

**YALE TREATY NEGOTIATIONS**

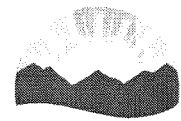
**SUMMARY OF  
AGREEMENT-IN-PRINCIPLE**

**March 9, 2006**

**Canada**



**YALE FIRST NATION**



**BRITISH  
COLUMBIA**

This is a general summary of the Yale 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 Yale, Canada and British Columbia have recommended the AIP for approval by their principals, which are the Yale Chief and Council, upon recommendation of Yale 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. The document will form the basis for negotiating the Final Agreement, which will be constitutionally protected, and other supporting agreements which will be outside of the Final Agreement.

The summary is not an exhaustive list of AIP content. For more information, please contact any of the people listed at the end of this document.

### **Introduction**

The Yale AIP deals with land, cash, resources, culture and related self-government provisions. The AIP sets out certain law-making authorities that will be contained in the Final Agreement related to Yale management of their lands, resources, and culture. It notes that other agreements may be negotiated between negotiated between AIP and Final Agreement that will set out additional law-making authorities.

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

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

### **General Provisions**

- The AIP forms the basis for negotiating the Final Agreement.
- The AIP is not legally binding.
- The Final Agreement will be a treaty and a land claims agreement.
- The Final Agreement will not alter the Constitution of Canada.
- Federal and provincial laws will apply concurrently with Yale First Nation laws to Yale First Nation members, government, public institutions and Yale First Nation treaty settlement lands.
- The Charter of Rights and Freedoms will apply to the Yale 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 Yale First Nation.
- Yale First Nation, its government and its members will continue to be eligible for federal and provincial programs and services provided Yale First Nation does not assume responsibility for those programs and services.
- The AIP sets out the agreement by the parties regarding the legal technique for achieving certainty with respect to the exercise of aboriginal rights, including title, that will be further refined by the Parties in the Final Agreement.

### **Governance**

- Yale 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 the Governance chapter of the AIP and the scope of application of such thresholds
- Yale First Nation will have authority to make laws as set out in the Final Agreement and other agreements outside of the Final Agreement and these agreements will set out which laws will prevail in the event that a Yale First Nation law conflicts with a federal or provincial law.
- The nature and scope of each law-making authority will be determined during Final Agreement negotiations.
- Yale First Nation Government will consult with individuals who are not Yale First Nation members, residing on or having a property interest in the Yale First Nation treaty settlement lands.

### **Lands<sup>1</sup>**

- The Final Agreement will provide Yale First Nation with treaty settlement lands comprised of 660.31 hectares of provincial Crown land, including subsurface and mineral resources; 254.94 hectares of provincial Crown land, excluding subsurface and mineral resources; and 223.8 hectares of Yale First Nation's current Indian Reserves, including subsurface and mineral resources, for a total of 1139.05 hectares.
- Existing third party legal interests on Yale First Nation treaty settlement lands will continue in accordance with existing terms and conditions.
- The Final Agreement will provide that Yale First Nation may make laws in respect of the administration and management of Yale First Nation treaty settlement lands.
- Subject to the continuation of existing third party tenures, Yale First Nation will own subsurface and mineral resources on specified Yale First Nation treaty settlement lands, and federal and provincial law will continue to apply to these resources.
- Yale First Nation and British Columbia may enter into agreements for the management and administration of those subsurface and mineral resources.
- Expropriation of Yale First Nation treaty settlement lands 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 Yale First Nation desires to add lands that it purchases to its treaty settlement lands post-Final Agreement, specific criteria must be met, including agreement of British Columbia and Canada.
- Yale First Nation may enter into agreements with local and regional governments with respect to the coordination of land use planning processes.

### **Fisheries**

- Yale 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 Yale First Nation Harvest Documents issued by the Ministers.
- The Ministers will retain authority to manage and conserve fish, aquatic plants and fish habitat.

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<sup>1</sup> In order to address Yale First Nation's strong interest in acquiring Crown land immediately adjacent to existing Yale Reserves for community expansion purposes, BC and Canada consulted with the local community regarding the inclusion of Emory Creek Provincial Park as treaty lands. Provincial negotiators worked closely with B.C. Parks to find replacement lands with similar recreation values. As a result, Landstrom Bar has been selected as potential replacement for Emory Creek Provincial Park because of its outstanding river recreation values and close proximity to the communities of Yale and Hope. This area had been previously identified through the Lower Mainland Protected Area Strategy. Landstrom Bar has been placed in a land reserve and BC Parks will be consulting with the community and First Nations to determine the most appropriate management designation and authority for the area prior to final designation.

- Yale First Nation will have a domestic allocation for Sockeye of 0.9097% of the Canadian total allowable catch, as well as 0.037% of the Canadian total allowable catch for Pink. The domestic allocation for Chum, Coho and Chinook will be determined by a practical delivery model.
- Yale First Nation will have a commercial fishing opportunity of up to 1.15% of commercial Total Canadian Catch (TCC) for Sockeye, and up to 0.17% of TCC for Pink. Yale First Nation may use a portion of their Capital Transfer to acquire capacity to pursue this opportunity.
- Yale First Nation may access commercial fishing opportunities for Fraser River sockeye salmon and Fraser River pink salmon. Before the Final Agreement, the Parties will attempt to reach an agreement on how and where Yale First Nation will access these commercial fishing opportunities, including licensing arrangements.
- Before Final Agreement, the Parties will attempt to reach an agreement on the extent of Yale First Nation's participation in a Lower Fraser River chinook salmon commercial fishing opportunity.
- The area within which the Yale will have the right to harvest fish will be negotiated during Final Agreement negotiations.
- Yale First Nation will have law-making authority regarding the internal management of Yale fishing.
- The Final Agreement will address how advice or recommendations will be provided to the Minister for a Yale First Nation Harvest Document.
- Yale First Nation will have the right to trade or barter with other aboriginal people resident in British Columbia, fish harvested under the Yale First Nation fishing right.

### **Culture and Heritage**

- On Yale First Nation treaty settlement lands, Yale 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.
- Yale First Nation and British Columbia will negotiate the naming or renaming of key cultural geographic features identified by Yale First Nation to be of cultural or historical significance to Yale First Nation .

### **Yale Role off Treaty Settlement Lands**

- Yale First Nation members will have the right to gather plants for food, social and ceremonial purposes within an area of provincial 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.
- Yale First Nation will have a right to participate in provincial planning processes.
- Yale First Nation right to harvest 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.

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

- Yale First Nation will have the same rights and obligations for public access, occupation and trespass on their treaty settlement lands as other owners of fee simple lands.
- Yale First Nation will provide access, where reasonably required, to existing legal interests to be identified in the Final Agreement that are within, contiguous, or in close proximity to Yale First Nation treaty settlement lands.

- Yale First Nation may regulate public access to their treaty settlement lands to prevent harvesting of resources owned by Yale First Nation, to prevent nuisance or damage, and to protect culturally and environmentally sensitive areas and other purposes as set out in the Final Agreement.
- Crown corridors will not be part of Yale First Nation treaty settlement lands and will remain under provincial jurisdiction.
- Specified public utility rights-of-way will continue on Yale First Nation treaty settlement lands.

### **Forest Resources**

- Yale First Nation will own forest resources on Yale First Nation treaty settlement lands.
- Yale First Nation may make laws for forest management on Yale First Nation treaty settlement lands that meet or exceed provincial forest practices and standards.
- Yale First Nation must follow provincial and federal laws with respect to log exports removed from Yale First Nation treaty settlement lands.

### **Environmental Assessment**

- No federal or provincial project will proceed on Yale First Nation treaty settlement lands without the consent of Yale First Nation.
- Yale 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 Yale First Nation treaty settlement lands, or Yale rights as set out in the Final Agreement.

### **Environmental Protection**

- Yale First Nation may make environmental protection laws on Yale First Nation treaty settlement lands.
- 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 Yale First Nation statement of intent area.
- Province-wide standards of management and environmental protection will continue to apply.

### **Water**

- British Columbia will retain regulatory authority over water.
- Existing water licences will continue in accordance with existing terms and conditions.
- British Columbia, under the Final Agreement, will provide for water reservations in favour of Yale First Nation, one for domestic, agricultural and industrial uses and a second for potential hydro power purposes.

### **Wildlife and Migratory Birds**

- Yale First Nation will have the right to harvest wildlife and migratory birds for food, social and ceremonial purposes within a defined harvest area. The right will be limited by measures necessary for conservation, public health or public safety.
- The Minister will retain authority to manage and conserve wildlife and migratory birds.
- Yale First Nation and British Columbia will develop a wildlife management plan for the management of Yale First Nation's harvest of any wildlife species that the Minister designates for conservation reasons or any other species on which British Columbia and Yale First Nation agree.

- The right to harvest wildlife will be exercised in a manner consistent with any wildlife management plan that is developed.
- Yale First Nation will have law-making authority with respect to management of Yale First Nation wildlife and migratory bird harvesting, including documentation of Yale First Nation hunters.
- Yale 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.
- Yale 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 continue in accordance with existing terms and conditions.

### **Capital Transfer**

- The proposed cash settlement to Yale First Nation is valued at \$6.5 million (2005).
- Payment of capital transfer is dependent on FA and will be reduced by outstanding negotiation support loans.
- Prior to the Final Agreement, the Parties will negotiate an agreement on sharing 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 Yale 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.
- Yale First Nation will have law-making authority for direct taxation of Yale First Nation members on Yale First Nation treaty settlement lands.
- British Columbia may enter into agreements with Yale First Nation outside of the Final Agreement for the coordination of tax systems and the extent to which Yale First Nation may have authority respecting taxation of persons on Yale First Nation treaty settlement lands who are not Yale First Nation members.
- Before the Final Agreement, the Parties will determine whether provisions of the Taxation Chapter will be placed in the Final Agreement or another agreement.

### **Fiscal Relations**

- Fiscal agreements with Yale 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.
- Yale 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 Yale Indian Band to Yale First Nation Government.

- An implementation plan will be negotiated to assist the parties to implement the treaty. The implementation plan will not be part of the Final Agreement.
- A dispute resolution process will be set out in the Final Agreement
- Ratification of the Final Agreement by Yale First Nation will require at least 50% plus one of the Yale First Nation eligible voters to vote in favour of the Final Agreement.
- Ratification of the Final Agreement by British Columbia and Canada will require 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.

**Note:** Throughout this document, “the Minister” means the federal and/or provincial Minister(s) responsible for the matter in question.

**For more information, please contact:**

**Yale**

Beatrice Bonneau

Tel: (604) 863-2443

Email: yfn-trty@uniserve.com

**Canada**

Catherine Blackstock

Tel: (604) 775-7392

Email: blackstockc@inac.gc.ca

**British Columbia**

Bill Armstrong

Tel: (250) 387-5060

Email: Bill.N.Armstrong@gems4.gov.bc.ca