

# SLIAMMON TREATY NEGOTIATIONS

## SUMMARY OF DRAFT AGREEMENT-IN-PRINCIPLE

Canada



Sliammon



This is a general summary of the Sliammon draft agreement-in-principle (AIP) for public information purposes. For complete information, please contact any of the sources listed at the end of this document.

## **Introduction**

The AIP sets the basis for negotiating a Final Agreement and a Governance Agreement and covers topics that include land, capital transfer, water, forest resources, fisheries, parks, environmental protection, culture and heritage, governance, taxation, and local and regional government.

Federal and provincial negotiators will now recommend the AIP to their respective Cabinets for approval. Sliammon will take the document to their community for review and a community approval process.

Once the AIP is approved by the three Parties, representatives of both governments and Sliammon will sign the AIP, and negotiations will begin on the Final Agreement and the Governance Agreement. During these negotiations, Sliammon will continue consultations with its members, and British Columbia and Canada will continue to consult with local governments and other local interests.

## **Agreement-in-Principle Overview**

### **General Provisions**

- The AIP is the basis for negotiating the Final Agreement (i.e., a treaty) and the Governance Agreement and is not legally binding.
- To achieve certainty, the treaty will be the full and final settlement of Sliammon's aboriginal land rights and any other aboriginal rights related to the matters set out in the Final Agreement, and will modify any such aboriginal rights into the rights set out in the Final Agreement.
- With respect to the Governance Agreement, Sliammon will agree not to assert or exercise any rights other than those set out in the Governance Agreement for as long as that agreement is in effect.
- Any other right not addressed in the Governance Agreement or modified into a right set out in the Final Agreement may be incorporated into the agreements through negotiations by all Parties.
- The Canadian Constitution, including the *Constitution Act, 1867* and the *Constitution Act, 1982*, will not be altered, and the *Canadian Charter of Rights and Freedoms* will apply to Sliammon government.
- Sliammon treaty lands will not be reserve lands, and the *Indian Act* will no longer generally apply.
- Federal and provincial laws will apply concurrently with Sliammon laws.
- Sliammon members will continue to have access to programs for aboriginal people in accordance with eligibility criteria for those programs.

## **Lands**

- On the effective date of the Final Agreement, Sliammon will own approximately 6,000 hectares of provincial Crown land and Sliammon's current 1,907 hectares of Indian reserve land.
- Subsurface resources on treaty lands which were held by the Crown prior to treaty will be owned by Sliammon.
- Expropriation of treaty lands may occur only in accordance with the provisions of the Final Agreement. This will include provisions to avoid expropriation where reasonable, to provide fair compensation and, with the agreement of the Parties, to use replacement land as compensation.
- Sliammon will be able to add to its treaty lands in the future, subject to the agreement of Canada and British Columbia, and the consent of the Corporation of the District of Powell River if the lands are within municipal boundaries.
- Sliammon will have law-making authority concerning the management and development of treaty lands.
- Existing third-party legal interests on proposed treaty lands will be identified and, where disruption is unavoidable, fair compensation will be paid.
- Some of the proposed treaty lands are in the Agricultural Land Reserve, and any changes which may occur to the ALR designation will be reflected in the Final Agreement.

## **Subsurface and Mineral Resources**

- Subsurface resources on treaty lands will be owned by Sliammon, subject to the continuation of interests that existed prior to treaty.

## **Water**

- Prior to Final Agreement, the Parties will negotiate and attempt to reach agreement on the volume of water to be reserved for Sliammon.
- Use of water by Sliammon will be licensed in accordance with provincial law.
- British Columbia and Sliammon may negotiate Sliammon's role in management and administration of water licences on treaty lands.

## **Forest Resources**

- Sliammon will own and manage the forest resources on treaty lands.
- Sliammon may make laws with respect to forest resource management consistent with provincial standards.

- British Columbia is prepared to direct award Sliammon a forest tenure of 50,000 cubic metres of annual allowable cut, which would be outside of the treaty.

### **Access and Roads**

- There will be reasonable public access to treaty lands for recreational and non-commercial use, including hunting and fishing.
- Sliammon may regulate public access to prevent removal of resources owned by Sliammon, to protect cultural sites, and to prevent nuisance and damage to its lands and resources.
- Access across treaty lands to existing third-party tenures and private properties will be ensured.
- Provincial and federal representatives may access treaty lands in order to carry out their duties.
- Crown corridors and provincial roads running through treaty lands will remain under provincial ownership and jurisdiction.

### **Fisheries**

- The federal and provincial Ministers will retain authority, within their respective jurisdictions, to manage and conserve fish and fish habitat.
- Sliammon will have the right to harvest fish and aquatic plants for food, social and ceremonial purposes in an area set out in the AIP. These fish cannot be sold.
- The right to harvest fish will be implemented through a Sliammon fishing licence and will be limited by measures necessary for conservation, public health or public safety.
- The treaty will identify Sliammon's share of sockeye, chum, coho and pink salmon.
- Fish allocations will vary annually depending on fish abundance and conservation requirements. The allocations will be determined by the federal Department of Fisheries and Oceans based on formulas set out in the Final Agreement.
- The potential annual average catch is estimated at 12,250 Sockeye, 4,125 Chum, 5,000 Pink, 130 Chinook and 360 Coho, for a total of 21,865 salmon.
- Where there is a surplus of salmon, the Department of Fisheries and Oceans may permit Sliammon to harvest some or all of the surplus salmon in an area set out in the AIP.
- The Final Agreement will set out allocations for some non-salmon species, including clams, groundfish, herring, herring spawn, prawns and sea urchins.

- Prior to Final Agreement, the Parties are prepared to discuss access to shellfish harvest areas, as well as a herring allocation, that may fall outside the area set out in the AIP.
- Sliammon will have the right to harvest the total allowable catch of intertidal bivalves on the foreshore of Harwood Island.
- Sliammon may apply for shellfish aquaculture tenures on the foreshore of Harwood Island.
- After the effective date, the Province is prepared to establish a reservation of 25 years on existing Sliammon shellfish aquaculture areas.
- Sliammon may trade and barter fish and aquatic plants among themselves or with other aboriginal people of Canada, resident in British Columbia.
- The Parties will participate in fisheries management through a Joint Fisheries Committee (JFC).
- Sliammon will develop an annual fishing plan for their annual harvest and will review this plan with the JFC.
- The federal fisheries Minister will issue a fish licence authorizing Sliammon fisheries each year based on the annual fishing plan.
- Sliammon may also participate in a regional fisheries management advisory process if one is established.
- Sliammon will have law-making authority with respect to who can participate in the harvest of fish for Sliammon allocations, how they will be distributed, and how individuals and vessels will be documented.
- On the effective date and at the request of Sliammon, Canada will issue a halibut licence and an euphausiid licence under similar conditions as other commercial fishing licences.
- On the effective date, Canada and Sliammon will enter into a Harvest Agreement outside the treaty for commercial licences under conditions comparable to those in the regular commercial fishery.
- Fisheries under the Harvest Agreement will have the same priority as other commercial fisheries in fisheries management decisions made by the Minister of Fisheries and Oceans.
- The Parties will initiate Treaty Related Measures respecting commercial and domestic fish harvesting and management, and chinook monitoring.

### **Wildlife and Migratory Birds**

- The federal and provincial Ministers will retain authority, within their respective jurisdictions, to manage and conserve wildlife and migratory birds.
- Sliammon will have the right to harvest wildlife and migratory birds for domestic purposes, limited by measures necessary for conservation, public health or public safety.

- The right to harvest cannot interfere with authorized uses or dispositions of Crown land or the ability of the Crown to authorize uses or dispose of Crown land.
- In authorizing uses of Crown land in the wildlife harvest area, the Crown must ensure that Sliammon members have a reasonable opportunity to hunt.
- Harvesting of wildlife by Sliammon will be carried out under a Wildlife Harvest Plan developed by Sliammon, consistent with the Final Agreement and approved by the Minister.
- The Wildlife Harvest Plan will address the designation and documentation of harvesters, and methods, timing and location of harvest.
- Sliammon will have law-making authority with respect to management of their harvest, including the designation and documentation of Sliammon hunters.
- Wildlife and migratory birds harvested under the Final Agreement may not be sold, unless allowed under federal and provincial laws.
- Sliammon may trade and barter wildlife and migratory birds harvested under the Final Agreement among themselves or with other aboriginal people of Canada, resident in British Columbia.
- Sliammon may participate in a regional wildlife management process if one is established.
- The Final Agreement will set out a process for establishing wildlife allocations.

### **Environmental Assessment and Protection**

- Sliammon will be able to participate in environmental assessment processes for proposed projects that could have adverse effects on treaty lands or Sliammon interests.
- Sliammon will be able to make environmental protection laws that apply on treaty lands.

### **Sliammon Role Outside Sliammon Lands**

- Sliammon will be involved in public planning processes in an area set out in the AIP.
- Sliammon will have the right to gather plants for domestic purposes, limited by conservation, public health and public safety measures.
- The right to gather cannot interfere with authorized uses or dispositions of Crown land or the ability of the Crown to authorize uses or dispose of Crown land.
- The Parties have agreed to initiate a treaty-related measure for Sliammon to review existing land-use plans and for Sliammon and British Columbia

to explore Sliammon participation in provincial land and resource planning processes post treaty.

### **Parks**

- Prior to the Final Agreement, British Columbia and Sliammon will negotiate arrangements with respect to Sliammon participation in the management of identified parks.
- Sliammon activities in parks, including hunting and fishing, will be co-ordinated with park management plans.
- Prior to the Final Agreement, Sliammon and British Columbia will develop a plan for a commercial recreation tenure.

### **Governance**

- Sliammon self-government and governance 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.
- The governance chapter sets out provisions for the Final Agreement on matters such as: the nature of the Sliammon government, requirements for a Sliammon constitution, requirements respecting financial administration, processes for appeal or review of administrative decisions, Sliammon membership, and the relationship of the Sliammon government with individuals who are not Sliammon members but reside on treaty lands.
- Sliammon will have a democratically elected government.
- Sliammon will have various law-making authorities. Authorities related to land, resources, culture and language and some aspects of education and child and family services, will be set out in the Final Agreement, and all other authorities will be set out in a separate Governance Agreement that will not form part of the Final Agreement.
- The Governance Agreement will come into effect at the same time as the Final Agreement.
- Together, the Final Agreement and the Governance Agreement will enable Sliammon to control their own affairs.

### **Local and Regional Government Relationships**

- Prior to the Final Agreement, the Parties will discuss Sliammon government's participation on the Powell River Regional District.
- Prior to the Final Agreement, Sliammon and local governments will discuss opportunities to develop and co-ordinate their respective community plans.

- The Governance Agreement will set out the relationship that Sliammon government will have with the Powell River Regional District and the Corporation of the District of Powell River on service delivery, payment for services and co-ordination in areas of common responsibility.

### **Indian Act Transition**

- The Final Agreement will have transitional provisions for governance matters related to the *Indian Act*.

### **Capital Transfer**

- Sliammon will receive \$26 million dollars, according to a negotiated schedule of payments.
- Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on sharing of agreed-upon revenues with Sliammon.
- When the Final Agreement is initialled by the Parties, Canada will determine the outstanding amount of the negotiation loans made by Canada to Sliammon, and will prepare a schedule for repayment.

### **Fiscal Relations**

- Funding agreements will be negotiated every five years for funding of agreed-upon programs and services, including new responsibilities.
- When negotiating funding agreements, the Parties will take into account existing levels of funding for programs and services, the financial resources necessary to provide agreed-upon programs and services at a level reasonably comparable to the level of programs and services available in First Nation and non-First Nation communities of similar size and circumstances in southwest British Columbia, and other factors.
- Funding agreements will not be part of the Final Agreement.
- Sliammon will contribute to the funding of services from their own revenues, such as taxation, economic development and resource revenues.
- The Parties will establish a tripartite tax and fiscal working group between AIP and Final Agreement.

### **Taxation**

- Sliammon will have law-making authority in respect of direct taxation of Sliammon members on treaty lands.
- Canada or British Columbia may negotiate other taxation and tax administration agreements with Sliammon.

- Prior to the Final Agreement, the Parties will negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the effective date.

### **Culture and Heritage**

- Canada, British Columbia and Sliammon acknowledge the integral role of Sliammon artifacts in the continuation of Sliammon culture, values and traditions.
- The Parties will negotiate and attempt to reach agreement on the sharing of Sliammon artifacts held by the Canadian Museum of Civilization and the Royal British Columbia Museum.
- Sliammon ancient human remains removed from heritage sites will be returned to Sliammon, subject to federal and provincial laws.
- Geographic features or places may be renamed.

### **Dispute Resolution**

- A dispute resolution process will be set out in the Final Agreement and the Governance Agreement.
- The dispute resolution process will apply to conflicts or disputes regarding the interpretation, application or implementation of the Final Agreement or the Governance Agreement or a breach or anticipated breach of the Final Agreement or the Governance Agreement.
- The Parties agree that, as a general principle, they will work to prevent or minimize disagreements and to resolve disagreements, should they arise, in a non-adversarial, collaborative and informal manner.

### **Eligibility and Enrolment**

- The AIP sets out the eligibility criteria for enrolment as a beneficiary under the Final Agreement.
- An Enrolment Committee and Enrolment Appeal Board will be established, and associated costs will be covered by Canada and British Columbia.

### **Implementation**

- Prior to the Final Agreement, Canada, British Columbia and Sliammon will conclude an implementation plan, which is not to be part of the Final Agreement.
- The implementation plan will identify the activities to be undertaken to fulfill the obligations of the Final Agreement and the Governance Agreement, and the Parties' responsibilities and timelines for carrying out those activities.

### **Ratification of the Final Agreement and the Governance Agreement**

- A ratification committee comprised of representatives of Sliammon, Canada and British Columbia will be established to oversee the ratification process.
- Ratification of the Final Agreement and the Governance Agreement by Sliammon requires at least 50 per cent plus one of eligible voters to vote in favour of entering into the Final Agreement and the Governance Agreement.
- Ratification by British Columbia and Canada requires the signatures of the respective Ministers of the Crown and the coming into force of provincial and federal settlement legislation that will give effect to the Final Agreement and the Governance Agreement.

### **For more information, please contact:**

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