
Comparative Analysis of LMTAC Interests with the Tsawwassen Final Agreement

“LMTAC coordinates and represents the collective interests of local governments, and through them their constituents, in defining and building relationships between First Nations and other orders of government.”

February, 2007

LOWER
MAINLAND
TREATY
ADVISORY
COMMITTEE

Lower Mainland Treaty Advisory Committee

4th Floor, 4330 Kingsway, Burnaby, B.C., Canada V5H 4G8 Tel (604) 451-6179 Fax (604) 436-6860
E-mail: lmtac.lmtac@gvrd.bc.ca Web: www.lmtac.bc.ca

TABLE OF CONTENTS

EXECUTIVE SUMMARY 5

1. PURPOSE 7

2. CONTEXT 7

2.1 Tsawwassen Final Agreement Negotiations 7

2.2 Significance of a Final Agreement 8

2.3 LMTAC Involvement in Tsawwassen Treaty Negotiations 8

3. ANALYSIS COMPONENTS 9

3.1 Components of the Comparative Analysis 9

3.2 Assessing the Status of Local Government Interests 10

4. DISCUSSION 10

5. CONCLUSION 11

6. ATTACHMENT – Comparative Analysis of LMTAC Interests with the Tsawwassen Final Agreement 13

EXECUTIVE SUMMARY

Lower Mainland treaty negotiations reached a historic milestone on December 8, 2006, when Chief Negotiators from the Tsawwassen First Nation, British Columbia, and Canada initialed a draft Final Agreement; thereby recommending to their respective principals that the document be ratified as a treaty settlement.

Following the initialing, the Lower Mainland Treaty Advisory Committee (LMTAC) undertook a comparison of the *Tsawwassen Final Agreement* with its First Principles and interest statements. For a complete listing of publications used in determining LMTAC interests, please refer to section 3.1 Components of the Comparative Analysis of this paper. Of the **81** topics of interest identified, **71** were found to be consistent with LMTAC interests, **6** were found to be inconsistent. The remaining **4** topics were identified as “not applicable”, with staff comments provided for the general interest of LMTAC members.

The attached chart in section 6 Comparative Analysis of LMTAC Interests with the Tsawwassen Final Agreement details the results of the comparison with comments to elaborate on LMTAC’s position regarding the relevant topic or outlining concerns identified by LMTAC with that particular section of the *Tsawwassen Final Agreement*.

The *Tsawwassen Final Agreement* awaits ratification by all three Parties.

1. PURPOSE

Tripartite *Tsawwassen Final Agreement* negotiations concluded on August 24, 2006. Following, Chief Negotiators from Canada, British Columbia, and the Tsawwassen First Nation recommended the *Final Agreement* for initialing and initiated each of their respective internal review processes. Parties initialed the *Tsawwassen Final Agreement* during a ceremony in Tsawwassen on December 8, 2006; thereby releasing its contents to the public.

This report, with the accompanying *Comparative Analysis* chart, is intended to provide LMTAC Members with an overview of the *Tsawwassen Final Agreement* as it relates to LMTAC's First Principles for treaty negotiations.

The *Tsawwassen Final Agreement* addresses some topics that may not relate directly to an LMTAC policy interest; however due to a general public concern and/or interest, those sections of the *Final Agreement* have been included within this analysis to assist in the communication of *Final Agreement* information to LMTAC members.

2. CONTEXT

2.1 Tsawwassen Final Agreement Negotiations:

The Tsawwassen First Nation entered the BC Treaty Process in December 1993, and signed an Agreement-in-Principle (AIP) with Canada and British Columbia in March 2004. Final Agreement negotiations began in early 2003.

At a public information meeting in May 2006, Parties released the first available draft Final Agreement Chapters on *Forest Resources, Provincial Parks and Gathering, National Parks and National Marine Conservation Areas, Migratory Birds, and Wildlife*.

On August 24, 2006, Chief Negotiators reached an understanding on all Final Agreement Chapters; however no further information was released to the public. The Final Agreement was initialed and released to the public on December 8, 2006.

Highlights of the Tsawwassen Final Agreement include:

- 724 hectares of fee-simple lands
- \$13.9 million capital transfer over 10 years that includes:
 - Economic Development Capital Fund (\$1,055,000)
 - Forest Resources Fund (\$106,000)
 - Commercial Fish Fund (\$1,155,000)
 - Commercial Crab Fund (\$450,000)
 - Wildlife Fund (\$50,000)
 - Reconciliation Fund(\$440,000)
- \$2,000,000 from Canada for the release of all Tsawwassen rights and interests in mines and minerals under English Bluff

- \$1,000,000 from Canada for Tsawwassen to establish a Fisheries Fund to promote conservation and protection, facilitate sustainable management and stewardship of fish and fish habitat in Tsawwassen Territory.
- One-time funding of \$15.8 million for implementation of programs and services
- Ongoing funding of \$2.8 million for programs and services in the first Fiscal Finance Agreement; renegotiated every five years.
- Placement of all governance authorities within the Final Agreement

The Tsawwassen First Nation has been identified as one of three ‘lead’ Final Agreement tables in the Province. The other two Final Agreement tables include the Lheidli T’enneh (in the Prince George region) and the Maa-nulth (on western Vancouver Island). The *Lheidli T’enneh Final Agreement* was initialed on October 29, 2006, and the *Maa-nulth Final Agreement* was initialed on December 9, 2006. Each of the three initialed Final Agreements require ratification.

2.2 Significance of a Final Agreement:

A Final Agreement sets out the obligations of Canada, British Columbia, and Tsawwassen as the three Parties initiate a new government-to-government relationship. If ratified, the Final Agreement will provide full and final settlement of Tsawwassen’s aboriginal rights as recognized in the Canadian *Constitution*, and will be legally binding upon all three Parties.

The *Tsawwassen Final Agreement* is a 212 page document that contains 25 Chapters related to lands, fiscal relations, resources, culture and governance. Certain Tsawwassen rights will be restricted to Tsawwassen Lands, while other rights can be exercised in Tsawwassen’s traditional territory, which spans areas of Roberts Bank, the Fraser River, the Fraser River estuary, Pitt Lake, the Pitt River, the Serpentine River, the Nicomekl River, Boundary Bay and the Gulf Islands.

Side-agreements outside of Final Agreement will be used to resolve several issues between Parties including: resource harvest allocations; fiscal financing; and technical matters related to taxation. Tsawwassen Governance rights and authorities are addressed in the *Final Agreement*.

2.3 LMTAC Involvement in Tsawwassen Treaty Negotiations:

Further to the Memorandum of Understanding (MOU) signed in 1993 (and reaffirmed in 2003) between the Union of B.C. Municipalities (UBCM) and the Provincial Treaty Negotiations Office (TNO) on Local Government Participation in the Negotiation of Treaties and Other Agreements, LMTAC has participated as a full member of the Provincial negotiation team at Tsawwassen. LMTAC Table Representatives attend all negotiation meetings and provide the Province with ongoing advice and local government technical expertise. Through regular provincial delegations at LMTAC Executive and Board meetings, LMTAC members have had the opportunity to review and compare relevant versions of draft Final Agreement chapters, both in-camera and public, with LMTAC’s First Principles.

LMTAC is interested to participate throughout all stages of the BC Treaty Process, including stage 6 Implementation. Although details are to be determined, local government participation in the implementation phase is consistent with LMTAC First Principle 40: *Local Government Involvement During Implementation*.

3. ANALYSIS COMPONENTS

3.1 Components of the Comparative Analysis:

The chart, *Comparative Analysis of LMTAC interests with the Tsawwassen Final Agreement*, contains the following key components:

Heading - Tsawwassen Final Agreement Chapter				
Topic - within a particular chapter	Relevant Final Agreement Clause(s) - particular clause from the <i>Tsawwassen Final Agreement</i> specific to the topic	Related LMTAC First Principles and Interests - taken from the below listing of LMTAC background policy papers, briefing notes, and discussion papers.	Consistent with Interests - assessment of the consistency of the <i>Final Agreement</i> with local government interests. Please refer to section 3.2 (below) for specific criteria.	LMTAC Staff Comments - discussion of how the <i>TFN Final Agreement</i> clause compares to LMTAC interests. Also notes actions taken by LMTAC to address issue.

In determining related LMTAC interests, the following documents were referenced:

- **Key LMTAC Interest Paper**
 - *Considerations: A Guide to Lower Mainland Area Local Government Interests in Treaty Negotiations (Includes LMTAC First Principles)*, November 2005
- **LMTAC Background Policy Papers and Briefing Notes**
 - *Support for the BC Treaty Process - Background Briefing Note to New First Principle #42*, November 2005
 - *Servicing Interests and Treaty Negotiations - Background Briefing Note to LMTAC First Principle #35*, February 2005
 - *Agricultural Land Reserve & Treaty Negotiations; Background Briefing Note to LMTAC First Principle #19*, September 2004
 - *Fiscal Interests and Treaty Negotiations - Background Briefing Note to LMTAC First Principle #36*, September 2004
 - *Additions to Treaty Settlement Lands & Treaty Negotiations - Background Briefing Note to First Principle #12*, September 2004
 - *Background Discussion Paper to LMTAC First Principle #27- Rights of Representation*, March 2003
 - *Local Government and Urban Aboriginal Issues; Backgrounder to First Principle #32*, September 2002

- *Dispute Resolution and Land Use: Backgrounder to LMTAC First Principle #30, February 2002*
 - *Services, Service Agreements and Treaty Negotiations: Backgrounder to LMTAC First Principle #35, January 2002*
 - *Local Government Fisheries Backgrounder Paper to LMTAC First Principle #23, October 2001*
- **LMTAC Discussion Papers**
 - *Towards a Model Local Government Service Agreement with Lower Mainland First Nations, March 2006*
 - *Principles and Perspective on Regional Governance, LMTAC-GVRD, December 2000*
 - *Regional Governance and Governance in the Region: An LMTAC Discussion Paper (Draft #8), April 2003*
 - *LMTAC Workshop to Discuss First Nation Participation on Regional District Boards, October 2000*

3.2 Assessing the Status of Local Government Interests:

Consistent with Interests:

- | | |
|-----------------|--|
| Yes: | LMTAC interests met. |
| No: | LMTAC interests not met. |
| Not Applicable: | LMTAC has no specific policy interest pertaining to the clause; flagged as an area of general public interest. |

Topics that are deemed inconsistent with LMTAC interests are shaded for ease of reference throughout the chart.

4. DISCUSSION

The **attached Comparative Analysis** presents a table comparing clauses within the *Tsawwassen Final Agreement* with each of the respective LMTAC First Principles and interest statements. The topics have been selected based upon the expressed interests of LMTAC members during Board meeting discussions, workplan priorities, and those treaty topics deemed most likely to have an impact on the daily business of local government.

Of the 81 topics of interest identified, **71** were found to be consistent with LMTAC interests, **6** were found to be inconsistent. The remaining **4** topics were identified as “not applicable”, with staff comments provided for the general interest of LMTAC members. In some instances, where the detail on a particular topic’s relation to LMTAC interests were provided within a Final Agreement side-agreement, excerpts were included for ease of reference.

Topics found to be **inconsistent** with LMTAC interests include:

Tsawwassen Final Agreement Chapter	Topic
Lands Chapter (clauses 41- 43) <i>please refer to page 15 of the analysis chart</i>	Additions to Treaty Settlement Lands
Lands Chapter (clauses 32) <i>please refer to page 14 of the analysis chart</i>	Agricultural Land Reserve
Land Management Chapter (clause 5) <i>please refer to page 22 of the analysis chart</i>	Relationship of Laws
Fisheries Chapter (clauses 1, 23, Appendix J-2) <i>please refer to page 36 of the analysis chart</i>	Domestic Allocation
Fisheries Chapter (Tsawwassen First Nation Harvest Agreement clause 11) <i>please refer to page 40 of the analysis chart</i>	Commercial Allocation
Intergovernmental Relations and Services Chapter (clause 19) <i>please refer to page 66 of the analysis chart</i>	Land Use Planning Pre-Effective Date

Topics found to be **not applicable** to LMTAC interests, but related to the general interest of members include:

Tsawwassen Final Agreement Chapter	Topic
Lands Chapter (clause 35) <i>please refer to page 15 of the analysis chart</i>	Rights of Refusal
Environmental Management Chapter (clauses 4,7) <i>please refer to page 48 of the analysis chart</i>	Environmental Assessment
Governance Chapter (clauses 163-164) <i>please refer to page 60 of the analysis chart</i>	Tsawwassen Government Liability
Fisheries Chapter (clause 4) <i>please refer to page 37 of the analysis chart</i>	Trade and Barter

5. CONCLUSION

From the analysis undertaken in this report, there are few areas whereby the *Tsawwassen Final Agreement* contains provisions deemed to be inconsistent with LMTAC interests. In particular, the following 6 topics of interest (of the 81 identified) were deemed inconsistent with LMTAC's First Principles: Additions to Treaty Settlement Lands, Agricultural Land Reserve, Relationship of Laws regarding Land Management, Land Use Planning Pre-effective Date and both Domestic and Commercial Allocations for fisheries.

This comparative analysis of the *Tsawwassen Final Agreement* provides LMTAC with an opportunity to review the complete document in relation to LMTAC's First Principles and interest statements. If ratified, the *Tsawwassen Final Agreement* will be one of the first treaties to be concluded under the BC Treaty Process, and the first treaty to be reached in the highly urbanized Lower Mainland.

Consequently, this report may be used to determine the efficacy of LMTAC efforts to incorporate local government interests in the *Tsawwassen Final Agreement* and to assess methods of communicating local government interests at other Lower Mainland treaty tables. Comments reflected in the "LMTAC Comments" section of the comparative analysis chart are intended to provide useful contextual information for LMTAC members to consider during future policy discussions and should be viewed as a basis for discussion.

The *Comparative Analysis* was endorsed for broad public distribution by the LMTAC Board at its meeting on January 31, 2007.

6. ATTACHMENT – Comparative Analysis of LMTAC Interests with the Tsawwassen Final Agreement

INDEX

PREAMBLE	1
Constitutional Recognition of Aboriginal and Treaty Rights and Title	1
Self-government Rights	1
BC Treaty Process	1
Heritage and Shared Values	2
GENERAL PROVISIONS	2
Nature of Agreement	2
Constitution of Canada	3
Certainty	4
Relationship of Laws	6
Other Rights, Benefits, and Programs	7
Other Aboriginal People (Overlaps)	8
TRANSITION	9
Transition from <i>Indian Act</i>	9
LANDS	10
Tsawwassen Lands (Ownership and Tenure)	10
Interests on Tsawwassen Lands	11
Other Tsawwassen Lands	13
Tsawwassen Water Lots (submerged lands)	14
Agricultural Land Reserve	14
Rights of Refusal	15
Additions to or Removal From Tsawwassen Lands (Loss of Municipal Tax Base & Jurisdictional Complexities)	15
Accreted Lands	18
LAND TITLE	19
Registration with Land Titles Office	19
LAND MANAGEMENT	19
Power to Make Laws	19
Agriculture	22
Environmental Management	23
Public Participation in Land Use Planning	23

ACCESS	24
Tsawwassen Roads	24
Crown Corridors	25
Dikes and Flood Protection	26
Access to Tsawwassen Lands	27
Navigable Waters	28
Emergencies and Natural Disasters	28
FOREST RESOURCES	29
Power to Make Laws	29
Economic Opportunity	30
FISHERIES	30
Conservation, Preservation and Environmental Protection	30
Socio- Economic Impacts	31
Coastal and Basin-Wide Management	34
Domestic Allocation	36
Trade and Barter	37
Management of the Commercial Fishery	37
Commercial Allocations	40
WILDLIFE	40
General – Tsawwassen rights to harvest wildlife	40
MIGRATORY BIRDS	41
General – Tsawwassen rights to harvest migratory birds	41
Conservation Measures	42
NATIONAL PARKS AND NATIONAL MARINE CONSERVATION AREAS	43
Tsawwassen First Nation Right to Harvest Renewable Resources	43
Conservation	43
PROVINCIAL PARKS AND GATHERING	44
Heritage and Preservation	44
Gathering Plants – Burns Bog	45
Planning & Co-operative Management	46
CULTURE AND HERITAGE	46
General	46
Beach Gove Parcels	46
ENVIRONMENTAL MANAGEMENT	47
Power to Make Laws	47
Environmental Protection	47
Environmental Assessment	48

Environmental Emergencies	49
GOVERNANCE	52
Tsawwassen First Nation Self-Government	52
Legal Status and Capacity	53
Tsawwassen Constitution	53
Appeal and Review of Administrative Decisions	55
Participation of Non-Members	56
Delegation	57
Tsawwassen First Nation Law-Making Authorities	58
Tsawwassen First Nation and Tsawwassen Government Liability	60
INTERGOVERNMENTAL RELATIONS & SERVICES	61
Tsawwassen First Nation Membership in the Greater Vancouver Regional District	61
Services and Authorities	64
Land Use Planning (Pre-Effective Date)	66
Land Use Planning (Post-Effective Date)	67
Provision of Water	68
Dispute Resolution	69
CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT	70
Cash Settlements / Economic Development Economic Development	70
FISCAL RELATIONS	71
Tripartite Funding Arrangements	71
Fiscal Finance Agreement (outside treaty)	71
Own Source Revenue	73
TAXATION	74
Direct Taxation	74
Taxation Powers Agreements – as provided by the RPCTA	74
Property Tax Regulations	75
Provincial Taxing Authorities	75
Non-Member Representation (non-discriminatory taxation)	76
Tsawwassen First Nation Government Tax Exemptions	77
Indian Act Tax Exemption and Transitional Exemption	77
AMMENDMENT	78
General	78
IMPLEMENTATION	78
Implementation Committee	78

Attachment - Comparative Analysis of LMTAC Interests with the Tsawwassen Final Agreement

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
PREAMBLE				
Constitutional Recognition of Aboriginal and Treaty Rights And Title	Clause C: The <i>Constitution Act, 1982</i> 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;	FP#3: Treaties should uphold the principles of the <i>Canadian Constitution</i> and the <i>Canadian Charter of Rights and Freedoms</i> .	Yes	Comments: Acknowledging Constitutional recognition of aboriginal and treaty rights and title is consistent with LMTAC policy
Self-government Rights	Clause D: Tsawwassen First Nation asserts that it has an inherent right to self-government, and the Government of Canada has negotiated self-government in this Agreement based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the <i>Constitution Act, 1982</i> ;	Interest 4.1 General: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal Indian Act and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of aboriginal peoples in Canada.	Yes	Comments: Following implementation of the treaty, Tsawwassen will become a self governing First Nation and a new government to government relationship will emerge between Tsawwassen, Canada and BC. When the Agreement in Principle was signed, it was not resolved if Tsawwassen governance authorities would be delegated in a separate side agreement, as proposed by BC, or would be included in the treaty as an inherent aboriginal right, as proposed by Canada. The Final Agreement contains all governance authorities, as a Governance Side-Agreement was not pursued.
BC Treaty Process	Clause H: Tsawwassen First Nation's existing aboriginal rights are recognized and affirmed by the <i>Constitution Act, 1982</i> , and the Parties have negotiated this Agreement under the British Columbia Treaty Commission process to provide certainty in respect of those rights and to allow them to continue and to have the effect and be exercised as set out in this Agreement.	FP#42: LMTAC supports the tripartite B.C. Treaty Process and does not support bilateral or unilateral actions on the part of senior governments.	Yes	Final Agreement is consistent with LMTAC Interests.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Heritage and Shared Values	<p>Clause J: Canada and British Columbia acknowledge the aspiration of Tsawwassen First Nation to preserve, promote and develop the culture, heritage, language and economy of Tsawwassen First Nation;</p> <p>Clause K: Canada and British Columbia acknowledge the aspiration of Tsawwassen First Nation and Tsawwassen people to participate more fully in the economic, political, cultural and social life of British Columbia in a way that preserves and enhances the collective identity of Tsawwassen people as Tsawwassen First Nation, and to evolve and flourish in the future as a self-sufficient and sustainable community;</p>	<p>FP#4: Treaty settlements must respect the values, heritage, culture and traditions of aboriginal and non-aboriginal peoples.</p> <p>Interest 4.1.1 Shared Values:</p> <ul style="list-style-type: none"> ▪ The equality of all Canadians is a commonly held value. Regardless of age, gender, race, place of origin or residency, it is commonly held that all Canadians should be afforded equal rights, privileges, and opportunities. Treaties should seek to uphold these values while recognizing the unique social, cultural and constitutional place of First Nations in Canada. ▪ Negotiated settlements should assist all citizens in British Columbia to live in harmony by understanding and respecting each other's values, race, heritage, culture and traditions. ▪ Treaties should facilitate understanding and respect between aboriginal and non-aboriginal communities with the goal of creating inclusive and accessible communities for all. 	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p>
GENERAL PROVISIONS				
<p>Nature of Agreement (Local government involvement in the treaty process)</p>	<p>Clause 1: This Agreement is a treaty and a land claims agreement within the meaning of sections 25 and 35 of the <i>Constitution Act, 1982</i>.</p>	<p>FP#2: Local government shall be recognized in the treaty process as an independent, responsible, accountable and equal order of government, with interests distinct from those of other orders of government.</p> <p>FP#42: LMTAC supports the tripartite B.C. Treaty Process and does not support bilateral or unilateral actions on the part of senior governments.</p> <p><i>Background Briefing Note to LMTAC First Principle 42 – Support for the BC Treaty Process, November 2005</i></p>	<p>Yes</p>	<p>Comments: The Tsawwassen Final Agreement was negotiated under the tripartite BC Treaty Process. Local government participated in negotiations as a full member of the provincial negotiating team. Through this arrangement, local government interests were represented at the treaty table by the elected LMTAC treaty table representative.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Constitution of Canada</p>	<p>Clause 8: This Agreement does not alter the Constitution of Canada, including:</p> <ul style="list-style-type: none"> a. the distribution of powers between Canada and British Columbia; b. the identity of Tsawwassen people as aboriginal people of Canada within the meaning of the Constitution Act, 1982; or c. sections 25 and 35 of the <i>Constitution Act, 1982</i>. <p>Clause 9: The <i>Canadian Charter of Rights and Freedoms</i> applies to Tsawwassen Government in respect of all matters within its authority.</p> <p>Clause 10: There are no “Lands reserved for the Indians” within the meaning of the <i>Constitution Act, 1867</i> for Tsawwassen First Nation, and there are no “reserves” as defined in the <i>Indian Act</i> for Tsawwassen First Nation, and, for greater certainty, Tsawwassen Lands and Other Tsawwassen Lands are not “Lands reserved for the Indians” within the meaning of the <i>Constitution Act, 1867</i>, and are not “reserves” as defined in the <i>Indian Act</i>.</p>	<p>FP#3: Treaties should uphold the principles of the <i>Canadian Constitution</i> and the <i>Canadian Charter of Rights and Freedoms</i>.</p> <p>Interest 4.1 General: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of aboriginal peoples in Canada.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p> <p>Comment: Clause 10 that states that there are no “Lands reserved for the Indians” contributes to the deconstruction of the <i>Indian Act</i>.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Certainty</p> <p>Full & Final Settlement</p> <p>Section 35 Rights of TFN,</p> <p>Modification,</p>	<p>Clause 11: This Agreement constitutes the full and final settlement in respect of the aboriginal rights, including aboriginal title, in Canada of Tsawwassen First Nation.</p> <p>Clause 12: This Agreement exhaustively sets out the Section 35 Rights of Tsawwassen First Nation, their attributes, the geographic extent of those rights, and the limitations to those rights to which the Parties have agreed, and those rights are:</p> <ul style="list-style-type: none"> a. the aboriginal rights, including aboriginal title, modified as a result of this Agreement, in Canada, of Tsawwassen First Nation in and to Tsawwassen Lands and other lands and resources in Canada; b. the jurisdictions, authorities and rights of Tsawwassen Government; and c. the other Section 35 Rights of Tsawwassen First Nation. <p>Clause 13: Despite the common law, as a result of this Agreement and the Settlement Legislation, the aboriginal rights, including the aboriginal title, of Tsawwassen First Nation, as they existed anywhere in Canada before the</p>	<p>FP#7: Local governments strongly support the need for final treaty settlements to provide certainty with respect to aboriginal rights and title.</p> <p>Interest 4.2.1 Certainty: For local governments, “certainty” means a desire to settle all First Nation claims without constantly seeking remedies through the courts.</p>	<p>Yes</p>	<p>Comments: By stating that this agreement exhaustively sets out all the rights, jurisdiction, and extent of aboriginal title, of TFN, Clause 12 adds greater certainty to the full and final settlement of Tsawwassen’s aboriginal rights.</p> <p>Comments: Clause 13 sets out the process through which the undefined aboriginal rights and title of Tsawwassen are modified into defined treaty rights.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Nation set out in this Agreement.</p> <p>Clause 16: Tsawwassen First Nation releases Canada, British Columbia and all other Persons from all claims, demands, actions, or proceedings, of whatever kind, whether known or unknown, that Tsawwassen First Nation ever had, now has or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any aboriginal right, including aboriginal title, in Canada of Tsawwassen First Nation.</p>			<p>Comments: Clause 16 furthers the principle of greater certainty and the resolution of aboriginal rights and title through negotiation, not litigation.</p>
<p>Relationship of Laws</p>	<p>Clause 19: Federal Law, Provincial Law and Tsawwassen Law applies to Tsawwassen First Nation, Tsawwassen Members, Tsawwassen Lands, Tsawwassen Government, Tsawwassen Public Institutions and Tsawwassen Corporations.</p> <p>Clause 22: For greater certainty, the powers of Tsawwassen Government to make laws, set out in this Agreement, do not include the power to make laws in respect of criminal law, criminal procedure, Intellectual Property, the official languages of</p>	<p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p> <p>FP#25: Canadian Criminal Law should continue to apply as well as existing precedents set out in Civil Law in British Columbia.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Canada, aeronautics, navigation and shipping, or labour relations and working conditions.</p> <p>Clause 23: Despite any other rule of priority in this Agreement, a Federal Law in relation to peace, order and good government, criminal law, human rights, the protection of the health and safety of all Canadians, or other matters of overriding national importance, prevails to the extent of a Conflict with a Tsawwassen Law.</p>			
<p>Other Rights, Benefits, and Programs</p>	<p>Clause 35: Tsawwassen Members who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits of other Canadian citizens or permanent residents of Canada applicable to them from time to time.</p> <p>Clause 39: Subject to the Transition chapter and clause 16 of the Taxation chapter, the <i>Indian Act</i> has no application to Tsawwassen First Nation, Tsawwassen Members, Tsawwassen Government, or Tsawwassen Public Institutions, except for the purpose of determining whether an individual is an “Indian” within the meaning of the <i>Indian Act</i>.</p>	<p>FP#3: Treaties should uphold the principles of the <i>Canadian Constitution</i> and the <i>Canadian Charter of Rights and Freedoms</i>.</p> <p>Interest 4.1 General: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of aboriginal peoples in Canada.</p> <p>Interest 4.1.1 Shared Values: The equality of all Canadians is a commonly held value. Regardless of age, gender, race, place of origin or residency, it is commonly held that all Canadians should be afforded equal rights, privileges, and opportunities. Treaties should seek to uphold these values while recognizing the unique social, cultural and constitutional place of First Nations in Canada.</p>	<p>Yes</p>	<p>Comments: Regardless of heritage, all Canadians citizens should be afforded the same rights and benefits.</p> <p>The <i>Fiscal Finance Agreement</i> under the Fiscal Relations chapter addresses the matter of agreed-upon programs and services to Tsawwassen Members and Non-Member residents on Treaty Settlement Lands.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Other Aboriginal People (Overlaps)</p>	<p>Clause 47: Nothing in this Agreement affects, recognizes or provides any rights under section 35 of the <i>Constitution Act, 1982</i> for any aboriginal people other than Tsawwassen First Nation.</p> <p>Clause 48: If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that any aboriginal people, other than Tsawwassen First Nation, have rights under section 35 of the Constitution Act, 1982 that are adversely affected by a provision of this Agreement:</p> <ol style="list-style-type: none"> a. the provision will operate and have effect to the extent that it does not adversely affect those rights; and b. if the provision cannot operate and have effect in a way that it does not adversely affect those rights, the Parties will make best efforts to amend this Agreement to remedy or replace the provision. <p>Clause 49: If Canada or British Columbia enters into a treaty or a land claims agreement within the meaning of sections 25 and 35 of the <i>Constitution Act, 1982</i> with any other aboriginal people and that treaty or land</p>	<p>FP#6: Final Agreements shall not be completed until all conflicting land, water and resource issues (of those aboriginal peoples who qualify under the BC Treaty Process) have been resolved. Final Agreements shall include the details of the overlap/shared territory resolution agreement.</p> <p>FP#7: Local governments strongly support the need for final treaty settlements to provide certainty with respect to aboriginal rights and title.</p> <p>Interest 4.2.1 Certainty:</p> <ul style="list-style-type: none"> ▪ Consistent with the recommendations of the BC Claims Task Force Report (1991), Lower Mainland area local governments strongly support the recommendation that First Nations resolve issues related to overlapping traditional territories amongst themselves. ▪ Stage 4 Agreements-in-Principle should not be signed until overlap/shared territory issues are resolved. Early resolution would serve to eliminate uncertainties related to land selection and streamline the negotiation process. 	<p>Yes</p>	<p>Comments: Clause 47 is intended to address shared territories. The BC Treaty Commission, BC, and Canada will not support a treaty unless overlaps have been resolved. They have also stated that the resolution of overlaps is a responsibility of the treaty First Nation. As the resolution of overlaps in a process internal to the First Nation, details of the resolution are not made public.</p> <p>LMTAC has been informed that 56 individual First Nation bands have identified overlap/shared territory issues with the Tsawwassen First Nation, including the Sencot'en Alliance (a society of the Tsawout, Tsartlip, Pauquachin, and Semiahmoo First Nations), which on December 8th, 2006 announced its opposition to the initialled Tsawwassen Final Agreement as it may infringe directly on their Aboriginal Rights and Title, particularly those of the Semiahmoo, as well as Douglas Treaty Rights. From a risk management perspective it can be reasonably determined that Canada and BC would not be prepared to ratify the Tsawwassen Final Agreement a treaty if they were not satisfied that overlaps have been satisfactorily resolved.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>claims agreement adversely affects the Section 35 Rights of Tsawwassen First Nation as set out in this Agreement:</p> <ul style="list-style-type: none"> a. Canada or British Columbia, as the case may be, will provide Tsawwassen First Nation with additional or replacement rights or other appropriate remedies; b. at the request of Tsawwassen First Nation, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies; and c. if the Parties are unable to reach agreement on the provision of the additional or replacement rights or other appropriate remedies, the provision of those additional or replacement rights or remedies will be resolved in accordance with the Dispute Resolution chapter. 			
TRANSITION				
Transition from <i>Indian Act</i>	Clause 9: Subject to clauses 96, 97 and 98 of the Lands chapter, on the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities, of the Tsawwassen First Nation band under the <i>Indian Act</i> , vest in Tsawwassen First Nation, and the	Interest 4.1 General: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of aboriginal peoples in Canada	Yes	Final Agreement is consistent with LMTAC Interests. Clauses 96, 97, and 98 of the Lands Chapter pertain to the status of mines and minerals under English Bluff.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	Tsawwassen First Nation band under the <i>Indian Act</i> ceases to exist.			
--	---	--	--	--

LANDS

<p>Tsawwassen Lands (Ownership and Tenure)</p>	<p>Clause 1: On the Effective Date, Tsawwassen Lands consist of those lands set out in Appendix C-4 including, subject to clause 96, the Former Tsawwassen Reserve and all Subsurface Resources on or beneath the surface of Tsawwassen Lands.</p> <p>Clause 2: On the Effective Date, subject to clauses 10 and 11, on the Effective Date Tsawwassen First Nation owns Tsawwassen Lands in fees simple, being the largest estate known in law. That estate of Tsawwassen First Nation is not subject to any condition, proviso, restriction, exception, or reservation set out in the <i>Land Act</i>, or any comparable limitation under Federal or Provincial Law. No estate or interest in Tsawwassen Lands may be expropriated except as permitted by, and under, this Agreement.</p> <p>Clause 9: On the Effective Date, Tsawwassen Lands and Tsawwassen Water Lots are not within the boundaries of the Corporation of Delta.</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>Interest 4.2.3 Land Selection:</p> <ul style="list-style-type: none"> ▪ Lands selected for treaty settlement should be integrated into one larger land base, not dispersed in an archipelago across the region. An integrated land base helps to realize economies of scale and rationalize hard and soft service delivery. ▪ Valuation processes used during treaty land selection should include the potential for future earning and the value of urban airspace, where appropriate. <p>Interest 4.2.2: Land Inventories:</p> <ul style="list-style-type: none"> • Senior governments should respect local government land inventories indicating lands not subject to treaty negotiations or available for land selection. • Senior governments should assist local governments in the development of land inventories indicating specific Federal and Provincial properties, Crown lands, and other lands within local government boundaries. Values must be attributed to each property using current BC Assessment Authority data. <p>Interest 4.5 Fiscal: Any fiscal impacts on local government resulting from treaty settlements should be determined as early as possible in the treaty</p>	<p>Yes</p>	<p>Comments: Tsawwassen Lands consist of 724 hectares of fee-simple lands including the Former Tsawwassen Reserve (290 hectares). approx. 372 hectares of provincial Crown land, and 62 hectares of fees simple lands.</p> <p>NOTE: Subsurface Resources At the time of AIP, the inclusion of the ownership of subsurface resources as Tsawwassen Lands was inconsistent with former First Principle #13. LMTAC’s First Principles were subsequently revised and no longer stipulates that TSL should not include ownership of subsurface rights; in recognition that there are a few municipalities that own subsurface rights (i.e. Maple Ridge has some rights for gravel). However, local governments are interested to have parity between local and First Nation government powers and are interested to be provided with the same level of opportunity to own subsurface resources.</p> <p>The Final Agreement Lands chapter contains a section with respect to the management and administration of subsurface resources that includes:</p> <p>[excerpt provisions from Lands Chapter]</p> <p>Clause 22: As owners of the Subsurface Resources on or under Tsawwassen Lands, and where Tsawwassen First Nation owns Subsurface Resources on or under Other Tsawwassen Lands in accordance with clause 20, Tsawwassen First Nation may set fees, rents, royalties or charges other than taxes, related to the exploration, development, extraction or production of</p>
--	---	--	-------------------	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
		<p>process.</p> <p>Interest 4.5.3 Taxation and Local Government Tax Base:</p> <ul style="list-style-type: none"> • Local governments are primarily concerned about the potential impacts treaties may have on: <ul style="list-style-type: none"> • property tax revenue; • grants-in-lieu of property taxes; • intergovernmental taxation; and • access of new tax sources. • Local governments should be compensated for the loss of any tax revenues. • All parties to treaty negotiations must recognize and respect the strict budgetary process designated by the Provincial <i>Local Government Act</i> and <i>Community Charter</i> requiring local governments to balance their budgets. Ensuring financial stability is critical to the continued ability of local governments to provide the services expected by their residents at a reasonable cost. 		<p>Subsurface Resources.</p> <p>Clause 23: Clause 22 does not limit BC from determining, collecting and receiving administrative fees, charges or other payments, relating to the exploration, development, extraction or production of Subsurface Resources from Tsawwassen Lands or Other Tsawwassen Lands, as applicable.</p> <p>Clause 52: On the Effective Date:</p> <ol style="list-style-type: none"> a. the Highway 17 Corridor is not part of Tsawwassen Lands; b. British Columbia owns the Highway 17 Corridor except for Subsurface Resources which are owned by Tsawwassen First Nation; c. British Columbia owns the Highway 17 Corridor for use for provincial public highway purposes, subject to existing works of Public Utility set out in Appendix Q-2; and d. Tsawwassen First Nation may use the Subsurface Resources if that use is consistent with the use of the Highway 17 Corridor for provincial public highway purposes and works of Public Utility. <p>NOTE: Clauses 96-98 of the Lands Chapter clarify that the mines and minerals under English Bluff are not included in Tsawwassen Lands. Tsawwassen First Nation was provided with \$2 million from Canada to release all of its rights and interests in those mines and minerals.</p>
Interests on Tsawwassen Lands	Clause 10: On the Effective Date, the title of Tsawwassen First Nation to Tsawwassen Lands is free and clear of all	FP#11: Privately-owned fee simple lands, Crown Corporation lands, and local government owned lands and assets, including those acquired through a local government process, must not be available for	Yes	Comments: The protection of existing interests was a principle agreed upon at AIP and upheld. Parties established a Land Information Technical

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>interests except:</p> <p>a. any applicable interests referred to in Appendices D-1 and D-2, until such time as the Tsawwassen Fee Simple Interests are Disposed of under clause 11; and</p> <p>b. any applicable interests referred to in Appendices D-3, D-4, D-5, D-6 and D-7.</p> <p>Clause 11: On the Effective Date, Tsawwassen First Nation will Dispose of, to each individual identified in Appendix D-1, a Tsawwassen Fee Simple Interest, free and clear of all interests except any applicable interests referred to in Appendices D-2 and D-3. For greater certainty, any Tsawwassen Law made under clause 1 of the Land Management chapter applies in respect of Tsawwassen Lands including Tsawwassen Fee Simple Interests.</p> <p>Clause 12: Where, on the Effective Date, Tsawwassen First Nation grants or Disposes of an interest or issues a replacement interest, Tsawwassen First Nation will execute documents in respect of that interest, in accordance with clauses 13 and 14.</p>	<p>land selection. Lands and assets include, but are not limited to: local government facilities, rights-of-way, lands leased from other governments, roads, Crown lands subject to a local government license/tenure, municipal and regional parks, conservation and protected areas, greenbelts, school board lands, and local government commercial operations (i.e. forest lands, park concessions).</p> <p>FP#20: Local Government leases and licenses (including, but not limited to, park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreements, as well as any provision for their renewal, must be respected and preserved.</p> <p>Interest 4.2.2: Land Inventories:</p> <ul style="list-style-type: none"> • Senior governments should respect local government land inventories indicating lands not subject to treaty negotiations or available for land selection. • Senior governments should assist local governments in the development of land inventories indicating specific Federal and Provincial properties, Crown lands, and other lands within local government boundaries. Values must be attributed to each property using current BC Assessment Authority data. <p>Interest 4.2.3 Land Selection:</p> <ul style="list-style-type: none"> ▪ Lands selected for treaty settlement should be integrated into one larger land base, not dispersed in an archipelago across the region. An integrated land base helps to realize economies of scale and rationalize hard and soft service delivery. ▪ Valuation processes used during treaty land 		<p>Working Group (LITWG) to identify and address existing interests including those of the Corporation of Delta, GVRD, leaseholders and public utilities.</p> <p>Local government interests in existing ROWs are protected.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Other Tsawwassen Lands</p>	<p>Clause 18: Other Tsawwassen Lands consist of:</p> <p>a. on the Effective Date, the Boundary Bay Parcels and the Fraser River Parcels, both as set out in Appendix E-2; and</p> <p>b. after the Effective Date, other lands that Tsawwassen First Nation acquires in fee simple that are not Tsawwassen Lands.</p> <p>Clause 19: On the Effective Date, Tsawwassen First Nation owns Other Tsawwassen Lands set out in Appendix E-2 in fee simple, subject to the conditions, provisos, restrictions, exceptions and reservations set out in the <i>Land Act</i> and subject to the interests set out in Appendix E-3.</p> <p>Clause 20: If after the Effective Date, Tsawwassen First Nation acquired land for which the estate in fee simple includes ownership of Subsurface Resources, Tsawwassen First Nation will own the Subsurface Resources on those Other Tsawwassen Lands.</p> <p>Clause 21: Tsawwassen First Nation does not have the power</p>	<p>selection should include the potential for future earning and the value of urban airspace, where appropriate.</p> <p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>Interest 4.2.3 Land Selection:</p> <ul style="list-style-type: none"> ▪ Lands selected for treaty settlement should be integrated into one larger land base, not dispersed in an archipelago across the region. An integrated land base helps to realize economies of scale and rationalize hard and soft service delivery. ▪ Valuation processes used during treaty land selection should include the potential for future earning and the value of urban airspace, where appropriate. 	<p>Yes</p>	<p>Comment: Tsawwassen First Nation will own Other Tsawwassen Lands in fee-simple but will not have jurisdiction over these lands.</p> <p>Clarification is required from the Province on whether Tsawwassen First Nation may acquire jurisdiction over the “Other Tsawwassen Lands” identified as the Fraser River Parcels. Local governments understood that Tsawwassen First Nation would own “Other Tsawwassen Lands” in fee-simple; however these lands would remain under municipal jurisdiction post-treaty. Uncertainty arises in the Final Agreement as the Fraser River Parcels are also identified among “Specified Lands” (see Chart page 15) that may be added to Tsawwassen Treaty Settlement Lands post-Effective Date at the request of Tsawwassen; thereby changing the jurisdiction.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	to make laws in respect of Other Tsawwassen Lands unless otherwise provided in this Agreement.			
Tsawwassen Water Lots (submerged lands)	Clause 26: On the Effective Date, British Columbia will issue to Tsawwassen First Nation, in the form set out in Appendix F-2, water lot leases in respect of the Tsawwassen Water Lots.	Interest 4.2.4 Treaty Settlement Lands: Treaties should establish a process for dealing with claims by a First Nation to foreshore lands, particularly those lands that are accreted over time (e.g. river frontages)	Yes	Comments: As agreed to at the time of AIP, submerged lands are those fronting Tsawwassen Lands and the Fraser River parcels. The Province has indicated that there will be no tax base loss to the Corporation of Delta.
Agricultural Land Reserve	Clause 31: On the Effective Date, the Tsawwassen Lands set out in Appendix G-2 and Other Tsawwassen Lands retain the designation as an agricultural land reserve under the <i>Agricultural Land Commission Act</i> . Clause 32: On the Effective Date, the Tsawwassen Lands set out in Appendix G-3 are excluded from the designation as an agricultural land reserve under the <i>Agricultural Land Commission Act</i> . For greater certainty, on the Effective Date, the Former Tsawwassen Reserve is not included in the designation as an agriculture land reserve under the <i>Agricultural Land Commission</i>	FP#19: Local government strongly supports the preservation of viable agricultural land. Treaty Settlement Land (TSL) designated as ALR must remain subject to the jurisdiction of the ALC. Any removal of land from the ALR must follow the same procedures as for any other applicant. <i>Agricultural Land Reserve and Treaty Negotiations; Background Briefing Note to LMTAC First Principle # 19, Sept 2004.</i>	No	Concerns: LMTAC is interested to ensure that processes related to the exclusion of lands from the ALR are the same for First Nation and Local Government applicants. As such, the Agricultural Land Commission should retain jurisdiction as an independent agency, responsible for making any decisions regarding the removal of ALR designation using its own policies and procedures. According to Clause 32, ALR exclusions will be provided by Provincial Settlement Legislation. Furthermore, removal of the ALR designation would have the effect of increasing the land value and therefore, increasing the overall value of the Tsawwassen Final Agreement and raising expectations for future treaty settlements with other urban First Nations.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p><i>Act.</i></p> <p>Clause 33: Clause 31 does not result in a permanent designation of Tsawwassen Lands or Other Tsawwassen Lands as agricultural land reserve. After the Effective Date, the Agricultural Land Commission may remove that designation in accordance with the <i>Agricultural Land Commission Act</i>.</p>			
Rights of Refusal	<p>Clause 35: Tsawwassen First Nation has the rights of refusal to purchase, on the terms and conditions set out in Appendix H-3, the Rights of Refusal Lands, which include Category B Lands within the meaning of the 1998 Roberts Bank Protocol Agreement between Tsawwassen First Nation and BC.</p>	No Related First Principle.	N/A	<p>The Corporation of Delta expressed a community interest to ensure that the interests of current Category B Brunswick Point farming families were upheld as per a commitment by the Province to transfer back the expropriated lands.</p> <p>Category B residents are to be provided with a first right of refusal to purchase the lands. Tsawwassen is provided with a second right of refusal. Category B lands have been identified as post-treaty additions to Treaty Settlement Lands and included among the “Specified Lands” in Clause 41 of the Lands Chapter.</p> <p>Tsawwassen First Nation’s right of refusal has been granted for an 80 year period following the Effective Date.</p>
<p>Additions to or Removal From Tsawwassen Lands</p> <p>(Loss of Municipal Tax Base & Jurisdictional Complexities)</p>	<p>Clause 36: Tsawwassen First Nation may add lands that it owns in fee simple to Tsawwassen Lands, in accordance with clauses 37 through 49, no more often than once every five years.</p> <p>Clause 41: Specified Lands include Category B lands</p>	<p>FP#12: Lands to be added <i>after</i> the treaty is signed must remain subject to local government jurisdiction and taxation unless otherwise agreed to by local governments through a community consultation process.</p> <p>Interest 4.1.2 Consistency: While treaties will be adapted to the specific needs of differing Aboriginal communities, key elements of the agreements – such as taxation, applicability of laws, land use planning</p>	No	<p>NOTE: Specified Lands include: the Rights of Refusal Lands set out in Appendix H-2; the Fraser River Parcels set out in Part 1 of Appendix E-2; and 9 land parcels identified in Appendix 1-2.</p> <p>Concerns: The ‘Specified Lands’ approach pursued at Tsawwassen is unique from other agreements around the Province. At the time of Agreement-in-Principle, Parties agreed to place a conditional requirement on</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>within the meaning of the 1998 Roberts Bank Protocol Agreement between Tsawwassen First Nation and British Columbia.</p> <p>Clause 42: If, within 50 years after the Effective Date, Tsawwassen First Nation owns any parcel of Specified Lands in fee simple, that parcel of Specified Lands will become Tsawwassen Lands after completion of the process set out in clauses 43 and 44.</p> <p>Clause 43: Before the addition of any parcel of Specified Lands to Tsawwassen Lands, Tsawwassen First Nation will:</p> <ol style="list-style-type: none"> a. hold discussions with any resident of, or interest holder in, the parcel of Specified Lands and with the Corporation of Delta; b. address the provision of any service provided by any municipality to a parcel of Specified Lands and any tax revenue matter related to such service; c. consider whether a road that is adjacent to a parcel of Specified Lands should be a Local Road or a Local Boundary Road; d. consider the compatibility of any land use plan of Tsawwassen First Nation with any municipal or 	<p>requirements, and environmental regulations – should be consistent across all negotiations in the Province.</p> <p>Interest 4.2.1 Certainty: For local governments, “certainty” means a desire to settle all First Nation claims without constantly seeking remedies through the courts.</p> <p>Interest 4.2.2: Land Inventories:</p> <ul style="list-style-type: none"> • Senior governments should respect local government land inventories indicating lands not subject to treaty negotiations or available for land selection. • Senior governments should assist local governments in the development of land inventories indicating specific Federal and Provincial properties, Crown lands, and other lands within local government boundaries. Values must be attributed to each property using current BC Assessment Authority data. <p>Interest 4.2.3 Land Selection:</p> <ul style="list-style-type: none"> ▪ Lands selected for treaty settlement should be integrated into one larger land base, not dispersed in an archipelago across the region. An integrated land base helps to realize economies of scale and rationalize hard and soft service delivery. ▪ Valuation processes used during treaty land selection should include the potential for future earning and the value of urban airspace, where appropriate. • Local government-owned lands should not be included in treaty settlements and not be made available for land selection. Such lands include, but are not limited to, lands leased or licensed 		<p>local government consent (i.e. consent could not be unreasonably withheld) to add lands pre-identified for additions to Tsawwassen Treaty Settlement Lands within the first 50 years post Effective Date.</p> <p>Parties sought consent of the municipality (the Corporation of Delta) during Final Agreement negotiations and, despite the expressed disagreement of the Corporation of Delta, Parties agreed to pursue the Specified Lands approach. The Final Agreement clause 43 notes that before the addition of any parcel of Specified Lands, Tsawwassen First Nation will have to provide reasonable notice to the Corporation of Delta and GVRD that matters related to discussions with impacted residents and interest holders, service provision and taxation, road designation and compatibility of land use plans have been addressed. Please note that following 50 years, municipal consent will be required for any other lands proposed by Tsawwassen (clause 45).</p> <p>Clarification is required from the Province on whether Tsawwassen First Nation may acquire jurisdiction over the “Other Tsawwassen Lands” identified as the Fraser River Parcels. Local governments understood that Tsawwassen First Nation would own “Other Tsawwassen Lands” in fee-simple; however these lands would remain under municipal jurisdiction post-treaty. Uncertainty arises in the Final Agreement as the Fraser River Parcels are also identified among “Specified Lands” (see Chart page 15) that may be added to Tsawwassen Treaty Settlement Lands post-Effective Date at the request of Tsawwassen; thereby changing the jurisdiction.</p> <p>Allowing for changes to municipal boundaries without requiring municipal consent creates a</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>e. regional land use or transportation plan applying to that parcel of Specified Lands; and provide reasonable notice to Canada, British Columbia, the Greater Vancouver Regional District and the Corporation of Delta with respect to the addition of the parcel of Specified Lands and Tsawwassen First Nation will confirm in the notice that it has dealt with the matters set out in subclauses 43.a through 43.d.</p> <p>Clause 45: After the 50-year period referred to in clause 42, British Columbia will consider a request by Tsawwassen First Nation to add land, including any parcel of the Specified Lands, to Tsawwassen Lands if:</p> <p>a Tsawwassen First Nation owns the land in fee simple;</p> <p>b the land is within Tsawwassen Territory; and</p> <p>c the land is:</p> <p>i. municipal boundaries and a change in jurisdiction to that land will not unreasonably restrict the</p>	<p>to/by a local government, fee-simple lands and encumbered Crown lands subject to local government tenures/licenses, and park land dedicated through subdivision.</p> <ul style="list-style-type: none"> Should ownership of these lands not be respected, local governments should be compensated for the future value potential of those lands. <p>Local Government Assets</p> <ul style="list-style-type: none"> Local governments wish to continue to own, operate and/or manage their assets Should ownership of their assets not be respected, local governments should be compensated for the future value potential of those assets. <p>Interest 4.2.4 Treaty Settlement Lands: Lands added to TSL on a willing seller/buyer basis should be treated like all other fee-simple private land holdings.</p> <p>Interest 4.5.3 Taxation and Local Government Tax Base:</p> <ul style="list-style-type: none"> Local governments are primarily concerned about the potential impacts treaties may have on: <ul style="list-style-type: none"> property tax revenue; grants-in-lieu of property taxes; intergovernmental taxation; and access of new tax sources. Local governments should be compensated for the loss of any tax revenues. All parties to treaty negotiations must recognize and respect the strict budgetary process designated by the Provincial <i>Local Government Act</i> and <i>Community Charter</i> requiring local 		<p>climate of uncertainty, and the identification of potential land parcels for additions to TSL may distort the marketplace.</p> <p>Comments: Since the concept was proposed at the time of AIP, LMTAC has reiterated that it cannot endorse the ‘Specified Lands’ approach and that it must not be replicated elsewhere in the Province or Lower Mainland. Furthermore, following direct consultation between the Province and the Corporation of Delta, the Corporation of Delta stated that it does not endorse the ‘Specified Lands’ approach and outlines several concerns that must be considered by the Parties before any decisions are made.</p> <p>Additionally, the Union of BC Municipalities has voiced its opposition to the TFN ‘Specified Lands’ approach.</p> <p>The Federal (clause 47) and Provincial (clauses 45-46) governments have outlined the following criteria with which to consider a TFN proposal for post treaty additions:</p> <ul style="list-style-type: none"> - TFN owns the land in fee simple - The land is within TFN Territory - Land is outside municipal boundaries and a change in jurisdiction to that land will not unreasonably restrict the expansion of development of a municipality - Land is inside municipal boundaries and the municipality consents. <p>These criteria are consistent with LMTAC’s expressed interests within its Background Briefing Note to First Principle #12 related to location, time and quantity.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>expansion or development of a municipality; or</p> <p>ii. inside municipal boundaries and the municipality consents.</p>	<p>governments to balance their budgets. Ensuring financial stability is critical to the continued ability of local governments to provide the services expected by their residents at a reasonable cost.</p> <p><i>Additions to Treaty Settlement Lands & Treaty Negotiations; Background Briefing Note to First Principle #12</i></p> <p><i>Fiscal Interests and Treaty Negotiations - Background Briefing Note to LMTAC First Principle #36, September 2004.</i></p>		
Accreted Lands	<p>Clause 100: Tsawwassen First Nation owns any lawful accretions to Tsawwassen Lands.</p> <p>Clause 101: Where Tsawwassen First Nation provides to Canada and British Columbia notice confirming that there has been lawful accretion within the meaning of the <i>Land Title Act</i> to Tsawwassen Lands, then within 150 days the Parties will amend Appendix C-4 in accordance with clause 11 of the Amendment chapter to reflect the change to the boundaries of Tsawwassen Lands and, if required, the Lieutenant Governor in Council will issue supplementary letters patent to reflect the change, if any, to the area of the Corporation of Delta.</p>	<p>Interest 4.2.4 Treaty Settlement Lands: Treaties should establish a process for dealing with claims by a First Nation to foreshore lands, particularly those lands that are accreted over time (e.g. river frontages)</p>	Yes	Comment: There is a need to ensure that any impacted municipality is consulted and provided with sufficient notice to any proposed changes to its Letters Patent.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

LAND TITLE				
Registration with Land Titles Office	<p>Clause 1: On the Effective Date:</p> <ul style="list-style-type: none"> a. the interests of Tsawwassen First Nation in Tsawwassen Lands and Other Tsawwassen Lands; and b. the interests referred to in Appendices D-1 through D-7, <p>and any other interests subordinate to those interests will be registered, or will remain registered, in the Land Title Office in accordance with the <i>Land Title Act</i>.</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p>	<p>Yes</p>	<p>Comments: Use of the provincial Land Title Office to register Tsawwassen interests ensures consistency with respect to all fee-simple lands across the region.</p> <p>The <i>Land Title Act</i> will apply to Tsawwassen parcels, with exceptions made to allow for the registration of <i>Certificates of Possession</i> as interests in the Land Title Office.</p> <p>The Land Management chapter clause 1.e.outlines that among TFN’s power to make laws is the ability to establish and operate a TFN land title or land registry system for Tsawwassen Lands that are not registered in the Land Title Office, or for interests not recognized under Federal or Provincial Law.</p>

LAND MANAGEMENT				
Power to Make Laws	<p>Clause 1: Tsawwassen Government may make laws in respect of:</p> <ul style="list-style-type: none"> a. the creation, ownership and Disposition of a Tsawwassen Fee Simple Interest; b. the ownership and Disposition of estates or interests in Tsawwassen Lands including: <ul style="list-style-type: none"> I. fee simple interests; II. mortgages; III. leases; IV. licenses, permits, easements and rights of way, including rights of way and covenants similar to those in sections 	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	<p>Yes</p>	<p>Comments: In general, the Province intended for Tsawwassen First Nation law making powers to parallel those provided to local government under the <i>Local Government Act</i> and <i>Community Charter</i>; however some differences exist with respect to conflict of law provisions.</p> <p>NOTE: Expropriation Tsawwassen First Nation’s law making powers are limited to Tsawwassen Lands, whereas a municipality may apply its general expropriation powers to property outside the municipality for services provided by the municipality regarding the establishment and management of quarries, sand pits or gravel pits to acquire material for municipal works.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<p>218 and 219 of the <i>Land Title Act</i>; and</p> <p>V. any conditions or restrictions on such estates or interests.</p> <p>c. the ownership and Disposition of rights of access to any Tsawwassen Lands to certain Tsawwassen Members for cultural purposes including gathering and the recording of such interests by Tsawwassen First Nation in accordance with arrangements made by Tsawwassen First Nation with interest holders on Tsawwassen Lands;</p> <p>d. the management and use of Tsawwassen Lands, including planning, zoning and development;</p> <p>e. the establishment and operation of a Tsawwassen First Nation land title or land registry system:</p> <p style="padding-left: 20px;">I. for Tsawwassen Lands which are not registered in the Land Title Office; or</p> <p style="padding-left: 20px;">II. for interests not recognized under Federal or Provincial Law.</p> <p>f. provision of services in relation to Tsawwassen Lands;</p> <p>g. expropriation for public</p>			
--	--	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<p>purposes or public works by Tsawwassen First Nation of estates or interests in Tsawwassen Lands, if Tsawwassen First Nation provides fair compensation to the owner of the estate or interest; and</p> <p>h. the approval of proposed developments on Tsawwassen Lands.</p> <p>Clause 2: Despite subclause 1.g, Tsawwassen First Nation may not expropriate:</p> <p>a. estates or interests granted or continued on the Effective Date where expropriation is precluded under the terms and conditions of those estates or interests;</p> <p>b. estates or interests expropriated by Canada or British Columbia after the Effective Date; or</p> <p>c. estates or interests granted or continued on the Effective Date to a provincial ministry or agent of the provincial Crown or for the use of a Public Utility, whether or not an agent of the Crown, that would otherwise have authority to expropriate an estate or interest in land under provincial legislation or on whose behalf British</p>			
--	---	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Columbia may expropriate.</p> <p>Clause 3: For greater certainty, subclause 2.c describes an exception to the Tsawwassen Government law making authority in respect of expropriation and does not and is not intended to address the authority of a Provincial Expropriating Authority to expropriate under provincial legislation which authority is dealt with in the Lands chapter.</p>			
	<p>Clause 5: A Tsawwassen Law made under clause 1 prevails to the extent of a Conflict with a Federal or Provincial Law.</p>	<p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	<p>No</p>	<p>Comments: Provincial legislation is paramount to local government law making powers as per the <i>Community Charter</i> (Part 2, Division 2, Scope of Jurisdiction, Relationship with Provincial Laws). A provision of a municipal bylaw has no effect if it is inconsistent with a Provincial enactment.</p> <p>Concern: How will the paramouncy of TFN laws with respect to land management impact TFN's participation in regional governance structures.</p>
<p>Agriculture</p>	<p>Clause 4: Tsawwassen Government may exercise authority over agriculture on Tsawwassen Lands through land use planning and zoning under subclause 1.d.</p> <p>Clause 7: Despite clause 5, except in respect of the Former Tsawwassen Reserve and any other Tsawwassen Lands excluded from an agricultural land reserve designation, the <i>Agricultural Land Commission Act</i> prevails to the extent of a</p>	<p>FP#19: Local government strongly supports the preservation of viable agricultural land. Treaty settlement land designated as Agricultural Land Reserve (ALR) must remain subject to the jurisdiction of the Agricultural Land Commission (ALC). Any removal of land from the ALR must follow the same procedures as for any other applicant.</p> <p><i>Agricultural Land Reserve & Treaty Negotiations; Background Briefing Note to LMTAC First Principle #19</i></p>	<p>Yes</p>	<p>Comments: Tsawwassen Government authorities parallel the <i>Local Government Act</i> Part 26, Division 8, section 917(1) that a local government may make bylaws in relation to farming areas.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Environmental Management	<p>Conflict with a Tsawwassen Law made under clause 1.d.</p> <p>Clause 8: Despite clause 5, a Federal or Provincial Law in relation to Environmental Assessment prevails to the extent of a Conflict with a Tsawwassen Law made under subclause 1.h.</p> <p>Clause 11: Despite any approval of a proposed development made by Tsawwassen First Nation under subclause 1.h, no Federal Project or Provincial Project on Tsawwassen Lands will proceed unless there has been compliance with any applicable Federal or Provincial Law in respect of Environmental Assessment.</p>	<p>Interest 4.3.1 Environmental Management: First Nations should be subject to the Federal <i>Environmental Assessment Act</i> and Provincial conservation laws. Local governments acknowledge that specific First Nation cultural practices may be exempt.</p>	<p>Yes</p>	<p>Comments: That provincial law prevails in relation to Environmental Assessment is consistent with applicable legislation for local governments.</p>
Public Participation in Land Use planning	<p>Clause 10: Without limiting the scope of authority of Tsawwassen Government to make laws under this Agreement, before Tsawwassen Government makes a law under subclause 1.d, Tsawwassen First Nation will consult residents of Tsawwassen Lands who may be affected by the proposed law, through a process similar in principle to that required of a municipality undertaking similar law-making..</p>	<p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	<p>Yes</p>	<p>Comments: This is a significant clause for resident lease holders on Treaty Settlement Lands as it relates to Tsawwassen powers to make laws in respect of “the management and use of Tsawwassen Lands, including planning, zoning and development.” It ensures that Tsawwassen Government consultations with affected residents in a similar manner to how municipalities operate.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

ACCESS				
<p>Tsawwassen Roads</p>	<p>Clause 1: Local Boundary Roads to the centre line, Tsawwassen Roads, and Local Roads are:</p> <ul style="list-style-type: none"> a. part of Tsawwassen Lands; and b. owned by Tsawwassen First Nation. <p>Clause 9: Subject to clauses 10 and 11, the public will have the same right of access on Local Roads and Local Boundary Roads as they have on comparable roads in the adjoining municipality.</p> <p>Clause 10: In respect of a Local Boundary Road:</p> <ul style="list-style-type: none"> a. unless Tsawwassen Government and the council of the adjoining municipality agree otherwise, the Local Boundary Road will be kept open, maintained, kept in repair and improved by both parties; and b. a Tsawwassen Law in respect of the Local Boundary Road, or a portion of it, must be acceptable to the council of the adjoining municipality and a municipal by-law affecting the Local Boundary Road, or a portion of it, must be 	<p>FP# 31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	<p>Yes</p>	<p>Comments: In general, the Province intended for Tsawwassen First Nation law making powers to parallel those provided to local government under the <i>Local Government Act</i> and <i>Community Charter</i>.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>acceptable to Tsawwassen Government.</p> <p>Clause 11: In respect of a Local Road:</p> <p>a. Tsawwassen First Nation will keep open, maintain, keep in repair and improve a Local Road to the same extent as would a municipality in respect of similar roads; and</p> <p>b. before Tsawwassen First Nation seeks to close all or part of a Local Road to all or some types of traffic, and to remove the dedication of the Local Road, Tsawwassen First Nation will:</p> <p>i. provide public notice and an opportunity for affected Persons to make representations to Tsawwassen First Nation; and</p> <p>ii. notify the operators of Public Utilities whose facilities or works may be affected.</p>			
Crown Corridors	<p>Clause 15: On Tsawwassen Lands adjacent to Crown Corridors, and only to the extent reasonably required to protect the safety of the users of Crown Corridors, British Columbia has the authority to regulate all matters relating to:</p> <p>a. the location and design of</p>	<p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p>	<p>Yes</p>	<p>Comments: That the authority of the Provincial Crown is respected, this provision is consistent with a general public interest for safety and access.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>intersecting roads giving access to Crown Corridors from Tsawwassen Lands, including:</p> <ul style="list-style-type: none"> 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. requirements for contributions to the cost of the matters referred to in subclauses 15.a.i and 15.a.ii; and <p>b. the height and location of structures.</p> <p>Clause 17: So long as British Columbia owns the Highway 17 Corridor, British Columbia retains discretion to allow a Person to use, occupy, or possess the corridor for works of Public Utility.</p>			
<p>Dikes and Flood Protection</p>	<p>Clause 23: Tsawwassen First Nation is the diking authority under the Dike Maintenance Act for dikes and flood protection structures owned by Tsawwassen First Nation.</p> <p>Clause 24: Tsawwassen First Nation will construct and maintain dikes and flood protection structures on</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p>	<p>Yes</p>	<p>Comments: Although LMTAC does not have a specific First Principle on dikes, the LMTAC Board has relayed to the Province that in addition to ensuring emergency access to dikes, preventative maintenance is crucial to ensure that the integrity of the dike system is protected. Given the complex nature of dike systems and their importance to surrounding communities, it's crucial to have one overarching management model in place. Regardless of ownership, it's essential that preventative maintenance remain a</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Tsawwassen Lands to standards required by the Inspector of Dikes under the authority of the <i>Dike Maintenance Act</i>, and may enter into contracts for the provision of services related to the construction and maintenance of those dikes and flood protection structures.</p>			<p>priority with a commitment by the Province to take action in the event provincial standards are not upheld.</p> <p>The Governance Chapter includes a section on Delegation (clause 39) that enables Tsawwassen to delegate any law making authority (by passing a Tsawwassen Law) to a Local Government or other legal entity agreed to by the Parties.</p>
<p>Access to Tsawwassen Lands</p>	<p>Clause 27: Employees, agents and contractors of Canada or British Columbia, Local Governments, members of the Canadian Armed Forces, peace officers, investigators, and Federal and Provincial Law enforcement officers have access, in accordance with Federal or Provincial Law, onto and across Tsawwassen Lands, including for greater certainty Tsawwassen Roads, Local Roads and Local Boundary Roads, in order to enforce laws, carry out duties under Federal or Provincial Law, respond to emergencies and deliver programs and services.</p> <p>Clause 28: Subject to the terms and conditions of any lease, permit or tenure, Canada, British Columbia, Public Utilities, or Local Governments entering onto or crossing Tsawwassen Lands under clauses 27 or 28 will provide reasonable notice of entry to Tsawwassen Lands:</p> <p>a. before the entry if it is</p>	<p>FP#14: There must be continued access (via land, water or air) to local government lands and assets on, between or adjacent to treaty settlement lands as well as to privately-held and leased lands on, between or adjacent to treaty settlement lands for the purposes of, but not limited to, infrastructure development and maintenance.</p> <p>Interest 4.2.7 Access: Maintaining access corridors within a municipality or regional district for transportation, communication, public works, service delivery or other purposes is of vital interest to Lower Mainland area local governments. Consideration should be given to including a “peaceful enjoyment” clause in the treaty to ensure continued access to local government owned lands.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p> <p>Comment: Local governments to provide TFN with reasonable notice of entry to Tsawwassen Lands.</p> <p>This requirement is consistent with provisions within the <i>Community Charter</i> (Part 2, Division 3 ancillary powers) that states: Authority to enter on or into property 16 (4) except in the case of an emergency, a person</p> <p>(a) may only exercise the authority at reasonable times and in a reasonable manner, and</p> <p>(b) must take reasonable steps to advise the owner or occupier before entering the property.</p> <p>That no fee for access be charged to local government is consistent with LMTAC’s expressed interests.</p> <p>NOTE: The Final Agreement Access Chapter includes clauses 32- 33 that provide employees, agents and contractors of Tsawwassen First Nation with reciprocal access to lands adjacent to Tsawwassen Lands with the same notification requirements.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>practicable to do so; or b. as soon as practicable after the entry.</p> <p>Clause 30: Persons who have access to Tsawwassen Lands under clause 28 are not subject to payment of fees or compensation for access except as required by Federal or Provincial Law in respect of the payment of fees or compensation for access on Tsawwassen Lands.</p>			
Navigable Waters	Clause 35: This Agreement does not affect the public right of navigation.	Interest 4.2.7 Access: Lower Mainland residents should continue to have access to Lower Mainland beaches and parks to engage in recreational opportunities (such as hiking, boating, and camping) and livelihood pursuits (such as farming and fishing).	Yes	Final Agreement is consistent with LMTAC Interests.
Emergencies and Natural Disasters	<p>Clause 36: Any Party may respond to an emergency or natural disaster on Crown land or Tsawwassen Lands or the bodies of water immediately adjacent to Tsawwassen Lands, if the Person with primary responsibility for responding has not responded, or is unable to respond, in a timely manner.</p> <p>Clause 38: In the event of a provincial declaration of emergency or natural disaster, access to Tsawwassen Roads, Local Roads and Local Boundary Roads will be in accordance with Federal or</p>	Interest 4.2.7 Access: Access to or through reserve land or treaty settlement lands for the purposes of infrastructure and service development, as well as access for emergency and law enforcement services, is critical. Local governments also have specific interests in accessing beaches, foreshores, and parkland which are important for recreational and development purposes.	Yes	<p>Comments: Under the Provincial Ministry of Public Safety and Solicitor General, there is a <i>Provincial Emergency Plan</i> (PEP). During large-scale emergencies, the emergency management structure is activated when a BC community or any significant infrastructure is threatened by an emergency or disaster which may overwhelm a local authority's ability to respond.</p> <p>The provincial interest is to maintain 'First Responder' approach to emergencies that occur on Treaty Settlement Lands.</p> <p>Consistent with local government authorities under the <i>Community Charter</i> (Part 2, Division 3) <u>Emergency powers</u></p> <p>20 (1) If an emergency within the meaning of the</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	Provincial Law.			<p>Emergency Program Act arises in a municipality, the council has the powers provided under that Act.</p> <p>(2) If another form of emergency arises in a municipality, the council may declare that the emergency exists and provide for the necessary powers to deal with the emergency.</p>
FOREST RESOURCES				
Power to Make Laws	<p>Clause 2: Tsawwassen Government may make laws in respect of the management of Forest Resources on Tsawwassen Lands.</p> <p>Clause 3: A Federal or Provincial Law prevails to the extent of a Conflict with a Tsawwassen Law made under clause 2.</p> <p>Clause 4: For greater certainty, Provincial Laws in respect of the marking and scaling of Timber Resources apply to Timber Resources harvested on and transported from Tsawwassen Lands.</p> <p>Clause 5: Timber Resources harvested on Tsawwassen Lands may be manufactured and exported in accordance with Provincial and Federal Law as if the Timber Resource had been harvested on Private Lands granted by the Crown before March 12, 1906 and are not in a tree farm licence area as defined in the Forest Act.</p>	<p>FP#16: Clarity and consistency in regulatory jurisdiction with respect to natural and physical resources are paramount in the post-treaty environment. Development of resources can have a significant impact on local governments.</p> <p>FP#29: Standards and regulations (including enforcement provisions) that apply to treaty settlement lands must be at least equivalent to established regional standards set by Federal, Provincial or local governments for issues including, but not limited to: environmental protection, public health, labour, safety, fire protection, building codes, air quality and solid waste.</p> <p>Interest 4.3.5 Forests:</p> <ul style="list-style-type: none"> Treaties must recognize that the forest resource is an important component of the local industrial base in some communities impacted by Lower Mainland area treaties. Logging or harvesting within community watersheds, community forests, or sensitive mountain areas affecting a watershed or forest, must not be a practice permitted in treaties. 	Yes	<p>Comments: Clause 5 exempts Tsawwassen from <i>Forest Act</i> legislation governing the exportation of timber. While Tsawwassen will have very limited economic opportunity for timber harvest, this clause may set a precedent for other treaty tables and could impact the local resource economy.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Economic Opportunity	Clause 7: At the request of Tsawwassen First Nation, British Columbia and Tsawwassen First Nation may meet, as often as annually, to discuss specific economic opportunities related to forestry that may be available within Tsawwassen Territory.	Interest 4.5.1 Economic Development: Treaty settlements should welcome First Nation economic interests into our local, Provincial, and national economies as full participants, and increase the economic self-sufficiency of aboriginal peoples across the Lower Mainland region. The economic best interests of all local residents, whether aboriginal or non-aboriginal, must be considered.	Yes	Comments: There will be very little economic forestry opportunity within Tsawwassen Territory.
FISHERIES				
Conservation, Preservation and Environmental Protection	<p>Clause 2: The Tsawwassen Fishing Right is limited by measures necessary for conservation, public health or public safety.</p> <p>Clause 14: The Minister retains authority for managing and conserving Fish, Aquatic Plants, and Fish habitat and will exercise that authority in a manner that is consistent with this Agreement.</p> <p>Clause 7: Harvesting of Intertidal Bivalves under the Tsawwassen Fishing Right in areas where the Tsawwassen Intertidal Bivalve Fishing Area overlaps with a National Park or National Marine Conservation Area will be conducted in accordance with the National Parks and National Marine Conservation Area chapter.</p> <p>Clause 94: With the approval</p>	<p>FP#15: Sustainability of local economies is a priority in the post-treaty environment. Lower Mainland area renewable, natural resources (including forests, water and fish) must continue to be managed on a sustainable basis in order not to undermine the economic base of local governments and their communities.</p> <p>FP#23: The protection of fish stocks is a primary concern, and the rights and responsibilities of all fishers engaged in native, commercial or recreational fishing should be given due consideration.</p> <p>Interest 4.3.3 Fisheries: Local Governments wish to continue to work to restore and enhance fish bearing streams and waterways and protect stream habitat.</p> <p>LMTAC Fisheries Background Paper (Summary Key Principles for Consideration: Conservation, Preservation and Environmental Protection):</p> <ol style="list-style-type: none"> 1. Conservation must not be compromised. Negotiators must understand the impact of all Treaty and TRM requirements before Parties commit to any allocations. 2. Stewardship needs to be enhanced and adopted as a common goal by all fisheries groups. 	Yes	<p>Comments: TFN Fishing Area and allocations (domestic and commercial) were agreed upon at time of AIP.</p> <p>Allocations for non-salmon species (i.e. Intertidal Bivalves) were negotiated for Final Agreement.</p> <p>In a letter to LMTAC from the TNO (August 1, 2003) the Province stated that “it shares very serious interests in ensuring that the fisheries provisions of treaties are clear, practical, robust, and sustainable” and that the following objectives must be reflected in the outcomes of treaty negotiations:</p> <ul style="list-style-type: none"> - Conservation and sustainability of the fishery; - Economic viability of the industry; - Equitable fishing arrangements for all participants; - An overall vision of the fishery that informs management decisions as well as specific treaty negotiations; and - An integrated and effective management regime across all sectors. <p>To this end, the work of the Joint Task Force was constituted to address these issues co-operatively between Canada and BC and was expected to be constructive in developing approaches that</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>of the Minister and in accordance with Federal and Provincial Law, Tsawwassen First Nation may conduct Enhancement Initiatives and Stewardship Activities in Tsawwassen Territory.</p> <p>Clause 97: The Tsawwassen Fisheries Fund (\$1,000,000) may be used for:</p> <ol style="list-style-type: none"> a. promoting the conservation and protection of Fish and Aquatic Plants and Fish habitat in Tsawwassen Territory’ b. facilitating the sustainable management of Fish and Fish habitat in Tsawwassen Territory; and c. promoting and supporting participation by Tsawwassen First Nation in the stewardship of Fish and Fish habitat in Tsawwassen Territory. <p>Clause 100: Tsawwassen First Nation may recommend in writing that Canada establish, terminate or change the boundaries of a Marine Protected Area that is wholly or partially within Tsawwassen Territory.</p>	<p>6. Sufficient financial resources must be available to restore and enhance all habitats and to assist local governments and First Nations in building capacity.</p> <p>7. In the event of fisheries conservation closures, all sectors must be involved, including recreational and aboriginal food fisheries.</p> <p>8. Planning for restoration and protection of sensitive watersheds must be part of a coastal and basin-wide fisheries management plan.</p> <p>9. Groundwater recharge and streamside areas must be properly managed and protected.</p>		<p>facilitate the achievement of greater certainty for fisheries arrangements in a manner that supports treaty settlements and creates new economic opportunities.</p> <p>The <i>Pearse McRae Report</i> was released in April 2004 entitled “Treaties and Transition: Towards a Sustainable Fishery on Canada’s Pacific Coast” that recommends fundamental reforms such as a quota-based fishery. The Final Agreement does not preclude such reforms should such recommendations be instituted by senior governments.</p> <p>The Fisheries Fund (\$1,000,000) will be a one time payment paid on the Effective Date to Tsawwassen First Nation by Canada.</p>
Socio-Economic Impacts	The TFN <i>Harvest Agreement</i> includes the following provisions:	Interest 4.3 Resources and the Natural Environment: In the post- treaty environment, Lower Mainland area natural resources (such as fish) must continue to	Yes	Although fisheries is mainly a Federal matter, the Province entered into Final Agreement negotiations with the mandate outlined in a letter to LMTAC (April 2, 2003) that stated:

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Salmon:</p> <p>clause 15: The fishing envisioned by this Agreement for Salmon will have comparable requirements as a Fraser River Commercial Fishery.</p> <p>Clause 16: The licences issued to implement this Agreement for Salmon will provide for sale of fish and will be comparable to licences issued to participants in a General Commercial Fishery or Fraser River Commercial Fishery.</p> <p>Clause 18: If the fisheries management system for a species of Salmon changes to a quota-based or other system and the Tsawwassen Commercial Allocation for the species is incongruent with the new system, the Tsawwassen Commercial Allocation for the species will be changed to the new system on the same basis as the General Commercial Fishery for that species</p> <p>Clause 21: If in the General Commercial Fishery for Salmon there is a system to account and adjust for differences between catch and allocation, the same system will be used for Salmon fishing envisioned by this Agreement.</p>	<p>be managed on a sustainable basis in order to not undermine the economic base of communities and local governments.</p> <p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Socio Economic Impacts):</p> <p>1. Treaty negotiators must recognize the direct and indirect involvement of local communities in the fishing industry and work to ensure for fair competition and access for economic opportunities.</p> <p>3. Local representation, on behalf of the citizens directly impacted by fisheries policy and the treaty process, must be recognized by negotiators as a critical voice in fisheries negotiations.</p> <p>Interest 4.5.1 Economic Development: Treaty Settlements should welcome First Nation economic interests into our local, Provincial, and national economies as full participants, and increase the economic self-sufficiency of aboriginal peoples across the Lower Mainland region. The economic best interests of all local residents, whether aboriginal or non-aboriginal, must be considered.</p>		<p><i>“...the Province does not support commercial fishery arrangements in treaties that provide priority access to the fish to any one group. Nor does it support provisions that will diminish the ability to effectively manage the resource across all sectors. In short, treaty outcomes must lead to a level playing field.”</i></p> <p>The Province further <i>“recognizes the need for Canada to address a number of issues to ensure that these objectives are realized. In doing so, it should consult with individuals who make their living from the fishery. Hence, BC’s commitment to work with representatives of the commercial, recreational fishing and fish processing sectors to establish an economically viable and equitable Pacific fishery that will support treaty settlements. The Provincial government wants to conclude a treaty with TFN and wants to do so in a manner that balances the interests of the First Nation with those of citizens and local governments.”</i></p> <p>The Final Agreement provides for a TFN commercial fishery with comparable requirements and a management system on the same basis as the general commercial fishery.</p> <p>The Final Agreement remains flexible to adapt to new management systems that may be implemented in the future, such as a quota-based fishery.</p> <p>.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<p>Crab:</p> <p>Clause 26: The fishing envisioned by this Agreement for Crab will have comparable requirements as the General Commercial Fishery for Crab in Areas I or J.</p> <p>Clause 27: The licences issued to implement this Agreement for Crab will provide for sale of Crab and will be comparable to licences issued to participants in the General Commercial Fishery for Crab in Areas I or J.</p> <p>Clause 28: If the fisheries management system for Crab changes, the licences issued to implement this Agreement will be changed to the new system on the same basis as the General Commercial Fishery for Crab in Area I or J.</p> <p>Clause 34: Should participants in other commercial fisheries that harvest stocks or species included in this Agreement (i.e. Salmon and Crab) be required to pay management costs, other than licence fees, Tsawwassen First Nation will be required to pay management costs on the same basis.</p> <p>Fisheries Chapter:</p> <p>Clause 106: Where the Minister proposes to establish a</p>			
--	---	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>new emerging commercial fishery within Pacific Fishery Management Areas 14, 15, 16, 17, 18, 19, 20, 28 or 29, the Minister will advise Tsawwassen First Nation of the proposal to establish the fishery and will Consult with Tsawwassen First Nation on a process for participants to enter the fishery and for how the fishery should be allocated among participants.</p>			
<p>Coastal and Basin-Wide Management</p>	<p>Clause 68: On the Effective Date, the Parties will establish a Joint Fisheries Committee to facilitated cooperative assessment, planning and management of :</p> <ul style="list-style-type: none"> a. the exercise of the Tsawwassen Fishing Right' b. Enhancement Initiatives and Stewardship Activities by Tsawwassen First Nation; c. monitoring and enforcement activities in respect of Tsawwassen First Nation fisheries; and d. other matters as the Parties may agree. <p>Clause 70: The Joint Fisheries Committee will consist of one representative from each party, but additional individuals may participate in meetings to</p>	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Coastal and Basin-Wide Management):</p> <ul style="list-style-type: none"> 1. Federal and Provincial governments must adopt a fisheries management model that is based on a coastal and basin- wide perspective with a single manager, having one set of rules and regulations, and working towards upholding the priority of conservation. 4. Fisheries policy needs to reflect a coastal and basin-wide perspective and be based on consultation with all fishers (aboriginal and non-aboriginal). 6. The cumulative effect of treaty settlements must be recognized by the treaty negotiation process and by fisheries management. 	<p>Yes</p>	<p>Comments: Final Agreement provisions are flexible to enable Federal and Provincial governments to manage the resource.</p> <p>At the time of AIP, the Province expressed that BC's agreement to an overall fisheries arrangement at Final Agreement will be dependent on its satisfaction that allocation will be informed by broader regional or watershed allocation decisions; on integrated management arrangements; and that TFN's commercial fisheries will have the same priority as commercial fisheries in the fisheries management decisions made by the Minister.</p> <p>The Final Agreement proposes the establishment of a Joint Fisheries Committee (JFC) that would include representatives from the three Parties. Local government as part of Provincial team may be able to participate to support or assist the Province.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<p>support or assist a representative.</p> <p>Clause 81: Where a regional fisheries committee is proposed or established for aboriginal fisheries in an area that includes all or part of the Tsawwassen Fishing Area or Tsawwassen Intertidal Bivalve Fishing Area and that committee has functions and activities similar to those of the Joint Fisheries Committee, the Parties will determine which functions or activities of the Joint Fisheries Committee can be addressed more effectively by a regional fisheries committee, and will discuss the mechanism for participation by Tsawwassen First Nation in the regional fisheries committee.</p> <p>Clause 89: Where Canada and BC propose to establish a public fisheries management advisory process for an area of the Fraser River watershed that included any part of the Tsawwassen Fishing Area, Canada and BC will Consult with Tsawwassen First nation in developing that public fisheries management advisory process and, if appropriate, will provide for participation by Tsawwassen First Nation on the same basis as other First Nations.</p>			
--	--	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Domestic Allocation</p>	<p>Clause 1: Tsawwassen First Nation has the right to harvest for Domestic Purposes:</p> <p>a. Fish and Aquatic Plants in the Tsawwassen Fishing Area; and</p> <p>b. Intertidal Bivalves in the Tsawwassen Intertidal Bivalve Fishing Area</p> <p>Clause 23: The Tsawwassen Allocations for Fish and Aquatic Plants are set out in Appendix J-2.</p> <p>Note: Appendix J-2 outlines the average allocations agreed to at the time of AIP:</p> <p>Sockeye: 12,000/yr Chum: 2,576/yr Chinook: 625/yr Coho; 500/yr Pink; 2,500/yr</p> <p>Clause 19: Fish and Aquatic Plants harvests under the Tsawwassen Fishing Right may not be sold.</p> <p>Clause 27: The Minister and Tsawwassen First Nation will endeavour to minimize any overages or underages for Tsawwassen Allocations in each year and to minimize the accumulation of overages and underages through adjustments to the Tsawwassen First Nation</p>	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation – 4 a. General):</p> <p>1. All Allocations must be based on the actual annual returning run size and not solely on a scientific prediction, so that there are no negative impacts on conservation.</p> <p>2. Any allocation that falls short of predictions cannot be transferred to the next year’s allocation and become an ongoing cumulative total.</p> <p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - 4 b. Treaty):</p> <p>1. Before treaty allocations are determined, socio-economic and conservation impact assessment studies, with a coastal and basin-wide focus, should be carried out by senior governments to ensure that allocations committed by a treaty are deliverable and impose no negative impacts.</p> <p>2. Allocations for food and ceremonial purposes must be quantified, as part of the Aboriginal Fisheries Strategy (AFS), and as part of any future treaty settlements.</p>	<p>No</p>	<p>Comments:</p> <p>Allocations for salmon species were determined at the time of AIP and LMTAC expressed concern that allocation formulae may not be sustainable if replicated along the Fraser River.</p> <p>BC has acknowledged the need to identify the incremental amount of fish that will be required to satisfy the demands of the full watershed and how TFN will fit into this equation.</p> <p>Canada agreed to purse overages and underages; however BC does not agree to apply this approach to species managed by BC.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>annual harvest in successive years.</p> <p>Clause 30: Overages and underages will not be applied to Fish species harvested under this Agreement and managed by BC as of the Effective Date.</p>			
Trade and Barter	<p>Clause 4: Tsawwassen First Nation and Tsawwassen Members have the right to Trade and Barter Fish and Aquatic Plans harvested under the Tsawwassen Fishing Right, among themselves or with other aboriginal people of Canada.</p>	<p>No related LMTAC First Principle.</p>	<p>N/A</p>	<p>Comments: With respect to the Fisheries Chapter, the Province’s initial mandate was to limit the geographic extent of Trade and Barter activities to “aboriginal people of Canada resident in BC” as a matter of enforcement. Under clauses 92-93 of the Fisheries Chapter, the Parties may negotiate agreements in respect of enforcement.</p> <p>NOTE: The Provincial mandate to limit the geographic extent of trade and barter activities to “aboriginal people of Canada resident in BC” applies to the chapters on Wildlife, Migratory Birds and Gathering in National and Provincial Parks,</p>
Management of the Commercial Fishery	<p>Clause 102: On the Effective Date, Canada, BC and Tsawwassen First Nation will enter into a Tsawwassen First Nation Harvest Agreement.</p> <p>Clause 103: For greater certainty, as provide for under clause 58 of the General Provisions chapter, a Tsawwassen First nation Harvest Agreement:</p> <ul style="list-style-type: none"> a. is not part of this Agreement; and b. is not a treaty or land claims agreement and does 	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration - General):</p> <p>4. The Aboriginal fishery should be incorporated into the overall commercial fishery to ensure for consistency, fairness and equity.</p>	<p>Yes</p>	<p>Comments: Commercial fisheries only pertain to specified salmon species and crab; not intertidal bilvalves.</p> <p>A separate section is included on Aquaculture (clauses 108 -110) in which TFN may notify the Province to negotiate a shellfish aquaculture tenure, within Tsawwassen Territory, under Provincial Law.</p> <p>Crab is designated as a non-allocated species under the Final Agreement. Clause 31 (a) limits the number of traps to 50 per vessel.</p> <p>An outstanding issue at the time of AIP and resolved in Final Agreement was the mechanism to</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>not create, recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the <i>Constitution Act, 1982</i>.</p> <p>Clause 104: A Party may terminate a Tsawwassen First Nation Harvest Agreement and it will recompense the Tsawwassen First Nation in accordance with the terms of the Harvest Agreement.</p> <p>Note: Under the TFN <i>Harvest Agreement</i> Clause 51: The Party taking action under clause 49 and Tsawwassen First Nation will negotiate and attempt to reach agreement on fair recompense that may consist of cash, commercial licences for salmon or other species and any associated quota or an amended Harvest Agreement for other species or as the Parties otherwise agree.</p> <p>The Tsawwassen First Nation <i>Harvest Agreement</i> includes the following provisions:</p> <p>Clause 4: The term of this Agreement is 25 years, commencing on the date this Agreement comes into force.</p> <p>Clause 8: The fishing envisioned by this Agreement is limited by measures necessary</p>			<p>provide the commercial fishing opportunity. The federal government pursued a “Harvest Agreement” at Tsawwassen and all other Final Agreement tables.</p> <p>At the time of AIP, LMTAC expressed concern with this mechanism as it was not a method endorsed by the commercial fishing industry. LMTAC awaited the results of the <i>Pearse McRae Report</i> and generally supported the reports recommendation that fundamental reforms in the management of the Pacific Fishery were required to ensure sustainability of the resource for all sectors of the industry.</p> <p>The Final Agreement remains flexible to adapt to new management systems that may be implemented in the future; such as a quota-based fishery.</p> <p>Although not an area of Provincial jurisdiction, the Province expressed at the time of AIP that BC’s agreement to an overall fisheries arrangement for Final Agreement will be dependent on its satisfaction that allocation will be informed by broader regional or watershed allocation decisions; on integrated management arrangements; and that TFN’s commercial fisheries will have the same priority as commercial fisheries in the fisheries management decisions made by the Minister.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<p>for conservation, public health or public safety.</p> <p>Clause 9: For greater certainty, the Minister retains the authority to manage commercial fisheries, including whether to have any commercial fishery and, if so, where and when it will occur.</p> <p>Crab</p> <p>Clause 22: In any year that the Minister authorizes a General Commercial Fishery for Crab for Area I or J, the Minister will issue a Crab licence to Tsawwassen First Nation for each Commercial Crab Licence for that Area that Tsawwassen First Nation relinquishes in accordance with clause 25, once Tsawwassen First Nation has met the requirements in clause 23.</p> <p>Clause 18: If the fisheries management system for a species of Salmon changes to a quota-based or other system and the Tsawwassen Commercial Allocation for the species is incongruent with the new system, the Tsawwassen Commercial Allocation for the species will be changed to the new system on the same basis as the General Commercial Fishery for that species.</p>			
--	---	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Commercial Allocations	<p>The Tsawwassen First Nation Harvest Agreement includes the following provision:</p> <p>Salmon Clause 11: Each year, Tsawwassen First Nation will have a Tsawwassen Commercial Allocation equivalent to:</p> <ul style="list-style-type: none"> a. 0.78% of Canadian Commercial Total Allowable Catch for Fraser River Sockeye Salmon for that year; b. 3.27% of Terminal Commercial Catch of Fraser River Chum Salmon for that year; and c. 0.78% of Canadian Commercial Total Allowable Catch of Fraser River Pink Salmon for that year. 	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - 4 a. General):</p> <p>3. present allocation must be revised to ensure that access for economic opportunities is distributed equitably amongst all fishers;</p> <p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - 4 b. Treaty):</p> <p>3. There should be no treaty provisions for exclusionary commercial fish allocations, as treaty allocations must only be accomplished through the purchase of vessels and licenses for transfers to First Nations for use in an all-citizen commercial fishery.</p>	No	<p>Commercial allocations were not previously identified at the time of AIP, and are provided through a <i>Harvest Agreement</i>, which was negotiated outside of the Final Agreement and not considered a treaty settlement.</p> <p>Concern: As with the Domestic Allocations, LMTAC is concerned that allocation formulae may not be sustainable if replicated with other Final Agreements along the Fraser River.</p>
WILDLIFE				
General – Tsawwassen rights to harvest wildlife	<p>Clause 2: The Tsawwassen Right to Harvest Wildlife is limited by measures necessary for conservation, public health or public safety.</p> <p>Clause 7: The Tsawwassen Right to Harvest Wildlife will be exercised in a manner that does not interfere with authorized uses or Dispositions of provincial Crown land, including Parks and Protected Areas, existing on the Effective</p>	<p>FP#16: Clarity and consistency in regulatory jurisdiction with respect to natural and physical resources are paramount in the post-treaty environment. Development of resources can have a significant impact on local governments.</p> <p>FP#18: Locally, nationally, and globally environmentally significant habitats in the Lower Mainland area must be recognized and protected.</p> <p>FP#20: Local government leases and licenses (including, but not limited to, park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and</p>	Yes	<p>Comments: As laws of general application will apply, the Tsawwassen Right to Harvest off Treaty Settlement Land (TSL) will be subject to local government bylaws with respect to hunting and the discharge of firearms.</p> <p>All intergovernmental agreements made prior to final agreement on Burns Bog must be respected. The GVRD, as manager of Burns Bog, must be consulted on any activity in and around the area. Any access to Crown lands through Delta or GVRD lands must be done in partnership with the local governments.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Date or authorized in accordance with clause 6.</p> <p>Clause 14: Tsawwassen First Nation may exercise the Tsawwassen Right to Harvest Wildlife within <i>Burns Bog Ecological Conservancy Area</i> if harvesting of Wildlife is permitted on the lands, and any such harvesting will be accordance with Federal and Provincial Laws, and Local Government by-laws.</p>	<p>environmental viability of these agreements, as well as any provisions for their renewal, must be respected and preserved.</p> <p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p>		
MIGRATORY BIRDS				
<p>General – Tsawwassen rights to harvest migratory birds</p>	<p>Clause 2: The Tsawwassen Right to Harvest Migratory Birds is limited by measures necessary for conservation, public health or public safety.</p> <p>Clause 13: Tsawwassen First Nation may exercise the Tsawwassen Right to Harvest Migratory Birds on lands contained within a National Wildlife Area if Canada agrees to provide access, and any such harvest will be in accordance with Federal and Provincial Laws.</p> <p>Clause 22: Tsawwassen Government may make laws in respect of:</p> <p>a. the management of Migratory Birds and Migratory Bird habitat on Tsawwassen Lands;</p>	<p>FP#16: Clarity and consistency in regulatory jurisdiction with respect to natural and physical resources are paramount in the post-treaty environment. Development of resources can have a significant impact on local governments.</p> <p>FP#18: Locally, nationally, and globally environmentally significant habitats in the Lower Mainland area must be recognized and protected.</p> <p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p>	<p>Yes</p>	<p>Comments: As laws of general application will apply, the Tsawwassen Right to Harvest off Treaty Settlement Land (TSL) will be subject to local government bylaws with respect to hunting and the discharge of firearms.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>b. the establishment and administration of licensing requirements for the harvest of Migratory Birds under the Tsawwassen Right to Harvest Migratory Birds, including the issuance of documentation to identify individuals designated by Tsawwassen First Nation in respect of that harvest;</p> <p>c. the sale of Migratory Birds harvested under the Tsawwassen Right to Harvest Migratory Birds.</p> <p>Clause 23: A Federal or Provincial Law prevails to the extent of a Conflict with a Tsawwassen Law made under clause 22.</p>			
<p>Conservation Measures</p>	<p>Clause 32: The Minister, in determining the Total Allowable Migratory Bird Harvest for a Designated Migratory Bird Population, will take into account, among other things, the following:</p> <p>a. recommendations from Tsawwassen First Nation;</p> <p>b. the best available knowledge about the Designated Migratory Bird Population, including aboriginal traditional knowledge;</p> <p>c. <u>continental and local conservation requirements</u>;</p>	<p>FP#17: International agreements and Federal and Provincial legislation with respect to conservation (of wildlife, migratory birds, fish and other species) must be incorporated into all treaties.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>and</p> <p>d. Canada's <u>international commitments</u> in respect of Migratory Birds.</p> <p>Clause 36: Canada will Consult with Tsawwassen First Nation on the development of Canada's positions in respect of international discussions or negotiations that may adversely affect the Tsawwassen Right to Harvest Migratory Birds.</p>			
NATIONAL PARKS AND NATIONAL MARINE CONSERVATION AREAS				
Tsawwassen First Nation Right to Harvest Renewable Resources	Clause 3: The Tsawwassen Right to Harvest Renewable Resources is limited by measures necessary for conservation, public health or public safety.	<p>FP#16: Clarity and consistency in regulatory jurisdiction with respect to natural and physical resources are paramount in the post-treaty environment. Development of resources can have a significant impact on local governments.</p> <p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p>	Yes	<p>Final Agreement is consistent with LMTAC Interests.</p> <p>NOTE: Renewable Resources is a defined term that means:</p> <p>a. Plants, birds, land mammals, and other traditional foods Harvests for Domestic Purposes under the Tsawwassen Right to Harvest Renewable Resources; and</p> <p>b. Intertidal Bivalves harvest for Domestic Purposes under the Tsawwassen Fishing Right in areas of a National Park or National Marine Conservation area that overlap with the Tsawwassen Intertidal Bivalve Fishing Area.</p>
Conservation	Clause 21: Each year, or as otherwise agreed, Canada and Tsawwassen First Nation will meet to develop terms and conditions for harvesting under the Tsawwassen Right to Harvest Renewable Resources and will make reasonable efforts to reach consensus using a collaborative process.	FP#15: Sustainability of local economies is a regional priority in the post-treaty environment. Lower Mainland area renewable, natural resources (including, but not limited to, forests, water and fish) must be collaboratively managed on a sustainable basis in order not to undermine the economic base of local governments and their communities.	Yes	Final Agreement is consistent with LMTAC Interests.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Clause 31: Canada will Consult with Tsawwassen First Nation in respect of:</p> <ul style="list-style-type: none"> a. the need for additional conservation measures, during the term of a Renewable Resource Harvesting Document, within the relevant National Park or National Marine Conservation Area in Tsawwassen Territory; and b. the development and implementation of such additional conservation measures, where the Minister decides that the measures are necessary. 			
PROVINCIAL PARKS AND GATHERING				
Heritage and Preservation	<p>Clause 1: Tsawwassen First Nation has the right to gather Plants for Domestic Purposes in those areas set out in Appendix M.</p> <p>Clause 6: Tsawwassen First Nation and Tsawwassen Members may exchange, for ceremonial purposes, regalia, or traditional or artistic objects, made from Plants gathered under the Tsawwassen Right to Gather Plants, among themselves and with other Coast Salish people.</p> <p>Clause 3: The Tsawwassen</p>	<p>FP#4: Treaty settlements must respect the values, heritage, culture and traditions of Aboriginal and non-Aboriginal peoples.</p> <p>FP#17: International agreements and Federal and Provincial legislation with respect to conservation (of wildlife, migratory birds, fish and other species) must be incorporated into all treaties.</p> <p>FP#18: Locally, nationally, and globally environmentally significant habitats in the Lower Mainland area must be recognized and protected.</p> <p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p>	Yes	<p>Comments: Permitting the gathering of plants (i.e. Labrador Tea) in sustainable manner encourages Tsawwassen First Nation cultural practices.</p> <p>Present, future and potential refuge and environmentally-sensitive areas, including but not limited to, the Fraser River Basin, Boundary Bay Wildlife Management Area, Maple Wood Flats Conservation Area and Indian Arm, must be identified and protected during the treaty process.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Right to Gather Plants is limited by measures necessary for conservation, public health or public safety.</p> <p>Clause 10: The transport and export by Tsawwassen First Nation and Tsawwassen Members of Plants gathered under the Tsawwassen Right to Gather Plants are subject to Federal and Provincial Laws.</p> <p>Clause 11: The Minister retains authority for managing, administering and controlling Provincial Parks, Protected Areas and Wildlife Management Areas and will exercise that authority in a manner that is consistent with this Agreement.</p>			
<p>Gathering Plants – Burns Bog</p>	<p>Clause 25: The Minister will consult with the Greater Vancouver Regional District before approving a gathering plan that includes provincial Crown land within the <i>Burns Bog Ecological Conservancy Area</i>.</p> <p>Clause 26: Any approved gathering plan that includes provincial Crown land within the <i>Burns Bog Ecological Conservancy Area</i> will be consistent with the <i>Burns Bog Management Agreement</i> between Canada, British</p>	<p>FP#18: Locally, nationally, and globally environmentally significant habitats in the Lower Mainland area must be recognized and protected.</p> <p>FP#20: Local government leases and licenses (including, but not limited to, park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreements, as well as any provisions for their renewal, must be respected and preserved.</p> <p>Interest 4.3.2 Parks/ Green Zones: Local government interests in maintaining ‘green zones’ adjacent to Crown lands should be respected.</p>	<p>Yes</p>	<p>Comments: All intergovernmental agreements made prior to Final Agreement in Burns Bog must be respected. The Corporation of Delta expressed support for entering into an agreement with TFN to provide an alternate harvest area for Labrador Tea in order to reduce access through the Bog.</p> <p>The GVRD, as manager of Burns Bog, must be consulted on any activity in and around the area. Any access to Crown lands through Delta or GVRD lands must be done in partnership with the local governments.</p> <p>NOTE: Burns Bog Ecological Conservancy Area is a defined term that means: The area set out in Appendix M-3 that is administered under the <i>Burns Bog Management</i></p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	Columbia, the Greater Vancouver Regional District and the Corporation of Delta, dated March 23, 2004.			<i>Agreement</i> between Canada, BC, the GVRD and the Corporation of Delta, dated March 23, 2004, and managed as a functional raised bog ecosystem.
Planning & Co-operative Management	Clause 30: British Columbia and Tsawwassen First Nation may enter into an agreement in respect of the development of a cooperative working relationship in the Fraser River estuary, including the South Arm Marshes Wildlife Management Area, and Roberts Bank south to the United States border.	FP#18: Locally, nationally, and globally environmentally significant habitats in the Lower Mainland area must be recognized and protected.	Yes	Comments: It is uncertain whether or not this provision may affect the existing <i>Fraser River Estuary Management Program</i> , in which GVRD is a partner.
CULTURE AND HERITAGE				
General	Clause 1: Tsawwassen First Nation has the right to practise the culture of Tsawwassen First Nation, and to use the Hun'qum'i'num language, in a manner that is consistent with this Agreement.	FP#4: Treaty settlements must respect the values, heritage, culture and traditions of Aboriginal and non-Aboriginal peoples.	Yes	Final Agreement is consistent with LMTAC Interests.
Beach Grove Parcels	Clause 9: As of the Effective Date, in respect of the Beach Grove Parcels, unless Tsawwassen First Nation agrees otherwise, British Columbia will: a. retain ownership; b. not permit any activity under the <i>Heritage Conservation Act</i> ; and c. not permit any activity with respect to heritage objects.	Interest 4.2.5 Heritage Sites: <ul style="list-style-type: none"> ▪ Lower Mainland area local governments support and encourage the protection and preservation of cultural and heritage sites of significance. ▪ Local governments support the B.C. First Nation Heritage Impact Assessment under the <i>Historical Resources Act</i>. 	Yes	Comments: Under the AIP, the Beach Grove parcels were proposed to be included under "Other Tsawwassen Lands." These parcels are of cultural significance to Tsawwassen; however the Province will retain ownership. During Final Agreement negotiations the Province provided for further protections of this site.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

ENVIRONMENTAL MANAGEMENT				
<p>Power to Make Laws</p>	<p>Clause 1: Tsawwassen Government may make laws applicable on Tsawwassen Lands to manage, protect, preserve and conserve the Environment including laws in respect of:</p> <ol style="list-style-type: none"> prevention, mitigation and remediation of pollution and degradation of the Environment; waste management, including solid wastes and wastewater; protection of local air quality, but such laws will include standards that meet or exceed the standards set by the Greater Vancouver Regional District in by-laws in respect of the protection of local air quality; and response to an Environmental Emergency. <p>Clause 2: A Federal or Provincial Law prevails to the extent of a Conflict with a Tsawwassen Law made under clause 1.</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>FP#29: Standards and regulations (including enforcement provisions) that apply to treaty settlement lands must be at least equivalent to established regional standards set by Federal, Provincial or local governments for issues including, but not limited to: environmental protection, public health, labour, safety, fire protection, building codes, air quality and solid waste.</p> <p>Interest 4.3.1 Environmental Management:</p> <ul style="list-style-type: none"> There should be consistency in environmental standards and regulations on treaty settlement lands and neighbouring lands. First Nations should be subject to the Federal <i>Environmental Assessment Act</i> and Provincial conservation laws. Local governments acknowledge that specific First Nation cultural practices may be exempt. 	<p>Yes</p>	<p>Comments: In general, the Province intended for Tsawwassen First Nation law making powers to parallel those provided to local government under the <i>Local Government Act</i> and <i>Community Charter</i>, including conflict of law provisions whereby Federal and Provincial laws are paramount to Tsawwassen laws and prevail in the event of a conflict.</p>
<p>Environmental Protection</p>	<p>Clause 3: Tsawwassen First Nation has the right to participate in provincial Environmental processes and to receive referrals on Environmental matters from British Columbia on the same basis as Local Governments or</p>	<p>Interest 4.3.1 Environmental Management: A central information and communication body is needed to facilitate dialogue between local governments and First Nations on stewardship and environment issues. Forums must be created to promote region-wide responsibility on environmental issues (e.g. air quality, watershed management) and to develop common rules of</p>	<p>Yes</p>	<p>Comments: TFN participation in provincial processes is on the same basis as local government.</p> <p>Participation on the same basis as local governments may encourage intergovernmental relationship building and lead to the creation of the central information and communication body referenced in Interest 4.3.1.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	other First Nations within the Tsawwassen Territory.	stewardship (e.g. respecting sustainability and biodiversity). Stewardship of public and private lands is increasingly a priority reinforced by local residents, and responsible stewardship will require joint planning amongst all the jurisdictions involved.		
Environmental Assessment	<p>Clause 4: If a proposed Federal Project may reasonably be expected to adversely affect Tsawwassen Lands or Tsawwassen First Nation rights set out under this Agreement:</p> <p>a. Canada will ensure that Tsawwassen First Nation is provided with timely notice of the Environmental Assessment and information describing the Federal Project in sufficient detail to permit Tsawwassen First Nation to determine whether it is interested in participating in the Environmental Assessment;</p> <p>Clause 7: If a proposed Provincial Project is located within the area of land that as at the Effective Date comprises the Greater Vancouver Regional District, or is located within the Tsawwassen Territory, and may reasonably be expected to adversely affect Tsawwassen Lands, residents of Tsawwassen Lands or Tsawwassen First Nation rights set out in this Agreement, British Columbia will ensure</p>	No related LMTAC First Principle.	N/A	Comments: Under this section, Canada and British Columbia will consult with Tsawwassen First Nation and may provide the First Nation with the opportunity to participate in the Environmental Assessment of a proposed project; should that project be expected to adversely affect Tsawwassen residents, Tsawwassen Lands, or Tsawwassen Rights.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>that Tsawwassen First Nation:</p> <ul style="list-style-type: none"> a. receives timely notice of, and relevant available 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 that Provincial Project. 			
<p>Environmental Emergencies</p>	<p>Clause 11: As the owner of, or decision-maker in respect of, Tsawwassen Lands, Tsawwassen First Nation has responsibility for the prevention of, preparedness for, timely response to and recovery from Environmental Emergencies that originate on Tsawwassen Lands.</p> <p>Clause 12: Any Party may respond to an Environmental Emergency on Crown land or Tsawwassen Lands or the bodies of water immediately adjacent to Tsawwassen Lands, if the Person with primary responsibility for responding has not responded, or is unable to respond, in a timely manner.</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>Interest 4.2.7 Access: Access to or through reserve land or treaty settlement lands for the purposes of infrastructure and service development, as well as access for emergency and law enforcement services, is critical. Local governments also have specific interests in accessing beaches, foreshores, and parkland which are important for recreational and development purposes.</p>	<p>Yes</p>	<p>Comments: Under the Provincial Ministry of Public Safety and Solicitor General, there is a <i>Provincial Emergency Plan</i> (PEP). During large-scale emergencies, the emergency management structure is activated when a BC community or any significant infrastructure is threatened by an emergency or disaster which may overwhelm a local authority's ability to respond</p> <p>Provincial interest was to maintain 'First Responder' approach to emergencies that occur on Treaty Settlement Lands. The Corporation of Delta is the current first responder for police and fire.</p> <p>Final Agreement provisions are consistent with local government authorities under the <i>Community Charter</i> (Part 2, Division 3) <u>Emergency powers:</u></p> <p>20 (1) If an emergency within the meaning of the Emergency Program Act arises in a municipality, the council has the powers provided under that Act.</p> <p>(2) If another form of emergency arises in a</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

				<p>municipality, the council may declare that the emergency exists and provide for the necessary powers to deal with the emergency.</p> <p>This chapter does not preclude the ability of Tsawwassen Government to participate in regional initiatives such as <i>The Joint Emergency Liaison Committee</i> (JELC). JELC is a partnership between Local Governments in the Lower Mainland and the Province of British Columbia. Using a cooperative model it focuses on cross-jurisdictional emergency planning and preparedness through establishment of task focused working groups. JELC is co-chaired by the City Manager of Vancouver and the Deputy Minister, Ministry of Public Safety and Solicitor General.</p> <p><u>Links to other Chapters/Side Agreements:</u></p> <ul style="list-style-type: none"> • Linked to the Access Chapter, Emergencies and Natural Disasters, clauses 37-39. • Dykes and Flood Protection are specifically addressed in the Access chapter clauses 24 - 25. <p><u>Link to Fiscal Financing Agreement:</u> Emergency preparedness is defined as a federally supported program and service for which Canada has agreed to contribute funding as set out in the Fiscal Financing Agreement.</p> <p><u>Emergency Preparedness</u> TFN will have the same access to emergency preparedness training as is available to other First Nations in the Province of BC, in addition to any other emergency preparedness training under laws of general application.</p> <p>Canada and BC will assist TFN in their</p>
--	--	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
				<p>preparation for emergencies on Tsawwassen Lands in a manner consistent with the assistance given to other First Nations in BC.</p> <p><u>Emergency Response</u> In responding to emergencies other than forest fires, Canada will be responsible for costs associated with a response to emergencies on Treaty Land coordinated by BC, in a manner consistent with the assistance given to other First Nations in BC, provided such costs are not covered by the TFN or recoverable by the TFN from a third party.</p> <p>The eligibility of the TFN for disaster financial assistance under the <i>Emergency Program Act</i>, RSBS 1995, c.111, is not affected by this Agreement.</p> <p>As a Federally supported Local Program and Service the TFN will ensure the provision of the development, implementation, and annual updating of an emergency preparedness and response plan.</p> <p>Link to Governance Chapter clauses 111- 115:</p> <ul style="list-style-type: none"> • Tsawwassen Government has the rights, powers, duties, and obligations and the protections, immunities and limitations in respect of liability of a local authority under Federal and Provincial Law in respect of emergency preparedness and emergency measures on Tsawwassen Lands. • A Federal or Provincial law prevails to the extent of a conflict. • Tsawwassen First Nation may declare a state of local emergency, and exercise the powers of a local authority in respect of local emergencies in accordance with Federal and Provincial laws in respect of emergency

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

				measures, but any declaration and any exercise of those powers is subject to the authority of Canada and BC.
--	--	--	--	--

GOVERNANCE

<p>Tsawwassen First Nation Self-Government</p>	<p>Clause 1: Tsawwassen First Nation has the right to self-government and the authority to make laws, as out in this Agreement.</p> <p>Clause 2: Tsawwassen Government, as provided for under the Tsawwassen Constitution and this Agreement, is the government of Tsawwassen First Nation.</p> <p>Clause 3: The rights, powers, privileges and authorities of Tsawwassen First Nation will be exercised in accordance with Tsawwassen Laws, including the Tsawwassen Constitution, and this Agreement.</p> <p>Clause 5: Tsawwassen First Nation will act through Tsawwassen Government in exercising its rights, powers privileges and authorities, and in carrying out its duties, functions and obligations.</p> <p>Clause 6: Subject to requirements to make laws under this Agreement Tsawwassen First Nation may exercise the law-making authorities set out in this Agreement over time.</p>	<p>Interests 4.1: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of aboriginal peoples in Canada.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p> <p>Comments: Clause 6 states that TFN Government may exercise its authorities over time in recognition of the need to build capacity before exercising some law making authorities.</p>
---	--	---	-------------------	---

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Legal Status and Capacity	<p>Clause 7: Tsawwassen First Nation is a legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:</p> <ul style="list-style-type: none"> a. enter into contracts and agreements; b. acquire and hold property or an interest in property, and sell or otherwise Dispose of that property or interest; 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. 	<p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	Yes	<p>Comments: First Nation self governments are different entities than Indian Band governments under the <i>Indian Act</i>. This new status of First Nation government provides assurance to local governments upon entering into contracts and or agreements.</p>
Tsawwassen Constitution	<p>Clause 8: Tsawwassen First Nation will have a Constitution, consistent with this Agreement, which will provide:</p> <ul style="list-style-type: none"> a. for a democratic Tsawwassen Government, including its duties, composition and membership; b. that Tsawwassen Government will be democratically accountable with elections at least every five years; c. that a majority of members of Tsawwassen Government will be elected; d. that Tsawwassen Government may include elements of 	<p>FP#26: Treaties should contain provisions for accountable, democratically elected governing entities.</p> <p>Interest 4.4.2 Democratic Accountability: While the precise structure of Aboriginal self-government is likely to vary by each community, local governments believe strongly that self-governing First Nations should uphold the principles of democracy and accountability.</p>	Yes	<p>Comment: First Nation elections must be held at least every 5 years; this could differ from municipal elections that occur every 3 years.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	<ul style="list-style-type: none"> e. traditional governance; for the role of advisory bodies in Tsawwassen Government; f. that this Agreement sets out the authority of the Tsawwassen Government to make laws; g. for a system of financial administration with standards comparable to those generally accepted for governments in Canada, through which Tsawwassen Government will be financially accountable to Tsawwassen Members; h. for conflict of interest rules comparable to those generally accepted for governments of similar size in Canada; i. for recognition and protection of rights and freedoms of Tsawwassen Members; j. that every person who is enrolled under this Agreement is entitled to be a Tsawwassen Member; k. for a process for the enactment of laws by Tsawwassen Government; l. for a process for challenging the validity 			
--	--	--	--	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>of laws enacted by Tsawwassen Government;</p> <p>m. that any law enacted by Tsawwassen Government that is inconsistent with the Tsawwassen Constitution is, to the extent of the inconsistency, of no force or effect;</p> <p>n. for the establishment of Tsawwassen Public Institutions;</p> <p>o. for conditions under which Tsawwassen First Nation may Dispose of land or interests in land;</p> <p>p. for a process for the removal from office of members of Tsawwassen Government;</p> <p>q. for a process for the amendment of the Tsawwassen Constitution; and</p> <p>r. for other provisions.</p>			
<p>Appeal and Review of Administrative Decisions</p>	<p>Clause 13: Tsawwassen First Nation will establish processes for appeal or review of administrative decisions made by Tsawwassen Institutions and, if those processes provide for a right of appeal to a court, the Supreme Court of British Columbia has jurisdiction to hear those appeals.</p>	<p>FP#26: Treaties should contain provisions for accountable, democratically elected governing entities.</p>	<p>Yes</p>	<p>Comments: The Supreme Court of British Columbia is an appropriate venue to hear appeals and cases for judicial review.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Participation of Non-Members</p>	<p>Clause 17: Tsawwassen First Nation will provide that Tsawwassen Institutions will Consult with Non-Members in respect of decisions of Tsawwassen Institutions that directly and significantly affect those Non-Members.</p> <p>Clause 18: Tsawwassen First Nation will provide that Non-Members may participate in the decision-making processes of a Tsawwassen Public Institution if the activities of that Tsawwassen Public Institution directly and significantly affect Non-Members.</p> <p>Clause 19: The means of participation under clause 18 will include:</p> <ul style="list-style-type: none"> a. if members of a Tsawwassen Public Institution are elected, an opportunity to vote for and stand election as a member of the Tsawwassen public institution with the ability to participate in discussions and to vote on matters that directly and significantly affect Non-Members; b. if members of a Tsawwassen Public Institution are not elected, at least one member of the Tsawwassen Public Institution will be a Non-Member selected by Non- 	<p>FP#27: Treaties must uphold the principle of “no taxation without representation” for all persons residing on treaty settlement lands. Mechanisms need to be developed to ensure that all persons who are living on treaty settlement lands and who are paying taxes or levies to the First Nation have access and a voice in First Nation governance systems.</p> <p>FP#26: Treaties should contain provisions for accountable, democratically elected governing entities.</p>	<p>Yes</p>	<p>Comment: No specific test has been outlined to determine matters that significantly and directly affect non-members; however we do know this relates to the Taxation chapter and is directly linked to the <i>Real Property Tax Coordination Agreement</i></p> <p>Provincial and Federal mandates require TFN to provide for effective and meaningful participation.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Members with the ability to participate in discussions and to vote on matters that directly and significantly affect Non-Members</p> <p>Clause 22: Tsawwassen Government will provide Non-Members with access to the appeal and review procedures established under clause 13 in respect of activities that directly and significantly affect Non-Members.</p>			
Delegation	<p>Clause 39: Any law-making authority of Tsawwassen Government under this Agreement may be delegated by a Tsawwassen Law to:</p> <ul style="list-style-type: none"> a. a Tsawwassen Public Institution b. another First Nation Government in BC c. a public institution established by one or more First Nation Governments in BC d. BC e. Canada f. a Local Government g. a legal entity as agreed by the Parties <p>if the delegation and the exercise of any law-making authority is in accordance with this Agreement and the Tsawwassen Constitution.</p>	<p>FP#28 Aboriginal self-government provisions must provide for First Nation participation in, or partnerships with, local governments for more effective and efficient delivery of programs and services.</p> <p>FP#33 Treaties must identify regional programs and services (such as, but not limited to, air quality, solid waste management, Regional Growth Strategies and Land and Resource Management Plans) in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with local government</p> <p>This principle recognizes that some programs/ services affect all area residents and that regional delivery enhances economies of scale. This principle also emphasizes the importance of the various interconnections between urban communities in the Lower Mainland area.</p> <p>Interest 4.4.4 Treaties should acknowledge the importance of economies of scale in program and service delivery.</p>	Yes	<p>Comments: Economies of scale may encourage TFN to coordinate service delivery with other First Nations or local governments.</p> <p>The ability of Tsawwassen Government to delegate law-making authority enables Tsawwassen First Nation to enter into agreements with local governments for such things as dyke maintenance.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
		<p>Lower Mainland area treaties, as well as the <i>Local Government Act</i> and <i>Community Charter</i> should encourage the development of new partnerships between First Nations and local governments to work together on implementing cost-effective community programs and services.</p> <p>Treaties should stipulate which mandatory programs, services, and infrastructure must be delivered by First Nation governments or purchased from neighbouring municipalities.</p>		
<p>Tsawwassen First Nation Law- Making Authorities</p>	<p>Clauses 43-127 outline Tsawwassen Law-making authorities with respect to:</p> <p>[Note: * denotes that Tsawwassen Law will prevail in the event of a conflict with Federal Provincial law.]</p> <ul style="list-style-type: none"> • *Tsawwassen Government (i.e. election, administration, management and operation) • *Tsawwassen Membership • *Tsawwassen Assets • *Adoption • *Child Custody • *Child Protection Services • *Education K-12 • Post-Secondary Education and Training • *Aboriginal Healers • Health Services • Social Services • Family Development Services 	<p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p> <p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p> <p>Interest 4.1.2 Consistency: While treaties will be adapted to the specific needs of differing Aboriginal communities, key elements of the agreements- such as taxation, applicability of laws, land use planning requirements, and environmental regulations- should be consistent across all negotiations in the Province.</p> <p>Interest 4.4 Consistency: between First Nation and local government jurisdictions must be a key objective of treaty settlements in urban areas.</p> <p>Interest 4.4.2 Simplify Government: In complex urban regions like the Lower Mainland, there is the potential for multiple overlapping local government and aboriginal authorities. Aboriginal self- government should strive to simplify this</p>	<p>Yes</p>	<p>NOTE: Placement of Authorities The Final Agreement provides for other TFN law-making authorities within particular chapters. For information of the consistency of other law making authorities with LMTAC policy, please refer to the relevant section.</p> <p>The placement of governance authorities was an outstanding issue at the time of AIP. For Final Agreement, Parties agreed to the placement of all governance authorities within the Governance Chapter; a Governance Side-Agreement was not pursued.</p> <p>Comments: In addition to provision and regulation authorities provided elsewhere in the Final Agreement, this section describes TFN law making powers.</p> <p>TFN authorities that are <u>similar</u> to those provided to local government through the <i>Community Charter</i> and <i>Local Government Act</i> are as follows:</p> <ul style="list-style-type: none"> ▪ Government (administration) ▪ Health Services, including Public Health ▪ Liquor Control ▪ Emergency Preparedness ▪ Regulation of Business

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<ul style="list-style-type: none"> • Liquor Control • Solemnization of Marriages • Child Care • Emergency Preparedness • Regulation of Business • Buildings and Structures • Public Works • Traffic, Parking, Transportation and Highways • Public Order, Peace and Safety 	structure, not add to its complexity.		<ul style="list-style-type: none"> ▪ Building and Structures ▪ Public Works ▪ Traffic, Parking, Transportation and Highways (explicitly says authority will only be to same extent as LG) ▪ Public Order, Peace, and Safety ▪ Penalties (summary offences only) ▪ Enforcement of Tsawwassen Laws (TFN may enter into an agreement to provide police services, but in accordance with Provincial law, cannot regulate it. Currently looking to enter an agreement with Delta Police)* <p>TFN law-making authorities that are <u>different</u> from local government are as follows:</p> <ul style="list-style-type: none"> ▪ Tsawwassen membership ▪ Tsawwassen Assets ▪ Adoption ▪ Child Custody (TFN has standing in judicial proceedings) ▪ Child Protection ▪ Education ▪ Post Secondary Education and Training ▪ Aboriginal Healers ▪ Social Services (GVHC member local governments do participate in the <i>provision</i> of affordable housing) ▪ Family Development Services ▪ Solemnization of Marriage ▪ Judicial Proceedings in Respect of Matrimonial Property (TFN has standing in judicial proceedings) ▪ Child Care ▪ Community Correctional Services (no confinement unless a police jail used in accordance with Provincial law) <p>In most cases, local government has no interest to provide or regulate the services listed above.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
				<p>The Governance Chapter clause 23 also stipulates that Tsawwassen Government must provide BC and Canada with six months notice before bringing into effect laws in respect of:</p> <ul style="list-style-type: none"> • Adoption • Child Protection Services • Health Services • Social Services • Child Care Services; or • Kindergarten to Grade 12 Education <p>Although under clause 140 policing is not a Tsawwassen Government law making authority, clause 141 states that “nothing in this agreement prevents TFN from establishing a police force under Provincial Law.</p>
<p>Tsawwassen First Nation and Tsawwassen Government Liability</p>	<p>Clause 163: Tsawwassen First Nation and Tsawwassen Government have the protections, immunities and limitations in respect of liability, remedies over and rights provided to a municipality and its municipal council under Part 7 of the <i>Local Government Act</i>.</p> <p>Clause 164: Subject to the provisions of this Agreement, Tsawwassen First Nation has the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipality under the <i>Occupiers Liability Act</i>, and for greater certainty, has those protections, immunities, limitations in respect of</p>	<p>No related LMTAC First Principle.</p> <p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p> <p>Interest 4.4 Consistency: between First Nation and local government jurisdictions must be a key objective of treaty settlements in urban areas.</p>	<p>N/A</p>	<p>Comments: There is no specific LMTAC First Principle regarding the matter of liability; however it meets a general local government interest to have the structure of First Nation governments parallel that of local government.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

	liability, remedies over, and rights, in respect of a road on Tsawwassen Lands used by the public, or by industrial or resource users, if Tsawwassen First Nation is the occupier of that road.			
--	---	--	--	--

INTERGOVERNMENTAL RELATIONS & SERVICES

<p>Tsawwassen First Nation Membership in the Greater Vancouver Regional District</p>	<p>Clause 1: On the Effective Date and in accordance with this Agreement, Tsawwassen First Nation is a First Nation member of the Greater Vancouver Regional District.</p> <p>Clause 2: Tsawwassen First Nation may participate in Associated Entities and, for greater certainty, as a member of the Greater Vancouver Regional District, may participate in the board of the Greater Vancouver Water District.</p> <p>Clause 3: In accordance with this chapter, Provincial Settlement Legislation will give effect to the participation of</p>	<p>FP#41: Provincial legislation must be provided to enable First Nation participation in regional governance structures. Self governing First Nations should be encouraged to participate in regional governance functions to the greatest extent possible. Any discussions of regional governance models must involve the direct participation of the respective regional district members from the very outset.</p> <p>Interest 4.4.3 Intergovernmental Relations: Self-government arrangements and co-management regimes established in treaties should encourage cross representation. In other words, consideration should be given to non-Aboriginal representatives sitting on First Nation Councils/Boards, and First Nation representatives sitting on local governments Councils/Boards.</p> <p><i>Regional Governance and Governance in the Region, April 2003</i></p>	<p>Yes</p>	<p>Comments: Tsawwassen preferred reference to “member” in lower case; therefore this did not require a new definition and relates to membership on the same basis as other municipalities.</p> <p>The Province also indicated that by not defining “First Nation Member” it enables the relationship between Tsawwassen and the GVRD to develop over time; providing flexibility.</p> <p>Comments: The Province included Clause 2 for greater certainty clause at the request of both GVRD senior staff and the LMTAC Executive to ensure that all legal entities of the GVRD were properly referenced.</p> <p>As defined in the Final Agreement Definitions Chapter, Associated Entities means:</p> <ol style="list-style-type: none"> the Greater Vancouver Water District; the Greater Vancouver Sewerage & Drainage District; the Greater Vancouver Transportation Authority; and the Greater Vancouver Housing Corporation. <p>Comments: LMTAC requested further information from the Province on what the Settlement Legislation will entail. Further, LMTAC is interested to ensure that UBCM and the</p>
---	--	--	-------------------	--

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Tsawwassen First Nation as a First Nation member of the Greater Vancouver Regional District.</p> <p>Clause 4: If needed for the purpose of carrying out its functions, powers, duties and obligations as a member of the Greater Vancouver Regional District or any Associated Entity as provided for in this Agreement, Tsawwassen First Nation will be deemed to have the powers of a municipality necessary for that purpose.</p> <p>Clause 5: At the request of British Columbia or Tsawwassen First Nation, the Parties will review the membership of Tsawwassen First Nation in the Greater Vancouver Regional District and the Associated Entities, ten years after the Effective Date or such earlier date as British Columbia and Tsawwassen First Nation may agree.</p> <p>Clause 6: British Columbia will Consult with Tsawwassen First Nation on any changes to the structure of regional government that directly and significantly affect Tsawwassen First Nation.</p>	<p>Interest 4.4.2 Linkage Between Participation and Responsibilities:</p> <ul style="list-style-type: none"> Should some local government powers be shared with future First Nation governments, First Nations must assume full responsibility for their actions, including coordinating their actions with existing local government, Provincial and Federal agencies. First Nations who become members of a regional district should accept all of the associated responsibilities and costs of membership. <p>FP#40: The Province must continue to involve local government throughout all stages of the B.C. Treaty Process, including Stage 6 Implementation and any post-treaty reviews of treaty-related agreements to ensure that local government participation and consultation does not end with the signing of a Final Agreement.</p>		<p>Ministry of Community Services in actively involved in the drafting process.</p> <p>Comments: The Province included the phrase “functions, powers, duties and obligations” at the request of the LMTAC Executive. This is repeated in clause 8.</p> <p>Comments: The Province indicated that Tsawwassen First Nation must remain within the Greater Vancouver Regional District and cannot ‘opt’ out of participation.</p> <p>Comments: “Consult” or “Consultation” means provision to a party of:</p> <ol style="list-style-type: none"> notice of a matter to be decided; sufficient information in respect of the matter to permit the party to prepare its views on the matter; a reasonable period of time to permit the party to prepare its views on the matter;

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Clause 7: British Columbia will Consult with the Greater Vancouver Regional District on any changes to Tsawwassen First Nation membership in the Greater Vancouver Regional District that are proposed after the Effective Date.</p> <p>Clause 8: On the Effective Date, Tsawwassen First Nation will appoint a director to the board of the Greater Vancouver Regional District and the director will have all the function, power, duties and obligations as a director of the board of the Greater Vancouver Regional District.</p> <p>Clause 9: The director appointed under clause 8 will be an elected member of the Tsawwassen Government.</p>	<p>FP 26: Treaties should contain provisions for accountable, democratically elected governing entities.</p>		<ul style="list-style-type: none"> 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 matters so presented by the party. <p>Consultation with the GVRD on changes to FN relationship allows for the consideration of local government interests, and encourages local government involvement in <i>stage 6, Implementation.</i></p> <p>Provincial consultation on changes to legislation that may impact Tsawwassen’s participation in regional governance structures is consistent with the Provincial obligation to consult local government under the <i>Community Charter</i> (Part 9, Division 1, Provincial-Municipal Relations, Required Consultations, section 276.1b) that states the Minister responsible must consult with representative of the UBCM before the provincial government proposes the amendment or repeal of the <i>Community Charter</i>, the <i>Local Government Act</i> or the <i>Local Government Grants Act</i>.</p> <p>The Province acted on a local government interest to ensure that a Tsawwassen Director was an elected official who was authorized to act.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Services and Authorities</p>	<p>Clause 10: Authorities, regulations and bylaws of the Greater Vancouver Regional District and Associated Entities do not apply on Tsawwassen Lands or Tsawwassen Water Lots except as provided in this Agreement or otherwise agreed to by Tsawwassen First Nation and Greater Vancouver Regional District or Associated Entity.</p> <p>Clause 11: As a member of the Greater Vancouver Regional District, Tsawwassen First Nation will receive and pay for Core Mandatory Regional Services, delivered by the Greater Vancouver Regional District.</p> <p><i>[please refer below for cl. 12]</i></p> <p>Clause 13: All by-laws, regulations and authorities of the Greater Vancouver Regional District in respect of Core Mandatory Regional Services received by Tsawwassen First Nation apply to Tsawwassen First Nation, Tsawwassen Lands and Tsawwassen Water Lots.</p> <p>Clause 14: Tsawwassen First Nation will participate in the Greater Vancouver Transportation Authority including receipt of and</p>	<p>FP 33: Treaties must identify regional programs and services (such as, but not limited to, air quality, solid waste management, <i>Regional Growth Strategies</i> and <i>Land and Resource Management Plans</i>) in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with local government</p> <p>This principle recognizes that some programs/ services affect all area residents and that regional delivery enhances economies of scale. This principle also emphasizes the importance of the various interconnections between urban communities in the Lower Mainland area.</p> <p>FP #24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.</p> <p>FP#29: Standards and regulations (including enforcement provisions) that apply to treaty settlement lands must be at least equivalent to established regional standards set by Federal, Provincial or local governments for issues including, but not limited to: environmental protection, public health, labour, safety, fire protection, building codes, air quality and solid waste.</p> <p>Interest 4.3.1 Environmental Management: There should be consistency in environmental standards and regulations on treaty settlement lands and neighbouring lands.</p> <p>FP#28: Aboriginal self-government provisions must provide for First Nation participation in, or partnerships with, local governments for more effective and efficient delivery of programs and services.</p>	<p>Yes</p>	<p>Comments: Clause 11 is an explicit exception to clause 10 to address both an LMTAC and GVRD interest to ensure that Tsawwassen fully participates in all regional services deemed to be core mandatory services.</p> <p>Given the evolving nature of identifiable Core Mandatory Regional Services, Parties felt it prudent for a treaty to include a general clause rather than list services that may change over time.</p> <p>As defined in the Final Agreement Definitions Chapter, Core Mandatory Regional Services means those services that are core mandatory regional services delivered by the Greater Vancouver Regional District to all members as authorized under provincial legislation, Greater Vancouver Regional District letters patent or a service establishment bylaw adopted by the board of the Greater Vancouver Regional District.</p> <p>Clause 13 works in conjunction with clause 11 to ensure that all regulatory authorities related to core mandatory regional services apply to Treaty Settlement Lands.</p> <p>This was a key interest of both the LMTAC Executive and GVRD senior staff and can be viewed as a significant acknowledgment of local government interests by all Parties.</p> <p>Comments: Given the unique nature of the GVTA levy as a mandatory regional service, Parties felt it important to address as a separate clause.</p> <p>Tsawwassen agrees to pay the GVTA levy and this</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>payment for services on the same basis that a municipality within the Greater Vancouver Regional District would participate in the Greater Vancouver Transportation Authority.</p> <p>Clause 15: Tsawwassen First Nation may negotiate and attempt to reach agreement with the Greater Vancouver Transportation Authority for improved delivery of public transportation services to Tsawwassen Lands.</p> <p>Clause 16: The Greater Vancouver Regional District and Associated Entities, as applicable, and Tsawwassen First Nation, may negotiate and attempt to reach agreement for the provision of local services, other than Core Mandatory Regional Services, through the Greater Vancouver Regional District or Associated Entities and for the application of authorities, regulations and bylaws of the Greater Vancouver Regional District or Associated Entities to Tsawwassen First Nation, Tsawwassen Lands or Tsawwassen Water Lots, as appropriate.</p> <p>Clause 17: For greater certainty, Tsawwassen First</p>	<p>Interest 4.4.3 Intergovernmental Relations: Treaties must recognize and specifically provide for intergovernmental relations between local and First Nation governments, particularly on issues such as education, health, transportation, land use planning, air quality, and zoning which require substantial interaction between various levels of government.</p> <p>Interest 4.2.8: Land Management /Balanced Urban Growth Treaties should include provisions to ensure that, working in coordination with existing local governments, First Nation governments develop official land use, transportation, and strategic plans to define the long-term growth potential of their communities.</p>		<p>is reiterated in the <i>Tsawwassen Real Property Tax Coordination Agreement</i> wherein: <i>“Tsawwassen Government agrees to pay any requisition from a Provincial Taxing Authority having taxing powers in respect of land or improvements, located on Tsawwassen Lands under laws of general application and consistent with provisions of the Intergovernmental Relations & Servicing Chapter of the Final Agreement”.</i></p> <p>Clauses 16-18 enable Tsawwassen First Nation and the GVRD and its associated entities to enter into agreements for optional services; GVRD can require application of its regulations and standards for receipt of services.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>Nation may enter into agreements in respect of the provision of and payment for:</p> <ul style="list-style-type: none"> a. Local Government services on Tsawwassen Lands; b. Tsawwassen First Nation services to Local Government; or c. library services. <p>Clause 18: Tsawwassen First Nation agrees that any contractual service agreement with a Local Government in effect on the Effective Date will remain in effect following Effective Date until such time as it is renegotiated or is terminated under the terms of the agreement.</p> <p>Clause 12: Tsawwassen First Nation will pay to the Greater Vancouver Regional District the amounts requisitioned annually, in the manner set out in section 805 of the <i>Local Government Act</i> , in respect of Core Mandatory Regional Services</p>	<p>FP#35: All existing and future service agreements must be honoured to ensure local governments receive financial contributions from all users of local government programs, services and infrastructure.</p> <p>FP#38: The Provincial <i>Local Government Act</i>, <i>Community Charter</i> and <i>Vancouver Charter</i> must enable local governments to develop flexible taxation and cost-recovery mechanisms when dealing with Aboriginal governments in the post-treaty environment.</p> <p><i>Servicing Interests and Treaty Negotiations - Background Briefing Note to LMTAC First Principle #35: Respect Service Agreements</i></p>		<p>Comments: The Final Agreement sets out cost recovery mechanisms for payment of services by First Nation Governments.</p>
<p>Land Use Planning</p> <p>(Pre-Effective Date)</p>	<p>Clause 19: Provincial Settlement Legislation will provide that Tsawwassen First Nation’s land use plan that is in place at the Effective Date will be deemed to meet the statutory requirements of the <i>Local Government Act</i> for consistency with the regional growth</p>	<p>FP#33: Treaties must identify regional programs and services (such as, but not limited to, air quality, solid waste management, <i>Regional Growth Strategies</i> and <i>Land and Resource Management Plans</i>)in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with local government</p>	<p>No</p>	<p>Comments: <u>Clause 19 applies pre-Effective Date:</u></p> <p>From a local government perspective, clause 19 does not meet our need to ensure that Tsawwassen First Nation develops a land use plan that is compliant with the <i>Regional Growth Strategy</i>; as one-time Provincial Settlement Legislation will deem it to be consistent for the purposes of</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	strategy of the Greater Vancouver Regional District in place at Effective Date.	<p>Interest 4.2.8 Land Management:</p> <ul style="list-style-type: none"> ▪ First Nations should also participate in regional growth management/liveable region strategies; and ▪ First Nations should be full participants in regional planning processes 		<p>Effective Date.</p> <p>This is linked to Tsawwassen’s interest to negotiate long-term water services and the GVWD requirement that land use plans are compliant with the <i>Regional Growth Strategy</i>.</p> <p>The Provincial mandate does not compel Tsawwassen First Nation to be consistent with the <i>Regional Growth Strategy</i> pre- Effective Date on the basis of recent legal findings in the cases of <i>Haida</i> and <i>Taku River</i> regarding consultation and accommodation; as the existing <i>Regional Growth Strategy</i> was established without the active participation of the Tsawwassen First Nation.</p> <p>The Province acknowledges that the GVRD will be undertaking a review of the <i>Regional Growth Strategy</i> and this is likely to conclude post-Effective Date.</p>
<p>Land Use Planning</p> <p>(Post-Effective Date)</p>	<p>Clause 20: A land use plan prepared by Tsawwassen First Nation after the Effective Date will include a statement equivalent to a regional context statement as defined in the <i>Local Government Act</i>, identifying how its land use plan is consistent with any regional growth strategy approved by the Greater Vancouver Regional District with the participation of Tsawwassen First Nation as a member of the Greater Vancouver Regional District.</p> <p>Clause 21: Before Tsawwassen Government makes a planning</p>	<p>FP#33: Treaties must identify regional programs and services (such as, but not limited to, air quality, solid waste management, <i>Regional Growth Strategies</i> and <i>Land and Resource Management Plans</i>) in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with local government</p> <p>Interest 4.2.8 Land Management:</p> <ul style="list-style-type: none"> ▪ First Nations should also participate in regional growth management/liveable region strategies; and ▪ First Nations should be full participants in regional planning processes ▪ First Nations and local governments need to inform each other about their existing planning processes. 	<p>Yes</p>	<p>Comments: <u>Clause 20 applies post-Effective Date</u></p> <p>Post-Effective Date the Tsawwassen First Nation would participate as a member of the GVRD by developing land use plans consistent with the revised <i>Regional Growth Strategy</i> (as Tsawwassen First Nation would have been consulted in this new version).</p> <p>Inclusion of the phrase “equivalent to a regional context statement” is a legal necessity because current legislation does not require First Nations to create OCPs per se but a ‘community plan’ for the same purposes.</p> <p>Tsawwassen First Nation agrees that equivalent is to be interpreted as meeting all the principles to be included within a regional context statement as per</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>or zoning law, Tsawwassen First Nation will consult any Local Government that may be affected by the proposed law through a process similar in principle to that required of a municipality undertaking similar law-making. This requirement does not limit the scope of the authority of Tsawwassen First Nation under this Agreement.</p>	<ul style="list-style-type: none"> ▪ Treaties should provide a mechanism to ensure that planning, land use, growth management, and transportation strategies on Aboriginal settlement lands are compatible with or harmonized with neighbouring local government strategies to ensure that the carrying capacity of the land base is not exceeded and that the appropriate infrastructure and level of services are maintained. 		<p>the <i>Local Government Act</i> and for Tsawwassen Government to identify how its land use plan is consistent with any <i>Regional Growth Strategy</i> prepared by the GVRD with Tsawwassen First Nation’s participation.</p>
<p>Provision of Water</p>	<p>Clause 24: Tsawwassen First Nation will negotiate and attempt to reach agreement with the Greater Vancouver Water District on the construction and capital costs for the infrastructure connection to the source of the water supply from the Greater Vancouver Water District for the provision of water service to Tsawwassen First Nation.</p> <p>Clause 27: The Minister has absolute power and authority to settle the terms and conditions upon which Tsawwassen First Nation is added to the Greater Vancouver Water District.</p>	<p>FP#36: No demand must be placed on local government tax revenues or revenue sources resulting from treaty settlements, particularly on the ability of local government to derive tax revenue from sources such as property taxes, service fees, utility charges and grants-in-lieu from Crown lands. Any revenue loss to local governments arising from treaty settlements must be fully compensated.</p> <p>Interest 4.5.2 Cost Recovery: Where programs, services and/or infrastructure are provided by local government, and are used by and benefit residents outside the tax base for that local government, a mechanism for fair contribution to those services needs to be in place. This is of particular importance to Lower Mainland area local governments since First Nations in urban areas are more likely to rely on the hard and soft services of neighbouring municipalities.</p>	<p>Yes</p>	<p>Comments: Tsawwassen First Nation acknowledges that the costs involved are related to the timing of such upgrades and that this project will be ranked among several regional priorities.</p> <p>Tsawwassen required this provision in order to address a community interest for long-term water services.</p> <p>Comments: The phrase “The Minister has absolute power and authority” is excerpted from existing GVWD legislation.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Dispute Resolution</p>	<p>Clause 28: Tsawwassen First Nation and Local Government may use a dispute resolution process set out in the Dispute Resolution chapter of this Agreement, the <i>Local Government Act</i> or the <i>Community Charter</i> or another process agreed to by the Parties for resolving disputes between Tsawwassen First Nation and Local Government.</p> <p>Clause 29: Despite clause 28, a Local Government may be limited by Provincial Law to specific dispute resolution processes.</p>	<p>FP#30: Treaties should include an effective dispute resolution mechanism that is accessible to local governments, particularly relating to inter-jurisdictional issues such as, but not limited to: planning, land use, natural resources, growth management, stewardship and transportation.</p> <p>Interest 4.4.3 Intergovernmental Relations: Local governments strongly believe that final treaty settlements must include a formalized process of dispute resolution to deal with issues that directly involve local government. Such a forum would have access to both traditional and alternative dispute resolution processes and strive to deal with cross-community issues and impacts as well as treaty rights that apply outside of settlement lands.</p>	<p>Yes</p>	<p>At the request of the LMTAC Executive and GVRD senior staff, this streamlined provision replaces Tsawwassen First Nation’s initial proposal that outlined a very detailed dispute resolution process.</p> <p>Comments: The Province included comfort clause 29 for local governments in recognition that access to dispute resolution mechanisms may be limited and Tsawwassen First Nation will have to work within those parameters.</p> <p>Note: The Final Agreement Dispute Resolution Chapter is only binding upon the three signatory Parties; Tsawwassen First Nation, British Columbia, and Canada. Therefore, a dispute resolution mechanism accessible for situations involving local and First Nation governments is addressed in the Intergovernmental Relations 7 Services Chapter.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

<p>Cash Settlements / Economic Development Economic Development</p>	<p>Clause 1: Subject to clause 4, the Capital Transfer from Canada to Tsawwassen First Nation, including the following funds:</p> <ul style="list-style-type: none"> a. the Economic Development Capital Fund (\$1,055,000) referred to in clause 107 of the Lands chapter; b. the Forest Resources Fund (\$106,000) referred to in clause 6 of the Forest Resources chapter; c. the Commercial Fish Fund (\$1,155,000) referred to in subclause 105.a of the Fisheries chapter; d. the Commercial Crab Fund (\$450,000) referred to in subclause 105.b of the Fisheries chapter; e. the Wildlife Fund (\$50,000) referred to in clause 9 of the Wildlife chapter; and f. the Reconciliation Fund (\$440,000) referred to in clause 30 of the Lands chapter, <p>will be paid in accordance with the Capital Transfer Payment Plan in Schedule 1.</p> <p>Clause 2: The value in 2006 of the Capital Transfer referred to in clause 1 is approximately \$13.9 million.</p>	<p>FP#10: Urban treaty settlements should be composed primarily of cash and other fiscal considerations rather than land, because of scarcity of unencumbered and uncommitted lands in the Lower Mainland area.</p> <p>Interest 4.5.1 Economic Development: Treaty settlements should welcome First Nation economic interests into our local, Provincial, and national economies as full participants, and increase the economic self-sufficiency of aboriginal peoples across the Lower Mainland region. The economic best interests of all local residents, whether aboriginal or non-aboriginal, must be considered.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p> <p>Providing a treaty with a large cash settlement limits the amount of land removed from the local government land base and provides certainty with respect to Official Community Plans, and protects the tax base of local governments. Although some lands are being removed from the jurisdiction of the Corporation of Delta, the Tsawwassen Treaty contains a significantly smaller land package when compared to other Final Agreements in more rural areas.</p> <p>Comment: The Tsawwassen Economic Development Fund, will further Tsawwassen First Nation self-sufficiency, and contribute to the overall economic health of the region.</p>
--	--	---	-------------------	---

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
-------	------------------------------------	--	---------------------------	----------------------

FISCAL RELATIONS				
Tripartite Funding Arrangements	<p>Clause 1: The Parties acknowledge they each have a role in supporting Tsawwassen First Nation, through direct or indirect financial support or through access to public programs and services, as set out in the Fiscal Financing Agreement or provided through other arrangements.</p> <p>Clause 8: Any funding required from the purposes of a Fiscal Financing Agreement, or any other agreement that is reached as a result of negotiations that are required or permitted under any provision of this Agreement and that provided for financial obligations to be assumed by a Party, is subject to the appropriation of funds:</p> <ol style="list-style-type: none"> in the case of Canada, by the Parliament of Canada' in the case of BC, by the Legislative Assembly of BC; and in the case of TFN, by the Tsawwassen Government. 	<p>FP#34: Treaties must recognize the limited fiscal capacity of all levels of government and not impose any cost to Lower Mainland taxpayers, other than their contribution to treaty settlements through the cost-sharing Memorandum of Understanding between the Provincial and Federal Governments. Local government involvement in the B.C treaty process should be financed by the Province of British Columbia.</p> <p>FP#39: Treaties must respect and recognize existing Federal and Provincial fiscal commitments to local governments.</p>	<p>Yes</p>	<p>Language in the Fiscal Relations Chapter constitutes an important commitment for Canada and BC to regularly negotiate fiscal arrangements with Tsawwassen. Under this commitment, Canada and BC will be obliged to negotiate and attempt to reach agreement on funding arrangements and will not be able to unilaterally impose funding terms. The Fiscal Chapter also provided a framework, or set of procedures, under which those negotiations would proceed.</p>
Fiscal Finance Agreement (outside treaty)	<p>Clause 2: Every five years, or other periods as may be agreed, the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement that will:</p> <ol style="list-style-type: none"> set out the Agreed-Upon Programs and Services, including recipient of those 	<p>Interest 4.4.4: Program and Service Delivery</p> <ul style="list-style-type: none"> Treaties should stipulate which mandatory programs, services, and infrastructure must be delivered by First Nation governments or purchased from neighbouring municipalities. Treaties should also articulate a specific mechanism or principles for determining the 	<p>Yes</p>	<p>Tsawwassen will have increased autonomy in making decisions about how programs and services will be provided to its members. Tsawwassen will have primary accountability to its people for these decisions.</p> <p>The <i>Fiscal Finance Agreement</i> (FFA) sets out agreed-upon programs and services, where and to whom they are delivered, the terms and conditions</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	<p>programs and services;</p> <p>b. set out the responsibilities of each of the Parties in respect of the Agreed-Upon Programs and Services;</p> <p>c. set out the funding in respect of Agreed-Upon Programs and Services;</p> <p>d. set out the contribution of Tsawwassen First Nation to the funding of Agreed-Upon Programs and Services from its own source revenues as determined under clause 4 of this chapter;</p> <p>e. set out mechanisms for the transfer of funds to Tsawwassen First Nation from Canada and BC</p> <p>f. set out procedures for:</p> <p>i. Collection and exchange of information</p> <p>ii. Dispute resolution</p> <p>iii. Accountability requirements of TFN</p> <p>iv. Negotiation of inclusion of additional programs and services</p> <p>v. Address exceptional circumstances & emergencies</p> <p>vi. Negotiate subsequent FFAs</p>	<p>fiscal value of local programs and services and use of existing infrastructure. Numerous case studies in Canada and the United States indicate that First Nations and local government often disagree on appropriate costing formulas and valuation techniques</p>		<p>applicable to the Parties and the total funding amount to be provided. Parties will re-negotiate a FFA every 5 years.</p> <p>As part of the FFA, responsibility for delivery of the agreed-upon programs and services would be transferred from Canada and BC to Tsawwassen in return for Canada and BC's commitment to provide funding. Tsawwassen would have flexibility to reallocated funding as long as agreed-upon, basic standards are met.</p> <p>A majority of agreed-upon programs and services are Federal in nature for provision to Indian residents on TSL (as defined under the <i>Indian Act</i>) and include the following</p> <ul style="list-style-type: none"> • Health • Social Development • Education (K-12) • Local Programs and Services that include: <ul style="list-style-type: none"> ○ government functions (exec and leg) ○ economic development services ○ land and environmental management (zoning, development planning, land use planning) ○ fisheries management • establishment of a Fire Department • appointment of enforcement officers • development and implementation of emergency preparedness • physical works (assets) <p>BC provides funding for programs and services to non-Indian residents on TSL. One example is annual funding for the first 7 years after Effective Date for Tsawwassen to hire an intergovernmental relations consultant to assist with implementation of the <i>Intergovernmental Relations & Servicing</i></p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
				chapter. NOTE: Federal Capital Program funding includes capital infrastructure and facilities funding towards the connection and associated distribution of a municipal water connection.
Own Source Revenue	<p>Clause 4: From time to time, the Parties will negotiate and attempt to reach agreement on the own source revenue contribution of Tsawwassen First Nation to the funding of the Agreed-Upon Programs and Services under subclause clause 2.d, taking into account:</p> <ul style="list-style-type: none"> a. the capacity of TFN to generate revenues; b. existing TFN own source revenue arrangements negotiated under this Agreement; c. prevailing fiscal policies on the treatment of First Nation own source revenue in self government fiscal arrangements; d. that own source revenue arrangements should not unreasonably reduce incentives for TFN to generate revenues; e. that the reliance of TFN on fiscal transfers should decrease over time as it becomes more self-sufficient; and f. other matters as agreed by the Parties. 	<p>Interest 4.1: General Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of Aboriginal peoples in Canada.</p> <p>Interest 4.5.1. Economic Development Treaty settlements should welcome First Nation economic interests into our local, Provincial, and national economies as full participants, and increase the economic self-sufficiency of Aboriginal peoples across the Lower Mainland region. The economic best interests of all local residents, whether Aboriginal or non-Aboriginal, must be considered.</p>	Yes	<p>Canada believes that First Nations will require a degree of financial self-reliance to achieve effective self-government. Tsawwassen has indicated that it supports the concept of shared responsibility for funding of programs and services. Canada has proposed an approach that would see Tsawwassen's share of funding for agreed-upon programs and services increase in step with its ability to pay. This 'own source revenue' (OSR) approach is intended to ensure Tsawwassen contributed to the shared funding component of self-government costs while always retaining more than half of its OSR for its own purposes. As a starting point, Canada will commit to provide an annual base "Transfer Floor" amount, regardless of Tsawwassen OSR capacity. Canada proposed that this amount be set at Effective Date and that it be adjusted based on a price index determined at the start of the agreement and applied annually for the term of the agreement.</p> <p>Under Canada's proposed approach, the <i>OSR Agreement</i> will set out how Tsawwassen would contribute a share of its own source revenues to the funding of the agreed-upon programs and services. It details how Tsawwassen's own source revenue would be measured, what revenues are excluded, a basic exemption amount and the inclusion rate, as well as reporting requirements. It also sets out how the shared funding arrangements would be phased over time.</p> <p>Canada and Tsawwassen First Nation</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
				<p>entered into an <i>Own Source Revenue Side-Agreement</i> outside of treaty.</p> <p>Note: Exemptions include the following:</p> <ul style="list-style-type: none"> • Capital transfer payment • disbursements from capital transfer/ Settlement Trust account to TFN members • Other treaty-related funds and trust (i.e. Fisheries Fund, Day Care) • <i>Fiscal Finance Agreement</i> payments • Other Program & Servicing funding • provincial sales and income taxes • Proceeds from sale of Tsawwassen Lands • Charitable contributions • Funds for settlement of specific claims • Funds for settlement of litigation (i.e. Vancouver Port Authority settlement) • Amounts received as compensation for specific losses or damaged to property or assets.
TAXATION				
Direct Taxation	Clause 2: Tsawwassen Government powers provided for in subclause 1.a will not limit the taxation powers of Canada or British Columbia.	FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and local governments.	Yes	Final Agreement is consistent with LMTAC Interests.
Taxation Powers Agreements – as provided by the RPCTA	<p>The Final Agreement enables the Parties to enter into agreements in relation to tax coordination and the imposition of taxes on Persons (i.e. Non-members and Non-Residents) other than Tsawwassen Members on Tsawwassen Lands in order to raise revenue for Tsawwassen purposes.</p> <p>For information on property taxation powers, please refer to the clauses below as excerpted from the <i>Real Property Tax Coordination Agreement (RPTCA)</i>.</p>			

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
Property Tax Regulations	<p><u>Under the RPTCA:</u></p> <p>Clause 2.1.a: the <i>BC Assessment Act</i> and the <i>Assessment Authority Act</i> apply</p> <p>Clause 2.2.c: for each property class within the meaning of the <i>Assessment Act</i>, rates are established on the same basis as a municipality is authorized to establish under Part 7 of the <i>Community Charter</i>.</p> <p>Clause 2.2: Tsawwassen Real Property Taxation Law may exempt from taxation the property enumerated in Division 7 (Permissive Exemptions) of Part 7 of the <i>Community Charter</i> but only with the same requirements, restrictions and obligations as are contained in the provisions in that Division.</p>	<p>FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.</p> <p>FP#31: In the matters of local government, law making authorities granted to First Nations under treaty and related agreements must be consistent with those law making authorities exercised by local government.</p>	Yes	Comments: Tsawwassen First Nation will be subject to the same property tax regulations as local governments.
Provincial Taxing Authorities	<p><u>Under the RPTCA:</u></p> <p>Clause 2.4: Tsawwassen Government agrees to pay any requisition, from a Provincial Taxing Authority having taxing powers in respect of land or improvements located on Tsawwassen Lands, under laws of general application and consistent with the provisions of the Intergovernmental Relations and Services chapter of the Final Agreement.</p>	<p>FP#33: Treaties must identify regional programs and services (such as, but not limited to, air quality, solid waste management, <i>Regional Growth Strategies</i> and <i>Land and Resource Management Plans</i>) in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with local government</p> <p>FP#38: The Provincial <i>Local Government Act</i>, <i>Community Charter</i> and <i>Vancouver Charter</i> must enable local governments to develop flexible taxation and cost-recovery mechanisms when dealing with Aboriginal governments in the post-treaty environment.</p>	Yes	Comments: Clause 2.4 subjects Tsawwassen lands to the taxation powers of provincial taxing authorities such as the GVTA (Translink).

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
<p>Non-Member Representation (non-discriminatory taxation)</p>	<p><u>Under the RPTCA:</u></p> <p>Clause 2.5: Tsawwassen Government can make real property taxation laws if those laws do not have the effect of discriminating, on the basis of Tsawwassen membership, between Tsawwassen Members and Non-Members in the imposition, administration and enforcement of those laws.</p> <p>Clauses 2.6: BC is willing to delegate authority for real property taxation to Tsawwassen Government on the premise that an effective means of representation is provided for Non-Members and Non-Residents in any Tsawwassen Institution that makes decisions relating to taxation matters that directly affect their interests, including the rate of tax, tax exemptions and the expenditures of tax revenues.</p> <p>Clause 2.7: "...at least one member of the Tsawwassen Institution will represent Non-Members and Non-Residents and will have the ability to participate in discussions and vote on taxation matters."</p> <p>Clauses 3.2.b and 3.2.c state that where, in the opinion of the Minister of Finance of BC, a</p>	<p>FP#27: Treaties must uphold the principle of "no taxation without representation" for all persons residing on treaty settlement lands. Mechanisms need to be developed to ensure that all persons who are living on treaty settlement lands* and who are paying taxes or levies to the First Nation have access and a voice in First Nation governance systems.</p> <p>Interest 4.4.2 Democratic Accountability: While the precise structure of aboriginal self-government is likely to vary by each community, local governments believe strongly that self-governing First Nations should uphold the principles of democracy and accountability.</p>	<p>Yes</p>	<p>Final Agreement is consistent with LMTAC Interests.</p>

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
	Tsawwassen Real Property Taxation Law has the effect of discriminating, on the basis of Tsawwassen Membership and does not provide Non-Members and Non-Residents with representation in accordance with this agreement, the Minister shall give notice of his opinion to the Tsawwassen Government and shall specify the amendments and alterations to a Tsawwassen Real Property Taxation Law that the Minister considers necessary.			
Tsawwassen First Nation Government Tax Exemptions	Clause 7: Tsawwassen First Nation is not subject to capital taxation, including real property taxes and taxes on capital or wealth, in respect of the estate or interest of Tsawwassen First Nation in Tsawwassen Lands on which there are no improvements or on which there is a Designated Improvement.	FP#13: Lands received by a First Nation, as part of a treaty settlement and under the jurisdiction of a First Nation government, should be subject to the same provincial and federal legislation that is applicable to local government.	Yes	Comments: Exemptions (statutory and permissive) are intended to be similar to those provided to local government under Part 7 of the <i>Community Charter</i> .
Indian Act Tax Exemption and Transitional Exemption	Clause 16: Section 87 of the <i>Indian Act</i> will have no application to a Tsawwassen Member: a. in respect of Transaction Taxes, as of the first day of the first month following the eighth anniversary of the Effective Date; and b. in respect of all other taxes, as of the first day of the first calendar year starting after the 12th anniversary of the Effective Date.	Interest 4.1 General: Local governments strongly believe that treaties should help to facilitate the deconstruction of the Federal <i>Indian Act</i> and the involvement of the Federal Department of Indian and Northern Affairs (INAC) in the lives of Aboriginal peoples in Canada	Yes	Comments: TFN accepted the 8 and 12 year transitions periods as contemplated at the time of AIP and consistent with the <i>Nisga'a Final Agreement</i> . The <i>Indian Act</i> will not apply post-treaty, except as agreed to for transitional tax provisions.

Topic	Relevant Final Agreement Clause(s)	Related LMTAC First Principles and Interests	Consistent with Interests	LMTAC Staff Comments
AMENDMENT				
General	<p>Clause 1: Any Party may propose an amendment to this Agreement.</p> <p>Clause 2: Before proceeding with an amendment to this Agreement, the Parties will attempt to find other means to address the interests of the Party proposing the amendment.</p> <p>Clause 3: Amendments to this Agreement require the consent of all Parties.</p>	<p>FP#7: Local governments strongly support the need for final treaty settlements to provide certainty with respect to Aboriginal rights and title.</p> <p>Interest 4.2.1 Certainty: For local governments, “certainty” means a desire to settle all First Nation claims without constantly seeking remedies through the courts.</p>	Yes	<p>Comments: A fundamental goal of the treaty is to achieve certainty. Once ratified, a treaty will provide a full and final settlement of all Aboriginal, including title, related to land and resources. The treaty can be amended after it is ratified, but all three parties –Canada, BC and the Tsawwassen First Nation – must be in agreement. There are no provisions in a treaty that allow one party to unilaterally alter the treaty.</p> <p>These amendment provisions provide a balance between the desire for treaty certainty, and the need for flexibility to ensure that the treaty functions on a day-to-day basis.</p>
IMPLEMENTATION				
Implementation Committee	<p>Clause 4: On the Effective Date, the Parties will establish an implementation committee for a 10 year term that may be renewed or extended if the Parties agree.</p> <p>Clause 5: The implementation committee consists of one member from each Party, and additional representatives may participate in meetings to support or assist a member. The Parties will each appoint their first member of the implementation committee on the Effective Date.</p>	<p>FP#40: The Province must continue to involve local government throughout all stages of the B.C. Treaty Process, including Stage 6 Implementation and any post-treaty reviews of treaty-related agreements to ensure that local government participation and consultation does not end with the signing of a Final Agreement.</p>	Yes	<p>Comments: Local governments, as full members of the provincial negotiating team, are interested to participate on the implementation committee on matters that impact the operation and interest of local governments.</p> <p>While TAC groups have yet to receive official confirmation from the Province on the future role of local governments in the implementation phase of Final Agreements, initial discussions between LMTAC and the Minister indicate the Province is supportive of local government participation in implementation.</p>