

# YEKOOCHE TREATY NEGOTIATIONS

## SUMMARY OF AGREEMENT-IN-PRINCIPLE

August 22, 2005



This is a general summary of the Yekooche Agreement-in-Principle (AIP) for public information purposes, and is without prejudice to legal and negotiating positions the parties may wish to take in the future. The chief negotiators from Yekooche, Canada and British Columbia have recommended the AIP for approval by their principals, which are the Yekooche Chief and Council, upon recommendation of Yekooche membership, and the federal and provincial cabinets.

This AIP represents broad consensus among the three parties on the language and provisions contained in the document. It is not a legally binding document. If approved by the principals, the document will form the basis for negotiating the Final Agreement and the Governance Agreement.

For more information, please contact any of the people listed at the end of this document.

### **Introduction**

The Yekooche AIP deals with land, cash, resources, culture and related self-government provisions. The AIP sets out certain law-making authorities related to Yekooche management of their lands, resources, and culture. It notes that a separate Yekooche Governance Agreement will be negotiated between AIP and Final Agreement, and will lay out authorities that will be contained in that agreement.

The AIP is the foundation for Final Agreement negotiations and completes stage 4 of the 6-stage BC treaty process.

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

### **General Provisions**

- The Agreement-in-Principle forms the basis for negotiating the Final Agreement
- The Agreement-in-Principle is not legally binding.
- The Final Agreement will not alter the Constitution of Canada.
- Federal and provincial laws will apply concurrently with Yekooche First Nation laws to Yekooche First Nation citizens, government, public institutions and treaty land.
- The *Charter of Rights and Freedoms* will apply to the Yekooche First Nation Government.
- Subject to specific transitional measures that will be set out in the Final Agreement, the *Indian Act* will no longer apply to Yekooche First Nation.
- Yekooche First Nation, its Government and its Citizens will continue to be eligible for federal and provincial programs and services provided Yekooche First Nation does not assume responsibility for those programs and services.

- The Final Agreement will be the full and final settlement of any Yekooche First Nation aboriginal rights related to land, resources and other matters set out in the Final Agreement.
- Any Yekooche First Nation aboriginal rights related to land, resources and matters set out in the Final Agreement will be modified into the rights set out in the Final Agreement.
- Before the Final Agreement, the Parties will negotiate and attempt to reach an agreement on a process concerning Yekooche First Nation rights that are not rights addressed in the Governance Agreement or modified into rights set out in the Final Agreement.

### **Yekooche Role off Treaty Settlement Lands**

- Yekooche First Nation Citizens will have the right to gather plants for domestic purposes on Crown land that will be identified in the Final Agreement. This right will be limited by measures necessary for conservation, public health or public safety.
- Yekooche First Nation Government may enter into agreements with neighbouring jurisdictions with respect to the coordination of land use planning processes.
- Yekooche First Nation will have a right to participate in provincial planning processes.

### **Lands**

- The AIP provides Yekooche First Nation with treaty settlement land comprised of 5,960 hectares of provincial Crown land and 379.8 hectares of Yekooche First Nation's current Indian Reserves for a total of 6,339.8 hectares.
- Before the Final Agreement, the Parties will consider whether any of the attributes of Yekooche First Nation Lands to be set out in other chapters in the Final Agreement also need to be addressed in the General Provisions chapter.
- Existing third party legal interests on treaty land will be protected.
- Submerged lands outside of existing Indian Reserves will not be part of treaty land.
- The Final Agreement will provide that Yekooche First Nation may make laws in respect of the administration and management of Yekooche First Nation Lands.
- Subject to the continuation of existing third party tenures, subsurface and mineral resources on Yekooche treaty land will be owned by Yekooche First Nation. Subsurface and mineral resources will continue under provincial legislation.
- Yekooche First Nation will receive fees, rents, royalties and other charges accruing from the exploration, development and production of those subsurface and mineral resources owned by Yekooche.
- Yekooche First Nation and British Columbia may enter into agreements for the management and administration of those subsurface and mineral resources.
- Expropriation of treaty land may occur only in accordance with the provisions of the Final Agreement. This will include provisions to avoid expropriation where reasonably feasible, to provide fair compensation, and to use replacement land as compensation where the parties so agree.

- If Yekooche First Nation buys lands after the Effective Date of the Final Agreement and wants those lands to be added to Yekooche treaty land, specific criteria must be met, including agreement of British Columbia and Canada.

### **Access, Roads and Corridors**

- Yekooche First Nation will allow reasonable public access to public treaty land for temporary recreational and non-commercial use, including hunting and fishing.
- Yekooche First Nation will allow reasonable access to those accessing tenures consistent with the terms and conditions of the tenure.
- Yekooche First Nation may regulate public access to their lands to prevent harvesting of resources owned by Yekooche First Nation, to prevent nuisance or damage, and to protect sensitive areas.
- Crown corridors will not be part of Yekooche First Nation treaty lands and will remain under provincial jurisdiction.
- Specified public utility rights-of-way will continue on Yekooche treaty lands.

### **Forest Resources**

- Yekooche First Nation will own forest resources on treaty lands.
- Yekooche First Nation may make laws for forest management on treaty lands that meet or exceed provincial forest practices and standards.
- In the event of a conflict, federal or provincial laws will prevail over Yekooche First Nation forest management laws.
- Yekooche First Nation must follow provincial and federal laws with respect to log exports.

### **Water**

- British Columbia will retain regulatory authority over water.
- Existing water licences will be protected.
- Before Final Agreement, British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on Yekooche First Nation water reservations, one for domestic, agricultural and industrial use, and a second for potential hydro power purposes.

### **Fisheries**

- Yekooche First Nation will have the right to harvest fish for food, social and ceremonial purposes, limited by measures necessary for conservation, public health or public safety. This right will be implemented through Yekooche First Nation harvest documents issued by the Ministers.
- The Ministers will retain authority to manage and conserve fish, aquatic plants and fish habitat.
- Canada and Yekooche First Nation will negotiate a domestic allocation for sockeye during Final Agreement negotiations.
- The area within which the Yekooche will have the right to harvest fish will be negotiated during Final Agreement negotiations.

- Yekooche First Nation will have law-making authority regarding the internal management of Yekooche fishing.
- Yekooche First Nation will develop an annual fishing plan to assist in the management of Yekooche fishing that will be taken into consideration by the Minister when issuing a treaty harvest document.
- Yekooche First Nation will have the right to trade or barter with other aboriginal people resident in British Columbia, fish harvested under the Yekooche First Nation fishing right.

### **Wildlife and Migratory Birds**

- Yekooche First Nation will have the right to harvest wildlife and migratory birds for domestic purposes within a defined harvest area. The right will be limited by measures necessary for conservation, public health or public safety.
- The Ministers will retain authority to manage and conserve wildlife and migratory birds.
- Yekooche First Nation and British Columbia will develop a wildlife management plan for the management of Yekooche First Nation's harvest of any wildlife species that the Ministers designate for conservation reasons or any other species on which British Columbia and Yekooche First Nation agree.
- The right to harvest wildlife will be exercised in a manner consistent with any wildlife management plan that is developed.
- Yekooche First Nation will have law-making authority with respect to management of Yekooche First Nation wildlife and migratory bird harvesting, including documentation of Yekooche First Nation hunters.
- Yekooche First Nation will have the right to trade or barter with other aboriginal people resident in British Columbia, wildlife and migratory birds harvested under the Final Agreement.
- Yekooche First Nation will also have the right to participate in any provincial wildlife advisory management processes that applies to their harvest area.
- Existing guide outfitter tenures and registered traplines will be protected.

### **Environmental Assessment**

- No federal or provincial project will proceed on Yekooche First Nation Lands without consent of the Yekooche First Nation.
- Yekooche First Nation may participate in any Environmental Assessment of a Provincial or Federal Project which may reasonably be expected to have adverse environmental effects on Yekooche Lands, residents of Yekooche Lands or Yekooche rights as set out in the Final Agreement.

### **Environmental Protection**

- Yekooche First Nation may make environmental protection laws on treaty land.

- Yekooche 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 Yekooche First Nation area, both on and off Yekooche First Nation Lands.
- Province-wide standards of management and environmental protection will continue to apply

### **Parks and Protected Areas**

- Prior to Final Agreement, the Parties will negotiate arrangements for Yekooche First Nation activities in provincial parks and Yekooche First Nation participation in the management of specific provincial protected areas.

### **Culture and Heritage**

- Yekooche First Nation will have law-making authority regarding the preservation, promotion and development of their culture and language.
- The sharing of artifacts held by Canada and British Columbia will be negotiated.
- Yekooche First Nation and British Columbia will negotiate the naming or renaming of key cultural geographic features identified by Yekooche First Nation to be of cultural or historical significance to the Yekooche people.

### **Governance**

- Yekooche First Nation will have authority to make laws as set out in the Final Agreement, a Governance Agreement and any other agreement set out in the Final Agreement.
- Yekooche First Nation will have a Constitution that will provide for an accountable and democratically elected government.
- Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on certain thresholds for exercising some of the law-making authority contemplated in this chapter and the scope of application of such thresholds.
- The scope of each law-making authority will be determined during Final Agreement negotiations.
- Yekooche First Nation government will consult with individuals who are not Yekooche First Nation citizens, residing on or having a property interest in the treaty lands of Yekooche First Nation.
- During Final Agreement negotiations, the Parties will negotiate provisions with respect to the relationship between the Yekooche First Nation Government and neighbouring local governments.

### **Capital Transfer**

- The AIP provides a capital transfer of \$6.5 million (2005).
- Prior to Final Agreement, the Parties will negotiate an agreement on sharing of agreed-upon revenues.
- When the Final Agreement is initialed by the Parties, Canada will determine the outstanding amount of the negotiation loan made by Canada to Yekooche First Nation

and will prepare a schedule for the repayment of that loan amount.

### **Taxation**

- Prior to the Final Agreement, the Parties will negotiate transitional measures, comparable to those in other treaties, to address the fact that the tax exemption presently set out in section 87 of the *Indian Act* will be phased out.
- Yekooche First Nation will have law-making authority for direct taxation of Yekooche First Nation Citizens on treaty land.
- British Columbia may enter into agreements with Yekooche First Nation outside of the Final Agreement for the coordination of tax systems and the extent to which Yekooche First Nation may have authority respecting taxation of persons on treaty land who are not Yekooche First Nation citizens.

### **Fiscal Relations**

- Fiscal agreements with Yekooche First Nation will be negotiated every five years for funding of agreed-upon programs and services.
- Fiscal agreements will not be part of the Final Agreement.
- Yekooche First Nation will contribute to the funding of services from its own revenues.

### **Other provisions**

- The AIP sets out the eligibility criteria for enrolment as a beneficiary under the Final Agreement.
- The Final Agreement will include provisions for the transition from Yekooche Indian Band to Yekooche First Nation Government.
- An implementation plan will be negotiated to assist the parties to implement the treaty. The implementation plan is not part of the Final Agreement.
- A dispute resolution process will be set out in the Final Agreement
- Ratification of the Final Agreement by Yekooche First Nation requires an absolute majority of Yekooche First Nation eligible voters.
- Ratification by British Columbia and Canada requires the signatures of respective Ministers of the Crown and the coming into force of provincial and federal settlement legislation that will give effect to the Final Agreement.

<b>For more information, please contact:</b>		
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