered to the public for compensation.
72. “**Railway**” means a company, established under Federal or Provincial Law, authorized to construct and operate a railway. For greater certainty, railway, as used in this definition, includes:
- a) all branches, extensions, sidings, stations, depots, wharves, rolling stock, equipment, works, property and works connected with the railway and all railway bridges, tunnels or other structures connected with the railway;
 - b) communications or signalling systems used for railway purposes; and
 - c) related facilities and equipment used for railway purposes.
73. “**Ratification Committee**” means the ratification committee established under paragraph 3 of the Ratification of the Final Agreement Chapter.
74. “**Ratification Vote Date**” means the date that Yale First Nation votes on the Ratification of the Final Agreement.
75. “**Right of Way**” means a defined area of land on which an interest is given for a specific use, including use for a Provincial Road, Forest Road, Public Utility or Railway.
76. “**Salmon**” means sockeye, pink, chum, coho, and chinook salmon.
77. “**Stewardship Activities**” means activities conducted for the assessment, monitoring, protection, and management of Fish and Fish habitat.
78. “**Stream**” means a natural watercourse or source of water supply, whether usually containing water or not, ground water and a lake, river, creek, spring, ravine, swamp and gulch.
79. “**Submerged Lands**” means lands below the natural boundary as defined under the *Land Act*, R.S.B.C. 1996, c. 245.
80. “**Subsurface and Mineral Resources**” means minerals, placer minerals, Petroleum, Natural Gas and Geothermal Resources and includes coal, earth, peat, marl, Gravel, riprap and other stone products.
81. “**Timber Resources**” means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled.
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82. **“Total Allowable Migratory Bird Harvest”** means the maximum number of a Designated Migratory Bird Population that may be harvested in a specific period of time.
83. **“Total Allowable Wildlife Harvest”** means the maximum number of a Designated Wildlife Species that may be harvested by all harvesters in the Wildlife Harvest Area each year.
84. **“Total Canadian Catch”** and **“TCC”**, in respect of a stock or species of Fish, means the number of the stock or species established by the Minister, as having been caught in Canadian waters by aboriginal, commercial, recreational and other fisheries excluding test fisheries and those for hatchery purposes.
85. **“Trade and Barter”** does not include sale.
86. **“Wildlife”** means:
- a) all vertebrate and invertebrate animals, including mammals, birds, reptiles, and amphibians; and
 - b) the eggs, juvenile stages, and adult stages of all vertebrate and invertebrate animals,
- but does not include Fish, Wildlife Fish or Migratory Birds.
87. **“Wildlife Fish”** means:
- a) lampreys, crustaceans, molluscs, and non-anadromous fish from or in non-tidal waters;
 - b) the parts of lampreys, crustaceans, molluscs, and non-anadromous fish from or in non-tidal waters; and
 - c) the eggs, sperm, larvae, spat, juvenile stages, and adult stages of lampreys, crustaceans, molluscs, and non-anadromous fish from or in non-tidal waters.
88. **“Wildlife Harvest Area”** means that area identified as the Yale First Nation Wildlife Harvest Area on the map attached to this Agreement as Appendix I.
89. **“Wildlife Management Plan”** means a wildlife management plan described in the Wildlife Chapter.
90. **“Yale Band”** means the Band known as Yale First Nation within the meaning of section 2 of the *Indian Act*.
91. **“Yale First Nation”** means the collectivity of Yale First Nation People.
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92. **“Yale First Nation Annual Fishing Plan”** means a fishing plan described in the Fisheries Chapter.
93. **“Yale First Nation Area”** means the area of land identified in Appendix E.
94. **“Yale First Nation Artifact”** means any artifact created by, traded to, commissioned by, or given as a gift to a Yale First Nation Member or Yale First Nation, or that originated from Yale First Nation or a Heritage Site on Yale First Nation Land and that has past and ongoing importance to Yale First Nation culture or spiritual practices, but does not include:
- a) a contemporary artifact;
 - b) an artifact traded to, commissioned by, or given as a gift to another aboriginal group or person; or
 - c) an Associated Burial Object.
95. **“Yale First Nation Capital”** means all land, cash and other assets transferred to, or recognized as owned by, Yale First Nation under the Final Agreement.
96. **“Yale First Nation Constitution”** means the constitution of Yale First Nation provided for in the Governance Chapter.
97. **“Yale First Nation Fishing Area”** means the area identified in Appendix G.
98. **“Yale First Nation Government”** means the government of Yale First Nation as set out in the Governance Chapter and the Yale First Nation Constitution.
99. **“Yale First Nation Harvest Document”** means a licence, permit, document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Yale First Nation Right to Harvest Fish.
100. **“Yale First Nation Land”** means those lands described as Yale First Nation Land under paragraph 1 of the Lands Chapter and identified in Appendix A-1 to A-3.
101. **“Yale First Nation Law”** means:
- a) a law made under a law-making authority set out in the Final Agreement or any other agreement that provides Yale First Nation with authority to make laws; and
 - b) the Yale First Nation Constitution,
- but does not include Yale First Nation custom or traditional laws.
102. **“Yale First Nation Member”** means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.
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103. “**Yale First Nation People**” means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.
104. “**Yale First Nation Public Institution**” means a Yale First Nation Government body, board or commission established under Yale First Nation Law.
105. “**Yale First Nation Right to Harvest Fish**” means the right of Yale First Nation to harvest Fish and Aquatic Plants in accordance with the Final Agreement.
106. “**Yale First Nation Right to Harvest Migratory Birds**” means the right of Yale First Nation to harvest Migratory Birds in accordance with the Final Agreement.
107. “**Yale First Nation Right to Harvest Wildlife**” means the right of Yale First Nation to harvest Wildlife in accordance with the Final Agreement.
108. “**Yale First Nation Road**” means a road, including a road allowance, that forms part of Yale First Nation Land.
109. “**Yale Indian Reserves**” means the lands identified in Appendix A-1 that are “reserves”, as defined in the *Indian Act*, for Yale Band on the day before the Effective Date.

CHAPTER 2

GENERAL PROVISIONS

NATURE OF THE AGREEMENT-IN-PRINCIPLE

1. The Parties acknowledge and agree that this Agreement and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties before the Effective Date and neither this Agreement nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, abrogating, negating, denying, recognizing, defining or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement and only upon the Effective Date.
2. This Agreement will form the basis for negotiating the Final Agreement. As soon as practicable after the approval of this Agreement, the Parties will begin to negotiate the Final Agreement.

NATURE OF THE FINAL AGREEMENT

3. The Final Agreement, once ratified by the Parties, will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
4. The Final Agreement, once ratified by the Parties, will be legally binding on the Parties, and can be relied upon by the Parties and all persons.
5. The Final Agreement will provide that Canada and British Columbia will recommend to Parliament and the Legislative Assembly of British Columbia, respectively, legislation to bring into effect the Final Agreement.

ASSURANCES

6. Yale First Nation will provide assurances in the Final Agreement that it represents all Yale First Nation People, and it enters into the Final Agreement on behalf of all Yale First Nation People who have any aboriginal rights, including aboriginal title, or any claims to such rights.
7. The Parties will each provide assurances that they have the authority to enter into the Final Agreement.
8. Yale First Nation will pursue overlap discussions with neighbouring First Nations and will seek to resolve all overlaps before the Final Agreement.

CONSTITUTION OF CANADA

9. The Final Agreement will not alter the Constitution of Canada, including:
- a) the distribution of powers between Canada and British Columbia;
 - b) the identity of Yale First Nation as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
 - c) sections 25 and 35 of the *Constitution Act, 1982*.
10. The *Canadian Charter of Rights and Freedoms* will apply to Yale First Nation Government in respect of all matters within its authority.

HUMAN RIGHTS AND INTERNATIONAL LAW

11. The Final Agreement will provide for:
- a) the application and operation of Federal and Provincial Law in respect of human rights; and
 - b) consistency of Yale First Nation Law and actions with Canada's international obligations.

CHARACTER OF YALE FIRST NATION LAND

12. After the Effective Date, there will be no "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Yale First Nation, and there will be no "reserves" as defined in the *Indian Act* for Yale First Nation.
13. Before the Final Agreement, the Parties will consider whether any of the attributes of Yale First Nation Land to be set out in other chapters in the Final Agreement also need to be addressed in the General Provisions Chapter.

APPLICATION OF FEDERAL AND PROVINCIAL LAW

14. Federal and Provincial Law will apply to Yale First Nation, Yale First Nation Government, Yale First Nation Public Institutions, Yale First Nation Members, and Yale First Nation Land.
15. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under Federal or Provincial Law and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.
16. The Final Agreement will confirm that federal settlement legislation enacted to bring into effect the Final Agreement will prevail over other Federal Law to the extent of any Conflict, and provincial settlement legislation enacted to bring into effect the Final
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Agreement will prevail over other Provincial Law to the extent of any Conflict.

RELATIONSHIP OF LAWS

17. Notwithstanding any other rule of priority in the Final Agreement, Federal and Provincial Law will prevail over Yale First Nation Law to the extent of any Conflict involving a provision of a Yale First Nation Law that:
 - a) has a double aspect, or an incidental impact, on any area of federal or provincial legislative jurisdiction for which Yale First Nation does not have any law-making authority as set out in the Final Agreement; or
 - b) has a double aspect, or an incidental impact, on any other Yale First Nation law-making authority as set out in the Final Agreement for which Federal and Provincial Law prevail.
18. Federal Law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance, will prevail in the event of a Conflict with Yale First Nation Law made under the Final Agreement, to the extent of any Conflict.
19. The Final Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.
20. Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a Provincial Law does not apply of its own force to Yale First Nation, Yale First Nation Government, Yale First Nation Public Institutions, Yale First Nation Members, or Yale First Nation Land, that Provincial Law will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement to Yale First Nation, Yale First Nation Government, Yale First Nation Public Institutions, Yale First Nation Members, and Yale First Nation Land, as the case may be.
21. Except as otherwise provided in the Final Agreement, Yale First Nation Law will not apply to Canada or British Columbia.
22. Yale First Nation law-making authority will not include criminal law, criminal procedure, official languages of Canada or Intellectual Property.
23. Any Yale First Nation Law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

APPLICATION OF THE *INDIAN ACT*

24. The *Indian Act* will not apply to Yale First Nation, Yale First Nation Government or Yale First Nation Members, except as set out in the *Indian Act* Transition Chapter and Taxation Chapter.
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OTHER RIGHTS, BENEFITS AND PROGRAMS

25. The Final Agreement will not affect the ability of Yale First Nation Members who are Canadian citizens or permanent residents to enjoy rights and benefits for which they would be eligible as Canadian citizens or permanent residents.
26. Nothing in the Final Agreement will affect the ability of Yale First Nation, Yale First Nation Government, Yale First Nation Public Institutions, or Yale First Nation Members to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.
27. Yale First Nation Members will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that Yale First Nation has not assumed responsibility for those programs or public services under a Yale First Nation fiscal agreement.

COURT DECISIONS

28. If a superior court of the province, the Federal Court of Canada, or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:
 - a) the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and
 - b) the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.
29. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.
30. A breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

OTHER ABORIGINAL PEOPLE

31. The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal group other than Yale First Nation.
 32. If a court determines that a provision of the Final Agreement adversely affects aboriginal or treaty rights of another aboriginal group, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.
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33. The Final Agreement will set out provisions for negotiating appropriate remedies where Yale First Nation treaty rights are adversely affected by a future treaty with another aboriginal group.

SPECIFIC CLAIMS

34. Before the Final Agreement, the Parties will determine how specific claims will be addressed.

CERTAINTY

35. The Final Agreement will comprehensively set out Yale First Nation's section 35 land rights, section 35 self-government land rights relating to matters set out in the Final Agreement, and other section 35 rights relating to matters set out in the Final Agreement.

36. The Final Agreement will modify any:

- a) Aboriginal Land Right;
- b) Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement; and
- c) other aboriginal right relating to a matter set out in the Final Agreement, that Yale First Nation may have, into the rights set out in the Final Agreement.

37. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Governance Agreement are not rights modified in the Final Agreement.

38. The Final Agreement will be the full and final settlement of any:

- a) Aboriginal Land Right;
- b) Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement;
- c) other aboriginal right relating to a matter set out in the Final Agreement; and
- d) right added to the Final Agreement as part of the orderly process described in paragraph 43,

that Yale First Nation may have.

39. There is an outstanding issue among the Parties as to the full and final settlement of Aboriginal Self-Government Land Rights not relating to a matter set out in the Final Agreement that the Parties will resolve in the Final Agreement.

40. Yale First Nation will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights, including aboriginal title, of Yale First Nation, which infringement occurred before the Effective Date.
41. Yale First Nation will indemnify Canada and British Columbia regarding liability for any claims relating to any aboriginal rights, including aboriginal title, of Yale First Nation, including any rights other than or different from the rights in the Final Agreement and any past infringements of aboriginal rights of Yale First Nation. Any indemnities will exclude fees and disbursements of lawyers and other professional advisers.
42. The Governance Agreement will set out the agreement of Yale First Nation not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.
43. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that Yale First Nation wishes to exercise that are not rights addressed in the Governance Agreement or modified into a right set out in the Final Agreement.
44. Before the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty that the Parties seek.

CONSULTATION

45. Where, in respect of any activity, Canada and British Columbia have Consulted or provided information to Yale First Nation in accordance with their obligations under the Final Agreement and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional obligations under the Final Agreement to Consult with or provide information to Yale First Nation in respect of that activity.

AMENDMENT PROVISIONS

46. Any Party may propose an amendment to the Final Agreement.
 47. If a Party proposes an amendment under paragraph 46, the Parties agree that, before they proceed with amending the Final Agreement, they will attempt to find other means of satisfying the interests of the Party proposing the amendment.
 48. If all Parties agree to amend the Final Agreement, the Parties will proceed diligently to agree on the wording of such an amendment.
 49. Except for any provision of the Final Agreement that provides that an amendment requires the consent of only Yale First Nation and either Canada or British Columbia,
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all amendments to the Final Agreement require the consent of all three Parties.

50. Canada will give consent to an amendment to the Final Agreement by order of the Governor in Council.
51. British Columbia will give consent to an amendment to the Final Agreement by resolution of the Legislative Assembly of British Columbia.
52. Yale First Nation will give consent to an amendment to the Final Agreement by a resolution adopted by at least two-thirds of the elected members of Yale First Nation Government.
53. If Federal or Provincial Law is required to give effect to an amendment to the Final Agreement, Canada or British Columbia, as the case may be, will recommend to Parliament or the Legislative Assembly of British Columbia that the required legislation be enacted.
54. An amendment to the Final Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.
55. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by all of the Parties.
56. The Final Agreement will provide that all amendments will be made public in a manner to be prescribed in the Final Agreement.
57. The Final Agreement may specify some types of amendments to which the consent provisions set out in paragraphs 50 to 52 will not apply.
58. Notwithstanding paragraphs 49 to 54, if:
 - a) the Final Agreement provides:
 - i) that Yale First Nation and Canada or British Columbia will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to the Final Agreement, including a change to an Appendix; and
 - ii) that if agreement is not reached, the matter will be finally determined by arbitration under the Dispute Resolution Chapter; and
 - b) those Parties have negotiated an agreement or the matter is determined by arbitration,

the Final Agreement will be deemed to be amended on the date the agreement or arbitrator's decision takes effect, as the case may be.

FREEDOM OF INFORMATION AND PRIVACY

59. The Final Agreement will provide that for the purposes of federal and provincial access to information and privacy legislation, information that Yale First Nation provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.
60. Other than for information obtained under a Federal or Provincial Law in respect of taxation, the Final Agreement will provide that if Yale First Nation requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to Yale First Nation information that is only available to a particular province or particular provinces.
61. The Final Agreement will provide that the Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.
62. The Final Agreement will provide that Canada or British Columbia may provide information to Yale First Nation in confidence if Yale First Nation Government has made a law or Yale First Nation has entered into an agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.
63. Notwithstanding any other provision of the Final Agreement:
- a) Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under any Federal or Provincial Law, including under sections 37 to 39 of the *Canada Evidence Act*;
 - b) if Federal or Provincial Law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and
 - c) the Parties are not required to disclose any information that may otherwise be withheld under a rule of privilege at law.

OBLIGATIONS TO NEGOTIATE

64. The Final Agreement will provide that whenever the Parties are obliged under any provision of the Final Agreement to negotiate and attempt to reach agreement, unless the Parties otherwise agree, all Parties will participate in the negotiations.
65. Where the Final Agreement provides that the Parties, or any two of them, “will negotiate and attempt to reach agreement”, those negotiations will be conducted as set out in the Dispute Resolution Chapter, but none of the Parties are obliged to proceed to Stage Three of the Dispute Resolution Chapter unless, in a particular case, they are
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required to do so under paragraph 28 of the Dispute Resolution Chapter.

66. Except as set out in the Final Agreement, an agreement that is reached as a result of negotiations that are required or permitted under any paragraph of the Final Agreement is not part of the Final Agreement.

ENTIRE AGREEMENT

67. The Final Agreement will be the entire agreement among the Parties in respect of the subject matter of the Final Agreement and, except as set out in the Final Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting the Final Agreement.
68. The Schedules and Appendices to the Final Agreement form part of the Final Agreement.

INTERPRETATION

69. Except as set out in the Final Agreement, in the event of an inconsistency or Conflict between a provision of the General Provisions Chapter of the Final Agreement and any other provision of the Final Agreement, the provision of the General Provisions Chapter of the Final Agreement will prevail to the extent of the inconsistency or Conflict.
70. There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.
71. In the Final Agreement:
- a) the use of the word “will” denotes an obligation that, unless the Final Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
 - b) unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
 - c) unless it is otherwise clear from the context, a reference in the Final Agreement to a “Chapter”, “paragraph”, “Schedule” or “Appendix” means a chapter, paragraph, schedule or appendix, respectively, of the Final Agreement;
 - d) headings and subheadings are for convenience only, do not form a part of the Final Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of the Final Agreement;
 - e) a reference to a statute includes every amendment to it, every regulation made under it and any laws enacted in substitution for it or in replacement of it;

- f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- g) a reference to “Canada’s international legal obligations” will include those which are in effect on, or after, the Effective Date; and
- h) a reference to “harvest” includes an attempt to harvest.

OFFICIAL LANGUAGES

72. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.

NO IMPLIED WAIVER

73. The Final Agreement will provide that a provision of the Final Agreement, or the performance by a Party of an obligation under the Final Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
74. The Final Agreement will provide that no written waiver of a provision of the Final Agreement, of performance by a Party of an obligation under the Final Agreement or of default by a Party of an obligation under the Final Agreement, will be a waiver of any other provision, obligation or subsequent default.

CHAPTER 3

GOVERNANCE

YALE FIRST NATION SELF-GOVERNMENT

1. The Parties acknowledge that self-government and governance for Yale First Nation will be achieved through the exercise of the section 35 rights set out in the Final Agreement and the authorities set out in the Governance Agreement.

YALE FIRST NATION GOVERNMENT

2. Yale First Nation Government, as provided for under the Yale First Nation Constitution and the Final Agreement, will be the government of Yale First Nation.

LEGAL STATUS AND CAPACITY

3. The Final Agreement and other agreements will set out the authorities for Yale First Nation Government to make, administer and enforce Yale First Nation Law and the Final Agreement will provide that Yale First Nation will be a separate and distinct legal entity with the rights, powers, privileges and capacity of a natural person, including the capacity to:
 - a) enter into contracts and agreements;
 - b) acquire, hold, own, buy, and sell property and interests in property;
 - c) raise, spend, invest, and borrow money;
 - d) sue and be sued; and
 - e) do other things ancillary to the exercise of its rights, powers and privileges.
4. Yale First Nation will act through Yale First Nation Government in accordance with:
 - a) the Final Agreement;
 - b) Yale First Nation Law, including the Yale First Nation Constitution; and
 - c) any other agreement that provides Yale First Nation Government with authority to make laws.
5. The Final Agreement will include provisions to address the scope of immunity and liability of Yale First Nation, Yale First Nation Government, members of Yale First Nation Government, and Yale First Nation public officers. Where appropriate, the

scope of immunity and liability will be similar to that for municipalities under provincial legislation.

YALE FIRST NATION LAWS

6. The Parties will negotiate the nature and scope of Yale First Nation Government's authority to make laws to be set out in the Final Agreement or the Governance Agreement, including to whom Yale First Nation Law applies, and where and when Yale First Nation Law applies.
 7. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on certain thresholds for Yale First Nation Government to exercise some of the law-making authorities contemplated in this Chapter and the scope of such thresholds' application.
 8. Federal and Provincial Law will apply concurrently with Yale First Nation Law.
 9. In addition to the authority to make laws provided for in other Chapters in this Agreement, Yale First Nation Government may make laws to be set out in the Final Agreement with respect to:
 - a) aspects of elementary and secondary education provided by Yale First Nation that meets provincial standards for:
 - i. curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems, and
 - ii. certification of teachers regarding the provision of instruction in respect of Nlaka'pamux (Thompson) language, Puchil dialect, and culture;
 - b) aspects of preschool;
 - c) child and family services provided by Yale First Nation on Yale First Nation Land that include standards comparable to provincial standards for the safety and well-being of children and families;
 - d) adoption of Yale First Nation children that include provisions to ensure that the best interests of the child are paramount;
 - e) Yale First Nation culture, Yale First Nation language, and Yale First Nation cultural property but not intellectual property or official languages of Canada;
 - f) Yale First Nation Membership, excluding matters dealing with Canadian citizenship, entry into Canada, or registration under the *Indian Act*;
 - g) Yale First Nation assets on Yale First Nation Land; and
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- h) management, operation, and financial administration of Yale First Nation Government.
 - 10. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Yale First Nation Law made under paragraph 9 and a Federal or Provincial Law.
 - 11. On the Effective Date, the Parties will enter into a Governance Agreement. The Yale First Nation Constitution will be consistent with the Governance Agreement, and will provide that the Governance Agreement sets out the law-making authorities in paragraph 18 of this Chapter.
 - 12. The Governance Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by all Parties and all persons.
 - 13. The Governance Agreement will not be part of the Final Agreement and will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
 - 14. The Governance Agreement will not recognize, affirm, deny, abrogate, or derogate from Yale First Nation aboriginal rights, which rights are not modified into rights in the Final Agreement.
 - 15. Canada and British Columbia will recommend to Parliament and the Legislative Assembly, respectively, legislation to bring into effect the Governance Agreement.
 - 16. Ten years after the Effective Date, the Parties will review the Governance Agreement to determine if any amendments are required.
 - 17. After the initial review under paragraph 16, at the request of a Party, the Parties will review the Governance Agreement.
 - 18. In addition to the authority to make laws referred to in paragraph 9, Yale First Nation Government will have law-making authorities to be set out in the Governance Agreement with respect to:
 - a) aspects of elementary and secondary education provided by Yale First Nation that meet provincial standards for curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems;
 - b) aspects of preschool;
 - c) family development services provided by Yale First Nation on Yale First Nation Land;
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- d) aspects of administration of justice provided by Yale First Nation Government;
 - e) solemnization of marriage;
 - f) social services provided by Yale First Nation;
 - g) income support provided by Yale First Nation;
 - h) health services provided by Yale First Nation;
 - i) post-secondary education provided by Yale First Nation on Yale First Nation Land, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees;
 - j) buildings, structures, and public works on Yale First Nation Land;
 - k) emergency preparedness provided by Yale First Nations on Yale First Nation Land;
 - l) fire protection provided by Yale First Nation on Yale First Nation Land;
 - m) traffic and transportation on Yale First Nation Land; and
 - n) regulation, control or prohibition of actions or activities on Yale First Nation Land that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to peace, order, and safety.
19. The Governance Agreement will set out the relationship of laws in the event of a Conflict between a Yale First Nation Law made under paragraph 18 and a Federal or Provincial Law.
20. The placement of law-making authorities set out in paragraphs 9 and 18 that will be exercised by Yale First Nation Government will be reviewed and amended if necessary before the Final Agreement. The Parties will place all negotiated law-making authorities relating to lands and resources in the Final Agreement.
21. Yale First Nation Government's authority to make laws will not include criminal law, criminal procedure, or Intellectual Property.
22. The Parties may negotiate Yale First Nation Government's authority to make laws with respect to other matters as agreed to by the Parties in the Final Agreement.
23. Yale First Nation will provide assurances in the Governance Agreement that it represents all Yale First Nation People, and it enters into the Governance Agreement on behalf of all Yale First Nation People who have any aboriginal rights, including aboriginal title, or any claims to such rights.
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24. For greater certainty, the authority of Yale First Nation Government to make laws in respect of a subject matter, as set out in the Final Agreement and the Governance Agreement, will include the authority to make laws and to do other things as may be necessarily incidental to exercising its authority.
25. Yale First Nation Government may make laws and do other things that may be necessary to enable Yale First Nation and Yale First Nation Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.
26. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Yale First Nation Law made under paragraph 24 or 25 and a Federal or Provincial Law.

YALE FIRST NATION CONSTITUTION

27. Yale First Nation will have a Constitution, consistent with the Final Agreement, which will provide:
 - a) for a democratic Yale First Nation Government, including its duties, composition, and membership;
 - b) that Yale First Nation Government will be accountable to its Yale First Nation Members;
 - c) that Yale First Nation Government will hold elections at least every five years;
 - d) a process for removal of members of Yale First Nation Government;
 - e) for financial administration comparable to standards generally accepted for governments in Canada;
 - f) for conflict of interest rules comparable to those generally accepted for governments in Canada;
 - g) for recognition and protection of rights and freedoms of Yale First Nation Members;
 - h) that every person who is enrolled under the Final Agreement is entitled to be a Yale First Nation Member;
 - i) that the Final Agreement sets out the authority of Yale First Nation Government to make laws;
 - j) the process for the enactment of Yale First Nation Law by Yale First Nation Government;
 - k) for challenging the validity of Yale First Nation Law;
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- l) that the Yale First Nation Constitution prevails over other Yale First Nation Law;
- m) for the establishment of Yale First Nation Public Institutions;
- n) for conditions under which Yale First Nation may dispose of lands or interests in lands;
- o) for a transitional Yale First Nation Government from the Effective Date until the first election of Yale First Nation Government;
- p) for amendment of the Yale First Nation Constitution; and
- q) for other provisions.

28. The Yale First Nation Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

YALE FIRST NATION GOVERNMENT STRUCTURE

29. The Final Agreement will contain provisions setting out the structure of Yale First Nation Government.

YALE FIRST NATION ELECTIONS

30. Elections for Yale First Nation Government will be held in accordance with the Yale First Nation Constitution and other Yale First Nation Law.

APPEAL AND REVIEW OF ADMINISTRATIVE ACTIONS AND DECISIONS

31. Yale First Nation Government will establish processes for appeal or review of administrative actions and decisions made by Yale First Nation Government or Yale First Nation Public Institutions exercising a statutory power of decision under Yale First Nation Law.

32. The Supreme Court of British Columbia will have jurisdiction to hear appeals or judicial reviews of administrative actions and decisions of Yale First Nation Government or a Yale First Nation Public Institution exercising a statutory power of decision under Yale First Nation Law.

33. The *Judicial Review Procedure Act* will apply to an application for judicial review of administrative actions or decisions taken by Yale First Nation Government or a Yale First Nation Public Institution, and for the purpose of applying that Act, “enactment” will mean “Yale First Nation Law”.

REGISTRY OF YALE FIRST NATION LAW

34. Yale First Nation will:

- a) maintain a public registry of Yale First Nation Law in the English language and, at the discretion of Yale First Nation Government, in the Nlaka'pamux (Thompson) language, Puchil dialect; and
- b) provide Canada and British Columbia with copies of any Yale First Nation Law as soon as practicable after enactment.

INDIVIDUALS WHO ARE NOT YALE FIRST NATION MEMBERS

- 35. The Final Agreement and the Governance Agreement will provide opportunities or processes for participation by individuals who are not Yale First Nation Members, residing on or having a property interest in Yale First Nation Land, regarding decisions of Yale First Nation Government and Yale First Nation Public Institutions that affect them.
- 36. Yale First Nation will Consult with individuals who are not Yale First Nation Members, residing on or having a property interest in Yale First Nation Land, regarding proposed Yale First Nation decisions that may directly and significantly affect them.
- 37. Yale First Nation will provide that individuals who are not Yale First Nation Members, residing on or having a property interest in Yale First Nation Land, will have access to the appeal and review procedures under paragraphs 35 and 32.

TRANSITIONAL PROVISIONS

- 38. The Final Agreement and Governance Agreement will include provisions for the transition from Yale Band to Yale First Nation Government.

PENALTIES

- 39. Yale First Nation Government may provide for the imposition of penalties, including fines, restitution, and imprisonment, for the violation of Yale First Nation Law, within the limits set out for summary conviction offences in the *Criminal Code of Canada* or the *British Columbia Offence Act*, except as set out in the Final Agreement.

CHAPTER 4

LANDS

GENERAL

1. On the Effective Date, Yale First Nation Land will consist of the lands set out in Appendix A-1 to A-3 and will comprise approximately 1139.05 hectares as follows:
 - a) approximately 223.8 hectares of former Yale Indian Reserve lands, including Subsurface and Mineral Resources, identified in Appendix A-1;
 - b) approximately 660.31 hectares of provincial Crown land, including Subsurface and Mineral Resources, identified in Appendix A-2;
 - c) approximately 254.94 hectares of provincial Crown land, excluding Subsurface and Mineral Resources, identified in Appendix A-3.
2. Before the Effective Date, the Parties will update Appendix A-1 to A-3 to reflect any additions, deletions or amendments to the land parcels set out in Appendix A-1 to A-3 that may result from further land-statusing or boundary delineation work undertaken by any of the Parties.
3. On the Effective Date, Yale First Nation will own Yale First Nation Land in fee simple, and subject to paragraphs 7 and 10, Yale First Nation fee simple ownership of Yale First Nation Land will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.
4. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Yale First Nation Land.
5. In accordance with the Final Agreement, the Yale First Nation Constitution and any other Yale First Nation Law, Yale First Nation may transfer interests in Yale First Nation Land without the consent of Canada and British Columbia.
6. The Final Agreement will contain provisions concerning the status of Yale First Nation Land that is sold.

EXISTING INTERESTS

7. On the Effective Date, Yale First Nation Land, except for former Yale Indian Reserves identified in Appendix A-1, will be subject to any designation as agricultural

land reserve, under the *Agricultural Land Commission Act*, existing before the Effective Date.

8. The Parties agree that paragraph 7 will not have the effect of permanent application of agricultural land reserve designations on the provincial Crown lands that will become Yale First Nation Land. The existing designation may be removed by the Agricultural Land Commission, or any successor, at any time before or after the Effective Date in accordance with its authorities from time to time.
9. To the extent that any part of Yale First Nation Land is not subject to an agricultural land reserve designation after the Effective Date, British Columbia will not seek to include that part within the agricultural land reserve except with the consent of Yale First Nation.
10. Interests on Yale First Nation Land existing immediately before the Effective Date, including the interests of holders of certificates of possession on Yale Indian Reserves, will continue on the terms and conditions under which those interests were held before the Effective Date, subject to modification only by agreement between the holder of the interest and Yale First Nation.
11. Interests referred to in paragraph 10 in respect of provincial Crown lands are identified in Appendix C, which the Parties will update before the Final Agreement to reflect any additions, deletions or amendments. Interests referred to in paragraph 10 in respect of Yale Indian Reserves will be set out in an Appendix to the Final Agreement.
12. If, at any time, any parcel of Yale First Nation Land, or any estate or interest in a parcel of Yale First Nation Land, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Yale First Nation.

LAND TITLE

13. The Final Agreement will include provisions to allow Yale First Nation Land and parcels thereof to be registered in the provincial Land Title Office.
 14. If Yale First Nation applies for the registration of an indefeasible title to a parcel of Yale First Nation Land for which no indefeasible title has been registered after the Effective Date, and the proposed registered owner in fee simple is Yale First Nation Government or a Yale First Nation corporation, no land title fees are payable in respect of the application by which the proposed owner becomes the registered owner.
 15. Before the Final Agreement, the Parties will deal with issues related to the registration of interests on Yale First Nation Land, including:
 - a) registration of interests existing immediately before the Final Agreement and recognized under the *Land Title Act*;
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- b) registration of interests existing immediately before the Final Agreement and recognized under the *Indian Act*;
- c) registration of interests under other land registry systems, if applicable; and
- d) ensuring that, should Yale First Nation Government want to use a registry system other than that used by the provincial Land Title Office, that registry system will provide substantially equivalent clarity, protection and security to interest holders to that provided by the provincial Land Title Office.

ADDITIONS TO YALE FIRST NATION LAND

16. At any time after the Effective Date, with the agreement of Canada and British Columbia, Yale First Nation may add to Yale First Nation Land, land that is:
 - a) within an area to be determined by the Parties before the Effective Date;
 - b) outside of municipal boundaries or within municipal boundaries if the municipality consents;
 - c) in areas free from overlap with another First Nation unless that First Nation consents; and
 - d) owned in fee simple by Yale First Nation.
 17. Nothing in paragraph 16 or 18 obligates Canada or British Columbia to pay any costs associated with the purchase, transfer or related costs concerning the addition of lands to Yale First Nation Land.
 18. Yale First Nation will not own Subsurface and Mineral Resources on lands that are added to Yale First Nation Land unless the fee simple title includes Subsurface and Mineral Resource ownership or British Columbia agrees.
 19. When making a decision under paragraph 16, the Parties will take into account, among other factors:
 - a) whether the land is contiguous to existing Yale First Nation Land; and
 - b) any impact on tax revenue and service obligations of the Fraser Valley Regional District in cases where the land is within the Fraser Valley Regional District but not within a municipality.
 20. Lands added to Yale First Nation Land under paragraph 16 will continue to be subject to interests that exist in such lands before the transfer to Yale First Nation unless Yale First Nation grants or issues replacement interests to the holder of the interests and the holder of the interest agrees.
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SUBMERGED LANDS

21. British Columbia has an interest in retaining ownership of Submerged Lands under the Final Agreement.
22. Yale First Nation has an interest in having access to and control over certain Submerged Lands under the Final Agreement.
23. The Parties agree that options for reconciling these interests will be further explored before the Effective Date.

JURISDICTION

24. The Final Agreement will provide that Yale First Nation Government may make laws in respect of the administration and management of Yale First Nation Land, including:
 - a) planning and land use management;
 - b) approval of proposed developments on Yale First Nation Land;
 - c) creation and disposition of interests recognized under the *Land Title Act* in Yale First Nation Land; and
 - d) the provision of local services related to land management.
 25. Yale First Nation Government may establish administrative procedures for evaluating the proposed developments referred to in paragraph 24.b).
 26. Subject to paragraph 27, in the event of a Conflict between a Yale First Nation Law made under paragraph 24 and a Federal or Provincial Law, the Yale First Nation Law will prevail to the extent of the Conflict, except with respect to any agricultural land reserve designations in effect at the time of transfer to Yale First Nation.
 27. For greater certainty, in the event of a Conflict between a Yale First Nation Law made under paragraph 24.b) and a Federal or Provincial Law in relation to Environmental Assessment, paragraph 17 of the General Provisions Chapter will apply.
 28. Despite any approval of a proposed development made by Yale First Nation under paragraph 24.b), no Federal Project or Provincial Project on Yale First Nation Land will proceed unless any Federal or Provincial Law in respect of Environmental Assessment has been complied with.
 29. If a proposed development referred to in paragraph 24.b), that is subject to evaluation under an administrative procedure referred to in paragraph 25, is likely to have adverse effects on federal or provincial interests, Yale First Nation will ensure that Canada or British Columbia are consulted with respect to the proposed development.
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SUBSURFACE AND MINERAL RESOURCES

30. In accordance with paragraph 1, on the Effective Date, Yale First Nation will own all Subsurface and Mineral Resources on or under Yale First Nation Land identified under Appendix A-1 and A-2.
31. Yale First Nation and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface and Mineral Resources owned by Yale First Nation on or under Yale First Nation Land.
32. Subject to paragraphs, 10, 34, and 35, as owners of the Subsurface and Mineral Resources, Yale First Nation may set and receive fees, rents or other charges before the development and extraction of Subsurface and Mineral Resources, except Natural Gas, Petroleum or Geothermal Resources, owned by Yale First Nation on or under Yale First Nation Land.
33. Nothing in the Final Agreement will confer law-making authority on Yale First Nation Government in relation to the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.
34. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of Federal or Provincial Law with respect to Subsurface and Mineral Resources on or under Yale First Nation Land.
35. Yale First Nation will not set fees, rents and other charges in respect of those mineral tenures referred to in paragraph 10, except where the holder of the mineral tenure agrees.

INTERGOVERNMENTAL LAND COORDINATION

36. When Yale First Nation makes a planning and land use management law it will be on the basis of principles in respect of consultation and transparency similar to those of municipalities undertaking similar laws.
 37. Before making a planning and land use management law under paragraph 24.a), Yale First Nation will Consult with residents on Yale First Nation Land who are not Yale First Nation Members.
 38. Yale First Nation may enter into agreements with local and regional governments to coordinate planning processes to encourage harmonization of standards on and off Yale First Nation Land.
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PROVINCIAL EXPROPRIATION OF YALE FIRST NATION LAND

39. British Columbia acknowledges as a general principle that where it is reasonable to use other means, expropriation of Yale First Nation Land under Provincial Law will be avoided.
40. Subject to paragraphs 41 and 42, any expropriation of Yale First Nation Land will be carried out in accordance with Provincial Law and applicable processes.
41. Any expropriation of Yale First Nation Land under Provincial Law will be:
 - a. of the smallest interest necessary, and for the shortest time required; and
 - b. with the consent of the Lieutenant Governor in Council.
42. If there is an expropriation of Yale First Nation Land by or for the use of a provincial ministry under Provincial Law, British Columbia and Yale First Nation will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide Yale First Nation with other compensation.
43. British Columbia and Canada will consent to replacement land provided by British Columbia to Yale First Nation as compensation for an expropriation being added to Yale First Nation Land if the replacement land meets the criteria for additions to Yale First Nation Land as set out in paragraphs 16 and 17.
44. The Final Agreement will include provisions concerning the status of land that Yale First Nation purchases with cash received as compensation for an expropriation under Provincial Law.
45. British Columbia and Yale First Nation will negotiate and attempt to reach agreement on the maximum amount of Yale First Nation Land that British Columbia may expropriate.
46. The Final Agreement will set out provisions under which British Columbia and Yale First Nation may negotiate terms that may allow Yale First Nation to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.
47. The Final Agreement will contain provisions concerning the status of Yale First Nation Land that are expropriated by British Columbia.

FEDERAL EXPROPRIATION OF YALE FIRST NATION LAND

48. Canada and Yale First Nation agree that as a general principle, Yale First Nation Land will not be subject to expropriation, except as set out in this Chapter.
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49. Notwithstanding paragraph 48, any interest in Yale First Nation Land may be expropriated by and for the use of a Federal Expropriating Authority in accordance with Federal Law and with the consent and by the order of the Governor-in-Council.
50. The Governor-in-Council may consent to an expropriation of an interest in Yale First Nation Land if the expropriation is justifiable in accordance with paragraph 51 and necessary for a public purpose.
51. For the purposes of paragraph 50, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:
- a) there is no other reasonably feasible alternative land to expropriate that is not Yale First Nation Land;
 - b) reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in Yale First Nation Land through agreement with Yale First Nation;
 - c) the most limited interest in Yale First Nation Land necessary for the purpose for which the interest in land is sought is expropriated; and
 - d) information relevant to the expropriation, other than documents that would be protected from disclosure under Federal Law, has been provided to Yale First Nation.
52. Before the Governor-in-Council issues an order consenting to the expropriation of an interest in Yale First Nation Land, the Federal Expropriating Authority will provide to Yale First Nation, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements of paragraph 51.
53. If Yale First Nation objects to a proposed expropriation of an interest in Yale First Nation Land, it may, within 60 days after the report has been provided to Yale First Nation in accordance with paragraph 52, refer the matter for a review of the steps taken to satisfy the requirements set out in paragraph 51 directly to neutral evaluation under Stage Two of the Dispute Resolution Chapter.
54. The Governor-in-Council may not consent to the expropriation of an interest in Yale First Nation Land before the expiration of the period referred to in paragraph 53 or, if Yale First Nation has referred the matter to a neutral evaluator in accordance with paragraph 53, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made or within such additional time as the Parties may agree.
55. Without limiting the generality of the Dispute Resolution Chapter, the opinion of the neutral evaluator under paragraph 54:
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- a) is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and Yale First Nation in court or in any other forum;
 - b) will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c) is not binding on the Governor-in-Council under paragraphs 50 and 51.
56. Where a fee simple interest in a parcel of Yale First Nation Land is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to identify replacement land within the Yale First Nation Area, being either federal Crown land or land available on a willing-seller willing-buyer basis, of equivalent or greater size and comparable value and, if acceptable to Yale First Nation, to acquire and offer the replacement land to Yale First Nation as partial or full compensation for the expropriation. If the Federal Expropriating Authority and Yale First Nation are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide Yale First Nation with other compensation in accordance with the Final Agreement.
57. Subject to paragraph 60, if the replacement land identified by the Federal Expropriating Authority would result in the total size of Yale First Nation Land being less than at the Effective Date and Yale First Nation does not agree that the replacement land is of comparable value to the interest in Yale First Nation Land being expropriated, Yale First Nation may refer the issue of whether the replacement land is of comparable value to the interest in Yale First Nation Land being expropriated to be finally determined by binding arbitration under the Dispute Resolution Chapter.
58. The total value of compensation for an interest in Yale First Nation Land expropriated by a Federal Expropriating Authority under this Chapter will be determined by taking into account the following factors:
- a) the fair market value of the expropriated interest;
 - b) the replacement value of any improvement to Yale First Nation Land in which an interest has been expropriated;
 - c) any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d) any reduction in the value of any interest in Yale First Nation Land that is not expropriated which directly relates to the expropriation;
 - e) any adverse effect on any cultural or other special value of Yale First Nation Land in which an interest has been expropriated to Yale First Nation, provided:
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- i. that the cultural or other special value is only applied to an interest in Yale First Nation Land recognized in law and held by Yale First Nation, and,
 - ii. there will be no increase in the total value of compensation on account of any aboriginal rights, title or interest; and
 - f) the value of any special economic advantage arising out of or incidental to the occupation or use of Yale First Nation Land to the extent that the value is not otherwise compensated.
59. Subject to paragraph 60, if the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and Yale First Nation, or where there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, either Canada, acting on behalf of the Federal Expropriating Authority, or Yale First Nation may refer the issue of the total value of compensation for dispute resolution under the Dispute Resolution Chapter.
60. A dispute on the valuation of replacement land under paragraph 57, or on the total value of compensation under paragraph 59, or on the terms and conditions of the return of land under paragraph 69, will not delay the expropriation.
61. Any claim or encumbrance in respect of the interest expropriated may only be claimed against the amount of compensation that is otherwise payable to the person whose interest is being expropriated.
62. Interest on compensation is payable from the date the expropriation takes effect, at the same rate as for prejudgment interest in the Supreme Court of British Columbia.
63. Where a Federal Expropriating Authority expropriates a fee simple interest in a parcel of Yale First Nation Land, the land will no longer be Yale First Nation Land.
64. Where a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of Yale First Nation Land:
- a) the parcel of land retains its status as Yale First Nation Land;
 - b) the parcel of land remains subject to Yale First Nation Law that is otherwise applicable, except to the extent that such law is inconsistent with the use of the parcel of land for which the expropriation took place; and
 - c) Yale First Nation may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with the expropriation in the view of the Federal Expropriating Authority.
65. Where replacement land is transferred to Yale First Nation as partial or full compensation in accordance with paragraph 56, Canada and British Columbia will consent to that land being added to Yale First Nation Land if:
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- a) the land is within the area referred to in paragraph 16.a);
 - b) the land does not overlap with an area over which another First Nation claims a legal interest or which is subject to treaty negotiations with another First Nation, except where the other First Nation in those cases consents to the addition;
 - c) the land is outside municipal boundaries or within municipal boundaries if the municipality consents; and
 - d) the addition will not result in Canada or British Columbia being required to assume financial or other obligations.
66. Where an expropriated interest in a parcel of Yale First Nation Land is no longer required by the Federal Expropriating Authority for the purpose for which it was expropriated, the Federal Expropriating Authority will ensure that the interest in land is returned to Yale First Nation on the terms and conditions negotiated in accordance with paragraph 68. Subject to paragraph 65, where a fee simple interest in a parcel of land is returned to Yale First Nation in accordance with this paragraph, the parcel of land will become Yale First Nation Land on the date of the transfer of the fee simple interest in the parcel of land from the Federal Expropriating Authority to Yale First Nation.
67. The Minister responsible for the Federal Expropriating Authority, without the consent of the Governor-in-Council, may decide that the expropriated interest in land is no longer required and may determine the disposition of any improvements.
68. The terms and conditions of the return of an expropriated interest in Yale First Nation Land, including requirements relating to financial considerations based on market value principles and the condition of the land to be returned, will be negotiated by Yale First Nation and the Federal Expropriating Authority at the time of the expropriation.
69. Where the terms and conditions of the return of an expropriated interest in Yale First Nation Land cannot be agreed upon by Yale First Nation and the Federal Expropriating Authority at the time of the expropriation, either Yale First Nation or Canada, acting on behalf of the Federal Expropriating Authority, may refer the issue to be finally determined by binding arbitration under the Dispute Resolution Chapter.
70. Except as otherwise provided in paragraphs 53, 57, 59 and 69, no conflict or dispute between the Parties respecting the interpretation, application or implementation of paragraphs 48 to 72 will go to dispute resolution under the Dispute Resolution Chapter.
71. For greater clarity, and subject to paragraph 72, except to the extent that the provisions of this Chapter modify the application of Federal Law relating to expropriation to an expropriation of Yale First Nation Land, all federal legislation relating to
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expropriation applies to an expropriation of Yale First Nation Land under this Chapter.

72. Without limiting the generality of paragraph 19 of the General Provisions Chapter, in the event of a Conflict between the Final Agreement and the *Expropriation Act (Canada)* or other Federal Law relating to the expropriation, the provisions of the Final Agreement will prevail to the extent of the Conflict.
73. Nothing in the Final Agreement affects or limits the application of the *Emergencies Act (Canada)*, and the *Emergencies Act (Canada)* will continue to apply in all aspects to Yale First Nation Land.

YALE FIRST NATION EXPROPRIATION

74. Yale First Nation Government may make laws in respect of expropriation for public purposes and public works by Yale First Nation of interests in Yale First Nation Land other than:
- a) interests granted or continued on the Effective Date unless specifically provided otherwise in the Final Agreement;
 - b) interests expropriated by Canada or British Columbia in accordance with this Chapter;
 - c) Rights of Way held by Canada, British Columbia or a Public Utility on the Effective Date; and
 - d) any other interests upon which the Parties may agree in the Final Agreement,
- provided that Yale First Nation provides fair compensation to the owner of the interest, and the expropriation is for the most limited interest necessary for the public purpose or public work.

LEGAL SURVEYS

75. The boundaries of Yale First Nation Land will be surveyed at no cost to Yale First Nation. Canada and British Columbia will, as agreed between them, pay the costs of surveying the boundaries of Yale First Nation Land.

INTERIM PROTECTION MEASURES

76. As soon as practicable after signing this Agreement, the Parties will negotiate and attempt to reach an agreement on an interim protection measures agreement for provincial Crown lands identified in Appendix A-2 and A-3 proposed as Yale First Nation Land, for a term of two years, and which term may be extended with the agreement of the Parties.

CHAPTER 5

FISHERIES

GENERAL

1. Yale First Nation will have a right to harvest, in the Yale First Nation Fishing Area, Fish and Aquatic Plants in accordance with the Final Agreement for Domestic Purposes.
2. The Parties will discuss early access to Yale First Nation commercial fisheries through treaty related measures between this Agreement and the Final Agreement.
3. The Yale First Nation Right to Harvest Fish will be limited by measures necessary for conservation, public health or public safety.
4. The harvest of Fish and Aquatic Plants under the Yale First Nation Right to Harvest Fish will be carried out in accordance with the provisions of a Yale First Nation Harvest Document.
5. The Final Agreement will include provisions to address the implications for the amount of Fish and Aquatic Plants that Yale First Nation may harvest in any year where there is not enough abundance of a species of Fish or Aquatic Plants to meet all allocations from that stock or species for other British Columbia aboriginal groups for Domestic Purposes.
6. Before the Final Agreement, the Parties will discuss the inclusion of Wildlife Fish in the Fisheries Chapter.
7. Before the Effective Date, Canada and British Columbia will explore mechanisms to enable Yale First Nation to pursue non-salmon fishing opportunities within the Yale First Nation Area, such as the purchase of an angling guide licence.
8. The Yale First Nation Right to Harvest Fish will be held by Yale First Nation and Yale First Nation may not dispose of that right.
9. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.
10. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Fish or Aquatic Plants.
11. Yale First Nation Members may Trade and Barter Fish or Aquatic Plants harvested under the Yale First Nation Right to Harvest Fish among themselves or with other aboriginal people of Canada who ordinarily reside in British Columbia.

12. Before the Final Agreement, the Parties will address the issue of Trade and Barter by Yale First Nation Members with other aboriginal people not resident in Canada.

13. Nothing in this Agreement precludes:

- a) Yale First Nation Members harvesting Fish and Aquatic Plants under a licence, permit, or other document issued under Federal or Provincial Law;
- b) Yale First Nation from concluding agreements with other aboriginal groups with respect to harvesting Fish and Aquatic Plants;
- c) Yale First Nation Members from being designated by another aboriginal group to harvest Fish or Aquatic Plants under federal or provincial arrangements with that aboriginal group.

14. Yale First Nation will provide, on request, catch data and other information related to Fish and Aquatic Plants harvested under the Yale First Nation Right to Harvest Fish:

- a) to Canada for those fisheries matters managed by Canada; and
- b) to British Columbia for those fisheries matters managed by British Columbia.

YALE FIRST NATION LAWS

15. Yale First Nation Government may make laws consistent with the Final Agreement on the following matters:

- a) the distribution among Yale First Nation Members of Fish or Aquatic Plants harvested under the Yale First Nation Right to Harvest Fish;
- b) the designation of individuals who may harvest under the Final Agreement; and
- c) other Fish and Aquatic Plant matters agreed on by the Parties before the Final Agreement.

16. In the event of a Conflict between a Yale First Nation Law made under paragraph 15 and a Federal or Provincial Law, the Yale First Nation Law will prevail to the extent of the Conflict.

17. Yale First Nation Government may make laws consistent with the Final Agreement on the following matters:

- a) the documentation of individuals who are designated to harvest Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish; and
- b) other Fish and Aquatic Plant matters agreed on by the Parties before the Final Agreement.

18. In the event of a Conflict between a Yale First Nation Law made under paragraph 17 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

DESIGNATION AND DOCUMENTATION

19. The Yale First Nation Right to Harvest Fish will be exercised by those individuals who are designated by Yale First Nation to harvest Fish and Aquatic Plants.
20. Where a Yale First Nation Allocation for a species of Fish or Aquatic Plants has been established under the Final Agreement, Yale First Nation may designate Yale First Nation Members and other individuals to harvest the species under the Yale First Nation Right to Harvest Fish.
21. Where a Yale First Nation Allocation for a species of Fish or Aquatic Plants has not been established under the Final Agreement, Yale First Nation may designate only Yale First Nation Members to harvest the species under the Yale First Nation Right to Harvest Fish.
22. Where Yale First Nation designates an individual to harvest a species of Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish, the Yale First Nation will issue documentation to the individual to evidence the designation.
23. The Final Agreement will provide that, where Yale First Nation designates an individual to harvest a species of Fish or Aquatic Plant under the Yale First Nation Right to Harvest Fish, Yale First Nation may set out methods, timing, location of harvesting and individual allocations consistent with the applicable Yale First Nation Harvest Document.
24. Documentation issued by Yale First Nation to an individual who harvests Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish to evidence the designation:
- a) will be in the English language and, at the discretion of Yale First Nation, in the Nlaka'pamux (Thompson) language, Puchil dialect;
 - b) will, in the case of an individual, include the name and address of the individual;
 - c) will meet any requirements set out in the Yale First Nation Harvest Document and the fisheries operational guidelines; and
 - d) may include any specific provision set out under paragraph 17.
25. An individual who harvests Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish will be required, by a provision of a Yale First Nation Harvest Document, or a Federal or Provincial Law, to be designated and documented by Yale First Nation.
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26. On the request of any individual authorized by Canada or British Columbia to enforce Federal Law, Provincial Law or Yale First Nation Law in respect of Fish or Aquatic Plants, an individual who Harvests Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish will be required, by a provision of a Yale First Nation Harvest Document, or a Federal or Provincial Law, to produce certain documents to show that they have been designated and documented by Yale First Nation.

DOMESTIC FISHERIES

27. Canada and British Columbia will not charge any fee for a Yale First Nation Harvest Document, or any management fee or landing fee in respect of fisheries authorized by a Yale First Nation Harvest Document.
28. Where an individual is designated to harvest Fish or Aquatic Plants under a Yale First Nation Harvest Document, the individual will not be required to have a federal or provincial licence to harvest Fish or Aquatic Plants under the Yale First Nation Right to Harvest Fish.

YALE FIRST NATION DOMESTIC ALLOCATIONS

29. The Yale First Nation Right to Harvest Fish Allocations for Domestic Purposes are described in Appendix H.
30. Canada and Yale First Nation agree to develop approaches in the Final Agreement that contemplate subsequent annual adjustments to account for the Yale First Nation Salmon harvests for Domestic Purposes that exceed or fail to meet an Allocation for Yale First Nation Domestic Purposes in any year. Any adjustments will take into account the actions of the Minister and Yale First Nation with respect to the fishery and other factors. The Minister and Yale First Nation will endeavour to minimize any overages and underages in each year and to minimize the accumulation of overages and underages in successive years.

NON-ALLOCATED SPECIES

31. A species of Fish or Aquatic Plant for which there is no Yale First Nation Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Yale First Nation Right to Harvest Fish in accordance with a Yale First Nation Harvest Document.
32. The Final Agreement will set out that Canada or British Columbia, in respect of any non-allocated species within their respective management authority, or Yale First Nation may propose the establishment of an Allocation for a non-allocated species.
33. The Final Agreement will include provisions describing how Allocations for non-allocated species that are not set out in the Final Agreement will be determined, taking into account factors that the Parties agree are relevant, which may include Yale First
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Nation's current and historic harvest levels and the abundance of those species in the Yale First Nation Fishing Area.

COMMERCIAL OPPORTUNITIES

34. Yale First Nation commercial fisheries will have the same priority as commercial fisheries in fisheries management decisions made by the Minister and will not be part of the Final Agreement.
35. After the Effective Date, Yale First Nation may use a portion of the Capital Transfer to assist Yale First Nation to acquire voluntarily-relinquished existing commercial fishing capacity referred to in paragraphs 36 and 37.
36. The acquisition of the capacity set out in paragraph 35, may provide Yale First Nation with the ability to increase their participation in a commercial fishing opportunity of up to 1.15 percent of commercial Total Canadian Catch (TCC) for Fraser River sockeye Salmon, and up to 0.17 percent of commercial TCC for Fraser River pink Salmon.
37. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the extent of Yale First Nation's participation in a Lower Fraser River chinook Salmon commercial fishing opportunity and the arrangements to be agreed to by the Parties that describe that participation.
38. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement, consistent with paragraph 34, on how and where Yale First Nation will access the commercial opportunities described in paragraphs 36 and 37, including licensing arrangements, and will describe the process and the licences that will be relinquished to provide for the extent of Yale First Nation participation in the commercial fishing opportunities described in paragraphs 36 and 37.

SELECTIVE HARVEST OPPORTUNITIES FOR SURPLUS SALMON

39. Each year, the Minister may determine whether there is a surplus of a species of Salmon that return to spawn in the Yale First Nation Fishing Area, the size of the surplus and who may harvest that surplus.
40. The Minister may authorize the Yale First Nation to harvest some or all of a surplus of Salmon that return to spawn in the Yale First Nation Fishing Area, on reaching agreement with Yale First Nation in respect of:
 - a) the terms and conditions of the harvest; and
 - b) whether all or part of the harvest will be included in the determination of underages.

MANAGEMENT OF THE YALE FIRST NATION DOMESTIC FISHERY

41. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement with respect to the processes that will be required to carry out fisheries management functions arising from the Final Agreement. The cooperative planning and management functions will include:
- a) Yale First Nation fisheries under the Final Agreement;
 - b) Yale First Nation Enhancement Initiatives and Stewardship Activities;
 - c) Yale First Nation fisheries monitoring and enforcement activities;
 - d) Yale First Nation environmental protection activities associated with Fish, Fish habitat and Aquatic Plants;
 - e) coordination of Yale First Nation fisheries, enhancement, stewardship, monitoring, enforcement and environmental protection activities with other aboriginal groups; and
 - f) other matters by agreement of the Parties.
42. Canada and Yale First Nation may negotiate agreements concerning Yale First Nation activities related to the management of Fish habitat.
43. Before the Final Agreement, the Parties will prepare and maintain an initial document to be known as the Yale First Nation fisheries operational guidelines, that will set out the operational principles, procedures and guidelines to assist each of them in carrying out the provisions of this Chapter, including the preparation and recommendation of annual fishing plans.
44. The Parties will amend the Yale First Nation fisheries operational guidelines as required as improved fisheries management and stock assessment procedures are developed or as the Parties may agree.
45. The Yale First Nation fisheries operational guidelines:
- a) will not be part of the Final Agreement;
 - b) will not be a treaty or land claims agreement;
 - c) will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*; and
 - d) will not create legal obligations.
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46. Between this Agreement and the Final Agreement, the Parties will, through treaty related measures or interim arrangements, test provisions of this Agreement related to management of Yale First Nation fisheries.
47. The Final Agreement will address how recommendations and advice will be provided to the Minister for issuance of a Yale First Nation Harvest Document.
48. Each year, unless otherwise agreed, the Minister will issue a Yale First Nation Harvest Document to Yale First Nation in respect of the Yale First Nation Right to Harvest Fish. The Yale First Nation Harvest Document will be consistent with the Final Agreement.
49. The Final Agreement will address how to deal with issues that arise where Yale First Nation does not agree with the proposed terms and conditions of the Yale First Nation Harvest Document, including in-season adjustments.

RESOURCE STEWARDSHIP AND MANAGEMENT

50. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on how the Parties will address matters related to the management of Fish, Fish Habitat, and Aquatic Plants within the Yale First Nation Fishing Area, including:
 - a) management of fisheries other than Yale First Nation fisheries;
 - b) Enhancement Initiatives and Stewardship Activities;
 - c) monitoring and enforcement activities;
 - d) environmental protection activities associated with Fish and Fish habitat and Aquatic Plants;
 - e) Consultation; and
 - f) other matters as agreed to by the Parties.
 51. Yale First Nation will participate in any regional process established by the Minister for the purpose of exchanging information relevant to the management of Fish and Aquatic Plants within an area including the Yale First Nation Fishing Area between the Minister and aboriginal groups.
 52. Yale First Nation may conduct, with the approval of the Minister, and in accordance with Federal and Provincial Law, Enhancement Initiatives and Stewardship Activities in the Yale First Nation Fishing Area.
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ENFORCEMENT

53. The Parties may negotiate agreements concerning enforcement of Federal and Provincial Law and Yale First Nation Law in respect of fisheries. Those agreements will not be a treaty or land claims agreement, and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
54. Yale First Nation Law made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Law, or Yale First Nation Law in respect of Fish or Aquatic Plants in British Columbia.
55. Where the Minister issues a Yale First Nation Harvest Document to the Yale First Nation, Yale First Nation will make a copy of the Yale First Nation Harvest Document available for inspection by any individual who Yale First Nation designates to harvest under the Yale First Nation Harvest Document and will inform those individuals where and when the Yale First Nation Harvest Document is available for inspection.
56. Where Yale First Nation designates an individual, the Yale First Nation will inform the individual that:
- a) a Yale First Nation Harvest Document may have terms and conditions;
 - b) the terms and conditions of a Yale First Nation Harvest Document may be amended from time to time; and
 - c) it is the responsibility of the individual to verify what are the terms and conditions of a Yale First Nation Harvest Document.

CHAPTER 6

CULTURE AND HERITAGE

YALE FIRST NATION JURISDICTION

1. Subject to paragraph 2, Yale First Nation may make laws, applicable on Yale First Nation Land, to preserve, promote and develop Yale First Nation culture and the Nlaka'pamux (Thompson) language, Puchil dialect.
2. The Final Agreement will not confer authority on Yale First Nation to make laws in respect of:
 - a) Intellectual Property;
 - b) the official languages of Canada; or
 - c) the prohibition of activities off Yale First Nation Land,and, for greater certainty, Federal Law relating to Intellectual Property and official languages apply on Yale First Nation Land.
3. In the event of a Conflict between a Yale First Nation Law made under paragraph 1 and a Federal or Provincial Law, the Yale First Nation Law will prevail to the extent of the Conflict.

YALE FIRST NATION ARTIFACTS

4. The Parties will recognize the integral role of Yale First Nation Artifacts in the continuation of Yale First Nation culture, values, and traditions, whether those Artifacts are held by any one of the Parties.
5. If Yale First Nation Artifacts are held by the Canadian Museum of Civilization, the Canadian Museum of Civilization and Yale First Nation will negotiate and attempt to reach agreement for custodial arrangements for those Yale First Nation Artifacts.
6. If Yale First Nation Artifacts are held by Parks Canada, Parks Canada and Yale First Nation may negotiate and attempt to reach agreement for custodial arrangements for those Yale First Nation Artifacts.
7. British Columbia and Yale First Nation will negotiate and attempt to reach agreement for the sharing of any Yale First Nation Artifacts held by the Royal British Columbia Museum.

8. At the request of Yale First Nation, Canada will use reasonable efforts to facilitate Yale First Nation's access to Yale First Nation Artifacts that are held in other public collections.
9. The Final Agreement will set out any Yale First Nation Artifacts that are subject to agreements between the Parties under paragraphs 5 to 7.
10. After the Effective Date, Yale First Nation will own any Yale First Nation Artifacts discovered within Yale First Nation Land, unless another person establishes ownership.
11. After the Effective Date, if any Yale First Nation Artifact, discovered off Yale First Nation Land comes into the permanent possession of, or under the control of Canada, Canada may lend the Yale First Nation Artifact to Yale First Nation in accordance with any agreements negotiated with Yale First Nation, and Canada may transfer the Yale First Nation Artifact to Yale First Nation.

YALE FIRST NATION ANCIENT HUMAN REMAINS

12. After the Effective Date, if any Ancient Human Remains of Yale First Nation ancestry or any Associated Burial Object comes into the possession of Canada or British Columbia, Canada or British Columbia will, at the request of Yale First Nation, subject to paragraph 13, transfer the Ancient Human Remains or Associated Burial Object to Yale First Nation, in accordance with Federal and Provincial Law and federal and provincial policies and protocols.
13. Yale First Nation will resolve any competing claims with other First Nations to Ancient Human Remains and any Associated Burial Object and will provide Canada and British Columbia with written confirmation of the settlement of the dispute before further negotiations of the transfer of Ancient Human Remains and any Associated Burial Object under paragraph 12.

HERITAGE SITES

14. Yale First Nation may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Yale First Nation Land in order to preserve Yale First Nation and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.
15. British Columbia and Yale First Nation will negotiate and attempt to reach agreement on a list of key sites of cultural and historic significance outside Yale First Nation Land to be protected through provincial heritage site designation or through other measures agreed to by British Columbia and Yale First Nation.

PLACE NAMES

16. Yale First Nation and British Columbia will negotiate and attempt to reach agreement on a list of key geographic features, set out in the Final Agreement, to be named or renamed in the Yale First Nation language, subject to provincial requirements.
17. After the Effective Date, Yale First Nation may propose that British Columbia name or rename other geographic features with Yale First Nation names, and British Columbia will consider those proposals in accordance with provincial policy and procedures.
18. At the request of Yale First Nation, British Columbia will record Yale First Nation names and historic background information submitted by Yale First Nation for inclusion in the British Columbia geographic names data base for the geographic features that are set out in the Final Agreement, in accordance with provincial policy and procedures.

CHAPTER 7

YALE FIRST NATION ROLE OFF YALE FIRST NATION LAND

GATHERING PLANTS

1. Yale First Nation will have the right to gather Plants for Domestic Purposes on provincial Crown land in an area to be set out in an Appendix to the Final Agreement.
2. The Yale First Nation right to gather Plants will be limited by measures necessary for conservation, public health or public safety.
3. The Yale First Nation right to gather Plants will be exercised in a manner that does not interfere with uses, authorization of uses or dispositions of provincial Crown land existing as of the Effective Date, or the ability of the provincial Crown to use, authorize uses of or dispose of provincial Crown land.
4. The Final Agreement will include further provisions related to the exercise of the right to gather Plants referred to in paragraph 1, including the circumstances, if any, under which a Gathering Plan will be required.
5. Yale First Nation Members will not be required to pay fees to Canada or British Columbia in order to exercise the Yale First Nation right to gather Plants.

PROVINCIAL PUBLIC PLANNING PROCESSES

6. When British Columbia establishes a Public Planning Process, in the Yale First Nation Area, British Columbia will notify Yale First Nation.
 7. Yale First Nation will have the right to participate in any Public Planning Process in respect of the Yale First Nation Area, in accordance with procedures established by British Columbia for that Public Planning Process.
 8. In participating in any Public Planning Process, Yale First Nation may bring forward any matters it considers relevant, including any rights or interests set out in the Final Agreement.
 9. British Columbia may proceed with any Public Planning Process even if Yale First Nation does not participate in that process.
 10. Yale First Nation may make proposals to British Columbia to establish a Public Planning Process or to establish protected areas in the Yale First Nation Area.
 11. Nothing in the Final Agreement will obligate British Columbia to undertake a Public Planning Process or to establish a protected area.
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12. British Columbia will provide Yale First Nation with the draft plan resulting from any Public Planning Process and Yale First Nation may provide written recommendations to the Minister that may be made public by British Columbia.
13. After considering any written recommendations from Yale First Nation and any matters the Minister considers appropriate, the Minister will provide written reasons for any Yale First Nation recommendations that are not accepted.

PARKS AND PROTECTED AREAS

14. Before the Final Agreement, Canada and Yale First Nation will negotiate and attempt to reach agreement on how Yale First Nation will be Consulted in the establishment of any future National Park or National Park Reserve within the Yale First Nation Area.
15. Before the Final Agreement, British Columbia and Yale First Nation will negotiate and attempt to reach agreement on how Yale First Nation will participate in:
 - a) the process leading to the designation or establishment;
 - b) boundary modification; and
 - c) naming,of Provincial Parks and provincial Protected Areas within the Yale First Nation Area.
16. Before the Final Agreement, British Columbia and Yale First Nation will negotiate and attempt to reach agreement regarding arrangements for Yale First Nation participation in the management of specific provincial Protected Areas and Ecological Reserves.
17. Any agreement or arrangement in paragraphs 14 to 16 will not be part of the Final Agreement, will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and will not be a treaty or land claims agreement.

CHAPTER 8

ACCESS, ROADS AND CORRIDORS

GENERAL

1. Except as modified by the Final Agreement, Yale First Nation, as owner of Yale First Nation Land, will have the same rights and obligations in respect of public access, occupation and trespass to Yale First Nation Land as private owners of estates in fee simple have in respect of public access to their land.
2. Nothing in the Final Agreement will affect the public right of navigation.

YALE FIRST NATION LAWS

3. Yale First Nation Government may make laws regulating access to Yale First Nation Land for purposes such as:
 - a) public safety;
 - b) the prevention of nuisance or damage;
 - c) the possession and use of property;
 - d) the protection of environmentally sensitive areas;
 - e) the protection of culturally sensitive areas;
 - f) the regulation of harvesting or extraction of resources;
 - g) fees for the commercial use of Yale First Nation Land; or
 - h) the regulation of such other matters agreed to in the Final Agreement.
4. Notwithstanding the authority of Yale First Nation Government to make laws under paragraph 3.a) to 3.h), Yale First Nation will not deny reasonable access to interests within Yale First Nation Land under paragraph 15.
5. Yale First Nation will not, through law or land designations enacted or amended after the Effective Date, preclude access as provided for in the Final Agreement.
6. In the event of a Conflict between a Federal or Provincial Law, and a Yale First Nation Law made under paragraph 3, the Federal or Provincial Law will prevail to the extent of the Conflict.

YALE FIRST NATION ACCESS TO CROWN LANDS

7. Yale First Nation Members will have reasonable access on Crown land to allow for the exercise of Yale First Nation rights set out in the Final Agreement, including use of resources for purposes incidental to the normal use of those rights, provided that this access and incidental use of resources are in accordance with Federal and Provincial Law and do not interfere with the uses, authorization of uses, or dispositions of Crown land existing as of the Effective Date, or the ability of the Crown to use, authorize uses of or dispose of Crown land.
8. There is an outstanding issue among the Parties in respect of the access referred to in paragraph 7 as it relates to land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the outstanding issue.
9. Agents, employees, contractors, subcontractors and other representatives of Yale First Nation will have access, in accordance with Federal and Provincial Law, at no cost, to Crown lands in order to:
 - a) deliver and manage programs and services;
 - b) carry out duties under Yale First Nation Law;
 - c) enforce laws;
 - d) respond to emergencies; or
 - e) carry out other specified purposes as set out in the Final Agreement.
10. Persons who enter, cross and stay temporarily on Crown land under paragraphs 9 are subject to Federal and Provincial Law.
11. Persons who enter, cross and stay temporarily on Crown land under paragraph 9 will provide, if practicable, British Columbia or Canada with reasonable notice before accessing Crown lands.

ACCESS TO YALE FIRST NATION LAND

12. Agents, employees, contractors, subcontractors and other representatives of Canada, British Columbia, Public Utilities, Railways, or the Canadian Armed Forces, and peace officers will have access, in accordance with Federal and Provincial Law, at no cost, to Yale First Nation Land in order to:
 - a) deliver and manage programs and services;
 - b) carry out duties under Federal and Provincial Law;
-

- c) enforce laws;
- d) respond to emergencies; or
- e) carry out other specified purposes as set out in the Final Agreement.

13. A party exercising a right of access under paragraph 12 will act in accordance with Federal and Provincial Law, including the payment of compensation for any damage to Yale First Nation Land if required by Federal or Provincial Law.
14. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Yale First Nation Land, without payment of any fees or other charges to Yale First Nation, except as provided for under Federal Law.

ACCESS TO LEGAL INTERESTS

15. The Final Agreement will include provisions with respect to access, where reasonably required, to interests within, contiguous or in close proximity to Yale First Nation Land, identified in the Final Agreement.

OWNERSHIP, ADMINISTRATION AND CONTROL OF ROADS

16. Yale First Nation will own Yale First Nation Roads and they will form part of Yale First Nation Land.
17. Yale First Nation will administer, control, create and deactivate Yale First Nation Roads.
18. On the Effective Date, the road set out in Appendix B, will become a Yale First Nation Road.

ACCESS AND SAFETY REGULATION

19. British Columbia will retain the authority to regulate all matters relating to:
- a) the location and design of intersecting roads giving access to Crown Corridors from Yale First Nation Land, including:
 - i. regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,
 - ii. regulating or requiring merging lanes, on ramps and off ramps, or
 - iii. requiring contributions to the cost of the matters referred to in paragraphs 19.a) i and 19.a) ii; and

- b) the height and location of structures on Yale First Nation Land immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.
- 20. Subject to provincial requirements, including those set out in paragraph 19, British Columbia will not unreasonably deny Yale First Nation access to a Provincial Road from Yale First Nation Land.
- 21. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Yale First Nation Land adjacent to Crown Corridors.
- 22. Yale First Nation will Consult with British Columbia on land use decisions relating to the development of Yale First Nation Land adjacent to Crown Corridors.

ACCESS TO ROADS

- 23. Yale First Nation will allow public access to Yale First Nation Roads.

RESPONSIBILITY FOR ROADS

- 24. Yale First Nation, or persons authorized by Yale First Nation, will be responsible for the design, construction, management and maintenance of Yale First Nation Roads.
- 25. The standards that will apply to the design, construction, management and maintenance of Yale First Nation Roads will, at a minimum, meet applicable provincial and federal standards.

TRANSFER OF OWNERSHIP, ADMINISTRATION OR CONTROL OF ROADS

- 26. With the agreement of Yale First Nation, British Columbia may transfer any Provincial Road to Yale First Nation, with the exception of the Trans-Canada Highway, also known as Highway #1.
- 27. With the agreement of Yale First Nation, British Columbia may transfer any interest in any Forest Road to Yale First Nation.
- 28. With the agreement of British Columbia or Canada, Yale First Nation may transfer to British Columbia or Canada any Yale First Nation Road.

ACCESS TO GRAVEL AND RELATED MATERIALS

- 29. The Final Agreement will include provisions for the establishment of reciprocal Gravel material management plans between British Columbia and Yale First Nation.

CHAPTER 9

FOREST RESOURCES

FOREST RESOURCES ON YALE FIRST NATION LAND

1. Yale First Nation will own Forest Resources on Yale First Nation Land.
2. Yale First Nation will have exclusive authority to determine, collect and administer any fees, rents or other charges relating to Forest Resources on Yale First Nation Land.
3. Paragraphs 1 and 2 will be subject to the continuation of any interests existing on the Effective Date as set out in Appendix D-1.

YALE FIRST NATION LAWS

4. Yale First Nation Government may make laws in respect of the management of Forest Resources on Yale First Nation Land.
5. Yale First Nation Government may not make laws in relation to:
 - a) timber marking and scaling;
 - b) manufacture in British Columbia of products from Forest Resources in accordance with Part 10 of the *Forest Act (British Columbia)*, on Yale First Nation Land; or
 - c) the export of Forest Resources removed from Yale First Nation Land.
6. Yale First Nation Law in respect of Timber Resources under paragraph 4 will provide for forest practices and standards that meet or exceed those established under Provincial Law.
7. Yale First Nation Law in respect of Non-timber Resources under paragraph 4 will provide for practices and standards that meet or exceed those established under Federal and Provincial Law.
8. In the event of a Conflict between a Federal or Provincial Law and a Yale First Nation Law made under paragraph 4, the Federal or Provincial Law will prevail to the extent of the Conflict.
9. The Final Agreement will set out arrangements between British Columbia and Yale First Nation for the management and control of forest health on Yale First Nation Land and for forest fire protection and suppression on Yale First Nation Land.

10. The Final Agreement will provide for information sharing in relation to forest activities on Yale First Nation Land and on provincial Crown land immediately adjacent to Yale First Nation Land.

TRANSITION PROVISIONS ON YALE FIRST NATION LAND

11. The Final Agreement will set out measures for the transition to Yale First Nation authority and management of Forest Resources on Yale First Nation Land, including silviculture obligations and road de-activation.
12. Nothing in the Final Agreement will prevent Yale First Nation from pursuing additional forestry tenures outside the Final Agreement under Provincial Law.

CHAPTER 10

ENVIRONMENTAL ASSESSMENT

GENERAL

1. Notwithstanding any decision made by Canada or British Columbia in respect of a Federal Project or a Provincial Project, no Federal Project or Provincial Project on Yale First Nation Land will proceed without the consent of Yale First Nation.

YALE FIRST NATION PARTICIPATION IN FEDERAL ENVIRONMENTAL ASSESSMENTS

2. If a Federal Project is located within the Yale First Nation Area, and may reasonably be expected to have adverse environmental effects on Yale First Nation Land or on Yale First Nation rights under the Final Agreement:
 - a) Canada will ensure that Yale First Nation is provided with timely notice of the Environmental Assessment and information describing the Federal Project in sufficient detail to permit Yale First Nation to determine if it is interested in participating in the Environmental Assessment;
 - b) if Yale First Nation confirms that it is interested in participating in the Environmental Assessment of the Federal Project, Canada will provide Yale First Nation with an opportunity to comment on:
 - i. the components of the Federal Project to be included in the Environmental Assessment;
 - ii. the environmental effects of the Federal Project; and
 - iii. any mitigation measures to be implemented;
 - c) Yale First Nation will have access to information in Canada's possession related to the Environmental Assessment of the Federal Project in accordance with the public registry provisions in the *Canadian Environmental Assessment Act*; and
 - d) Canada will give full and fair consideration to any comments referred to in paragraph 2.b) and will respond to the comments during the Environmental Assessment process before making a decision that would have the effect of enabling the Federal Project to be carried out in whole or in part.
3. If a Federal Project that is located within the Yale First Nation Area, may reasonably be expected to have adverse environmental effects on Yale First Nation Land or on Yale First Nation rights under the Final Agreement, and is referred to a panel under

the *Canadian Environmental Assessment Act*, Yale First Nation will have the opportunity to propose to the Minister a list of names that the Minister may consider for appointment to that panel unless:

- a) the panel is a decision-making body, such as the National Energy Board; or
 - b) Yale First Nation is a proponent of the Federal Project.
4. If a Federal Project that is located within the Yale First Nation Area, and may reasonably be expected to have adverse environmental effects on Yale First Nation Land or on Yale First Nation rights under the Final Agreement, is referred to a panel under the *Canadian Environmental Assessment Act*, Yale First Nation will have formal standing before that panel.

YALE FIRST NATION PARTICIPATION IN PROVINCIAL ENVIRONMENTAL ASSESSMENTS

5. If a Provincial Project is located on Yale First Nation Land or may reasonably be expected to have adverse environmental effects on Yale First Nation Land, on residents of Yale First Nation Land or on Yale First Nation rights under the Final Agreement, British Columbia will ensure that Yale First Nation:
- a) receives timely notice of, and relevant information on, the Provincial Project and the potential adverse environmental effects;
 - b) is Consulted regarding the environmental effects of the Provincial Project; and
 - c) receives an opportunity to participate in any Environmental Assessment of the Provincial Project.

AGREEMENTS

6. Where a proposed development referred to in paragraph 24.b) of the Lands Chapter, that is subject to an administrative procedure under paragraph 25 of the Lands Chapter, is also a Federal Project or Provincial Project, the Parties will negotiate and attempt to reach agreement to harmonize their respective procedures.

CHAPTER 11

ENVIRONMENTAL PROTECTION

YALE FIRST NATION LAWS

1. Yale First Nation Government may make laws applicable on Yale First Nation Land to manage, protect, preserve and conserve the Environment including, but not limited to, laws in respect of:
 - a) prevention, mitigation and remediation of pollution and degradation of the Environment;
 - b) waste management, including solid wastes and wastewater;
 - c) protection of local air quality; and
 - d) Environmental Emergency response.
2. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the extent of the penalties that Yale First Nation Government may impose in respect of Yale First Nation Law made under paragraph 1.
3. In the event of a Conflict between a Yale First Nation Law made under paragraph 1 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

AGREEMENTS

4. Yale First Nation may enter into agreements with Canada or British Columbia for cooperation and coordination on matters relating to the Environment that may affect the Yale First Nation Area both on and off Yale First Nation Land.

ENVIRONMENTAL EMERGENCIES

5. Except as set out in the Final Agreement, as the owner or the decision maker in relation to the use of Yale First Nation Land, Yale First Nation is responsible for the prevention of, preparedness for, timely response to and recovery from Environmental Emergencies that occur on Yale First Nation Land.
6. Yale First Nation may enter into agreements with Canada, British Columbia or local governments for the prevention of, preparedness for, response to and recovery from environmental emergencies originating on Yale First Nation Land, or the lands and waters immediately adjacent to Yale First Nation Land.

CHAPTER 12

WATER

GENERAL

1. Nothing in the Final Agreement will be construed to confer any proprietary rights respecting water.
2. Storage, diversion, extraction and use of water will be in accordance with Federal and Provincial Law.
3. There is an outstanding issue among the Parties as to the definition of “Available Flow” under the Definitions chapter and the provisions relating to Groundwater in this Chapter as to whether the wording addresses concerns by Canada about potential impacts on Fish, Fish habitat and Stream habitat arising out of the water licensing and regulation of Groundwater contemplated under this Chapter.
4. Any change under the Final Agreement to the definition of “Available Flow” or provisions relating to Groundwater in this Chapter will be consistent with the distribution of powers between Canada and British Columbia under the Constitution of Canada.

YALE FIRST NATION LAWS

5. The Yale First Nation Government may make laws applicable on Yale First Nation Land in respect of:
 - a) the consent of Yale First Nation under paragraph 12.a) to applications for water licences to be applied against the water reservation; and
 - b) the supply to, and the use of water by, Yale First Nation Members from a water licence issued to Yale First Nation in accordance with paragraph 12.
6. In the event of a Conflict between a Federal or Provincial Law and Yale First Nation Law made under paragraph 5, the Federal or Provincial Law will prevail to the extent of the Conflict.

YALE FIRST NATION WATER RESERVATION

7. The Final Agreement will provide for a Yale First Nation water reservation under the *Water Act* for domestic, agricultural, and industrial uses of water, with the exception of hydro power, on Yale First Nation Land.

8. After the Streams that are to be subject to the water reservation are identified, British Columbia will recommend the establishment of a water reservation under the *Water Act* in favour of Yale First Nation to achieve the purpose of paragraph 7.
9. On the Effective Date, British Columbia will establish a Yale First Nation water reservation under the *Water Act* that specifies a volume of unrecorded water, the Streams that are subject to the water reservation, and the extent to which the water reservation applies to Streams.
10. The Yale First Nation water reservation will have precedence over all water licences on that Stream other than existing water licences on that Stream, and water licences applied for on that Stream before the establishment of any water reservation for Yale First Nation.
11. Any person seeking a water licence for volumes of water to be applied against the Yale First Nation water reservation, must gain consent from Yale First Nation before submitting that application to British Columbia.
12. If any person applies for a water licence to be applied against the Yale First Nation water reservation and:
 - a) Yale First Nation has consented to the application;
 - b) the application conforms to provincial regulatory requirements, including safety standards;
 - c) there is sufficient unrecorded volume of flow in the Yale First Nation water reservation; and
 - d) the application is for a volume of flow that, together with the total volume of flow licenced for that Stream under the Final Agreement, does not exceed the percentage of Available Flow, for that Stream as set out in the Final Agreement;British Columbia will approve the application and issue the water licence.
13. The volume of flow approved in a water licence issued under paragraph 12 will be deducted from the unrecorded volume of flow in the Yale First Nation water reservation.
14. If a water licence issued from the water reservation referred to in paragraph 7 is cancelled, expires or is otherwise terminated, the volume of flow in that water licence will be added back to the unrecorded volume of flow in the Yale First Nation water reservation.
15. If a person other than Yale First Nation has a water licence and requires access across, or an interest in Yale First Nation Land for the construction, maintenance, improvement or operation of works authorized under the water licence, Yale First

Nation may not unreasonably withhold consent, and will take reasonable steps, to ensure that access or the granting of that interest.

16. If Yale First Nation or a Yale First Nation Member has a water licence approved under paragraph 12 and reasonably requires access across, or an interest in, Crown land for the construction, maintenance, improvement or operation of work authorized under the licence, British Columbia or Canada, as the case may be, will grant the access or interest on reasonable terms.
17. A water licence issued to Yale First Nation or a Yale First Nation Member for use on Yale First Nation Land under paragraph 12 will not be subject to any rentals, fees, or other charges by British Columbia.

SALE OF WATER

18. If Federal and Provincial Law permits the sale of water, Yale First Nation may sell water in accordance with Federal and Provincial Law.

FLOOD PROTECTION

19. Yale First Nation will have exclusive ownership and responsibility for maintenance of all diking systems or other flood protection works situated entirely on Yale First Nation Land.
20. Where a diking system or other flood protection works extend beyond Yale First Nation Land or provide protection for other land, Yale First Nation may enter into agreements for joint management and responsibility for such systems or works with other jurisdictions and owners.
21. Yale First Nation Government may make laws regulating the development and use of Yale First Nation Land that is vulnerable to flooding and will require that any development on such land is subject to flood-proofing standards equal to or greater than provincial standards.
22. In the event of a Conflict between a Federal or Provincial Law and a Yale First Nation Law made under paragraph 21, the Federal or Provincial Law will prevail to the extent of the Conflict.
23. Yale First Nation will identify risks associated with the failure of any dam, dike or other protective works for which Yale First Nation has responsibility, and develop plans for:
 - a) immediate local response in the event of a potential emergency;
 - b) quick notice to all other jurisdictions which may be threatened by the uncontrolled release of water; and

- c) coordination with provincial authorities for disaster assistance when local capacity is exceeded.

WATER MANAGEMENT

- 24. Yale First Nation may participate in water planning processes in the Yale First Nation Area in the same manner as local governments and other First Nations.
- 25. In respect of the management of water within the Yale First Nation Area, Yale First Nation and Canada or British Columbia may negotiate agreements to:
 - a) define respective roles and responsibilities and coordinate activities related to:
 - i. flood response and public safety;
 - ii. protection of water quality;
 - iii. ground water management and regulation;
 - iv. resource inventory;
 - v. monitoring of water quality and quantity;
 - vi. management of and access to information;
 - vii. water conservation;
 - viii. water management objectives and planning;
 - ix. any other matters as agreed to by the Parties; and
 - b) identify watersheds that require water management planning.
- 26. Where a watershed includes both Yale First Nation Land and provincial Crown land, and if Yale First Nation or British Columbia considers that the watershed is an important source of drinking water, British Columbia and Yale First Nation may negotiate agreements on promoting the protection of drinking water in that watershed.

POWER RESERVATION

- 27. In addition to the Yale First Nation water reservation referred to in paragraph 7, British Columbia will, subject to Available Flow, establish a water reservation of the unrecorded water of specific Streams identified in the Final Agreement in favour of Yale First Nation for a term to be set out in the Final Agreement to enable Yale First Nation to investigate the suitability of those Streams for hydro power purposes, including related storage purposes.

28. If Yale First Nation applies for a water reservation for hydro power purposes on a Stream subject to the Yale First Nation hydro power reservation under paragraph 27, British Columbia, after considering the results of any investigation referred to in paragraph 33 and subject to Available Flow, will establish a Yale First Nation hydro power reservation for hydro power purposes and any related storage purposes on that Stream if it considers that Stream to be suitable for hydro power purposes.
29. If British Columbia establishes a water reservation for hydro power purposes on a Stream referred to in paragraph 28, the Yale First Nation hydro power reservation referred to in paragraph 27 will terminate in respect of that Stream.
30. If, after British Columbia establishes a water reservation for hydro power purposes under paragraph 28, Yale First Nation applies for a water licence for hydro power purposes and any related storage purposes for a volume of flow from the Stream subject to that water reservation, British Columbia will grant the water licence if the proposed hydro power project conforms to Federal and Provincial Law, and there is sufficient Available Flow in the Stream.
31. If British Columbia issues a water licence referred to in paragraph 30, the water reservation referred to in paragraph 28 will terminate in respect of that Stream.

GROUNDWATER

32. If British Columbia brings into force Provincial Law regulating the volume of Groundwater under Yale First Nation Land which may be extracted and used, British Columbia will, if Groundwater is reasonably available, negotiate and attempt to reach agreement with Yale First Nation on the volume of Groundwater which may be extracted and used for domestic, agricultural and industrial purposes by Yale First Nation on Yale First Nation Land for as long as that Provincial Law is in effect.
 33. For the purposes of paragraph 32, the Parties will:
 - a) determine the volume of flow of Groundwater which can reasonably be withdrawn from the Groundwater aquifer under consideration while maintaining the sustainability and quality of the Groundwater from the aquifer; and
 - b) determine the existing and reasonable future needs for Groundwater of Yale First Nation on Yale First Nation Land, as well as the existing and future needs of other users in the area.
 34. If British Columbia and Yale First Nation fail to agree on the volume of Groundwater that may be extracted and used by Yale First Nation in negotiations under paragraphs 32 and 33, British Columbia or Yale First Nation may refer the matter for final determination by an arbitrator in accordance with the Dispute Resolution Chapter.
 35. Access to extract Groundwater on Yale First Nation Land will require the consent of Yale First Nation.
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CHAPTER 13

WILDLIFE

GENERAL

1. Yale First Nation will have the right to harvest Wildlife for Domestic Purposes in the Wildlife Harvest Area in accordance with the Final Agreement.
2. The Yale First Nation Right to Harvest Wildlife will be held by Yale First Nation and Yale First Nation may not dispose of that right.
3. The Yale First Nation Right to Harvest Wildlife will be limited by measures necessary for conservation, public health or public safety.
4. The Minister will retain authority for Wildlife, and their management, conservation and habitat.
5. The Yale First Nation Right to Harvest Wildlife will be exercised in a manner that does not interfere with the uses, authorization of uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with paragraph 6.
6. The Crown may use, authorize uses of or dispose of Crown land, and any use, authorization of use or disposition may affect the methods, times and locations of harvest under the Yale First Nation Right to Harvest Wildlife, but the Crown will not use, authorize uses of or dispose of Crown land to an extent that would result in Yale First Nation being denied the reasonable opportunity to harvest Wildlife under the Yale First Nation Right to Harvest Wildlife.
7. There is an outstanding issue among the Parties as to the inclusion in the Wildlife Harvest Area of land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on this outstanding issue.
8. Yale First Nation Members will not be required to have federal or provincial licences or to pay fees or charges to Canada or British Columbia relating to the Yale First Nation Right to Harvest Wildlife.
9. Nothing in the Final Agreement will affect Canada's ability to require Yale First Nation Members to obtain licences for the use and possession of firearms under Federal Law.
10. The Final Agreement will not preclude Yale First Nation Members from harvesting Wildlife outside of the Wildlife Harvest Area throughout Canada in accordance with:

- a) Federal and Provincial Law;
- b) any agreements, that are in accordance with Federal and Provincial Law, between Yale First Nation and other aboriginal groups; and
- c) any other agreement between another aboriginal group and Canada or British Columbia.

YALE FIRST NATION LAWS

11. Yale First Nation Government may make laws, in respect of the Yale First Nation Right to Harvest Wildlife, that are consistent with the Final Agreement and an approved Wildlife Management Plan, for:
 - a) the distribution of harvested Wildlife among Yale First Nation Members;
 - b) designating Yale First Nation Members to harvest Wildlife;
 - c) documenting Yale First Nation Members who have been designated;
 - d) the methods, timing and location of the harvest of Wildlife included in the Wildlife Management Plan; and
 - e) Trade and Barter of Wildlife harvested by Yale First Nation Members.
12. Yale First Nation Government will make laws to require Yale First Nation Members to comply with the Wildlife Management Plan.
13. In the event of a Conflict between a Yale First Nation Law made under paragraph 11.a), 11.b), 11.d), or 11.e), and a Federal or Provincial Law, the Yale First Nation Law will prevail to the extent of the Conflict.
14. In the event of a Conflict between a Yale First Nation Law made under paragraph 11.c) or 12, and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.
15. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife.

DOCUMENTATION

16. Yale First Nation will issue documentation to Yale First Nation Members to harvest Wildlife under the Yale First Nation Right to Harvest Wildlife.
 17. All persons who harvest Wildlife under the Yale First Nation Right to Harvest Wildlife will be required to carry documentation issued by Yale First Nation and to produce that documentation on request by an authorized person.
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18. Documentation issued by Yale First Nation to a person who harvests Wildlife under the Yale First Nation Right to Harvest Wildlife will:

- a) be in the English Language and, at the discretion of Yale First Nation, the Nlaka'pamux (Thompson) language, Puchil dialect;
- b) include the name and address of the person; and
- c) meet any other requirements set out in the Wildlife Management Plan.

DESIGNATED WILDLIFE SPECIES

19. Yale First Nation or British Columbia may recommend to the Minister whether a Wildlife population should be, or continue to be, a Designated Wildlife Species.

20. The Minister may establish a Designated Wildlife Species if the Minister determines that, in order to address a conservation risk to a population of that Wildlife species, there should be a Total Allowable Wildlife Harvest of that Wildlife species.

21. The Minister may determine that a Wildlife species is no longer a Designated Wildlife Species if the Minister determines that the conservation risk to a population of that Wildlife species within the Wildlife Harvest Area no longer exists.

22. The Minister will request and consider recommendations from Yale First Nation before determining the Total Allowable Wildlife Harvest for any Designated Wildlife Species.

23. In determining the Total Allowable Wildlife Harvest for a Designated Species, the Minister, in accordance with proper Wildlife management, will take into account:

- a) the population of the Wildlife species within the Wildlife Harvest Area; and
- b) the population of the Wildlife species within its normal range or area of movement outside the Wildlife Harvest Area.

ALLOCATION

24. If the Minister designates a Wildlife species as a Designated Wildlife Species, British Columbia and Yale First Nation will negotiate and attempt to reach agreement on the Allocation of that Designated Wildlife Species.

25. Any determination or variation of an Allocation will take into account all relevant information presented by British Columbia and Yale First Nation and in particular information presented in respect of:

- a) the status of the Wildlife species;
 - b) conservation requirements;
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- c) current and past Yale First Nation harvest for Domestic Purposes;
 - d) change in Yale First Nation harvesting effort; and
 - e) harvest by persons other than Yale First Nation Members.
26. If British Columbia and Yale First Nation fail to agree on Yale First Nation's Allocation for a Designated Wildlife species under paragraphs 24 and 25, the Allocation will be finally determined by arbitration under the Dispute Resolution Chapter.
27. British Columbia or Yale First Nation may, at any time, request a review to vary an Allocation.
28. The Party requesting a review of an Allocation of a Designated Wildlife Species in accordance with paragraph 27 has the onus of establishing that the Allocation should be varied.

MANAGEMENT

29. British Columbia and Yale First Nation will develop a Wildlife Management Plan:
- a) for the harvest of
 - i. Designated Wildlife Species; and
 - ii. Wildlife species proposed by Yale First Nation or British Columbia in order to adequately manage and conserve the resource; or
 - b) by agreement of Yale First Nation and British Columbia.
30. If there is an approved Wildlife Management Plan, the Yale First Nation Right to Harvest Wildlife will be exercised in accordance with this plan.
31. If necessary, Yale First Nation and British Columbia will develop the initial Wildlife Management Plan before the Effective Date to take effect on the Effective Date.
32. The Wildlife Management Plan will include provisions consistent with the Final Agreement in respect of:
- a) designating and documenting Yale First Nation harvesters;
 - b) the methods, timing and locations of the Wildlife harvest;
 - c) as appropriate, the sex, and age composition of the Yale First Nation harvest;
 - d) monitoring and reporting of the Yale First Nation harvest and data collection;
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- e) possession and transportation of Wildlife or Wildlife parts;
 - f) the in-season adjustment and amendment to the Wildlife Management Plan; and
 - g) other matters agreed to by British Columbia and Yale First Nation.
33. The Wildlife Management Plan will take into account management concerns identified by the Minister.
34. The Wildlife Management Plan will be submitted by Yale First Nation and British Columbia to the Minister for approval.
35. In considering the proposed Wildlife Management Plan, the Minister will take into account the following factors:
- a) conservation requirements and availability of Wildlife resources;
 - b) any Yale First Nation preferences in respect of harvest locations, methods, or times set out in the proposed Wildlife Management Plan;
 - c) harvest by persons other than Yale First Nation Members;
 - d) requirements for the integration and efficient management of the overall Wildlife resources;
 - e) public health and safety;
 - f) accepted scientific procedures for Wildlife management; and
 - g) other relevant statutory considerations.
36. If a Wildlife Management Plan proposed under paragraph 29 is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 35, approve, or vary and approve, that Wildlife Management Plan, and the Minister will provide written reasons to Yale First Nation for any significant changes between the proposed Wildlife Management Plan and the approved Wildlife Management Plan. An approved Wildlife Management Plan will be consistent with the Final Agreement.
37. The Wildlife Management Plan will be reviewed at such times as proposed by either Yale First Nation or British Columbia.
38. Notwithstanding paragraph 35, the Minister will not approve any method of harvest that differs from those permitted under Federal or Provincial Law unless the Minister is satisfied that the method is consistent with public safety.
39. If there is a Conflict between a provision of the approved Wildlife Management Plan and Provincial Law, the approved Wildlife Management Plan will prevail to the extent of the Conflict.
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40. Yale First Nation will have the right to participate in any Wildlife advisory management processes established by British Columbia in respect of the Wildlife Harvest Area.

TRADE, BARTER AND SALE

41. Yale First Nation Members will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife and Wildlife parts, including meat and furs, harvested under the Yale First Nation Right to Harvest Wildlife.
42. Any sale of Wildlife or Wildlife parts, including meat and furs, harvested under the Yale First Nation Right to Harvest Wildlife will be in accordance with any Federal and Provincial Law that permit sale.

TRAPPING

43. Traplines located wholly or partially on Yale First Nation Land that exist as of the Effective Date, and which will be set out in an appendix to the Final Agreement, are retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
44. Yale First Nation will not unreasonably restrict access to persons who hold traplines as set out in an appendix to the Final Agreement for the purposes of carrying out trapping activities.
45. If a trapline, which is located wholly or partially on Yale First Nation Land, becomes vacant by reason of abandonment or operation of law, British Columbia will not register a new trap line on Yale First Nation Land without the consent of Yale First Nation.
46. If the holder of a registered trapline that is located on Yale First Nation Land agrees to transfer the trapline to Yale First Nation, British Columbia will consent to and register the transfer.

GUIDING

47. Guide outfitter licences and certificates and angling guide licences which exist as of the Effective Date and apply to an area wholly or partially on Yale First Nation Land will be set out in an appendix to the Final Agreement, will be retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
48. Yale First Nation will not unreasonably restrict access to persons who hold guide outfitter licences and certificates or angling guide licences as set out in an appendix to the Final Agreement, for the purpose of carrying out guiding activities.

49. British Columbia will not issue a new guide outfitter certificate or guide outfitter licence that applies to any portion of Yale First Nation Lands without the consent of Yale First Nation.
50. British Columbia will not issue a new angling guide licence that applies to portion of a watercourse within Yale First Nation Land without the consent of Yale First Nation.

ENFORCEMENT

51. The Parties may negotiate agreements concerning enforcement of Federal and Provincial Law and Yale First Nation Law in respect of Wildlife. Those agreements will not be a treaty or land claims agreement, and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
52. Yale First Nation Law made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Law, or Yale First Nation Law in respect of Wildlife in British Columbia.

CHAPTER 14

MIGRATORY BIRDS

GENERAL

1. Yale First Nation will have the right to harvest Migratory Birds for Domestic Purposes in the Yale First Nation Area throughout the year in accordance with the Final Agreement.
2. The rights of Yale First Nation set out in this Chapter, including the Yale First Nation Right to Harvest Migratory Birds, will be limited by measures necessary for conservation, public health or public safety.
3. The Yale First Nation Right to Harvest Migratory Birds will be a communal right held by Yale First Nation and Yale First Nation may not dispose of that right.
4. The Minister will retain the authority for managing and conserving Migratory Birds and Migratory Bird habitat.
5. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Migratory Birds.
6. Except as otherwise required for the management of a Designated Migratory Bird Population under paragraph 32 or by a Yale First Nation Law made under paragraphs 13 and 15, all Yale First Nation Members may exercise the Yale First Nation Right to Harvest Migratory Birds under the Final Agreement.
7. The Yale First Nation Right to Harvest Migratory Birds will be exercised in a manner that does not interfere with the uses, authorization of uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with paragraph 8.
8. The Crown may use, authorize uses of or dispose of Crown land, and any use, authorization of uses or disposition may affect the methods, times and locations of harvest under the Yale First Nation Right to Harvest Migratory Birds, but the Crown will not use, authorize uses of or dispose of Crown land to an extent that would result in Yale First Nation being denied the reasonable opportunity to harvest Migratory Birds under the Yale First Nation Right to Harvest Migratory Birds.
9. There is an outstanding issue among the Parties as to the inclusion in the Migratory Bird Harvest Area of land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the outstanding issue.

10. Canada and British Columbia will not require Yale First Nation Members harvesting Migratory Birds in accordance with the Final Agreement to have a federal or provincial licence or to pay fees or charges relating to the harvest of Migratory Birds in accordance with the Final Agreement.
11. Nothing in the Final Agreement will affect Canada's ability to require Yale First Nation Members to obtain licenses for the use and possession of firearms under Federal Law.
12. The Final Agreement will not preclude Yale First Nation Members from harvesting Migratory Birds outside of the Migratory Birds Harvest Area throughout Canada in accordance with:
 - a) Federal and Provincial Law;
 - b) any agreements, that are in accordance with Federal and Provincial Law, between Yale First Nation and other aboriginal groups; or
 - c) any other agreement between another aboriginal group and Canada or British Columbia.

YALE FIRST NATION LAWS

13. Yale First Nation Government may make laws, as set out in the Final Agreement, in relation to:
 - a) the methods, timing, and geographic location of the harvest of Migratory Birds in accordance with the Final Agreement;
 - b) the distribution among Yale First Nation Members of Migratory Birds harvested in accordance with the Final Agreement;
 - c) the designation of Yale First Nation Members as harvesters of Migratory Birds under the Final Agreement;
 - d) the Trade and Barter of Migratory Birds harvested in accordance with the Final Agreement among the Yale First Nation Members and other aboriginal people of Canada residing in British Columbia;
 - e) the sale of inedible byproducts, including down, of Migratory Birds harvested in accordance with the Final Agreement; and
 - f) other matters as set out in the Final Agreement.
 14. In the event of a Conflict between a Yale First Nation Law made under paragraph 13 and a Federal or Provincial Law, the Yale First Nation Law will prevail to the extent of the Conflict.
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15. Yale First Nation Government may make laws, as set out in the Final Agreement, in relation to:

- a) the management of Migratory Birds and Migratory Bird habitat on Yale First Nation Land;
- b) the sale of Migratory Birds, other than their inedible byproducts, if permitted by Federal and Provincial Law;
- c) the establishment and administration of licensing requirements for the harvest of Migratory Birds in accordance with the Final Agreement, including the identification and documentation of Yale First Nation Members as harvesters of Migratory Birds under the Final Agreement; and
- d) other matters as set out in the Final Agreement.

16. In the event of a Conflict between a Yale First Nation Law made under paragraph 15 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

DOCUMENTATION

17. The Final Agreement will provide for Yale First Nation issuing documentation to Yale First Nation Members to harvest Migratory Birds under the Yale First Nation Right to Harvest Migratory Birds.

18. All persons who harvest Migratory Birds under the Yale First Nation Right to Harvest Migratory Birds will be required to carry documentation issued by Yale First Nation and to produce that documentation on request by persons authorized to enforce Federal or Provincial Law, or Yale First Nation Law, in respect of the harvest of Migratory Birds, in British Columbia.

19. Documentation issued by Yale First Nation to a person who harvests Migratory Birds under the Yale First Nation Right to Harvest Migratory Birds will:

- a) be in the English Language and, at the discretion of Yale First Nation, the Nlaka'pamux (Thompson) language, Puchil dialect;
- b) include the name and address of the person;
- c) meet any other requirements as set out by Yale First Nation; and
- d) meet any other requirements as set out in the Final Agreement.

ENFORCEMENT

20. The Parties may negotiate agreements in respect of the enforcement of Federal Law,

Provincial Law, or Yale First Nation Law for the harvest of Migratory Birds. Those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

21. Yale First Nation Law made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Law, or Yale First Nation Law in respect of the harvest of Migratory Birds, in British Columbia.

TRADE AND BARTER

22. Yale First Nations Members will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, Migratory Birds, and the eggs or inedible by-products, including down, of Migratory Birds, harvested under the Final Agreement.

SALE

23. Yale First Nation and Yale First Nation Members may sell Migratory Birds only if the sale of Migratory Birds is:
- a) permitted under Federal and Provincial Law; and
 - b) in accordance with a Yale First Nation Law, if any, enacted under paragraph 15.b).
24. Notwithstanding paragraph 23, Yale First Nation and Yale First Nation Members may sell inedible by-products, including down, of Migratory Birds harvested under the Final Agreement and in accordance with a Yale First Nation Law, if any, enacted under paragraph 13.e).

TRANSPORTATION AND EXPORT

25. Yale First Nation and Yale First Nation Members may, in accordance with Federal and Provincial Law, transport or export Migratory Birds and inedible byproducts, including down, of Migratory Birds harvested in accordance with the Final Agreement.

CONSERVATION MEASURES

26. The Parties may negotiate and attempt to reach agreements in respect of conservation issues including:
- a) information sharing;
 - b) actions to be taken by the Parties to jointly address conservation issues;
 - c) local management of Migratory Birds and their habitats;

- d) population, harvest and habitat monitoring;
 - e) enforcement; and
 - f) licence or permit requirements.
27. If, in the opinion of the Minister or Yale First Nation, conservation measures are needed within the Yale First Nation Area to protect a particular population of Migratory Birds, the Parties will Consult with one another in respect of the need for such conservation measures and, if applicable, the development and implementation of such conservation measures.
28. Yale First Nation will provide to the Minister upon request for conservation purposes, information concerning the activities of Yale First Nation and Yale First Nation Members in respect of Migratory Birds harvested in accordance with the Final Agreement.
29. Before making a request under paragraph 28, the Minister will:
- a) attempt to obtain the information under an agreement under paragraph 26.a); and
 - b) provide Yale First Nation with sufficient information to enable it to be adequately informed of the conservation purpose for the request.
30. In the event Yale First Nation declines to provide information requested under paragraph 28, Yale First Nation will provide the Minister with reasons for so declining and, at the Minister's discretion, the matter will proceed in accordance with the Dispute Resolution Chapter of the Final Agreement.

DESIGNATED POPULATIONS

31. If, in the opinion of any Party, there is a conservation risk to a population of a species of Migratory Bird, that Party may make recommendations to the Minister for the designation of that population of Migratory Birds as a Designated Migratory Bird Population.
32. If the Minister, after Consulting with Yale First Nation, determines that there is a conservation risk to a population of a species of Migratory Bird that requires the Allocation of the harvest of that population amongst user groups, and that any other conservation measures that have been implemented have not been effective in reducing the conservation risk to that population, the Minister may designate that population as a Designated Migratory Bird Population.
33. The Minister will, after Consulting with Yale First Nation, determine the Total Allowable Migratory Bird Harvest of the Designated Migratory Bird Population and the Allocation of that Total Allowable Migratory Bird Harvest among the user groups.
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34. The Minister, in determining the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population will take into account factors including:
- a) the status of the Designated Migratory Bird Population;
 - b) continental and local conservation requirements; and
 - c) Canada's international commitments in respect of Migratory Birds.
35. The Minister, in making an Allocation of the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population for Yale First Nation, will take into account, among other things, the following factors:
- a) the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population;
 - b) the current and past domestic needs and harvesting practices of Yale First Nation for the Designated Migratory Bird Population;
 - c) the extent and nature of the Yale First Nation's rights to harvest Migratory Birds as set out the Final Agreement; and
 - d) the interests of other user groups within the range of the Designated Migratory Bird Population.
36. The Minister may, on the recommendations of Yale First Nation, determine that there is no longer a conservation risk to a Designated Migratory Bird Population and remove the designation of that population as a Designated Migratory Bird Population.

CHAPTER 15

CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

CAPITAL TRANSFER

1. The Capital Transfer from Canada and British Columbia to Yale First Nation will be six million, five hundred thousand dollars (\$6,500,000) and will be paid in accordance with the provisions of this Chapter.
2. Yale First Nation may use a portion of the Capital Transfer under paragraph 1 to acquire commercial fishing capacity.
3. A provisional schedule of payments will be negotiated before the initialing of the Final Agreement, which will provide:
 - a) a first payment to Yale First Nation on the Effective Date and subsequent payments on each anniversary of the Effective Date;
 - b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount in paragraph 1; and
 - c) the net present value referred to in paragraph 3.b) will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available, before the initialing of the Final Agreement, from the Department of Finance, Canada, less one eighth of one percent.
4. A final schedule of payments will be determined approximately three months before the Effective Date, or as soon as the Effective date is known, whichever is closest to the Effective Date, in accordance with the following formula:

$$FinalAmount = ProvisionalAmount \times \left(\frac{EffectiveDateFDDIPI}{3rdQ2005FDDIPI} \right)$$

Where,

“Final Amount” refers to each amount in the final schedule of payments;

“Provisional Amount” refers to the corresponding amount in the provisional schedule of payments;

“Effective Date FDDIPI” refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective date;

“3rd Q 2005 FDDIPI” refers to the value of the Canada FDDIPI for the 3rd quarter of the year 2005,

the Effective Date FDDIPI and 3rd Q 2005 FDDIPI values used will be taken from the latest published values available from Statistics Canada at the time the final schedule of payments is established.

5. Payments to Yale First Nation will be made by British Columbia and, subject to paragraph 11, Canada, in accordance with the final schedule of payments determined in accordance with paragraph 4.

REVENUE SHARING

6. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on sharing with Yale First Nation of agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

NEGOTIATION LOAN REPAYMENT

7. On the date of the initialing of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Yale First Nation, including any interest that may have accrued to that date, in accordance with First Nation Negotiation Support Agreements.
8. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 7, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 3.
9. This provisional schedule will use an interest rate equal to the discount rate referred to in paragraph 3.c).
10. A final schedule of loan repayment amounts will be determined approximately three months before the Effective Date, or as soon as the Effective Date is known, whichever is closest to the Effective Date, by:
 - a) determining the amount of any additional negotiation loans made by Canada to Yale First Nation after the initialing of the Final Agreement and before the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with First Nation Negotiation Support Agreements; and
 - b) prorating the additional amounts in paragraph 10.a) over the provisional repayment schedule.

11. Canada may deduct any amounts due under the final schedule of loan repayments referred to in paragraph 10 from Capital Transfer payments payable to Yale First Nation in accordance with paragraph 5.
12. Yale First Nation may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 10.

CHAPTER 16

FISCAL RELATIONS

FISCAL AGREEMENTS

1. Every five years, or other periods as the Parties may agree, the Parties will negotiate and attempt to reach agreement on Yale First Nation fiscal agreements which will set out:
 - a) those programs and services, to be made available by Yale First Nation to Yale First Nation Members and where applicable other occupants of Yale First Nation Land, for which Canada or British Columbia, or both, will provide funding (“agreed-upon programs and services”);
 - b) the amounts of the funding to be provided by Canada or British Columbia, or both, to support the provision of the agreed-upon programs and services;
 - c) how the funding will be provided; and
 - d) other matters as the Parties may agree.
2. In negotiating Yale First Nation fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:
 - a) the financial resources to support Yale First Nation in providing, either directly or indirectly, such as through purchase or joint delivery arrangements, agreed-upon programs and services reasonably comparable to the programs and services available in aboriginal and non-aboriginal communities of similar size and circumstance in southwestern British Columbia;
 - b) opportunities for economies of scale, such as by entering into cooperative arrangements with other governments, First Nations or existing service providers, in order to achieve efficiency and effectiveness in the provision of agreed-upon programs and services;
 - c) affordability in relation to prevailing federal, provincial and Yale First Nation fiscal policies;
 - d) the desirability of reasonably stable, predictable and flexible funding arrangements;
 - e) existing levels of federal and provincial funding provided to Yale First Nation;

- f) Yale First Nation's own source revenue capacity determined in accordance with this Chapter;
 - g) the costs of operating Yale First Nation Government;
 - h) adjustments to base funding such as price and volume, which may include consideration of the number of Yale First Nation Members; and
 - i) other matters agreed to by the Parties.
3. Until the first fiscal agreement comes into effect, Yale First Nation will continue to receive federal and provincial funding if it meets the criteria and is in accordance with conditions in effect from time to time.
4. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree, while they attempt to reach a further fiscal agreement.
5. Setting out Yale First Nation Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.
6. In negotiating fiscal agreements, the Parties will consider procedures for:
- a) negotiating subsequent fiscal agreements;
 - b) assuming or transferring responsibility for the provision of agreed-upon programs and services for the term of the fiscal agreement;
 - c) negotiating the addition of programs and services within the term of a fiscal agreement;
 - d) payment of funds to Yale First Nation under a fiscal agreement;
 - e) the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreement;
 - f) dispute resolution in relation to the fiscal agreement;
 - g) the accountability of Yale First Nation to the funding governments; and
 - h) other procedures agreed to by the Parties.
7. In negotiating the first Yale First Nation fiscal agreement, the Parties will take into account, in addition to paragraph 2, the following:
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- a) the start-up costs of operating the Yale First Nation Government under the Final Agreement;
 - b) the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance and replacement costs of those assets over time.
8. Unless the Parties otherwise agree, they will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed and the first fiscal agreement will come into effect on the Effective Date of the Final Agreement.
9. Any fiscal agreement or own source revenue agreement among the Parties will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.
10. Any amounts required for the purposes of a fiscal agreement or any other funding agreement are subject to appropriations by the Parliament of Canada or the Legislative Assembly of British Columbia.

YALE FIRST NATION REVENUE

11. Yale First Nation will contribute to the funding of agreed-upon programs and services from its own source revenues and it is the shared objective of the Parties that as Yale First Nation's own source revenues increase, Yale First Nation's reliance on transfers will be reduced.
12. Yale First Nation's own source revenue capacity will not be taken into account so as to unreasonably reduce the incentive for Yale First Nation to raise revenues.
13. Before initialing the Final Agreement, the Parties will explore the issue of reasonably equitable treatment as it relates to Yale First Nation commercial activities and other commercial activities in British Columbia.
14. Before initialing the Final Agreement, the Parties will set out in a fiscal agreement or an own source revenue agreement:
- a) a definition of own source revenue capacity; and
 - b) how and when own source revenue capacity will be taken into account to determine the amount of funding provided by Canada or British Columbia, or both, under the fiscal agreement.
15. In calculating Yale First Nation's own source revenue capacity, all Yale First Nation revenues will be included except for the following:
- a) capital transfer payments under the Final Agreement;
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- b) any federal or provincial payments under the Fiscal Agreement;
- c) proceeds from the sale of Yale First Nation Land; and
- d) other matters agreed to by the Parties in the Final Agreement.

There is an outstanding issue among the Parties with respect to federal and provincial payments that are made outside of Fiscal Agreements. The Parties will agree on the own source revenue treatment of these payments before conclusion of the Final Agreement.

16. Before the initialing of the Final Agreement, the Parties will negotiate and specify a schedule for phasing in, over a number of years, the own source revenue capacity of Yale First Nation that is taken into account in determining the funding amount to be transferred by Canada or British Columbia, or both, to Yale First Nation under a fiscal agreement.
17. Before the Final Agreement, the Parties will determine whether provisions of this Chapter will be placed in the Final Agreement or another agreement.

CHAPTER 17

TAXATION

TAXATION POWERS

1. Yale First Nation Government may make laws in respect of direct taxation of Yale First Nation Members on Yale First Nation Land in order to raise revenue for Yale First Nation purposes.
2. Yale First Nation Government powers provided for in paragraph 1 will not limit the taxation powers of Canada or British Columbia.
3. Yale First Nation Law made under this Chapter is subject to relevant obligations of Canada under international agreements respecting taxation.

OTHER TAXATION POWERS AGREEMENTS

4. In paragraphs 5 and 6, “person” includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives.
5. From time to time, Canada or British Columbia may enter into negotiations and attempt to reach a taxation agreement with Yale First Nation in relation to the following matters:
 - a) the manner in which taxation by Yale First Nation Government will be coordinated with existing federal and provincial tax systems; and
 - b) the extent to which Yale First Nation Government may enact laws for the direct taxation of persons on Yale First Nation Land who are not Yale First Nation Members.
6. Before the Final Agreement, Yale First Nation and British Columbia will negotiate and attempt to reach agreement on terms and conditions:
 - a) upon which Yale First Nation Government will have authority to impose real property tax on all persons in respect of those persons’ interests in Yale First Nation Land; and
 - b) to relieve all persons from real property taxation imposed under authority of British Columbia in respect of their interests in Yale First Nation Land.

YALE FIRST NATION LAND

7. Yale First Nation will not be subject to taxation of land, or interests in land, on Yale First Nation Land on which there are no improvements or on which there is an improvement, all or substantially all of which is used for a public purpose and not for a profitable purpose.

INDIAN ACT TRANSITION

8. Before the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements in principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in British Columbia.

YALE FIRST NATION CAPITAL

9. A transfer, or recognition of ownership, under the Final Agreement, of Yale First Nation Capital is not taxable.
10. For the purposes of paragraph 9, an amount paid to a Yale First Nation Member will be deemed to be a transfer of Yale First Nation Capital under the Final Agreement if the payment:
 - a) can reasonably be considered to be a distribution of the Capital Transfer received by Yale First Nation; and
 - b) becomes payable to the Yale First Nation Member within 90 days, and is paid to the Yale First Nation Member within 270 days, after Yale First Nation receives the Capital Transfer.
11. For purposes of the *Income Tax Act* and the *Income Tax Act (British Columbia)*, Yale First Nation Capital transferred to, or recognized as owned by, Yale First Nation under the Final Agreement will be deemed to have been acquired by Yale First Nation on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value at that date.

REVIEW

12. Any consequential taxation, tax administration, or taxation treatment agreements negotiated under paragraphs 5, 6 or 13 are not treaties or land claims agreements, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

TAXATION TREATMENT AGREEMENT

13. In addition to paragraphs 14 to 17, the Parties will negotiate and attempt to reach agreement on the following elements to be included in a taxation treatment agreement:
- a) the tax treatment of Yale First Nation Government, including any subsidiary, in respect of federal and provincial sales taxes; and
 - b) any other taxation related matter that the Parties agree to include in the taxation treatment agreement.
14. For the purposes of sections 149(1)(c) of the *Income Tax Act*, Yale First Nation Government will be deemed to be a public body performing a function of government in Canada.
15. For the purposes of sections 149(1)(d) to 149(1)(d.6) and subsections 149(1.1) to 149(1.3) of the *Income Tax Act*, Yale First Nation Government will be deemed to be a municipality in Canada.
16. The Yale First Nation Government will be deemed to be a qualified donee for the purposes of the *Income Tax Act*.
17. Yale First Nation will be treated as a public authority designated pursuant to section 32 of the *Cultural Property Export and Import Act*, and any non-profit organization established by Yale First Nation Government to receive, store and display cultural objects will be treated as an institution designated under that section of that Act, if Yale First Nation Government or the non-profit organization, as the case may be:
- a) has:
 - i. a facility that meets the environmental requirements of the Minister of Canadian Heritage in respect of long term storage and display of cultural objects; or
 - ii. the use, by virtue of an agreement with a public authority or an institution that is designated under section 32 of the *Cultural Property Export and Import Act*, of a facility that meets the environmental requirements of the Minister of Canadian Heritage, until such time as Yale First Nation or the non-profit organization has a facility that meets those requirements; and
 - b) uses either facility to store or display cultural objects, including any that are donated to it and that are included in 'total cultural gifts' within the meaning of subsection 118.1(1) of the *Income Tax Act* for purposes of computing the income tax liability of the donor.
18. Before the Final Agreement, the Parties will determine whether provisions of this Chapter will be placed in the Final Agreement or another agreement.
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CHAPTER 18

INDIAN ACT TRANSITION

GENERAL

1. The Final Agreement will provide that the *Indian Act* applies with any modifications that the circumstances require to the estate of a person who died testate or intestate before the Effective Date and who, at the time of death, was a member of the Yale Band.
2. Before the Effective Date, Canada will take reasonable steps to:
 - a) notify in writing all members of the Yale Band who have deposited wills with the Minister; and
 - b) provide information to persons who may be eligible to be Enrolled under the Final Agreement,that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under Provincial Law.
3. The Final Agreement will provide that section 51 of the *Indian Act* applies with any modifications that the circumstances require to the property and estate of a Yale First Nation Member:
 - a) who was “a mentally incompetent Indian” as defined in the *Indian Act* immediately before the Effective Date; and
 - b) whose property and estate was under the authority of the Minister under section 51 of the *Indian Act* immediately before the Effective Date,until they are no longer a “mentally incompetent Indian”.
4. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* apply with any modifications that the circumstances require to the administration of any property to which a Yale First Nation Member who is an infant child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.

CONTINUATION OF *INDIAN ACT* BYLAWS

5. The bylaws of the Yale Band that were in effect immediately before the Effective Date have effect for 6 months after the Effective Date on Yale First Nation Land.

6. The relationship between a bylaw referred to in paragraph 5 and Federal and Provincial Law, will be governed by the provisions of the Final Agreement governing the relationship between Yale First Nation Law and Federal and Provincial Law in respect of the subject matter of the bylaw.
7. The Yale First Nation Government may repeal, but not amend, a bylaw referred to in paragraph 5.
8. Nothing in the Final Agreement precludes a person from challenging the validity of a bylaw referred to in paragraph 5.

TRANSFER OF BAND ASSETS

9. Subject to the Final Agreement, on the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities of the Yale Band vest in Yale First Nation and the Yale Band ceases to exist.

CHAPTER 19

DISPUTE RESOLUTION

GENERAL

1. The Parties agree that the provisions of this Chapter and Appendix J-1 to J-6 will be adopted in the Final Agreement and that in this Chapter and in Appendix J-1 to J-6:
 - a) any reference to “this Agreement” in this Chapter will be deemed to be a reference to the Final Agreement; and
 - b) “Appendix” means Appendix J-1, J-2, J-3, J-4, J-5, or J-6 to this Agreement.
2. In this Chapter, and in each Appendix, a Party is deemed to be directly engaged in a disagreement if another Party, acting reasonably, gives the first Party a written notice requiring it to participate in a process described in this Chapter to resolve the disagreement.
3. The Parties share the following objectives:
 - a) to cooperate with each other to develop harmonious working relationships;
 - b) to prevent, or, alternatively, to minimize disagreements;
 - c) to identify disagreements quickly and resolve them in the most expeditious and cost-effective manner possible; and
 - d) to resolve disagreements in a non-adversarial, collaborative, and informal atmosphere.
4. Except as otherwise provided, participating Parties may agree to vary a procedural requirement contained in this Chapter, or in an Appendix, as it applies to a particular disagreement.
5. Participating Parties may agree to, and the Supreme Court of British Columbia, on application, may order:
 - a. the abridgment of a time limit; or
 - b. the extension of a time limit, despite the expiration of that time limitin this Chapter or in an Appendix.

SCOPE: WHEN THIS CHAPTER APPLIES TO A DISAGREEMENT

6. This Chapter is not intended to apply to all Conflicts or disputes between or among the Parties, but is limited to the Conflicts or disputes described in paragraph 7.
7. This Chapter only applies to:
 - a) a Conflict or dispute respecting:
 - i. the interpretation, application, or implementation of this Agreement;
 - ii. a breach or anticipated breach of this Agreement;
 - b) a Conflict or dispute, where provided for in this Agreement; or
 - c) negotiations required to be conducted under any provision of this Agreement that provides that the Parties, or any of them, “will negotiate and attempt to reach agreement”.
8. This Chapter does not apply to:
 - a) an agreement between or among the Parties that is ancillary, subsequent, or supplemental to this Agreement unless the Parties have agreed that this Chapter applies to that agreement;
 - b) the Implementation Plan; or
 - c) Conflicts or disputes, where excluded from this Chapter.
9. Nothing in this Chapter limits the application of a dispute resolution process, under any Federal or Provincial Law, to a Conflict or dispute involving a person if that Conflict or dispute is not a disagreement.
10. Nothing in any Federal or Provincial Law limits the right of a Party to refer a disagreement to this Chapter.

DISAGREEMENTS TO GO THROUGH STAGES

11. The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking this Chapter.
12. Except as otherwise provided under this Agreement, disagreements not resolved informally will progress, until resolved, through the following stages:
 - a) Stage One: formal, unassisted efforts to reach agreement between or among the Parties, in collaborative negotiations under Appendix J-1;

- b) Stage Two: structured efforts to reach agreement between or among the Parties with the assistance of a neutral, who has no authority to resolve the dispute, in a facilitated process under Appendix J-2, J-3, J-4, or J-5 as applicable; and
 - c) Stage Three: final adjudication in arbitral proceedings under Appendix J-6, or in judicial proceedings.
13. Except as otherwise provided, no Party may refer a disagreement to final adjudication in Stage Three without first proceeding through Stage One and a facilitated process in Stage Two as required in this Chapter.
14. Nothing in this Chapter prevents a Party from commencing arbitral or judicial proceedings at any time:
- a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the disagreement under this Chapter.

STAGE ONE: COLLABORATIVE NEGOTIATIONS

15. If a disagreement is not resolved by informal discussion, and a Party directly engaged in the disagreement wishes to invoke this Chapter, that Party will deliver a written notice, as required under Appendix J-1, as soon as practicable to the other Parties, requiring the commencement of collaborative negotiations.
16. Upon receiving the notice under paragraph 15, a Party directly engaged in the disagreement will participate in the collaborative negotiations.
17. A Party not directly engaged in the disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.
18. If the Parties have commenced negotiations in the circumstances described in paragraph 7.c), then, for all purposes under this Chapter, those negotiations will be deemed collaborative negotiations and the particular matter under negotiation will be considered a disagreement.
19. Collaborative negotiations terminate in the circumstances set out in Appendix J-1.

STAGE TWO: FACILITATED PROCESSES

20. Within 15 days of termination of collaborative negotiations that have not resolved the disagreement, a Party directly engaged in a disagreement, by delivering a notice to the other Parties, may require the commencement of a facilitated process.
-

21. A notice under paragraph 20:
- a) will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the disagreement; and
 - b) may propose the use of a particular facilitated process described in paragraph 24.
22. Upon receiving a notice under paragraph 20, a Party directly engaged in the disagreement will participate in a facilitated process described in paragraph 24.
23. A Party not directly engaged in the disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under paragraph 20.
24. Within 30 days after delivery of a notice under paragraph 20, the Parties directly engaged in the disagreement will attempt to agree to use one of the following processes:
- a) mediation under Appendix J-2;
 - b) technical advisory panel under Appendix J-3;
 - c) neutral evaluation under Appendix J-4;
 - d) elders advisory council under Appendix J-5; or
 - e) any other non-binding dispute resolution process assisted by a neutral,
- and if they fail to agree, they will be deemed to have selected mediation under Appendix J-2.
25. A facilitated process terminates:
- a) in the circumstances set out in the applicable Appendix; or
 - b) as agreed by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

26. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:
- a) at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;
 - b) make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and
-

- c) negotiate in good faith.

SETTLEMENT AGREEMENT

27. Any agreement reached in a process under this Chapter:

- a) will be:
 - i. recorded in writing;
 - ii. signed by authorized representatives of the Parties to the agreement; and
 - iii. delivered to all Parties; and
- b) is binding only on the Parties who have signed the agreement.

STAGE THREE: ADJUDICATION - ARBITRATION

28. Subject to paragraph 29, disagreements not otherwise settled under stages one and two of this Chapter will be subject to arbitration only if the disagreement arises out of any provision of this Agreement that provides that a matter will be “finally determined by arbitration”.

29. Disagreements other than a disagreement referred to in paragraph 28 and not otherwise settled under stages one and two of this Chapter, will be subject to arbitration only with the written agreement of all Parties directly engaged in the disagreement.

30. If two Parties make a written agreement under paragraph 29, they will deliver a copy of the agreement as soon as practicable to the other Party.

31. Upon delivering a written notice to the participating Parties to the arbitration within 15 days after receiving a notice under paragraph 28 or copy of a written agreement under paragraph 30, a Party not directly engaged in the disagreement is entitled to be, and will be added as, a party to the arbitration of that disagreement whether or not that Party has participated in collaborative negotiations or a required facilitated process.

32. Despite paragraph 31, an arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that:

- a) the participating Parties will not be unduly prejudiced; or
- b) the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 28 or the written agreement to arbitrate in paragraph 29,

and, in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances respecting conditions, including the payment of costs, upon which the Party may be added.

EFFECT OF ARBITRAL AWARD

33. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.
34. Despite paragraph 33, an arbitral award is not binding on a Party that has not participated in the arbitration if:
- a) the Party did not receive copies of:
 - i) the notice of arbitration or agreement to arbitrate, or
 - ii) the pleadings and any amendments or supplements to the pleadings; or
 - b) the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 32.

APPLICATION OF LEGISLATION

35. No legislation of any Party respecting arbitration, except the settlement legislation, applies to an arbitration conducted under this Chapter.
36. A court must not intervene or offer assistance in an arbitration or review an arbitral award under this Chapter except as provided in Appendix J-6.

STAGE THREE: ADJUDICATION – JUDICIAL PROCEEDINGS

37. Nothing in this Chapter creates a cause of action where none otherwise exists.
38. Subject to paragraph 39, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.
39. A Party may not commence judicial proceedings in respect of a disagreement if the disagreement:
- a) is required to be referred to arbitration under paragraph 28 or has been agreed to be referred to arbitration under paragraph 29;
 - b) has not been referred to collaborative negotiations or a facilitated process as required under this Chapter; or
 - c) has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.
40. Nothing in paragraph 39.a) prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling respecting a question of law as permitted in Appendix J-6.
-

NOTICE TO PARTIES

41. If, in any judicial or administrative proceeding, an issue arises in respect of:

- a) the interpretation or validity of this Agreement;
- b) the validity, or applicability of:
 - i. any settlement legislation, or
 - ii. any Yale First Nation Law,

the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada, and Yale First Nation Government.

42. In any judicial or administrative proceeding to which paragraph 41 applies, the Attorney General of British Columbia, the Attorney General of Canada, and Yale First Nation Government may appear and participate in the proceedings as parties with the same rights as any other party.

COSTS

43. Except as provided otherwise in the Appendices, each participating Party will bear the costs of its own participation, representation, and appointments in collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.

44. Subject to paragraph 43 and except as provided otherwise in the Appendices, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.

45. For purposes of paragraph 44, “costs” include:

- a) fees of the neutrals;
- b) costs of hearing and meeting rooms;
- c) actual and reasonable costs of communications, accommodation, meals, and travel of the neutrals;
- d) costs of required secretarial and administrative support for the neutrals, as permitted in the Appendices; and
- e) administration fees of a neutral appointing authority.

CHAPTER 20

IMPLEMENTATION

GENERAL

1. The Parties will, before the initialing of the Final Agreement, conclude an implementation plan that will take effect on the Effective Date and have a term of up to 10 years.

IMPLEMENTATION PLAN

2. The implementation plan for the Final Agreement will:
 - a) identify the obligations in the Final Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party or Parties and the timeframe for completion of activities;
 - b) specify how the implementation plan may be amended;
 - c) specify how the implementation plan may be renewed or extended; and
 - d) address other matters agreed to by the Parties.
3. The implementation plan will not:
 - a) form part of the Final Agreement;
 - b) be a treaty or land claims agreement;
 - c) recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
 - d) create legal obligations;
 - e) alter any rights or obligations set out in the Final Agreement;
 - f) preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the implementation plan; or
 - g) be used to interpret the Final Agreement.

IMPLEMENTATION WORKING GROUP

4. The Parties agree to establish a tripartite implementation working group during Final Agreement negotiations which will:
-

- a) be responsible for the development of an implementation plan before the initialing of the Final Agreement; and
- b) be responsible for the development of a list of activities that the Parties must complete by the Effective Date.

IMPLEMENTATION COMMITTEE

- 5. An implementation committee will be established on the Effective Date for a term of up to 10 years, which may be renewed or extended upon agreement by the Parties.
- 6. The implementation committee has three members. Yale First Nation will appoint one member and Canada and British Columbia will each appoint one member to the implementation committee. The Parties will each appoint their first members to the implementation committee on the Effective Date.
- 7. The implementation committee will:
 - a) establish its own procedures and operating guidelines;
 - b) develop a communications strategy in respect of the implementation and content of the Final Agreement;
 - c) provide a forum for the Parties to discuss the implementation of the Final Agreement;
 - d) provide for the preparation of annual reports on the implementation of the Final Agreement;
 - e) carry out a periodic review of the implementation plan; and
 - f) before the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation plan may be renewed or extended.

CHAPTER 21

ELIGIBILITY AND ENROLMENT

ELIGIBILITY CRITERIA

1. An individual will be eligible for enrolment under the Final Agreement if that individual:
 - a) is of Yale First Nation ancestry;
 - b) is listed or entitled to be listed, as a band member on the Yale Band list as of the day before the Effective Date;
 - c) was adopted as a child under laws recognized in Canada or by Yale First Nation custom by an individual eligible for enrolment;
 - d) has been accepted into the community within 2 years after the Effective Date under Yale First Nation custom based on significant attachment to the community; or
 - e) is a descendant of an individual eligible for enrolment under paragraphs 1.a) to 1.d).
2. Before the Final Agreement, the Parties will agree on definitive eligibility criteria.
3. Enrolment under the Final Agreement will not:
 - a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or
 - b) except as set out in the Final Agreement, or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

APPLICATIONS FOR ENROLMENT

4. An Applicant may:
 - a) apply to the Enrolment Committee for enrolment;
 - b) appeal a decision of the Enrolment Committee to the Enrolment Appeal Board;
and
 - c) seek judicial review of a decision of the Enrolment Appeal Board

on the Applicant's own behalf, or on behalf of a Minor or an adult whose affairs the Applicant has legal authority to manage.

5. The burden of applying and demonstrating eligibility is on the Applicant.

OTHER LAND CLAIMS AGREEMENTS

6. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual who is enrolled under another land claims agreement in Canada will not at the same time be enrolled under the Final Agreement.
7. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement in Canada may apply to be enrolled if the Applicant notifies the Enrolment Committee, upon application, that the Applicant is a member of a Band that is a signatory to a treaty or is enrolled under another land claims agreement.
8. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement who meets the Eligibility Criteria, will be notified in writing by the Enrolment Committee that the Applicant has been conditionally enrolled.
9. Within 60 days of notification, an Applicant who has been conditionally enrolled under paragraph 8, will provide written evidence to the Enrolment Committee to demonstrate that the Applicant has withdrawn from the other land claims agreement, or membership in a Band if applicable, or the Enrolment Committee will remove the Applicant's name from the Enrolment Register.
10. Enrolment will be effective when the Applicant ceases to be entitled to the other treaty benefits as a member of the Band entitled to treaty benefits or to be enrolled under the other land claims agreement.

ENROLMENT COMMITTEE

11. The Enrolment Committee will be established by Yale Indian Band at a time agreed upon by the Parties, and will be comprised of three representatives appointed by Yale Indian Band.
12. Yale First Nation will notify Canada and British Columbia of the members of the Enrolment Committee.
13. The Enrolment Committee will:
- a) establish enrolment procedures and time limits;
 - b) take reasonable steps to notify individuals potentially eligible to be enrolled of the Eligibility Criteria and application procedures;
-

- c) receive enrolment applications, consider each application, request further information if required, enrol before Ratification Vote Date the Applicants who meet the Eligibility Criteria, and maintain a record of those decisions;
 - d) establish and maintain an Enrolment Register;
 - e) publish its procedures, including a list of the documentation and information required of each Applicant;
 - f) publish the Eligibility Criteria, provide information on the enrolment process and provide application forms to any individual who wishes to apply for enrolment;
 - g) notify in writing each Applicant and the Parties of its decision and, if enrolment is refused, provide written reasons;
 - h) provide information with respect to an Applicant's enrolment application, in confidence, on request to the Parties and the Enrolment Appeal Board;
 - i) add names to, delete names from or amend names on the Enrolment Register in accordance with this Chapter and decisions of the Enrolment Appeal Board;
 - j) unless otherwise provided in this Chapter, keep information provided by and about Applicants confidential; and
 - k) provide a true copy of the Enrolment Register to the Parties.
14. After a decision by the Enrolment Committee during the Initial Enrolment Period, the Applicant may submit new information to the Enrolment Committee.
15. The Enrolment Committee may, before an appeal of a decision is commenced, vary the decision on the basis of new information, if it considers the decision was in error.
16. If the Enrolment Committee fails to decide upon an application for enrolment within the time established in its procedures, the application will be deemed to be refused and the failure to decide will constitute grounds for appeal to the Enrolment Appeal Board.
17. No action lies or may be commenced against the Enrolment Committee or any member of the Enrolment Committee, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.
18. Subject to this Chapter, all decisions of the Enrolment Committee will be final and binding.
-

ENROLMENT APPEAL BOARD

19. Yale First Nation and Canada will each appoint one member to the Enrolment Appeal Board and will jointly select a chairperson.
 20. Yale First Nation and Canada will establish the Enrolment Appeal Board at a date agreed upon by the Parties.
 21. A member of the Enrolment Committee cannot also be a member of the Enrolment Appeal Board.
 22. An Applicant, an agent on behalf of the Applicant, or a Party may appeal by written notice to the Enrolment Appeal Board:
 - a) any decision of the Enrolment Committee made under paragraphs 13.c) or 15; and
 - b) any application that is deemed to be refused under paragraph 16.
 23. The Enrolment Appeal Board will:
 - a) establish its own procedures and time limits;
 - b) hear and determine any appeal brought under paragraph 22;
 - c) conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in having an open hearing; and
 - d) provide written reasons for its decisions to the Applicant, or agents on behalf of the Applicant, the Enrolment Committee, and the Parties.
 24. The Final Agreement will provide that on the Effective Date, the Enrolment Appeal Board may:
 - a) by summons require any person to appear before the Enrolment Appeal Board as a witness and produce any relevant document in their possession; and
 - b) direct any witness to answer on oath or solemn affirmation any relevant question posed to the witness.
 25. The Final Agreement will provide that on the Effective Date, if a person fails to comply with a summons or direction of the Enrolment Appeal Board made under paragraph 24, on application by the Enrolment Appeal Board, a judge of the Supreme Court of British Columbia may enforce the direction.
 26. Any Applicant, Party or witness appearing before the Enrolment Appeal Board may be represented by counsel or an agent.
-

27. No action lies or may be commenced against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.
28. Subject to paragraphs 32 to 35, all decisions of the Enrolment Appeal Board will be final and binding.

ENROLMENT AFTER THE INITIAL ENROLMENT PERIOD

29. The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced before the end of the Initial Enrolment Period.
30. After the Initial Enrolment Period, Yale First Nation Government will:
- a) be responsible for an enrolment process, including the application of the Eligibility Criteria;
 - b) maintain the Enrolment Register;
 - c) provide a true copy of the Enrolment Register to Canada and British Columbia each year or as otherwise requested by Canada or British Columbia; and
 - d) provide information respecting enrolment to Canada or British Columbia upon request.
31. On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to Yale First Nation Government and to Canada or British Columbia upon request.

JUDICIAL REVIEW

32. An Applicant or a Party may apply to the Supreme Court of British Columbia for judicial review of a decision of the Enrolment Appeal Board, or any body established under paragraph 30.a) on the grounds that the Enrolment Appeal Board or body:
- a) acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
 - b) failed to observe procedural fairness;
 - c) erred in law; or
 - d) based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
-

33. On an application for judicial review under paragraph 32, the Supreme Court of British Columbia may either dismiss the application, or set aside the decision and refer the matter back to the Enrolment Appeal Board, or any body established under paragraph 30.a) for determination in accordance with such directions as the court considers appropriate.
34. If the Enrolment Appeal Board, or any body established under paragraph 30.a) refuses or fails to hear or decide an appeal within a reasonable time, an Applicant or a Party may apply to the Supreme Court of British Columbia for an order directing the Board or body to hear or decide the appeal in accordance with such directions as the court considers appropriate.
35. An Applicant or Party may apply for judicial review within 60 days of notification of the decision of the Enrolment Appeal Board or a longer time that may be determined by the court.

COSTS

36. During the Initial Enrolment Period, Canada and British Columbia will provide an agreed amount of funding for the Yale First Nation Enrolment Committee and the Enrolment Appeal Board.
37. The Enrolment Committee and the Enrolment Appeal Board will operate within their approved budgets.
38. After the Initial Enrolment Period, Yale First Nation will bear its own costs associated with enrolment.

CHAPTER 22

RATIFICATION OF THE FINAL AGREEMENT

GENERAL

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with the Ratification Chapter of the Final Agreement.
2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialed by chief negotiators for Canada, British Columbia and Yale First Nation.

RATIFICATION BY YALE FIRST NATION

3. The Parties will establish a Ratification Committee, with representation of each of the Parties, to be responsible for the Yale First Nation ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.
4. An eligible voter will be a person who:
 - a) is enrolled under the Eligibility and Enrolment Chapter;
 - b) is at least 18 years of age on the day of voting;
 - c) is not a member of an aboriginal group that is a signatory to a treaty or is not enrolled in any other land claims agreement; and
 - d) meets any other criteria set out in the Final Agreement.
5. Ratification of the Final Agreement by Yale First Nation requires:
 - a) that eligible voters have a reasonable opportunity to review the Final Agreement;
 - b) a vote, by way of a secret ballot;
 - c) that at least fifty percent plus one of eligible voters vote in favour of the Final Agreement;
 - d) ratification of the Yale First Nation Constitution through the process set out in the Final Agreement; and
 - e) the Final Agreement be signed by the authorized representative of Yale First Nation.

6. Conduct of the ratification process, for Yale First Nation, by the Ratification Committee requires the following steps:
- a) preparing and publishing a preliminary list of voters for Yale First Nation at least 45 days before the first day of general voting based on the information provided by the Enrolment Committee;
 - b) ensuring that Yale First Nation has provided its eligible voters a reasonable opportunity to review the Final Agreement;
 - c) preparing and publishing an official voters list for Yale First Nation at least 21 days before the first day of general voting in Yale First Nation's ratification vote by adding to that list the name of each individual whose name is provided to it by the Enrolment Committee and whom the Ratification Committee determines is eligible under paragraph 4 to vote in the Yale First Nation's ratification vote;
 - d) updating the official voters list for Yale First Nation by:
 - i. at any time before the end of general voting, adding to the official voters list of Yale First Nation the name of each individual whom the Ratification Committee determines to be eligible to vote in Yale First Nation's ratification vote in accordance with paragraph 4;
 - ii. adding to the official voters list of Yale First Nation the name of each individual who votes in the ratification vote of Yale First Nation in accordance with paragraph 7 and whose vote counts in accordance with paragraph 8;
 - iii. removing from the official voters list of Yale First Nation the name of each individual who died on or before the last day of voting without having voted in the ratification vote;
 - iv. removing from the official voters list of Yale First Nation the name of each individual who did not vote in the ratification vote of Yale First Nation and who provides, within 7 days of the last scheduled day of voting in the ratification vote, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for general voting; and
 - v. removing from the official voters list of Yale First Nation the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last scheduled day of voting in the ratification vote of Yale First Nation, to have his or her name removed from the Enrolment Register of Yale First Nation by the Enrolment Committee under paragraph 13.i) of the Eligibility and Enrolment Chapter, provided the individual has not already voted;
-

- e) approving the form and content of the ballot to be used at Yale First Nation's ratification vote;
 - f) authorizing and providing general direction to voting officers to be employed in the conduct of Yale First Nation's ratification vote, including the establishment of polling stations and rules that may include advance polling;
 - g) conducting each vote on a day or days determined by Yale First Nation in all polling stations established by the Ratification Committee;
 - h) ensuring that the date or dates of the vote and location of the polling stations be made publicly available; and
 - i) counting each vote.
7. An individual whose name is not included on the official voters list, may vote in the Yale First Nation ratification vote if that individual:
- a) provides the voting officer with:
 - i. a completed enrolment application form; or
 - ii. evidence satisfactory to the voting officer that the individual has submitted an enrolment application form to the Enrolment Committee;
 - b) provides the voting officer with evidence satisfactory to the voting officer that the individual meets the requirement in paragraph 4.b); and
 - c) provides the voting officer with a written declaration that the individual is not a member of an aboriginal group that is a signatory to a treaty and is not enrolled in any other land claims agreement in Canada.
8. The ballot of an individual who votes under paragraph 7 counts in determining the outcome of the ratification vote of Yale First Nation only if the Ratification Committee determines that the individual is enrolled in Yale First Nation by the Enrolment Committee and meets the criteria set out in paragraph 4.b), 4.c), and 4.d).

RATIFICATION BY CANADA

9. Ratification of the Final Agreement by Canada requires:
- a) that the Final Agreement be signed by a Minister authorized to do so by the federal Cabinet; and
 - b) the coming into force of federal legislation giving effect to the Final Agreement.
-

RATIFICATION BY BRITISH COLUMBIA

10. Ratification of the Final Agreement by British Columbia requires:

- a) that the Final Agreement be signed by a Minister authorized to do so by the provincial Cabinet; and
- b) the coming into force of provincial legislation giving effect to the Final Agreement.

RATIFICATION OF THE YALE FIRST NATION CONSTITUTION

11. Ratification of the Yale First Nation Constitution by eligible voters requires:

- a) that eligible voters have a reasonable opportunity to review the Yale First Nation Constitution;
- b) a vote, by way of a secret ballot; and
- c) that at least fifty percent plus one of eligible voters vote in favour of adopting the Yale First Nation Constitution.

CHAPTER 23

APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

1. This Agreement will be submitted to the Parties for approval after it has been initialed by the chief negotiators for Canada, British Columbia and Yale First Nation.
2. Yale First Nation will have approved this Agreement when it is signed by the chief negotiator of Yale First Nation after a community approval process that includes a Yale Band Members meeting and a community vote by on-reserve and off-reserve Band members.
3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.
4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet.
5. This Agreement is not legally binding.

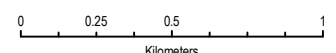
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Without Prejudice



1:25,000



The boundaries for Yale Indian Reserves are for illustrative purposes only. All information will be confirmed and updated during detailed land staking between Agreement in Principle and Final Agreement to reflect any additions, deletions or amendments. For greater clarity - existing interests such as highway and railway corridor rights of way are not included in the land selection.

The information presented on this map is provided without prejudice for the purpose of treaty negotiations, is subject to further revisions and does not constitute a legal definition.

Crown/Private research conducted by Integrated Land Management Bureau, Ministry of Agriculture and Lands 2001 & February 2004. The data has no legal authority.


Datum/Projection: NAD83, Albers Equal Area Conic
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Without Prejudice

 Yale Statement of Intent

 Park or Protected Area

 Primary Survey Parcels

Indian Reserves

 Yale First Nation Indian Reserves

Transportation

— Road (Paved)

— — Road (Gravel)

----- Road (Unimproved)

Trail

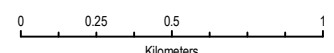
—+— Rail Line (Single Track)/Spur

■—■ Line (Transmission)-Electrical-Primary

 Waterbody



1:25.000



Data Sources and Notes

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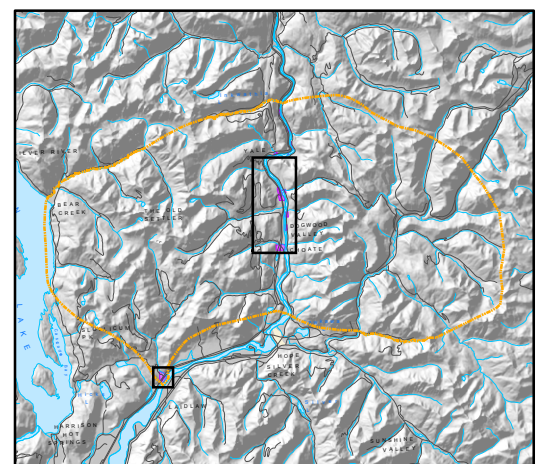
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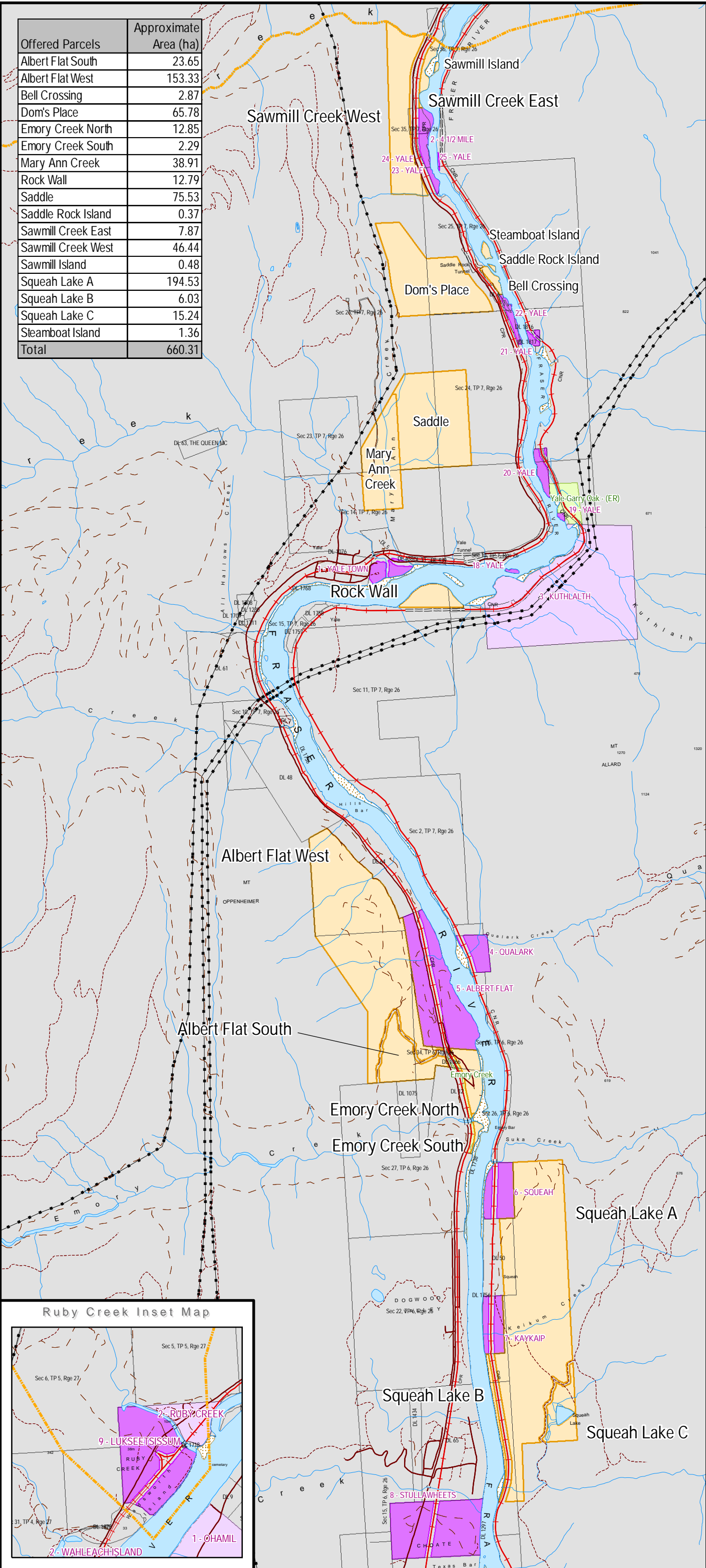
Key Map of Yale Statement of Intent



Appendix A-2

Yale First Nation Lands - Provincial Crown Land Including Subsurface and Mineral Resources

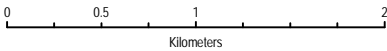
Without Prejudice



- Legend
- Yale Statement of Intent
 - Offered Parcels
 - Park or Protected Area
 - Primary Survey Parcels
 - Indian Reserves
 - Yale First Nation Indian Reserves
 - Other First Nation Indian Reserves
 - Transportation
 - Road (Paved)
 - Road (Gravel)
 - Road (Unimproved)
 - Trail
 - Rail Line (Single Track)/Spur
 - Line (Transmission)-Electrical-Primary
 - Waterbody



1:40,000



Data Sources and Notes

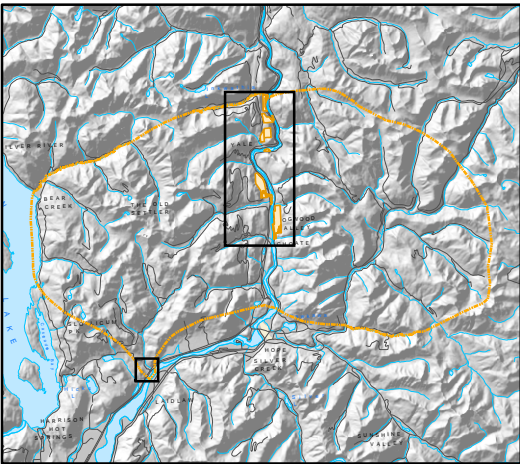
The boundaries for Yale Indian Reserves are for illustrative purposes only. All information will be confirmed and updated during detailed land statusing between Agreement in Principle and Final Agreement to reflect any additions, deletions or amendments. For greater clarity - existing interests such as highway and railway corridor rights of way are not included in the land selection.

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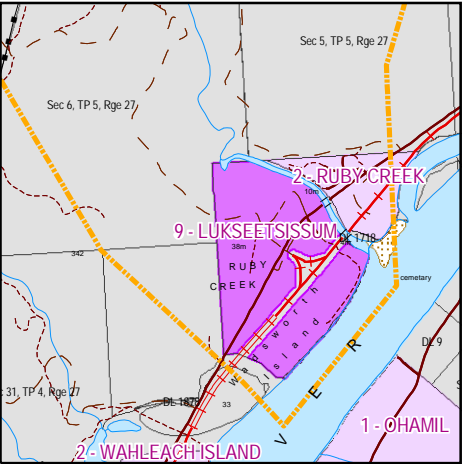
Crown/Private research conducted by Integrated Land Management Bureau, Ministry of Agriculture and Lands 2001 & February 2004. The data has no legal authority.

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Base Map Source: 1:20,000 TRIM
Date Created: September 12, 2005
Filepath: f:\projects\yale\yale_appa2_20050912.mxd
Created by: CBA-BG

Key Map of Yale Statement of Intent



Ruby Creek Inset Map



Offered Parcels	Approximate Area (ha)
Qualark Flats North	32.78
Qualark Flats South	222.17
Total	254.94

Appendix A-3 Yale First Nation Lands - Provincial Crown Land Excluding Subsurface and Mineral Resources

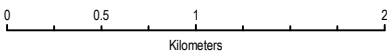
Without Prejudice

Legend

- Yale Statement of Intent
- Offered Parcels
- Park or Protected Area
- Primary Survey Parcels
- Indian Reserves
 - Yale First Nation Indian Reserves
 - Other First Nation Indian Reserves
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Road (Unimproved)
 - Trail
 - Rail Line (Single Track)/Spur
 - Line (Transmission)-Electrical-Primary
 - Waterbody



1:40,000



Data Sources and Notes

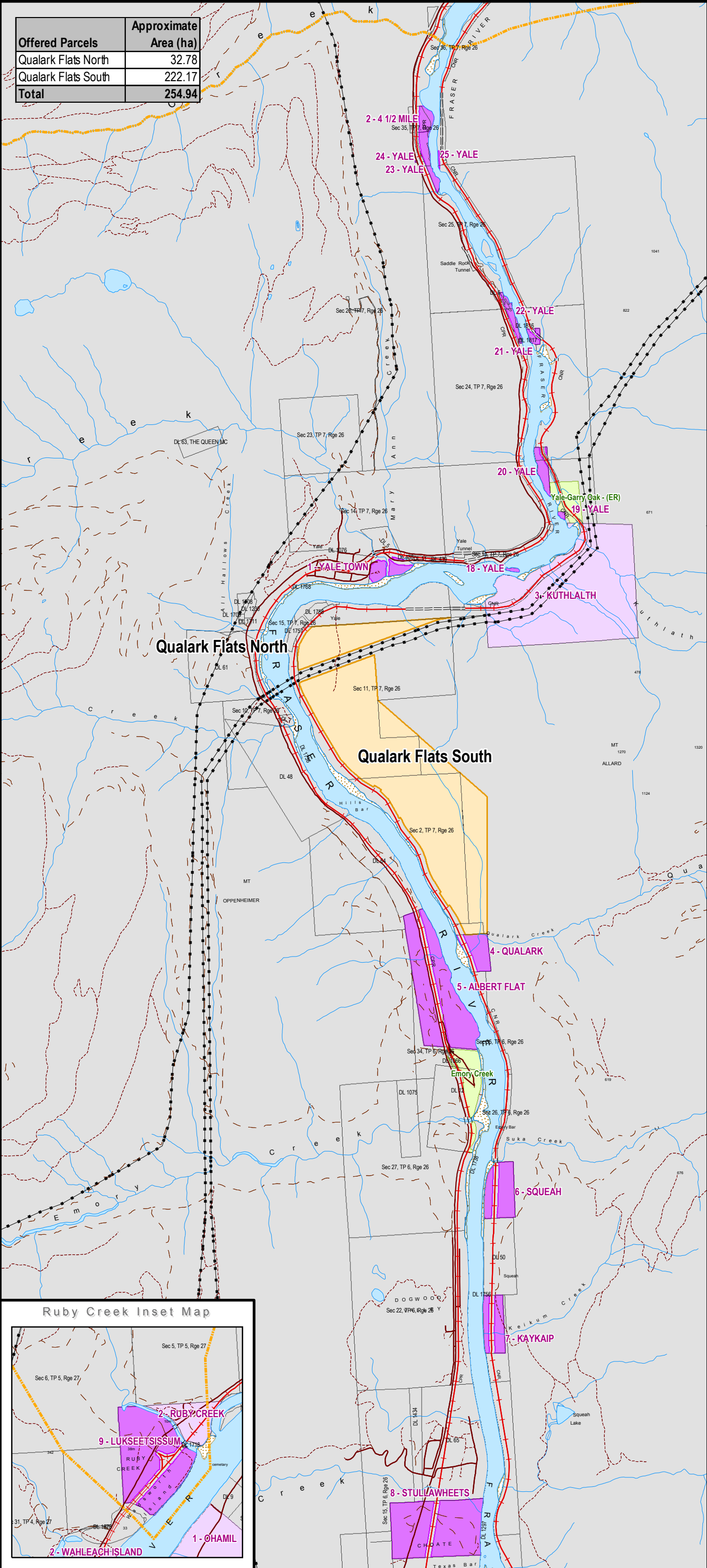
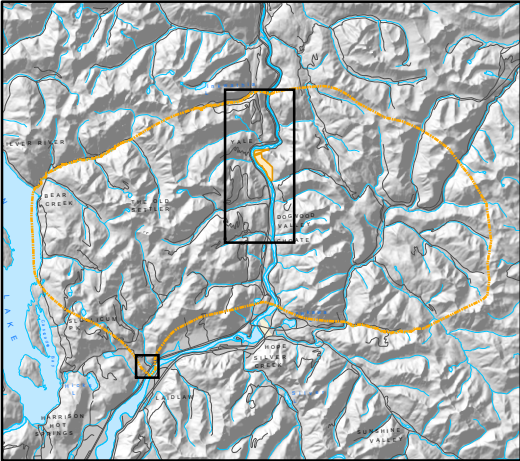
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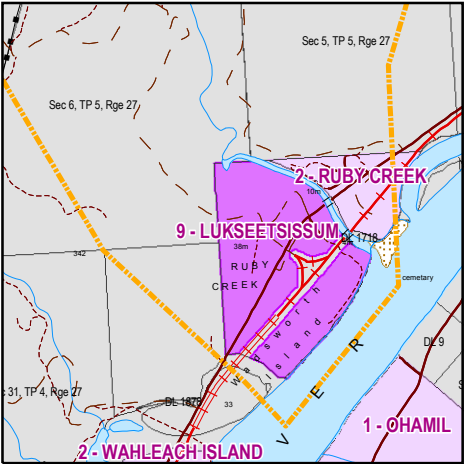
Crown/Private research conducted by Integrated Land Management Bureau, Ministry of Agriculture and Lands 2001 & February 2004. The data has no legal authority.

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Created by: CBA-BG

Key Map of Yale Statement of Intent



Ruby Creek Inset Map



Appendix B Yale First Nation Lands - IR #1 and Former Highway

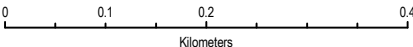
Without Prejudice

Legend

- Yale Statement of Intent
- Former Highway
- Offered Parcels
- Park or Protected Area
- Primary Survey Parcels
- Indian Reserves**
 - Yale First Nation Indian Reserves
 - Other First Nation Indian Reserves
- Transportation**
 - Road (Paved)
 - Road (Gravel)
 - Road (Unimproved)
 - Trail
 - Rail Line (Single Track/Spur)
 - Line (Transmission)-Electrical-Primary
 - Waterbody



1:7,500



Data Sources and Notes

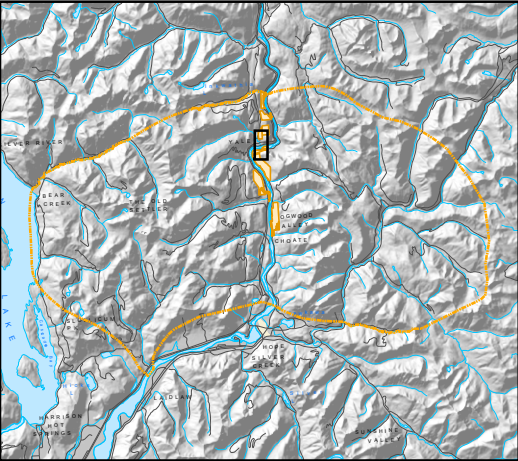
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Created by: CBA-BG

Key Map of Yale Statement of Intent



APPENDIX C

LEGAL PARCEL DESCRIPTIONS AND EXISTING INTERESTS

1. This appendix is pursuant to paragraph 11 of the Lands Chapter and will be finalized prior to Final Agreement.
2. Prior to Final Agreement, Canada and Yale will identify all interests by conducting a detailed review of the Reserve Land Register for each Yale Indian Reserve set out in paragraph 1.a) of the Lands Chapter and described in Appendix A-1a and A-1b by examining other sources of information including information from individuals. Canada and Yale will address issues raised as a result of this review. In accordance with paragraph 10 of the Lands Chapter, Yale or Canada may propose new or replacement tenures for the identified interests.
3. The proposed land package referred to in paragraphs 1.b) and 1.c) of the Lands Chapter and described in Appendix A-2 and A-3 will be subject to the legal interests existing on the Effective Date, including the following categories of interests:
 - a) residential leases;
 - b) commercial leases;
 - c) Certificates of Possession or Certificates of Occupation issued under the *Indian Act*;
 - d) permits;
 - e) licences;
 - f) registered charges and other interests registered in the Reserve Land Register; and
 - g) other interests.
4. The Final Agreement will set out the terms and conditions of road access across Yale I.R. No. 1 to District Lot 4748, Group 1, New Westminster District and to Woodlot 1672 (refer to Appendix B for approximate location).
5. The proposed land package referred to in paragraphs 1.b) and 1.c) of the Lands Chapter will be subject to the legal interests existing on the Effective Date, including, but not limited to, the following interests on Provincial Crown land:

Agricultural Land Reserve

Current Reference	Interest	Land Parcel
N/A	ALR	Squeah A
N/A	ALR	Squeah C

Crown Tenure Applications

Current Reference	Interest	Land Parcel
File # 2407849. Licence of	Sand and Gravel Quarrying	Qualark Flats North

YALE FIRST NATION TREATY NEGOTIATIONS
AGREEMENT IN PRINCIPLE

Occupation		Qualark Flats South
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Crown Tenures*

Current Reference	Interest	Land Parcel
File # 2403730. Map Reserve. Environment, Conservation and Recreation	Fishery Facility	Saddle Rock Bell Crossing
File # 0315468. Licence of Occupation	Combined use communication	Mary Ann Creek
File # 0326794. Map Reserve. Environment, Conservation and Recreation	Watershed Reserve	Mary Ann Creek
File #0349503. Right of Way (5L41)	Adjacent Telecommunications Line	Doms Place Mary Ann Creek Saddle Sawmill Creek West
File #0286035. Right of Way (60L10)	Adjacent Telecommunications Line	Bell Crossing Sawmill Creek East
File #0333599, 0286035, and 0349503. Right of Way	Adjacent Telecommunications Line and Distribution Works	Qualark Flats North Qualark Flats South Rock Wall

* An inventory of BC Hydro Transmission lines and BC Hydro/Telus distributions works will be completed between AIP and Final Agreement.

Guide Outfitters Licenses

Current Reference	Interest	Land Parcel
Certificate # 300704	Guide Outfitter Licence	Steamboat Island Saddle Rock Island Bell Crossing Rock Wall Qualark Flats North Qualark Flats South Squeah Lake A Squeah Lake B Squeah Lake C
Certificate # 200691	Guide Outfitter Licence	Sawmill Creek West Sawmill Creek East Sawmill Island Dom's Place Bell Crossing Mary Ann Creek Saddle Rock Wall Albert Flat West

YALE FIRST NATION TREATY NEGOTIATIONS
AGREEMENT IN PRINCIPLE

		Albert Flat South Emery Park North Emery Park South
--	--	---

Registered Traplines

Current Reference	Interest	Land Parcel
TR0210T020	Trapline	Sawmill Creek West
TR0210T003	Trapline	Sawmill Creek West Dom's Place Bell Crossing Albert Flat West Albert Flat South Emery Creek Park North Emery Creek Park South
TR0202T009	Trapline	Rock Wall Qualark Flats North Qualark Flats South Squeah Lake A Squeah Lake B

Mineral Titles

Current Reference	Interest	Land Parcel
Title # 235865	Mineral Reserve	Qualark North
Title # 235866	Mineral Reserve	Qualark North
Title # 235867	Mineral Reserve	Qualark North
Title # 235868	Mineral Reserve	Qualark North
Title # 235835	Mineral Reserve	Qualark South
Title # 235836	Mineral Reserve	Qualark South
Title # 235837	Mineral Reserve	Qualark South
Title # 235838	Mineral Reserve	Qualark South
Title # 235865	Mineral Reserve	Qualark South
Title # 235867	Mineral Reserve	Qualark South
Title # 376177	Mineral Reserve	Qualark South
Title # 376178	Mineral Reserve	Qualark South
Title # 376179	Mineral Reserve	Qualark South
Title # 376180	Mineral Reserve	Qualark South
Title # 376181	Mineral Reserve	Qualark South
Title # 376182	Mineral Reserve	Qualark South
Title # 376183	Mineral Reserve	Qualark South
Title # 376184	Mineral Reserve	Qualark South
Title # 391917	Mineral Reserve	Qualark South

Mineral Tenure: Placer

Current Reference	Interest	Land Parcel
Title # 268038	Placer Title	Rock Wall
Title # 267901	Placer Title	Qualark North
Title # 385171	Placer Title	Qualark North
Title # 267856	Placer Title	Qualark South
Title # 267839	Placer Title	Qualark South
Title # 375495	Placer Title	Qualark South
Title # 267895	Placer Title	Qualark South
Title # 267857	Placer Title	Qualark South
Title # 267831	Placer Title	Qualark South
Title # 382686	Placer Title	Qualark South
Title # 267896	Placer Title	Qualark South
Title # 361439	Placer Title	Qualark South
Title # 361343	Placer Title	Qualark South
Title # 383360	Placer Title	Qualark South
Title # 268073	Placer Title	Qualark South
Title # 375496	Placer Title	Qualark South
Title # 380531	Placer Title	Qualark South
Title # 383358	Placer Title	Squeah Lake A
Title # 377685	Placer Title	Squeah Lake A
Title # 376857	Placer Title	Squeah Lake A
Title # 377684	Placer Title	Squeah Lake A

Mineral Reserve

Current Reference	Interest	Land Parcel
Title # 327875	Mineral Reserve	Sawmill Island Steamboat Island Saddle Rock Island
No Staking Reserve	No Staking Reserve	Qualark South

Water Works & Points of Diversion

Current Reference	Interest	Land Parcel
Tag # 20KL47	Water Works	Sawmill Creek West
Tag # PD43948	Point of Diversion	Sawmill Creek West
Tag # 20KL49, 20KL50	Water Works	Mary Ann Creek
Tag # PD43153	Point of Diversion	Mary Ann Creek
Tag # 20GL21, 20GL22, 20GL24	Water Works	Qualark North
Tag # PD43138	Point of Diversion	Qualark North
Tag # 20GL24	Water Works	Qualark South
Tag # 20KL99, 20KL100, 20KL102	Water Works	Albert Flat West
Tag # PD61309	Point of Diversion	Albert Flat West

Forestry, Approved Cutblocks**

Current Reference	Interest	Land Parcel
	Forest licencee	Doms Place, Saddle Mary Ann Creek Squeah Lake A

*** Refer to Appendix D for locations

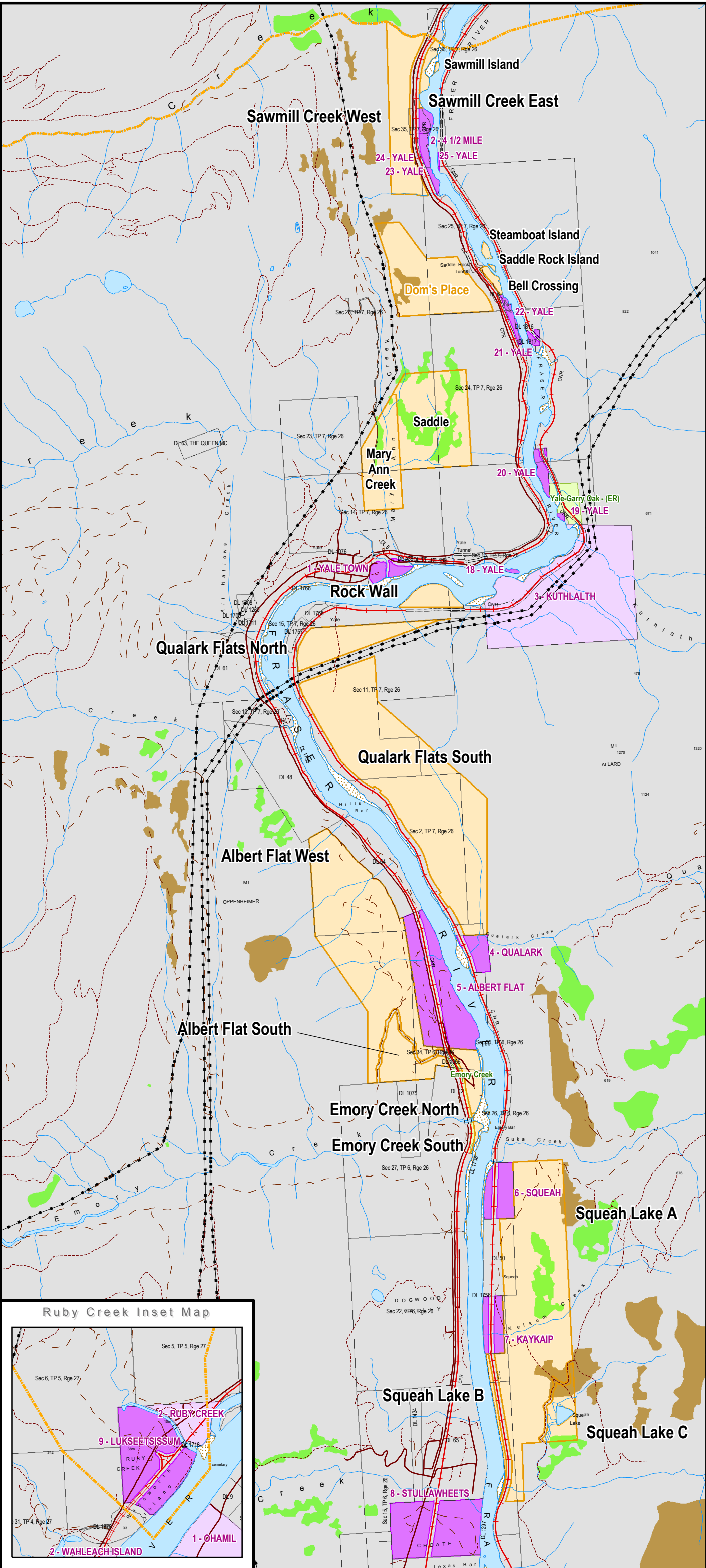
Secondary Roads***

Current Reference	Interest	Land Parcel
	Forest Service Road	Mary Ann Creek
	Forest Service Road	Squeah Lake A

*** Refer to Appendix D-2 for locations

Appendix D-1 Existing Forestry Interests on Yale First Nation Lands

Without Prejudice

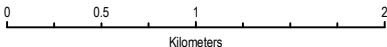


Legend

- Yale Statement of Intent
- Offered Parcels
- Park or Protected Area
- Primary Survey Parcels
- Approved Cut Blocks
 - Scheduled to be harvested
 - Not scheduled to be harvested
- Indian Reserves
 - Yale First Nation Indian Reserves
 - Other First Nation Indian Reserves
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Road (Unimproved)
 - Trail
 - Rail Line (Single Track)/Spur
 - Line (Transmission)-Electrical-Primary
 - Waterbody



1:40,000



Data Sources and Notes

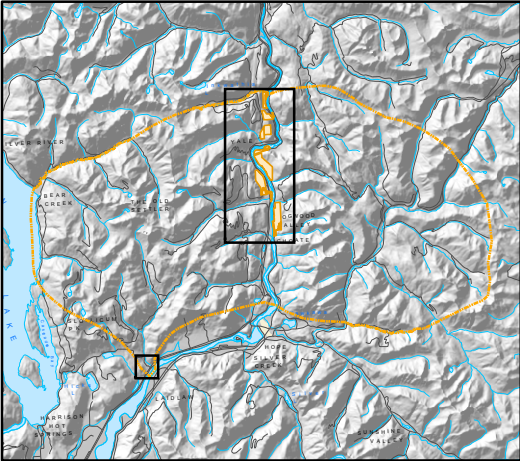
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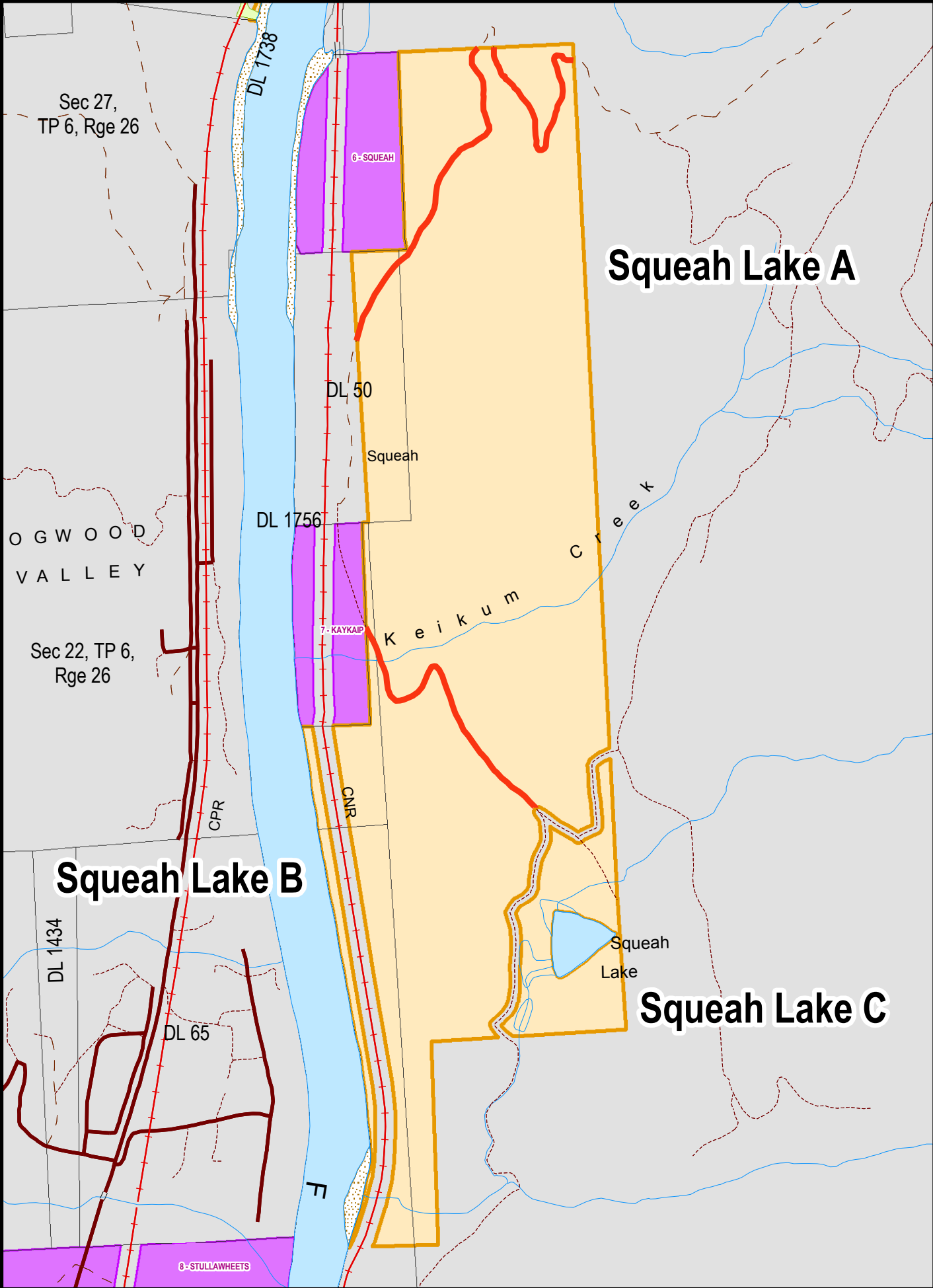
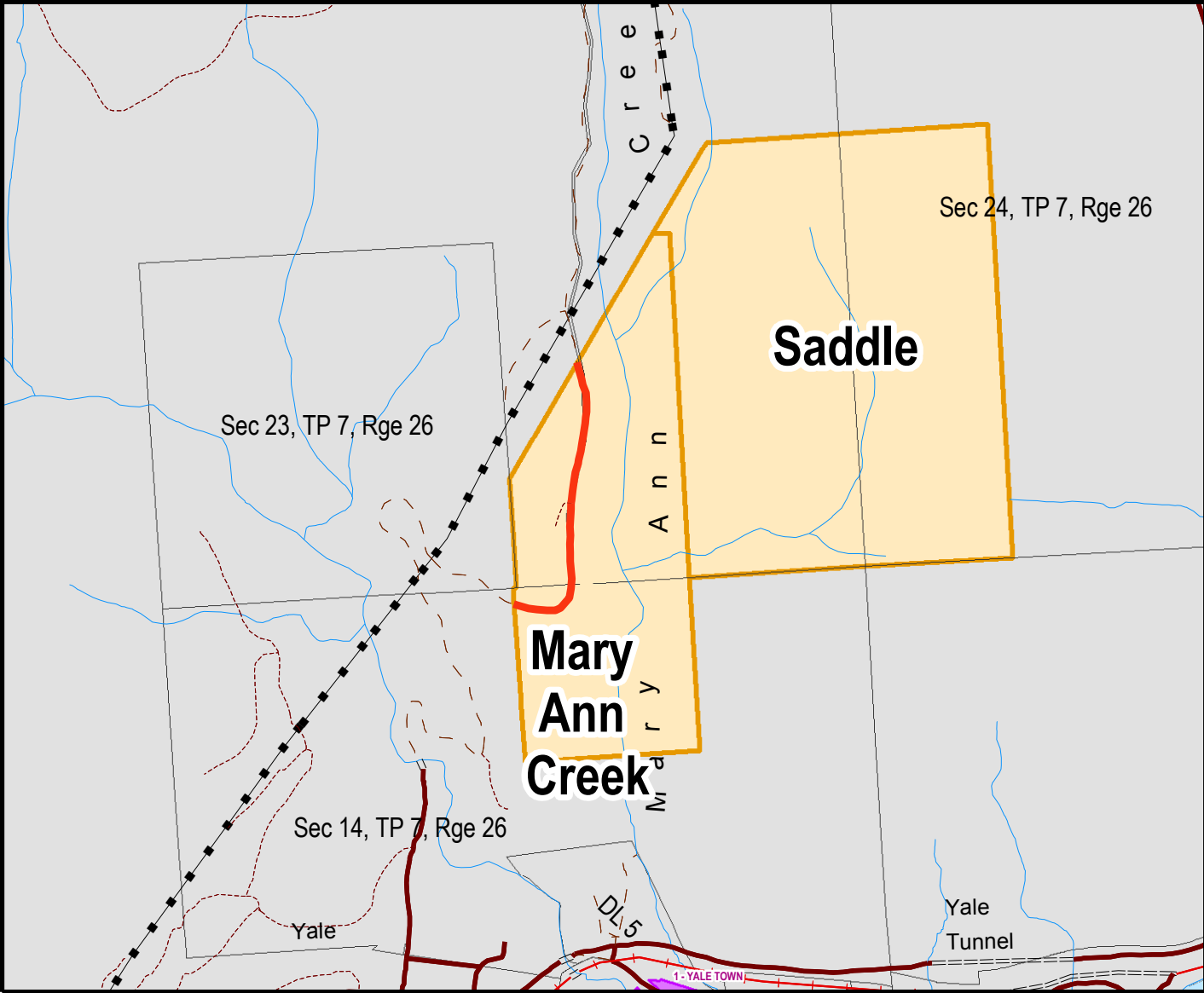
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Created by: CBA-BG

Key Map of Yale Statement of Intent



Appendix D-2 Interests on Yale First Nation Lands - Secondary Roads

Without Prejudice

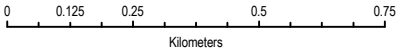


Legend

- Yale Statement of Intent
- Secondary Roads within proposed Treaty Settlement Land
- Offered Parcels
- Protected Areas
- Primary Survey Parcels
- Indian Reserves**
 - Yale First Nation Indian Reserves
 - Other First Nation Indian Reserves
- Transportation**
 - Road (Paved)
 - Road (Gravel)
 - Road (Unimproved)
 - Trail
 - Rail Line (Single Track)/Spur
 - Line (Transmission)-Electrical-Primary
 - Waterbody



1:15,000



Data Sources and Notes

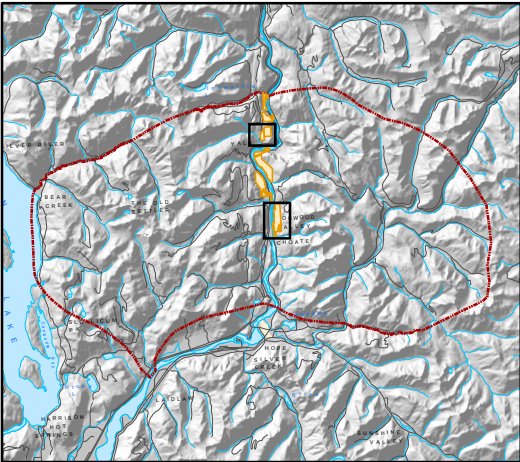
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Key Map of Yale Statement of Intent



Appendix E

Yale First Nation Area

Without Prejudice

Legend

- Yale Statement of Intent
- Park or Protected Area
- Primary Survey Parcels

Indian Reserves

- Yale First Nation Indian Reserves
- Other First Nation Indian Reserves

Transportation

Waterbody

1:200,000

0 1.25 2.5 5 7.5 10 Kilometers

Data Sources and Notes

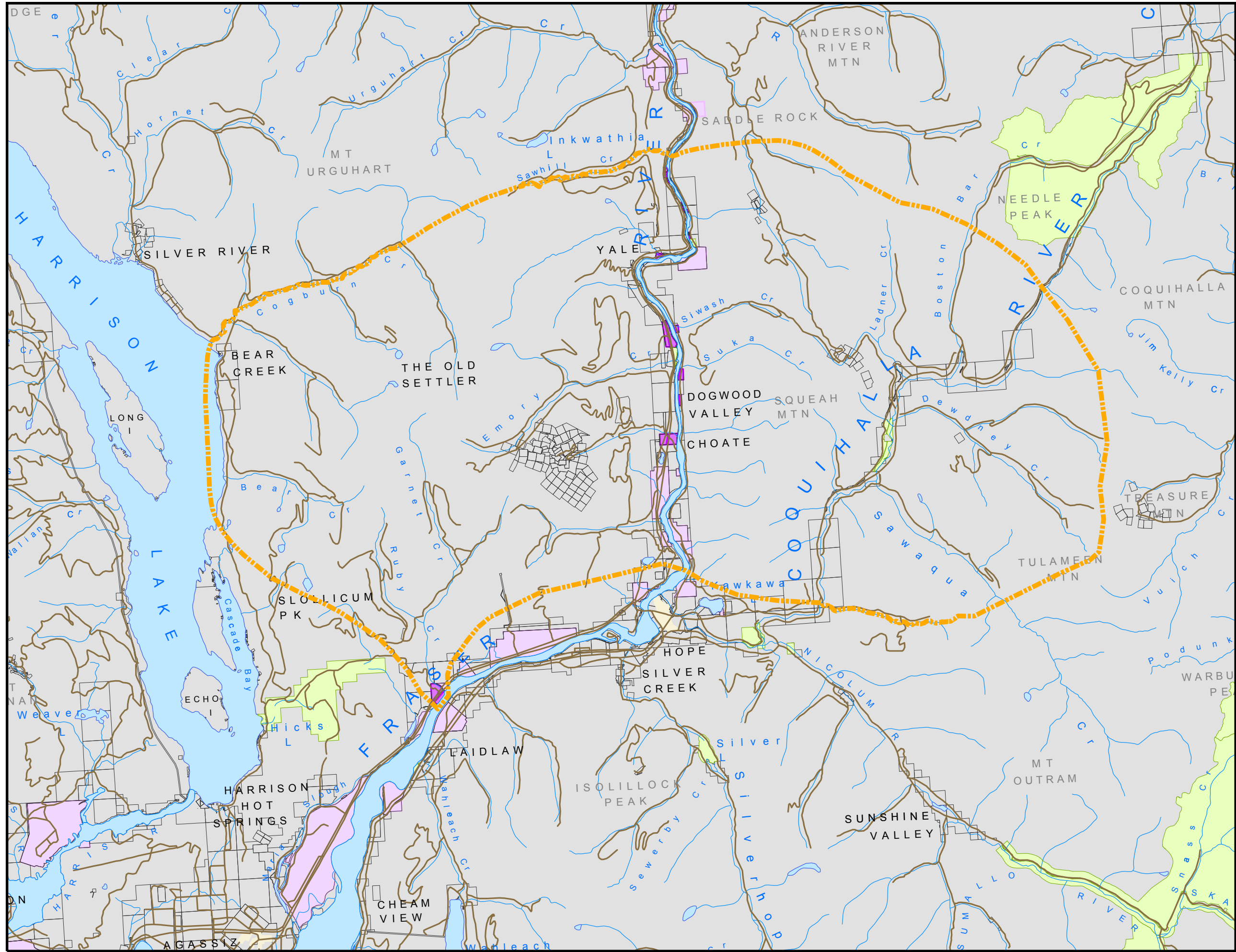
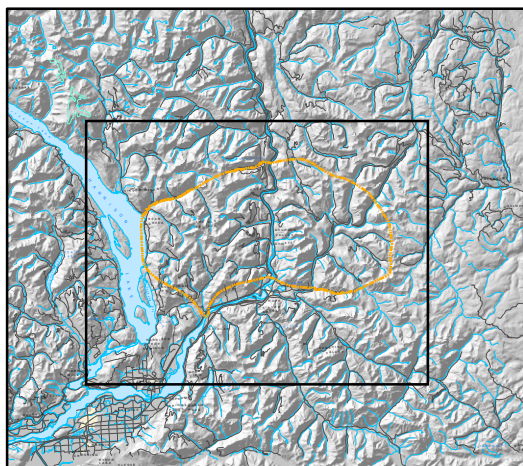
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Filepath: f:\projects\yale\yale_app_e_20050912.mxd
Created by: CBA-BG

Key Map of Yale Statement of Intent



APPENDIX F

CROWN CORRIDORS

Road Corridors

Current Reference	Interest	Land Parcel
Highway 1 Right of Way	Highway 1	Excluded from all parcels
FSR6092 Br 01 Squeah FSR E	Squeah Forest Service Road	Excluded from Squeah Lake parcels
FSR8147 Br 01 N Emory CR FSR E	N. Emory Creek Forest Service Road	Excluded from Albert Flat parcels

Utility Corridors

Current Reference	Interest	Land Parcel
File # 0349503. Right of Way	BC Hydro Utility line	Excluded from all parcels
File # 0286035. Right of Way	BC Hydro Utility line	Excluded from all parcels

APPENDIX G

MAP AND DESCRIPTION OF YALE FIRST NATION FISHING AREA

Before Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the Yale First Nation Fishing Area.

APPENDIX H

YALE FIRST NATION RIGHT TO HARVEST FISH - ALLOCATION FOR DOMESTIC PURPOSES

Fraser River Sockeye Salmon

In any year the Allocation for the Yale First Nation Right to Harvest Fish for Fraser River sockeye Salmon will be 0.9097% of the Canadian total allowable catch for Fraser River sockeye Salmon stocks whose natal waters converge with the Fraser River upstream of the bridge across the Fraser River at Agassiz to a maximum of 7,278 Fraser River sockeye Salmon.

Fraser River Pink Salmon

In any year the Allocation for the Yale First Nation Right to Harvest Fish for Fraser River pink Salmon will be 0.037% of the Canadian total allowable catch for Fraser River pink Salmon to a maximum of 3,710 Fraser River pink Salmon.

Fraser River Chum salmon

In any year the Allocation for the Yale First Nation Right to Harvest Fish for Fraser River chum Salmon will be determined by a practical delivery model, preferably based on run size, which will be negotiated prior to the Final Agreement that produces an average annual harvest of 300 chum Salmon based on the period 1992-2003.

Fraser River Coho Salmon

In any year the Allocation for the Yale First Nation Right to Harvest Fish for Fraser River coho Salmon will be determined by a practical delivery model, preferably based on run size, which will be negotiated prior to the Final Agreement that produces an average annual harvest of 300 coho Salmon based on the period 1992-2003.

Fraser River Chinook Salmon


In any year the Allocation for the Yale First Nation Right to Harvest Fish for Fraser River chinook Salmon will be determined by a practical delivery model, preferably based on run size, which will be negotiated prior to the Final Agreement that produces an average annual harvest of 1500 chinook Salmon based on the period 1992-2003.


Appendix I Yale First Nation Wildlife Harvest Area

Without Prejudice


Legend

 Yale First Nation Wildlife Harvest Area

 Park or Protected Area

 Primary Survey Parcels

Indian Reserves

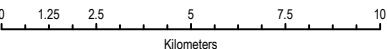
 Yale First Nation Indian Reserves

 Other First Nation Indian Reserves

 Transportation

 Waterbody

1:200,000



Data Sources and Notes

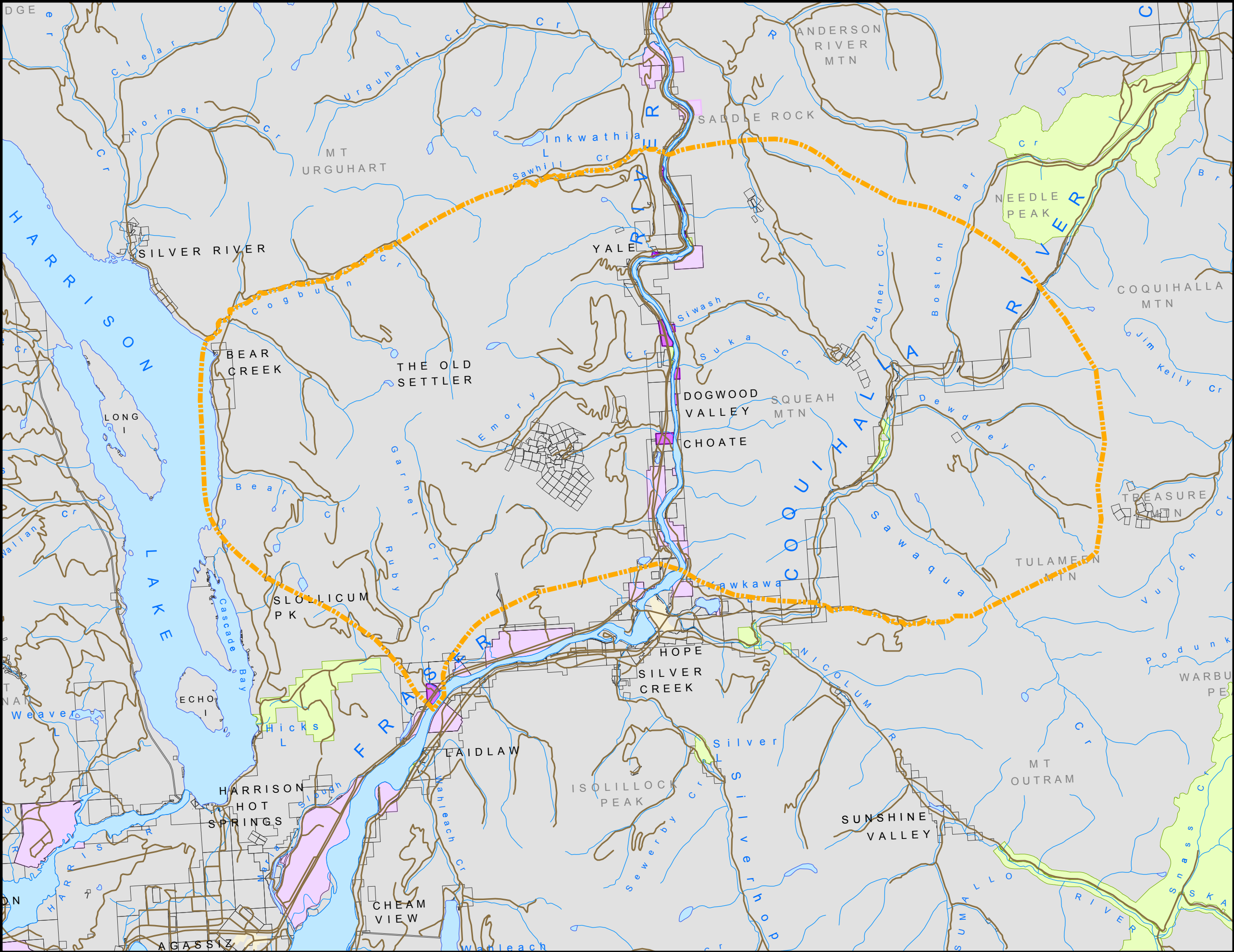
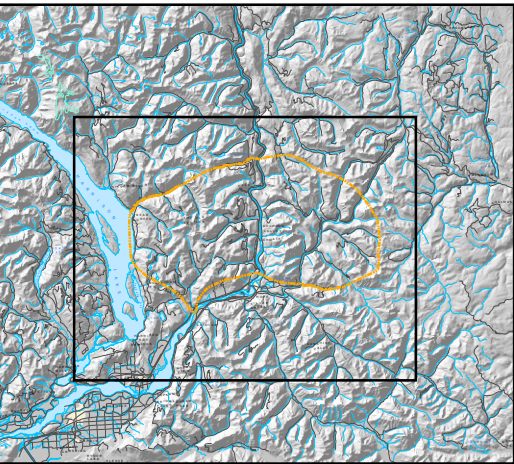
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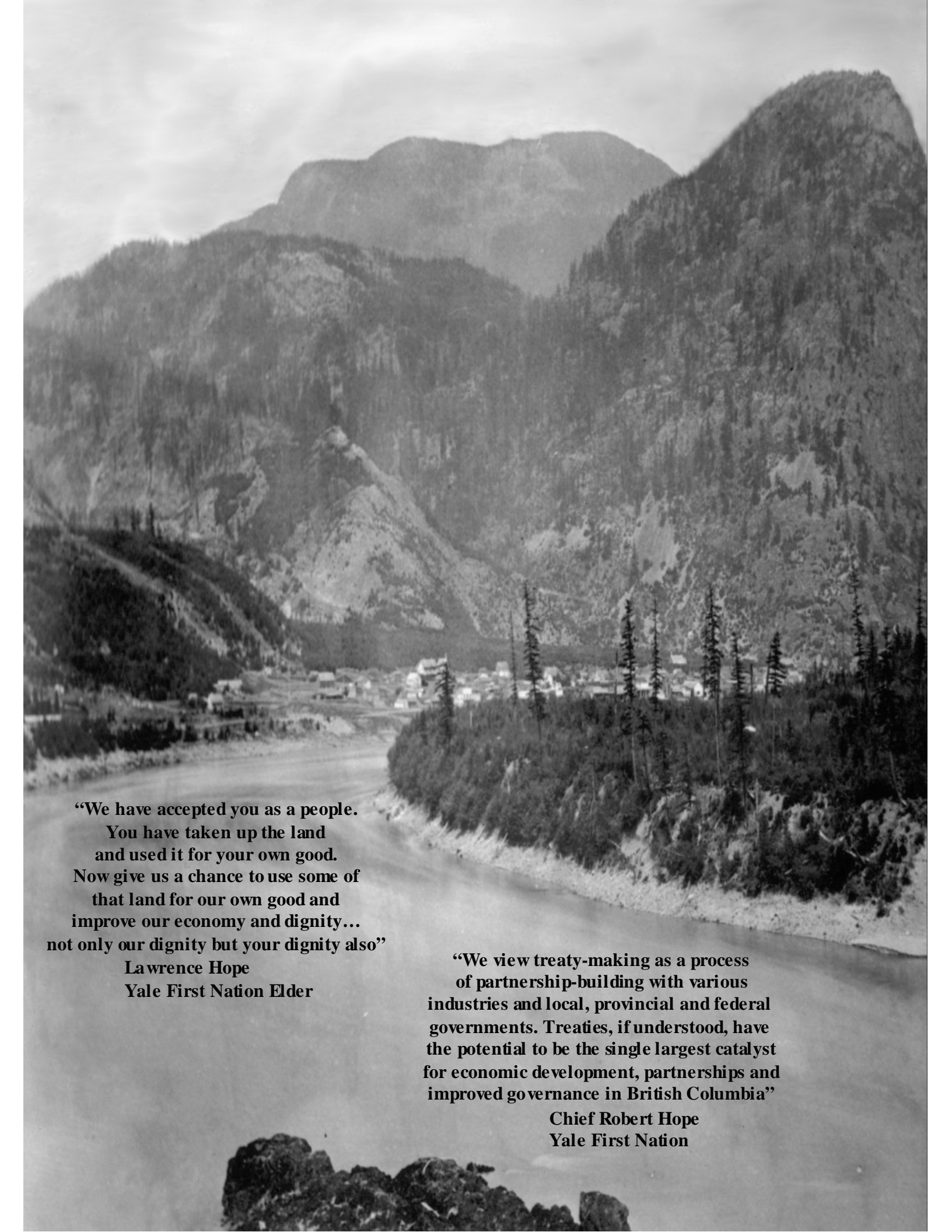
Key Map of Yale First Nation Wildlife Harvest Area



APPENDIX J

DISPUTE RESOLUTION

Contents to be determined before Final Agreement



**“We have accepted you as a people.
You have taken up the land
and used it for your own good.
Now give us a chance to use some of
that land for our own good and
improve our economy and dignity...
not only our dignity but your dignity also”**

**Lawrence Hope
Yale First Nation Elder**

**“We view treaty-making as a process
of partnership-building with various
industries and local, provincial and federal
governments. Treaties, if understood, have
the potential to be the single largest catalyst
for economic development, partnerships and
improved governance in British Columbia”**

**Chief Robert Hope
Yale First Nation**