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To: LMTAC Member Jurisdictions

From: Regan Schlecker, Aboriginal Affairs Analyst
Kirstie Pirie, Manager

Date: October 22, 2003

Subject: **Comparative Analysis of LMTAC Interests with Draft Tsawwassen Agreement in Principle (AIP)**

Recommendation from the LMTAC Board, October 22, 2003: That

- Members receive for information the summary report: *Comparative Analysis of LMTAC Interests with Draft Tsawwassen Agreement in Principle (AIP)*
- Staff be directed to:
 - a) Identify LMTAC First Principles that require Background discussion papers/ workshops
 - b) Identify those LMTAC First Principles that require member review as part of LMTAC's 2003 Workplan Specific Policy Item 3: *Review of the LMTAC First Principles*.
 - c) Direct staff to continue work on LMTAC's 2003 Workplan Specific Policy Item 3: *Review of the LMTAC First Principles*.
- The cover report and accompanying chart be forwarded to the Mayor/Chair of each LMTAC member jurisdiction with a covering letter from LMTAC.

1. PURPOSE

This cover report is intended to provide LMTAC members with a summary of issues that are of particular interest to Lower Mainland local governments in relation to the Draft Agreement in Principle (AIP) signed with the Tsawwassen First Nation. During the negotiations of an AIP at Tsawwassen, LMTAC representatives have attended negotiation meetings and members have provided comments on various draft chapters and raised issues of concern. Therefore, this summary is a compilation of the discussions to date on issues of particular interest to LMTAC and may be used as a tracking tool when monitoring future negotiations of these topics.

This report serves as a summary to the chart titled "Comparative Analysis of LMTAC Interests with Draft Tsawwassen Agreement in Principle (AIP)" that provides an overview of each of the 22 Draft Tsawwassen AIP chapters, focusing on topics of importance to local governments. The chart also provides an assessment of the current status of LMTAC interests, including whether or not an interest has been addressed in the Draft AIP, and if so, has it been addressed in a manner consistent with LMTAC interests.

This summary report and chart are intended to assist LMTAC with long term work planning and funding priorities as it relates to LMTAC preparation for and participation in the next phase of Tsawwassen Final Agreement negotiations. This chart does not complete the review of LMTAC's existing policy positions. The chart does, however, provide useful contextual information for LMTAC members and staff to consider future policy discussions, and should be viewed as a basis for discussion.

2. CONTEXT

2.1 Status of Tsawwassen Treaty Negotiations in the BC Treaty Process:

The Tsawwassen First Nation entered into the BC Treaty Process in December 1993. At a public Main Table meeting on July 28th, 2003, the three Chief Negotiators at the Tsawwassen treaty table announced that the Parties reached a Draft Agreement in Principle (AIP) on July 9th, 2003. The Chief Negotiators have recommended the Draft AIP for approval by each of their respective Principals: the Tsawwassen First Nation and the Federal and Provincial Cabinets.

Four other treaty tables within the province have announced that draft AIPs have been reached: Lheidli T'enneh, Maa-Nulth, Sliammon and Snuneymuxw. At this time, only the Lheidli T'enneh AIP has been ratified by all three Parties, making it the first AIP to be ratified under the BC Treaty Process and effectively moving the table into Final Agreement negotiations.

2.2 Significance of an Agreement in Principle (AIP):

An AIP is not a legally binding document. It represents broad consensus among the three Parties in the language and provisions contained in the document. If approved by the Principals, the AIP will form the basis for negotiating the Final Agreement (stage 5) and a Governance Agreement. The Draft Tsawwassen AIP is a 177-page document that contains 22 Chapters related to lands, cash, resources, culture and related governance provisions. The individual AIP Chapters, and 12-page tripartite summary, are accessible online at the following link:
www.bctreaty.net/nations_2/agreements/Tsawwassen_AIP.pdf.

The Draft Tsawwassen AIP contains provisions at the principle-level and does not contain all the details expected to be found within a Final Agreement. As a result, many issues will require extensive Final Agreement negotiations.

2.3 LMTAC Involvement in Tsawwassen Substantive AIP Treaty Negotiations to Date:

Since Tsawwassen First Nation entered the BC Treaty Process, LMTAC representatives have continued to fulfill their role as members of the Provincial negotiation team at the Tsawwassen table, attending all negotiation meeting and providing the Province with ongoing advice and local government technical expertise. LMTAC representatives have had the opportunity to review each version of draft AIP chapters, both in-camera and public, and have compared provisions in draft chapters with LMTAC First Principles and other stated interests. In addition, Provincial negotiators have attended LMTAC Executive and Board meetings on a monthly basis to provide members with frequent updates, as well as providing LMTAC members with the opportunity to discuss local governments concerns and interests with Provincial representatives on an on-going basis. During these meetings, the Provincial negotiators often outline the ways in which LMTAC interests have been addressed at the negotiation table.

As a result, most of the information contained within the Draft Tsawwassen AIP has already been reviewed and discussed by LMTAC members prior to the release of the complete Draft Tsawwassen AIP on July 28th, 2003.

When the Draft Tsawwassen AIP was announced and provided to the public on July 28th, 2003, LMTAC released a public statement supporting the negotiations to date on the Tsawwassen AIP; while at the same time acknowledging that there are numerous issues that are of importance to local governments that remain to be addressed and/or may be of potential concern to LMTAC. The public statement noted that the Draft Tsawwassen AIP is silent on several issues of concern to local government, notably: governance, land and land use planning. In addition, some of the Draft AIP clauses were not consistent with LMTAC interests related to fisheries. LMTAC has been assured that these issues continue to be identified as priority topics at the Tsawwassen treaty table and that most of these topics will be explored as part of the negotiations towards Final Agreement.

2.4 LMTAC Involvement in Tsawwassen Treaty Negotiations Post-AIP:

Following the new Memorandum of Understanding (MOU) signed in January 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 will continue to participate as a member of the Provincial negotiation team at Tsawwassen and to attend meetings and receive all information. Accordingly, LMTAC representatives expect to be closely involved in all stages of negotiating a Final Agreement.

The Parties have committed to establishing an Intergovernmental Relations Technical Working Group (IGRTWG) as part of a Governance Treaty Related Measure (TRM). LMTAC has been invited to participate in this side table, along with the Corporation of Delta and the Greater Vancouver Regional District (GVRD). It is anticipated that most outstanding issues of key interest to local governments will be addressed during side-table discussions.

3. ANALYSIS COMPONENTS

3.1 Components of the Comparative Analysis

The comparative analysis chart of LMTAC interests with the Draft Tsawwassen AIP contains the following key components (from left to right):

- **Draft TFN AIP Chapter**
- **Topic:** within a particular chapter
- **Draft TFN AIP Clause:** particular clause from the Draft Tsawwassen AIP specific to the topic
- **Related LMTAC Interests:** taken from *Considerations: A Guide to Lower Mainland Area Local Government Interests in Treaty Negotiations, July 2000 edition*, in addition to LMTAC background policy papers and discussion papers. Listing of documents utilized:

Key LMTAC Interest Paper	LMTAC Background Policy Papers	LMTAC Discussion Papers
July 2000 <i>Considerations: A Guide to Lower Mainland Area Local Government Interests in Treaty Negotiations</i> .	September 2002 - <i>Local Government and Urban Aboriginal Issues; Backgrounder to First Principle #32</i>	April 2003 <i>LMTAC Draft Discussion on Regional Governance (Draft #8)</i>
	March 2003 - <i>Background Discussion Paper to LMTAC First Principle #27- Rights of Representation</i>	December 2000 <i>Governance Paper LMTAC-GVRD</i>
	October 2001 - <i>Local Government Fisheries Backgrounder Paper to First Principle #23</i>	October 2000 <i>LMTAC Discussion on First Nation Participation on Regional District Boards</i>
	February 2002 - <i>Dispute Resolution and Land Use: Backgrounder to LMTAC First Principle #30</i>	
	January 2002 - <i>Services, Service Agreements and Treaty Negotiations: Backgrounder to LMTAC First Principle #35</i>	

- **Status:** assessing the status of local government interests according to both the *Principle Level* (consistent, inconsistent or silent) and Tripartite *Discussion Level* (none, low, moderate, high). Please refer to section 3.2 (below) for specific criteria.
- **LMTAC Staff Comments:** discussion of how the Draft TFN AIP Clause compares to LMTAC interests. Also notes actions taken or recommended next steps in order to address issue.

3.2 Assessing the Status of Local Government Interests:


Principle Level:

Consistent: LMTAC interests met.
Inconsistent: LMTAC interests not met.
Silent: The Draft Tsawwassen AIP does not contain any references to this interest.

Tripartite Discussion Level:

None: No discussion to date.
Low: Limited discussion.
Moderate: Discussion in progress.
High: Discussion complete.

The chart reveals several key areas of particular relevance to LMTAC within the Draft Tsawwassen AIP. These topics have been highlighted with gradient shading for ease of reference in the following manner:

Inconsistent: 

Silent: 

Consistent: 

4. DISCUSSION

The attached comparative analysis presents a table comparing clauses within the Draft Tsawwassen AIP 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 governments. The chart reveals several topics within the Draft Tsawwassen AIP on which LMTAC can focus future policy work and research topics.

Overall, provisions within the Draft Tsawwassen AIP related to 31 of the 61 topics were found to be consistent with LMTAC First Principles. Of the 61 topics listed in the comparison chart, 10 were noted as “inconsistent”, 3 as “silent” and 17 as “consistent but requires monitoring”.

General Observations:

- Issues related to land selection, governance and lands access must be addressed together and not in isolation in treaty negotiations. How local government will be affected by the establishment of Treaty Settlement Lands (TSL) has as much to do with what types of jurisdiction, governance and access arrangements will exist on the land as it does with where the lands are located.
- High levels of negotiation activity or discussion on certain topics does not necessarily mean that LMTAC interests have been met.
- At the Agreement in Principle stage, some topics may be consistent with LMTAC interests at the principle-level, however, as the Parties enter into Final Agreement discussions there is the potential for further issues to arise that will require subsequent local government consideration.
- Not all LMTAC interests require attention. For some treaty issues, discussions are essentially complete and the issues have been found to be resolved in a manner consistent with LMTAC interests.
- For issues that the Draft AIP is silent on, most can and should be addressed prior to Final Agreement through the proposed Tsawwassen Intergovernmental Relations Technical Working Group (IGRTWG) side table. In relation to those topics that may be consistent with LMTAC interests on a principle-level, but require extensive discussions, they have been highlighted for monitoring purposes due to the potential for issues of concern to arise.

In light of the above general observations and for the purposes of identifying LMTAC interests requiring specific LMTAC attention, sections of the chart have been highlighted using gradient shades for those treaty topics where local government interests have not been met on a principle level (i.e. inconsistent), where the Draft Tsawwassen AIP does not contain any references to this interest on a principle level (i.e. silent) or where LMTAC interests have been met on a principle-level (i.e. consistent) but for which there has been limited or moderate discussion and potential concerns for LMTAC may arise.

For those issues that are inconsistent with LMTAC interests, members have the opportunity to reiterate concerns to the Province or to reflect on interest statements prior to entering into Final Agreement negotiations.

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

Tripartite Discussion Level	Draft TFN AIP Chapter	Topic
Low	Dispute Resolution	<ul style="list-style-type: none"> • <i>Dispute Resolution Process</i>
	General Provisions	<ul style="list-style-type: none"> • <i>Local Government Participation in BC Treaty Process-Parties</i> • <i>Overlap (Other Aboriginal People)</i>
	Lands	<ul style="list-style-type: none"> • <i>Ownership and Tenure</i> • <i>Additions to Treaty Settlement Lands (Loss of Municipal Tax Base And Jurisdictional Mosaics)</i>
Moderate	Fisheries	<ul style="list-style-type: none"> • <i>Domestic Allocation</i>
	Lands	<ul style="list-style-type: none"> • <i>Tsawwassen Lands</i>
High	Land Management & Use	<ul style="list-style-type: none"> • <i>General: land use jurisdiction over fee simple lands acquired on willing seller-willing buyer basis, for inclusion in settlement package as TSL.</i>
	Lands	<ul style="list-style-type: none"> • <i>Subsurface Resource: Management and Administration</i>
	Taxation	<ul style="list-style-type: none"> • <i>Tax jurisdiction over fee simple land acquired for inclusion as TSL</i>

Topics that the Draft Tsawwassen AIP is **silent** on and no discussion has occurred to date:

Tripartite Discussion Level	Draft TFN AIP Chapter	Topic
None	Environmental Management	<ul style="list-style-type: none"> • <i>Environmental Management- regarding specific relationship between provincial programs and standards, regional district programs & standards and TFN programs & standards</i>
	General Provisions	<ul style="list-style-type: none"> • <i>Local Government Participation in BC Treaty Process- Funding</i>
	Governance	<ul style="list-style-type: none"> • <i>Governance Authorities</i>

Topics found to be **consistent** with LMTAC interests, but require monitoring:

Tripartite Discussion Level	Draft TFN AIP Chapter	Topic
Low	Access	<ul style="list-style-type: none"> • <i>Local Roads</i>
	Culture & Heritage	<ul style="list-style-type: none"> • <i>Discovered Artifacts</i>
	Fisheries	<ul style="list-style-type: none"> • <i>Conservation/ Preservation and Environmental Protection</i> • <i>Socio- Economic Impacts</i> • <i>Coastal and Basin-Wide Management</i> • <i>Commercial Allocation</i>
	General Provisions	<ul style="list-style-type: none"> • <i>Early Implementation (TRM/ IM)</i>
	Governance	<ul style="list-style-type: none"> • <i>Individuals who are not TFN Members</i> • <i>Tsawwassen Government Structure and Election</i> • <i>Intergovernmental Relations</i> • <i>Service Cost-recovery</i> • <i>Participation in Regional Government (RD), and Participation in Regional Growth Management</i>
	Land Management & Use	<ul style="list-style-type: none"> • <i>Power to Make Laws</i>
	Lands	<ul style="list-style-type: none"> • <i>Agricultural Land Reserve (ALR)</i>
	Taxation	<ul style="list-style-type: none"> • <i>Rights of Representation for Non-TFN Members</i>
	Moderate	General Provisions
Governance		<ul style="list-style-type: none"> • <i>Provision of services</i>

5. CONCLUSION

The release of the Draft Tsawwassen AIP has provided LMTAC an opportunity to review the complete document in relation to its own First Principles and interest statements. The Draft Tsawwassen AIP will likely be the first ratified in the Lower Mainland area and marks an opportune time for LMTAC members to reflect on how local government interests fair at this stage in the Tsawwassen negotiations and prior to the release of further AIPs in the Lower Mainland region.

From the analysis undertaken in this report, there are several areas of specific consideration for LMTAC whereby the Draft Tsawwassen AIP contains provisions that are either inconsistent with LMTAC interests or where the Draft AIP is silent on issues of particular relevance to local government and require addressing before a Final Agreement is reached. There are also several issues for which there appears to be consistency at the principle-level, however, due to the limited discussion that has occurred on these topics at this time they have been flagged for future monitoring purposes.

By highlighting topics of particular concern and/or interest to LMTAC, this comparative analysis is intended to assist LMTAC with long term work planning and funding priorities as it relates to LMTAC preparation and participation the next phase of Tsawwassen Final Agreement negotiations. This comparative analysis chart does not complete the review of LMTAC's existing policy positions, however, the chart does provide useful contextual information for LMTAC members and staff to consider future policy discussions and should be viewed as a basis for discussion.

Comparative Analysis: LMTAC Interests with Draft TFN AIP

Last Updated: October 10th, 2003

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
ACCESS	Local Roads	<p>Clause 6: Before the Final Agreement, the Parties will review the ownership and status of Local Roads with the objective of determining whether, as the result of boundary adjustments between the Corp. of Delta and TFN, the ownership and status of Local Roads should be changed.</p> <p>Clause 7: The Final Agreement will outline the process by which BC and TFN will cooperate to implement appropriate boundary adjustments resulting from changes in ownership of roads.</p> <p>Clause 8: Before the Final Agreement, the Parties will address issues in respect of public access on Local Roads.</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 TSL, as well as to privately-held and leased lands on, between or adjacent to TSL for the purposes of, but not limited to, infrastructure development and maintenance.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Road ownership and boundary adjustments have been proposed as potential IGRTWG objectives. This side table has been noted within the AIP Governance chapter section addressing Intergovernmental Relations and is intended to be established following ratification of the AIP. An initial meeting of the IGRTWG participants (invites have been extended to LMTAC, GVRD and Corp. of Delta) in anticipated to occur in early 2004.</p> <p>The GVRD has interests with respect to access to, and maintenance of, an existing GVRD water main. LMTAC to monitor issue through GVRD.</p> <p>The proposed draft Community Charter legislation (now in its 2nd reading) proposes to change legal ownership of roads within a municipality from the Province to the municipality. Treaty negotiations may result in the transfer of such roads directly to TFN at the time of Final Treaty. The Parties must clarify if ownership of roads along the boundary of TFN TSL and Delta will be to the midpoint respectively, or in full.</p>
ACCESS	Dykes and Flood Protection	<p>Clause 14: Before the Final Agreement, the Parties will reach agreement on application of flood hazard management standards for Tsawwassen Lands.</p> <p>Clause 17: For greater certainty, rights of way for maintenance, safety and inspection in favour of the regional dyking authority are identified in Appendix C.</p>	<p>No specific LMTAC First Principle to reference.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	<p>Provincial staff have indicated that the Provincial government will, for reasons of public safety and flood protection, continue to own the dykes (e.g. Boundary Bay Dyke) that they currently own and maintain the ROW in favour of the Dyking Authority (in this case, the Corp. of Delta is the Dyking Authority) currently in place. Responsibility for operation and maintenance (including inspection and emergency response) will continue to be vested in the local authorities, dyking districts and</p>

Comparative Analysis: LMTAC Interests with Draft TFN AIP

Last Updated: October 10th, 2003

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
					municipalities.
ACCESS	Access to Legal Interests	<p>Clause 18: Residents of Tsawwassen Lands and other interest holders on Tsawwassen Lands will continue to have access to their property and ancillary interests including access on Tsawwassen Roads and Local Roads.</p> <p>Clause 19: Access will be provided where reasonably required, to interests and installations identified in the Final Agreement, that are within, contiguous to or in close proximity to Tsawwassen Lands and Local Roads.</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 TSL, as well as to privately-held and leased lands on, between or adjacent to TSL for the purposes of, but not limited to, infrastructure development and maintenance.</p> <p>FP#21 Local Government and private interests in water must be preserved. Interests include, but are not limited to: ground water, aquifers, natural drainage systems, watersheds, reservoirs, water licenses, water lots, shoreline and easement access for servicing, historic rights of water use, purity control standards and water use regulations.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.
ACCESS	Crown Access to Tsawwassen Lands	<p>Clause 20: Employees, agents and contractors of Canada and BC, public utilities, municipal governments, regional governments and peace officers will have access, without requirement to pay fees, to Tsawwassen Lands in order to carry out duties under Federal Law and Provincial Law, respond to emergencies and deliver programs</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 TSL, as well as to privately-held and leased lands on, between or adjacent to TSL for the purposes of, but not limited to, infrastructure development and maintenance.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
		<p>and services, and for other specified purposes as set out in the Final Agreement. The Final Agreement will not put conditions on the access of peace officers, investigators and federal and provincial law enforcement officers carrying out duties under Federal Law and Provincial Law.</p>	<p>FP#21 Local Government and private interests in water must be preserved. Interests include, but are not limited to: ground water, aquifers, natural drainage systems, watersheds, reservoirs, water licenses, water lots, shoreline and easement access for servicing, historic rights of water use, purity control standards and water use regulations.</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>Access to or through reserve land or TSL 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>		
ACCESS	Navigable Waters	<p>Clause 23: Nothing in the Final Agreement will affect the public right of navigation on navigable waters.</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 TSL, as well as to privately-held and leased lands on, between or adjacent to TSL for the purposes of, but not limited to,</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

Comparative Analysis: LMTAC Interests with Draft TFN AIP

Last Updated: October 10th, 2003

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
			<p>infrastructure development and maintenance.</p> <p>Interest 4.2.7 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) an livelihood pursuits (such as farming and fishing).</p>		
CULTURE & HERITAGE	Power to Make Laws	<p>Clause 3: The Final Agreement will provide that TFN will have the power to make laws in respect of: a. TFN culture, heritage and language; b. TFN Artifacts owned by TFN; and c. TFN Artifacts discovered within Tsawwassen Lands after the Effective Date.</p> <p>Clause 4: In the event of a Conflict between a TFN Law made under clause 3 and a Federal Law or Provincial Law, the TFN Law will prevail to the extent of the Conflict.</p>	FP#4 Treaty Settlements must respect the values, heritage, culture and traditions of Aboriginal and non-Aboriginal peoples.	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.
CULTURE & HERITAGE	Discovered Artifacts	<p>Clause 14: After the Effective Date, TFN will own any TFN Artifacts discovered with Tsawwassen Lands.</p> <p>Clause 17: Before the Final Agreement, the Parties will consider the development of provincial, regional or local government understandings regarding the accidental discovery of TFN Artifacts and Ancient Human Remains off TFN Lands.</p>	<p>Interest 4.2.6 Discovered Rights Treaties should set out a process by which First Nations and Lower Mainland area local governments can work together to deal with archaeological artifacts that are discovered in areas away from treaty settlement lands in the post treaty environment.</p> <p>At present, local governments have no capacity to deal with “discovered rights” or to resolve disputes with First Nations over these rights, particularly when First Nations’</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The Parties have not established a process by which First Nations and local government can work together to develop understandings (MOUs or agreements within/outside of treaty) related to discovered artifacts/remains off TSL. The proposed Intergovernmental Relations Technical Working Group is a potential forum to discuss local government and First Nation interests in discovered artifacts.</p> <p>There is an expressed interest on behalf of all Parties, including local governments, to coordinate efforts between local</p>

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
			<p>interests in the lands where the archaeological artifacts were found conflict with existing local government interests.</p>		<p>governments, senior governments and the First Nation to protect/preserve culture and heritage sites and findings off TSL.</p> <p>It is uncertain as to how existing local government interests will be handled if found to be in conflict with discovered TFN rights off TSL and within municipal boundaries.</p>
<p>CULTURE & HERITAGE</p>	<p>Heritage Resources</p>	<p>Clause 19: Before Final Agreement, BC and TFN will negotiate and attempt to reach agreement on a list of identified TFN Heritage Resources on Provincial Crown land, to be protected before or after concluding the Final Agreement through mechanisms to be agreed on, including consideration of the following:</p> <ul style="list-style-type: none"> b. delegated management authority of Heritage Resources to TFN e. other mechanisms as the Parties may agree <p>Clause 21: In negotiating the Final Agreement, the Parties will address the participation of TFN in any provincial public process that may be established from time to time that might reasonably be expected to affect the planning for or management of First Nations' Heritage Resources off TFN Lands and within Tsawwassen Territory.</p> <p>Clause 22: Before the Final Agreement, BC and TFN will identify and review the mechanisms available to facilitate a meaningful role for TFN in:</p> <ul style="list-style-type: none"> a. the discovery and identification 	<p>Interest 4.2.5 Heritage Sites</p> <p>Lower Mainland area local governments support and encourage the protection and preservation of cultural and heritage sites of significance.</p> <p>Local governments support the BC Ministry of Aboriginal Affairs First Nation's Heritage Impact Assessment under the <i>Historical Resources Act</i>.</p> <p>Local governments believe strongly that the heritage of local communities and regions must not be forgotten during the treaty negotiation process. Lower Mainland area communities each have their own unique history and are differentiated by their historical traditions and community activities.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
		<p>of archeological sites;</p> <p>b. the process leading to the designation under Provincial Law of archeological sites; and</p> <p>c. the management of Heritage Resources.</p>			
CULTURE & HERITAGE	Place Names	<p>Clause 25: Before the Final Agreement, the Parties will negotiate a list of geographic features in TFN Territory to be named or renamed with TFN names.</p> <p>Clause 26: Before the Final Agreement, the Parties will negotiate a process to be used after the Effective Date to name or rename other geographic features in TFN Territory with TFN names.</p>	<p>FP#4: Treaty Settlements must respect the values, heritage, culture and traditions of aboriginal and non-aboriginal peoples.</p> <p>FP#37: No one local government should be disproportionately burdened as a result of treaty negotiations.</p> <p>Interests 4.1.1: Shared Values Treaties should seek to uphold values of equality while recognizing the unique social, cultural and constitutional place of First Nations in Canada.</p> <p>Treaties should facilitate understanding and respect between aboriginal and non-aboriginal communities with the goal of creating inclusive and accessible communities for all.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The renaming of geographic features has not yet been discussed at Tsawwassen. Other TAC groups, such as PGTAC, suggested limits be placed on the renaming of geographic features with First Nation names, and suggested that there needs to be a balance between recognizing First Nations heritage and recognizing Canadian heritage in geographic naming.</p> <p>Local governments should be compensated for any responsibility for cost of replacement signage that may be required due to renaming geographic features.</p>
DISPUTE RESOLUTION	Dispute Resolution Process	<p>Clause 3: Unless otherwise provided in the Final Agreement, any dispute that arises between the Parties will progress, until resolved, through the following stages of the dispute resolution process:</p> <p>a. informal discussions;</p> <p>b. formal negotiations;</p> <p>c. mediation or another non-binding process;</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>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Potential topic for the proposed Tsawwassen IGRTWG.</p> <p>The TFN AIP Dispute Resolution chapter exists to resolve disputes between the three Parties to the treaty- TFN, Canada and BC, and is intended to apply to conflicts or disputes regarding the interpretation, application or implementation of the Final Agreement or</p>

TFN AIP Chapter	Topic	TFN AIP Clause	Related LMTAC First Principles	Status	LMTAC Staff Comments
		<p>d. a binding decision-making process either by arbitration, where agreed to in the Final Agreement, or by court proceedings.</p>	<p>Interest 4.2.8 Dispute Resolution Involving Lands: Treaties must include a specific process for dealing with land use designations that are perceived as incompatible by neighbouring communities, whether for environmental, design, safety, or other reasons. In particular, an effective dispute resolution mechanism is needed to address zoning decisions that have transboundary impacts.</p> <p>Dispute resolution on planning issues should include a public hearing process that involves more than merely consultation. Such a process must ensure that Local Governments and First Nation governments work cooperatively as community partners.</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>LMTAC February 2002 Discussion Paper <i>Dispute Resolution Models and lands Use: Background to FP#30</i> addresses local government concerns more fully.</p>		<p>a breach or anticipated breach of the Final Agreement. It does not apply to ancillary agreements (such as a Taxation Treatment Agreement) unless the Parties specifically agree that the Chapter applies. The AIP, however, does not preclude either the incorporation of dispute resolution mechanisms within specific agreements between local and First Nation governments or adoption of the dispute resolution mechanisms within the <i>Local Government Act</i> or <i>Community Charter</i>.</p> <p>As a result, local government involvement is absent from the dispute resolution provisions because they will not be signatories to the Final Agreement. Therefore, it can only be speculated whether local governments would have to rely on the goodwill of the Province to act on its behalf for initiating a resolution for disputes arising between a First Nation and local governments.</p> <p>Currently, no common operating framework for local and First Nation governments exists, such as provided to local governments by the <i>Local Government Act</i> or <i>Community Charter</i>. Without a common operating framework uncertainty will persist.</p> <p>Treaties must allow for dispute resolution provisions to address certainty issues that may arise after the settlement legislation is enacted. Achieving certainty with respect to land use, servicing and resolution of disputes can be the most useful role of the treaty for local governments. In addition, treaty negotiations highlight the need to explore land use co-ordination and related issues</p>

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					because their conclusion will most likely bring increased activity on First Nation lands largely for the purposes of economic development. Therefore, it is crucial to develop mechanisms for resolving land use disputes in an effective and amicable way.
ENVIRONMENTAL MANAGEMENT	Environmental Protection	<p>Clause 1: The Final Agreement will provide for TFN’s participation in provincial environmental processes and in the receipt of referrals on the same basis as local governments participate or receive referrals in respect of the following:</p> <ul style="list-style-type: none"> a. Tsawwassen Lands b. submerged lands under TFN jurisdiction; c. those lands owned by TFN that are not Tsawwassen Lands; and d. that portion of Tsawwassen Territory within the municipal boundaries of the Corporation of Delta. <p>Clause 3: Before the Final Agreement, the Parties will negotiate and attempt to agree on TFN’s participation in federal environmental processes.</p>	<p>FP#16: Clarity and consistency on 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 TSL should meet or exceed established standards set by federal, provincial and local governments for issues including, but not limited to: environmental protection, public health, labour, safety, fire protection, building codes, noise and licensing.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.
ENVIRONMENTAL MANAGEMENT	Environmental Management – Regarding specific relationship between provincial programs &	<p>Clause 4: Before the Final Agreement, the Parties will attempt to reach a common understanding of the application of federal and provincial environmental standards generally, including on Tsawwassen Lands.</p>	<p>Interest 4.3.1 Environmental Management</p> <p>There should be consistency in environmental standards and regulations on treaty settlement lands and neighbouring lands.</p> <p>A central information and</p>	<p>Principle Level: Silent</p> <p>Tripartite Discussion Level: None</p>	In clause #4, The TFN AIP states that “Before the Final Agreement, the Parties will attempt to reach a common understanding of the application of Federal and Provincial environmental standards generally, including Tsawwassen Lands.” However, there is no specific reference to regional

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	standards, regional district programs & standards, and TFN programs & standards		communication body is needed to facilitate dialogue between Local Governments and First Nations on stewardship and environmental 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 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.		<p>environmental standards or requirements (e.g. air quality and liquid waste) within the AIP.</p> <p>The General Provisions chapter states that federal and provincial (i.e., “laws of general application”) and Tsawwassen laws will apply on Tsawwassen lands. Tsawwassen have indicated a desire to apply higher levels of standards than the provincial standards in some fields. At the same time, there may be areas where GVRD is operating at a level different than provincial standards. More detailed information will be required. In treaty negotiations there is a need for regional government environmental standards to be consistently applied across the entire Greater Vancouver region, including treaty settlement lands. Due to the fact that the Parties have yet to reach a common understanding on environmental standards, the issue of regional standards could be raised through the Tsawwassen IGRTWG.</p>
ENVIRONMENTAL MANAGEMENT	Environmental Assessment	<p>Clause 7: The Final Agreement will contain provisions for TFN’s right to participate in the Environmental Assessment processes of a Federal Project or Provincial Project where:</p> <p>a. the Federal project or Provincial Project is located on Tsawwassen Lands; or</p> <p>b. the Federal Project or Provincial Project is located off Tsawwassen Lands but may reasonably be expected to have adverse environmental effects on Tsawwassen Lands or TFN rights as set out in the Final Agreement.</p>	<p>Interest 4.3.1 Environmental Management</p> <p>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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.

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		<p>Clause 9: Despite any decision made by Canada or BC in respect of a Federal Project or Provincial Project, no Federal Project or Provincial Project on Tsawwassen Lands will proceed without the consent of the TFN.</p>			
<p>FISCAL RELATIONS</p>	<p>Fiscal Financing Agreements</p>	<p>Clause 8: In negotiating the first and subsequent TFN fiscal agreement in respect of the agreed-upon programs and services, the Parties will take into account the following:</p> <p>a. the financial resources to support TFN in providing either directly or indirectly, such as through purchase or joint delivery arrangements, the agreed-upon programs and services at levels that are reasonably comparable to the levels of programs and services available in other communities of similar size and circumstances in southwestern BC.</p> <p>e. efficiency and effectiveness in providing the agreed-upon programs and services, including opportunities for economies of scale.</p> <p>Clause 10: The Parties will consider a TRM after the AIP is signed to assist TFN to carry out a study of programs and services and governmental activities that they may wish to provide, including the options and costs to TFN of providing such programs and services and governmental activities.</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#32: Lower Mainland area Local Governments have increasing Aboriginal populations that are not from the traditional territories of Lower Mainland area First Nations as well as Aboriginal populations that will reside off future TSL. Treaties must include mechanisms to ensure that the costs of providing programs and services to these populations do not become the responsibility of Local Government.</p> <p>Interest 4.4.4 Treaties should acknowledge the importance of economies of scale in program and service delivery.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>There are no references for coordinated service and program delivery between TFN and neighbouring local governments. Fiscal arrangements are to be reached between TFN and the senior governments.</p> <p>No specific reference is made to TFN members living off future TSL. However, the chapter references program and service delivery to TFN members, which presumably would not exclude those members residing off future TSL. In the definitions chapter “Tsawwassen Members” refers to an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.</p> <p>Potential TRM may clarify this further.</p>
<p>FISCAL RELATIONS</p>	<p>Tripartite Funding</p>	<p>Clause 4: Any amounts required for the purposes of a fiscal agreement or</p>	<p>FP#34: Treaties must recognize the limited fiscal capacity of all levels of</p>	<p>Principle Level: Consistent</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

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	Arrangements	other funding agreement are subject to appropriations by the Parliament of Canada or the Legislature of BC for those purposes.	<p>government and not impose any cost to Lower Mainland taxpayers, other than their contribution to treaty settlements though the cost-sharing MOU between the Province and Federal Governments.</p> <p>FP#37: No one Local Government should be disproportionately burdened as a result of treaty negotiations.</p> <p>FP#39: Treaties must respect and recognize existing Provincial fiscal commitments to Local Governments.</p>	Tripartite Discussion Level: High	
FISHERIES	Conservation, Preservation and Environmental Protection	<p>Clause 2: The TFN Fishing Right will be subject to measures necessary for conservation, public health or public safety.</p> <p>Clause 7: The Minister will retain the authority for managing and conserving Fish, Aquatic Plants, and Fish Habitat.</p> <p>Clause 9: The Final Agreement will not alter Federal Law or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.</p> <p>Clause 57: TFN may conduct, with the approval of the Minister and in accordance with Federal Law and Provincial Law, enhancement initiatives and stewardship activities in the Tsawwassen Fishing Area.</p> <p>Clause 58: Before the Final Agreement, Canada and TFN will negotiate and attempt to reach agreement on a one-time payment of</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</p>	Principle Level: Consistent Tripartite Discussion Level: Low	<p>The Provincial acknowledgment clause 67 relates to the recently established Federal/Provincial two-member task group to explore fishery arrangements that bring greater certainty for all fishery participants in a post-treaty era. (announced July 29, 2003).</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.

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		<p>up to one million dollars by Canada that will be used for the establishment of a Tsawwassen Fisheries Fund.</p> <p>Clause 67: The Parties acknowledge that BC's agreement to an overall fisheries arrangement at the time of Final Agreement will be dependent on its satisfaction that allocations will be informed by broader regional or watershed allocation decisions; on integrated management arrangements; and that TFN's commercial fisheries to be negotiated under this agreement will have the priority set out in clause 33 (same priority as commercial fisheries in fisheries management decisions made by the Minister).</p>	<p>for Consideration: Conservation, Preservation and Environmental Protection):</p> <p>1. Conservation must not be compromised. Negotiators must understand the impact of all Treaty and TRM requirements before Parties commit to any allocations.</p> <p>2. Stewardship needs to be enhanced and adopted as a common goal by all fisheries groups.</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>To this end, the work of the Joint Task Force was constituted to address these issues co-operatively between Canada and BC and is expected to be constructive in developing approaches that facilitate the achievement of greater certainty for fisheries arrangements in a manner that supports treaty settlements and creates new economic opportunities. Results from this work should be released in early 2004.</p> <p>The Provincial Chief Negotiator at TFN has met with LMTAC to discuss next steps as she envisages them for the Final Agreement negotiations. The Provincial Chief Negotiator expressed a commitment that the LMTAC representative on the team will continue to be part of the team through into Final Agreement negotiations.</p> <p><u>Recent Action:</u> On May 5, 2003, LMTAC hosted a Special Fisheries Meeting. Ongoing discussions with senior governments.</p>
FISHERIES	Socio-Economic Impacts	<p>Clause 10: Before the Final Agreement, the Parties will agree on the right of Tsawwassen Members to Trade and Barter Fish and Aquatic Plants, and TFN's power to make laws in respect of the right.</p> <p>Clause 31: Any TFN commercial</p>	<p>Interest 4.3 Resources and the Natural Environment: In the post- treaty environment, Lower Mainland area natural resources (such as fish) must continue to be managed on a sustainable basis in order to not undermine the economic base of</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The Parties acknowledge in Clause 66 that TFN will conclude a Final Agreement only if its Members are satisfied with the security and type of access, provided in the economic opportunities related to fisheries.</p> <p>In a letter to LMTAC (April 2, 2003)</p>

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		<p>fishery will not be part of the Final Agreement, will not be a treaty or land claims agreement, and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the <i>Constitution Act, 1982</i>.</p> <p>Clause 32: Subject to clause 31, before the Final Agreement the Parties will negotiate and attempt to reach agreement on how the Final Agreement will refer to arrangements for TFN commercial fisheries.</p> <p>Clause 33: TFN commercial fisheries will have the same priority as commercial fisheries in fisheries management decisions made by the Minister.</p> <p>Clause 34: Before the Final Agreement, the Parties may negotiate and attempt to reach agreement on a process to determine any share the Minister may set aside for TFN participation in any new or emerging commercial fisheries authorized by the Minister.</p> <p>Clause 66: The Parties acknowledge that TFN’s concluding a Final Agreement based on the size of Allocations for Domestic Purposes and commercial fishing capacity provided for in this chapter will depend on its satisfaction with the assurances, including security and type of access, provided in the economic opportunities related to fisheries.</p>	<p>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>Minister Plant stated that “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.” The Province further “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.”</p> <p>The TFN AIP is silent on the public consultation process for fisheries, although both Federal and Provincial negotiators have made a commitment to consult interest groups leading up to AIP ratification and during Final Agreement negotiations.</p>
FISHERIES	Coastal and	Clause 44: The Final Agreement will	LMTAC Fisheries Background	Principle Level:	The TFN AIP proposes the establishment

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	Basin –Wide Management	<p>provide that the Parties will establish a Joint Fisheries Committee (JFC) to facilitate cooperative planning of:</p> <ul style="list-style-type: none"> a. TFN fisheries for Domestic Purposes under the Final Agreement; b. TFN enhancement initiatives and stewardship activities; c. TFN fisheries monitoring and enforcement activities; and d. other matters as the Parties may agree. <p>Clause 46: The JFC will be comprised of one member from Canada, one member from BC and one member from TFN, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member’s responsibilities on the JFC.</p> <p>Clause 50: Where a regional fisheries committee is established for aboriginal fisheries in an area which includes all or part of the Tsawwassen Fishing Area, and that committee has responsibilities similar to those of the JFC, any of the Parties may request that some of those responsibilities of the JFC be performed by the regional fisheries committee. No Party may unreasonably withhold their agreement to such a request.</p> <p>Clause 51: The Final Agreement will provide that where Canada and BC, within its management authority, establishes a public fisheries management advisory process for the Fraser River Area, Canada or BC</p>	<p>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>Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>of a Joint Fisheries Committee (JFC) that would include representatives from the three Parties. Local government as part of Provincial team may be included as an “additional representative” to assist.</p> <p><u>Recent Action:</u> LMTAC sent letters to UBCM, Provincial and Federal governments (July 2003) reiterating a key message: ensuring that treaties encompass a basin-wide approach to fisheries. LMTAC has also requested that UBCM follow-up with the work undertaken by LMTAC on fisheries and involve all communities located within the Fraser Basin. UBCM has circulated correspondence to all TAC groups in order to re-assess the priority of fisheries as an interest for all TACs.</p>

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		<p>will Consult with TFN in developing that public fisheries management advisory process and, if appropriate make provisions for TFN participation on the same basis as other First Nations.</p>			
<p>FISHERIES</p>	<p>Domestic Allocation</p>	<p>Clause 1: The Final Agreement will provide that TFN has a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Tsawwassen Fishing Area.</p>	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation (General):</p> <ol style="list-style-type: none"> 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. 2. Any allocation that falls short of predictions cannot be transferred to the next year's allocation and become an ongoing cumulative total. <p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - Treaty):</p> <ol style="list-style-type: none"> 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. 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>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>LMTAC has expressed concern that allocation formulas provided in the AIP are not 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>

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FISHERIES	Commercial Allocation	<p>Clause 27: In order to provide TFN with commercial fishing opportunities, Canada will issue licenses consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licenses will represent a fishing capacity equivalent to 0.78% of Canadian commercial total catch for Fraser River sockeye salmon.</p> <p>Clause 28: In order to provide TFN with commercial fishing opportunities, Canada will issue licenses consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licenses will represent a fishing capacity equivalent to 3.27% of terminal commercial catch of Fraser river chum salmon.</p> <p>Clause 29: In order to provide TFN with commercial fishing opportunities, Canada will issue licenses consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licenses will represent a fishing capacity equivalent to 0.78% of Canadian commercial total catch of Fraser River pink salmon.</p> <p>Clause 30: On the Effective Date, the Parties will establish a fund of one million dollars (\$1,000,000) to enable TFN to increase its commercial fishing capacity.</p>	<p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - General):</p> <p>3. present allocation must be revised to ensure that access for economic opportunities is distributed equitably amongst all fishers, and;</p> <p>4. The Aboriginal fishery should be incorporated into the overall commercial fishery to ensure for consistency, fairness and equity.</p> <p>LMTAC Fisheries Background Paper (Summary of Key Principles for Consideration: Allocation - 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>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Alternatives to “Harvest Agreements” are being considered at the TFN table. Exploring alternatives/options for delivery mechanisms has been proposed for a second Special Fisheries Meeting or senior government consultation meeting with specific interest groups.</p>

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		<p>Clause 31: Any TFN commercial fishery will not be part of the Final Agreement, will not be a treaty or land claims agreement, and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the <i>Constitution Act, 1982</i>.</p> <p>Clause 32: Subject to clause 31, before the Final Agreement, the Parties will negotiate and attempt to reach agreement on how the Final Agreement will refer to arrangements for TFN commercial fisheries.</p> <p>Clause 33: TFN commercial fisheries will have the same priority as commercial fisheries in fisheries management decisions made by the Minister.</p>			
FORESTRY	Power to Make Laws	<p>Clause 2: The Final Agreement will provide for TFN power to make laws in respect of Forest Resources, including management of Forest Resources, on Tsawwassen Lands.</p> <p>Clause 5: TFN will not have the power to make laws in respect of :</p> <ul style="list-style-type: none"> a. timber marking and scaling; b. manufacture or products from Forest Resources in accordance with the <i>Forest Act</i>, on Tsawwassen Lands; or c. the export of Forest Resources harvested from Tsawwassen Lands. <p>Clause 3: Any Tsawwassen Law made under clause 2 will provide for practices and standards that meet or</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#22: Forest land which may come under Aboriginal control must remain and continue to be managed within the existing timber supply areas and Forest Districts to ensure no loss of Annual Allowable Cut (AAC) on the land base.</p> <p>FP#29: Standards and regulations (including enforcement provisions) that apply to TSL should meet or exceed established standards set by</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.

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		<p>exceed those established under Federal Law and Provincial Law for privately held land that is managed for its Forest Resources.</p> <p>Clause 4: In the event of a Conflict between a Tsawwassen Law made under clause 2 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.</p>	<p>federal, provincial and local governments for issues including, but not limited to: environmental protection, public health, labour, safety, fire protection, building codes, noise and licensing.</p> <p>Interest 4.3.5 Forests: Treaties must recognize the importance of conservation and preservation of forested areas, including the recognition of mountain backdrops as visual amenities.</p> <p>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.</p>		

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<p>GENERAL PROVISIONS</p>	<p>Local Government Participation in BC Treaty Process- Parties</p>	<p>Clause 4: The arrangements to be set out in the Final Agreement will reflect a government-to-government relationship between the Parties within the framework of the Constitution of Canada.</p> <p>Clause 11: This AIP will form the basis for concluding a Final Agreement, and as soon as practicable after the approval of this AIP, the Parties will begin to negotiate the Final Agreement.</p> <p>Governance Chapter Clause 34: The Parties will establish an Intergovernmental Relations Technical Working Group and invite participation by local and regional governments.</p>	<p>FP#2: Local government shall be recognized in the treaty process as an independent, responsible and accountable order of government, not as a secondary level or third party interest.</p> <p>FP#5: Tripartite treaty negotiations must be open and provide for meaningful public input throughout the negotiations. The cost of the public process is to be funded as an essential part of treaty-making by the tripartite negotiating parties.</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Low</p>	<p><u>Parties to the BC Treaty Process:</u> In the TFN AIP Chapter 1- Definitions, “Parties” to the AIP means the Tsawwassen First Nation, Canada and British Columbia.</p> <p>The new MOU between UBCM and TNO defines the role of local government representatives as: “members and respected advisors on provincial treaty negotiation teams throughout all stages of the treaty process...Local government representatives will have the opportunity to attend main table, side-table, working group and TRM negotiations...The Provincial government through the TNO will consult, as defined in this agreement, and exchange information on an early and on-going basis with TACs on issues considered important by either the Province or local governments.”</p> <p>The MOU further states “that where possible, local issues will be sent to side tables for direct negotiation between the local government and First Nation.” The TFN AIP Governance Chapter, Clause 34, acknowledges that local governments will be able to participate in such side tables as the Intergovernmental Relations Technical Working Group by invitation of all three Parties.</p>

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				<p>Principle Level: Silent</p> <p>Tripartite Discussion Level: None</p>	<p><u>Funding of Local Government Participation:</u> LMTAC funding needs are not being met by the Province.</p> <p>Specifically, and in regards to TFN negotiations, BC has acknowledged and confirmed several times that LMTAC has provided valuable input and work and is an asset to the BC negotiation team.</p> <p>In addition, the Parties at the TFN Table have indicated that the work to be carried out at the IGRTWG would benefit from LMTAC participation and have, therefore, invited LMTAC to participate.</p> <p>LMTAC has expressed strong interest to undertake discussions with the Province to explore options for funding local government participation in the Lower Mainland area.</p> <p>Although TAC's no longer receive funding from the Province, the Province is willing to explore funding on a case by case basis for specific projects. Each of the Regional District of Nanaimo, the City of Nanaimo, Islands Trust and City of Prince George received significant funding to facilitate their participation in the process.</p> <p><u>Recent Activities:</u> LMTAC distributed two letters to Minister Plant requesting funding by outlining specific contributions made by LMTAC; no funding has been provided. LMTAC also sent a letter to UBCM (July 2003) requesting that UBCM lobby BC for more funding to TACs and joint local government structures.</p>

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GENERAL PROVISIONS	Constitution of Canada	<p>Clause 4: The arrangements to be set out in the Final Agreement will reflect a government-to-government relationship between the Parties within the framework of the Constitution of Canada.</p> <p>Clause 19: The Final Agreement will not alter the Constitution of Canada, including:</p> <ul style="list-style-type: none"> a. the distribution of powers between Canada and BC; b. the identity of Tsawwassen People as aboriginal people of Canada within the meaning of the <i>Constitution Act, 1982</i>; and c. sections 25 and 35 of the <i>Constitution Act, 1982</i>. <p>Clause 20: The Final Agreement will provide that the <i>Canadian Charter of Rights and Freedoms</i> applies to the Tsawwassen Government in respect of all matters within its authority.</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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>
GENERAL PROVISIONS	Relationship of Laws	<p>Clause 22: The Final Agreement will provide that Federal Law, Provincial Law and Tsawwassen Law will apply to TFN, Tsawwassen Government, Tsawwassen Public Institutions, Tsawwassen Members, Tsawwassen Lands and TFN assets.</p> <p>Clause 26: TFN power to make laws will not include:</p> <ul style="list-style-type: none"> a. criminal law; b. criminal procedure 	<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 BC.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>
GENERAL PROVISIONS	Application of <i>Indian Act</i>	<p>Clause 21: After the Effective date, there will be no “Lands reserved for</p>	<p>Interest 4.1 General: Local governments strongly believe</p>	<p>Principle Level: Consistent</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

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		<p>the Indians” within the meaning of the <i>Constitution Act, 1867</i> for TFN, and there will be no “reserves” as defined in the <i>Indian Act</i> for TFN.</p> <p>Clause 35: The Final Agreement will provide that, subject to transitional provisions, the <i>Indian Act</i> will not apply to TFN, Tsawwassen Government or Tsawwassen Members, except for the purpose of determining whether an individual is an “Indian” within the meaning of that Act.</p>	<p>that treaties should help 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>Tripartite Discussion Level: High</p>	
<p>GENERAL PROVISIONS</p>	<p>Certainty and Future Rights</p>	<p>Clause 39: The Final Agreement will be the full and final settlement of any:</p> <ul style="list-style-type: none"> a. Aboriginal Land Right; b. Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement; c. other aboriginal right relating to a matter set out in the Final Agreement; d. right added to the Final Agreement as part of the orderly process described in clause 48. <p>Clause 41: For greater certainty, the Final Agreement will provide that the rights and authorities set out in a governance agreement are not rights modified in the Final Agreement.</p> <p>Clause 48: Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that TFN wishes to exercise that are not rights addressed in a governance agreement or modified into a right set out in the</p>	<p>FP#7: Local Governments strongly support the need for certain and final definitions of Treaty rights. Treaties should provide a clear and exhaustive definition of powers that First Nations governments may exercise.</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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>Awaiting UBCM legal review of Provincial approach to certainty mechanisms in recent AIPs.</p> <p>Local governments are interested that treaty negotiations lead to agreements with First Nations that are certain and final. Lack of certainty with respect to the application of Aboriginal rights and title to land and resources in BC impedes a strong investment environment which all BC communities rely.</p> <p>TFN Final Agreement is expected to include backup legal technique for additional certainty.</p> <p>The TFN AIP does not contain clear provisions on TFN governance jurisdiction as these discussions have been postponed until Final Agreement negotiations.</p> <p>UBCM Policy Digest Paper #1 <i>Local Government Treaty Related Interests in Achieving Certainty and Finality in Treaties</i> suggests the following:</p>

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		<p>Final Agreement.</p> <p>Clause 49: Before the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.</p>			<p><u>Legal Mechanism for providing certainty:</u> Without a legal technique that provides clarity on Aboriginal rights, powers and jurisdiction to the greatest extent possible, the treaty has limited value.</p> <p>Other treaty provisions important to the achievement of certainty relate to “overlap” (or how rights of other Aboriginal people are reconciled), consultation and dispute resolution.</p> <p>The modification technique does resemble the partial surrender model recommended by UBCM. UBCM is proceeding with a legal analysis of the modification technique and specific implications for local government (TFN AIP uses the modification technique).</p> <p>Self-government rights are not rights modified in the Final Agreement, recognizing that self-government may be a dynamic, evolving form of government as it is for local governments.</p> <p><u>Clarity of Rights and Responsibilities:</u> Local governments need clarity in jurisdictional arrangements with First Nations with respect to land and provision of services.</p> <p>Treaties need to ensure that in relation to each subject area addressed in a treaty (eg. Chapters on lands, access, resources, governance, fiscal relations, taxation, dispute resolution) the language is clear and precise.</p>
<p>GENERAL PROVISIONS</p>	<p>Other Aboriginal People (Overlap)</p>	<p>Clause 52: If a court determined that a provision of the Final Agreement adversely affects an aboriginal or treaty right of another aboriginal</p>	<p>FP#6: AIP shall not be complete until all conflicting land, water and resource issues (of those Aboriginal peoples who qualify under the BC</p>	<p>Principle Level: Inconsistent Tripartite</p>	<p>The issue of overlap remains an unresolved issue as the Parties enter into stage 5 Final Agreement negotiations. However, the province has stated that it</p>

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		<p>group, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace that provision.</p> <p>Clause 53: The Final Agreement will set out provisions for negotiating appropriate remedies for TFN where TFN's rights under the Final Agreement are adversely affected by a future treaty with another aboriginal group.</p>	<p>Treaty Process) have been resolved. AIP shall include the details of the overlap resolution agreement.</p> <p>Interest 4.2.1 Certainty: 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.</p> <p>Stage 4 AIPs should not be signed until overlap issues are resolved. Early resolution would serve to eliminate uncertainties related to land selection and streamline the negotiation process.</p>	<p>Discussion Level: Low</p>	<p>will not agree to a Treaty Settlement Land package that includes land subject to an overlap dispute, unless an accord has been reached among the First Nations concerned.</p> <p>The issue of overlap with other Aboriginal people is noted in the following Draft Tsawwassen AIP Chapters: Culture and Heritage; Forestry; Parks, Protected Areas and Gathering; and Wildlife.</p> <p>UBCM Policy Digest Paper #1 <i>Local Government Treaty Related Interests in Achieving Certainty and Finality in Treaties</i> suggests that if a treaty effectively recognizes aboriginal rights to an area, instead of a surrender of those rights as the legal method of achieving certainty, then it will be more critical than ever to resolve overlapping claims prior to Final Agreement, to avoid having more than one First Nation with recognized but undefined aboriginal rights to the same territory.</p>
<p>GENERAL PROVISIONS</p>	<p>Early Implementation (TRMs)</p>	<p>Clause 60: Before the Effective Date, the Parties will explore the use of TRMs or other agreements to provide TFN with early access to benefits to be provided under the Final Agreement.</p>	<p>Interest 4.1.4 interim Measures/TRMs: In the absence of clear criteria, commonly accepted definitions, and an acceptable consultation process between line ministries and local government, interim measures or related agreements outside of the established treaty process should be discontinued until a new process is developed that is linked to treaty negotiations and includes the direct involvement of local governments.</p> <p>Interim or related measures are</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Local governments must be able to participate in the negotiation of all Treaty Related Measures (TRMs) and receive status updates and notification of agreements reached. The TFN AIP refers to 3 potential TRMs to assist with Final Agreement negotiations, including:</p> <ul style="list-style-type: none"> • <i>Culture and Heritage:</i> to assist TFN's review of artifacts and archival records, if any, held by the Canadian Museum of Civilization, Parks Canada and the Royal BC Museum, to facilitate identification of potential Tsawwassen artifacts.

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			<p>inextricably linked to final treaty settlements because they set a baseline of expectations in treaty negotiations. Interim measures are frequently negotiated without the same openness and consultation required under the BCTC process. This creates situations in which stakeholder and public interests can be bypassed.</p>		<ul style="list-style-type: none"> • <i>Governance</i>: to support development of intergovernmental relationships, and options and issues concerning membership on the GVRD. • <i>Fiscal Relations</i>: to assist TFN to carry out a study of programs and services and governmental activities that they may wish to provide. <p>As per the MOU between UBCM and the TNO, section related to “Negotiation of Other Agreements”, the TNO will provide local governments, directly or through UBCM, with “current lists of Agreements with First Nations concluded and under negotiation”, updated on a regular basis.</p> <p>LMTAC has not received an updated listing of agreements between Provincial line ministries and First Nations in almost one year. These lists allow neighbouring local governments an opportunity to learn about upcoming and ongoing agreements that may affect them in the early stages of the agreement.</p> <p><u>Recent Action</u>: LMTAC has indicated in a letter to UBCM (July 2003) that it strongly supports the work undertaken by UBCM to request that the Province carry out its responsibilities within the MOU related to “Negotiation of Other Agreements”.</p>

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GOVERNANCE	Governance Authorities	<p>Clause 13: The Parties will negotiate and attempt to reach agreement on the nature and scope of each TFN power to make laws to be set out in the Final Agreement or in a governance agreement, including to whom Tsawwassen Law applies, and where and when Tsawwassen Law applies. As soon as reasonably practical after concluding this AIP, the Parties will begin these negotiations.</p> <p>Clause 15: A Governance Agreement would not be part of the Final Agreement and would not be a treaty or a land claims agreement.</p>	<p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and Local Governments.</p> <p>FP#31: Local governments must be provided the opportunity to access local government-related powers, defined by Provincial legislation also available to First Nations in the post-treaty environment.</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 structure, not add to its complexity.</p>	<p>Principle Level: Silent</p> <p>Tripartite Discussion Level: Low</p>	<p>The Provincial Chief Negotiator stated in a letter to LMTAC (March 19, 2003) that the IGRTWG will not be tasked with negotiating governance authorities.</p> <p>LMTAC is interested in ensuring that there is parity between local government and First Nation government (in legal status and capacity) when dealing with the Provincial government.</p> <p>TFN AIP lacks detail regarding the type of governance that the treaties or separate governance agreements will encompass. The characteristics of these governance agreements are of great importance to, and at the core of daily business of local government.</p> <p>UBCM Policy Digest Paper #1 <i>Local Government Treaty Related Interests in Achieving Certainty and Finality in Treaties</i> suggests the following: To the extent that jurisdictional powers are recognized in the treaty, there must be certainty of the scope of these powers within the current Canadian legal framework. For topics where certainty is not achievable or dynamic rights are evolving, government should consider using agreements that are not constitutionally protected. When certainty affects the legislative authority of local government, local governments should participate in the process of establishing the level of certainty required.</p> <p><u>Recent Action:</u> LMTAC has completed Draft #8 of its <i>Regional Governance and Governance in the Region Discussion</i></p>

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					paper, along with two workshops to discuss regional governance with Regional District members. LMTAC anticipates hosting a Regional Government workshop with broader participation in early 2004 to help address these issues as they relate to the urban, Lower Mainland context.
GOVERNANCE	Individuals who are not TFN Members	<p>Clause 25: The Final Agreement or a governance agreement will provide opportunities or processes for participation by individuals who are not TFN Members, but who reside on or have property interests in Tsawwassen Lands, in decisions of Tsawwassen Government and Tsawwassen Public Institutions that affect them.</p> <p>Clause 26: The Final Agreement or a governance agreement will provide that Tsawwassen Government will provide that individuals who are not TFN Members, but reside on or have a property interest in Tsawwassen Lands, will have access to the appeal and review procedures, in decisions of Tsawwassen Government and Tsawwassen Public Institutions that affect them.</p>	FP#27: Treaties must uphold the principle of “no taxation without representation” for all persons residing on TSL. Mechanisms need to be developed to ensure that all persons who are living on TSL and who are paying taxes or levies to the First Nation have access and a voice in First Nation governance systems.	Principle Level: Consistent Tripartite Discussion Level: Low	LMTAC Background Policy Paper to First Principle #27: <i>Rights of Representation</i> indicates that research in the area suggests, post-treaty, land development will lead to a larger number of non-members living on TSL. The paper notes that residents on future TSL will not have the opportunity to vote in municipal elections. It is the interest of local government to secure the representation rights of these non-member residents prior to the time that jurisdiction is transferred.
GOVERNANCE	Transitional Provisions	Clause 28: By operation of the Final Agreement, on the Effective Date Tsawwassen Lands will not be within the boundaries of the Corporation of Delta.	Interest 4.2.4 Treaty Settlement Lands: Local governments need adequate time to accommodate changes to land status, hence the reason why local governments must be directly involved in developing the process to guide land transfers to First Nations.	Principle Level: Consistent Tripartite Discussion Level: Low	Local governments will be provided the opportunity to participate in the IGRTWG side table, as well as, participate as a member of the Provincial negotiation team in the tripartite Implementation Working Group during Final Agreement negotiations and the Implementation Committee to be established post-treaty.

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GOVERNANCE	Tsawwassen Constitution	<p>Clause 5: TFN will have a Tsawwassen Constitution, consistent with the Final Agreement, which will provide:</p> <p>a. for a democratic Tsawwassen Government, including its duties, composition, and membership.</p> <p>b. that Tsawwassen Government will be democratically accountable with elections at least every five years.</p> <p>c. for financial administration comparable to standards generally accepted for governments in Canada.</p> <p>d. for conflict of interest rules comparable to those generally acceptable for governments in Canada.</p> <p>e. for recognition and protection of rights and freedoms of Tsawwassen Members.</p> <p>k. for the establishment of Tsawwassen Public Institutions;...</p>	<p>FP#26: Aboriginal self-government should uphold the principles of democracy and accountability.</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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	Draft Tsawwassen AIP is Consistent with LMTAC interests.
GOVERNANCE	Tsawwassen Government Structure and Election	<p>Clause 7: Tsawwassen Government will consist of elected members as set out in the Tsawwassen Constitution and may reflect traditional forms of TFN governance.</p>	<p>FP#26: Aboriginal self- government should uphold the principles of democracy and accountability.</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>Interest 4.4.2 Simplify Government: In complex urban regions like the Lower Mainland, there is the</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	The TFN AIP does not specify the ‘model’ of government, however, it does expressly state that the Tsawwassen Constitution will provide for a democratic and accountable form of government.

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			potential for multiple overlapping Local Government and Aboriginal authorities. Aboriginal government should strive to simplify this structure, not add to its complexity.		
GOVERNANCE	Liability and Immunity	Clause 9: The Final Agreement will include provisions to address the scope of immunity and liability of TFN, Tsawwassen Government, elected members of the Tsawwassen Government, and Tsawwassen public officers. Where appropriate, the scope of immunity and liability will be similar to that provided for municipalities under Provincial Law.	FP#31: Local Governments must be provided the opportunity to access Local Government- related powers, as defined by Provincial legislation, also available to First Nations in the post-treaty environment.	Principle Level: Consistent Tripartite Discussion Level: Low	No specific LMTAC First Principle to reference on issue of liability and immunity.
GOVERNANCE	Inter-governmental Relations	Clause 34: The Parties will establish an Intergovernmental Relations Technical Working Group and invite participation by local and regional governments. Clause 35: Before the Final Agreement, the Parties will use the IGRTWG to address technical issues, including: a. the transition of Tsawwassen Reserve and provincial Crown land to Tsawwassen Lands under TFN governance; b. applicable contractual and statutory relationships between neighbouring and regional governments; c. options and their implications for participation of TFN in regional government; d. transitional boundary adjustments;	FP#1: Treaty agreements in other regions of the Province should not be used as a precedent or template for urban treaty settlements. Provisions in Lower Mainland area treaties should reflect the complex realities of the urban environment specific to each treaty. FP#2: Local government shall be recognized in the treaty process as an independent, responsible and accountable order of government, not as a secondary level or third party interest. FP#8: LMTAC is the voice of Lower Mainland area local governments on all issues relating to the treaty process. FP#9: LMTAC's First Principles will be applied to all Lower	Principle Level: Consistent Tripartite Discussion Level: Low	The Draft TFN AIP is not clear and does not provide any certainty on the post-treaty intergovernmental relationships between local governments and the TFN. The AIP states that the negotiating Parties will establish an Intergovernmental Relations Technical Working Group (IGRTWG) side table and invite participation from local and regional governments to address technical issues, including intergovernmental agreements and options and issues concerning membership in the GVRD. The LMTAC Board has endorsed Table Representative and staff participation on the proposed IGRTWG. The Provincial Chief Negotiator stated in a letter to LMTAC (March 19, 2003) that the IGRTWG will not be tasked with negotiating governance authorities. LMTAC has been invited to participate in

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		<p>impacts on roads; f. post treaty servicing; and g. intergovernmental agreements.</p> <p>Clause 36: The Parties will initiate a TRM to support development of intergovernmental relationships, and options and issues concerning membership on the GVRD.</p>	<p>Mainland area treaty agreements.</p>		<p>the IGRTWG along with the GVRD and Corporation of Delta. Individual municipalities are invited to speak to technical issues specific to their jurisdiction, whereas LMTAC has a regional perspective.</p> <p>GVRD has indicated that its interests and concerns can be addressed through the proposed IGRTWG.</p> <p>Parties to the IGRTWG must understand that some issues deemed “technical” in nature may also be “political” in nature, thus decisions will require the approval of respective local government boards or councils (i.e. GVRD Board, LMTAC Full Board, municipal councils).</p> <p>It should be made clear to the IGRTWG that the topic of regional government membership cannot preclude current discussion involving LMTAC and its three regional district members involved with the <i>Regional Governance and Governance in the Region</i> (Draft 8) discussion paper.</p> <p>Issues of concern to local governments include, but are not limited to: provisions to deal with the loss of municipal tax base; commitments to ensure treaty settlements will be cost-neutral to local governments; regional district membership and funding relationships; and the creation of jurisdictional mosaics.</p> <p>For greater certainty, local governments are interested to have issues of importance clarified within treaties and assurance that agreements or understandings reached between local</p>

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					<p>governments and First Nations <u>prior to Final Agreement</u> in these side-tables will be seriously considered by both Federal and Provincial governments. It is not appropriate to expect technical land interests and the resolution of historic inaccuracies (e.g. road dedications), to be left for future resolution post- treaty. These are interests local governments require protection of by Final Agreement.</p> <p>UBCM Policy Digest paper #2 <i>Local Government Treaty Related Interests In Land</i> suggests that: Senior governments should recognize that aspects of the local government/ First Nation relationship may require definition in a chapter of the treaty itself, with the direct involvement of local governments and First Nations in its development.</p> <p><u>Recommended:</u> A coordinated approach to local government involvement in the IGRTWG is necessary.</p>
GOVERNANCE	Provision of Services	<p>Clause 29: The Parties acknowledge that access to services is a vital issues for any self-governing community, and that this is a critical issue for TFN that must be resolved before the Final Agreement.</p> <p>Clause 32: Between AIP and Final Agreement, the Parties will discuss provisions of such services on or to Tsawwassen Lands and options for delivery of such services, including: a. contracting for services on a business basis; b. participation in the GVRD c. self-servicing, such as municipal-type authorities regarding water</p>	<p>FP#33: Treaties must identify regional programs and services (such as but not limited to, air quality, solid waste management and Regional Growth Strategies) in which First Nations must participate, either through direct involvement in the existing program/service or indirectly through a contract with Local Governments.</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</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>Local governments need clarity in jurisdictional arrangements with First Nations with respect to lands and provision of services. As with intergovernmental relationships, the TFN AIP promotes the idea of an IGRTWG side table, involving LMTAC, as well as local, First Nation and senior government representatives, as a means for addressing issues related to utility service extensions between the stages of AIP and Final Agreement. The purpose of these meetings will be to discuss technical issues such as roads, servicing and transitional arrangements.</p> <p>At the treaty table, TFN has expressed an</p>

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		<p>supply and</p> <p>d. access to programs of general application through the payment of provincial taxes or through intergovernmental agreements.</p> <p>Clause 33: By the Final Agreement, BC is committed to ensuring that servicing arrangements will be in place:</p> <p>a. that address the interests of both TFN and local government participants; and</p> <p>b. that have the attributes set out in clauses 30, 31, 32.</p>	<p>services.</p> <p>Interest 4.4.4 Program and Service Delivery: states that treaties must stipulate services to be purchased from local governments</p> <p>FP#21: Local Government and private interests in water must be preserved. Interests include, but are not limited to: ground water, aquifers, natural drainage systems, watersheds, reservoirs, water licenses, water lots, shoreline and easement access for servicing, historic rights of water use, purity control standards and water use regulations.</p> <p>Interest 4.3.4 Water: Treaties must ensure adequate protection for the purity of water sources and aquifers. Existing local government water licenses and existing infrastructure to service Lower Mainland area watersheds should not be subject to treaty negotiations. Local Governments in the Lower Mainland want reassurance of the continued use of water flowing from Crown Land, and that in the process of dealing with water resource issues, no economic hardship should result to existing property owners.</p>		<p>interest in having Constitutionally–protected provision of services to the First Nation and has indicated that a Final Treaty will not be signed if servicing is not provided to the First Nation. The province has resisted this request and countered with an alternative that would see servicing arrangements that are similar to business-like contracts.</p> <p>The Province, by way of provisions within the AIP, is committed to ensure that by the Final Agreement (usually two years after an AIP), servicing arrangements for TFN will be in place. As a member of LMTAC, the GVRD’s utility servicing policy must not be compromised during the IGRTWG discussions.</p>
GOVERNANCE	Service Cost-Recovery	Clause 30: The Parties acknowledge that it is a priority for TFN to have access to services on or to Tsawwassen Lands, such as water, sewer, fire protection and police	FP#35: All existing and future servicing agreements must be respected to ensure local governments receive financial contributions from all users of local	Principle Level: Consistent Tripartite Discussion	The AIP speaks to the interests of TFN to participate as a member of the GVRD, however, the funding arrangements have not been specified. It is uncertain if senior levels of government would

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		<p>protection on reasonable terms, including, for example:</p> <p>a. TFN paying a reasonable fee or charge for such service, subject to alternative payment or taxation arrangements for such services; and</p> <p>b. TFN complying with the requirements of the service provider which are reasonable and necessarily related to the service to be provided.</p> <p>Clause 31: The Parties acknowledge and agree on the desirability of constructive, fair and predictable arrangement for the delivery of services on or to Tsawwassen Lands.</p>	<p>government programs, services and infrastructure.</p> <p>FP#38: The Provincial <i>Municipal Act</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>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>Level: Low</p>	<p>continue to provide funding for TFN participation. It is the expectation of local governments that the cost of participation in regional services would be covered through funds levied directly upon the recipients of the services, as is the case with local government, and not from grants from senior levels of government.</p> <p>The specifics for establishing TFN participation in regional service delivery will require substantive discussions between the TFN and the GVRD. As a principle, participation will carry the full obligation of fair sharing of infrastructure and administrative costs and of the costs of any services provided to TFN or TFN TSL.</p>
<p>GOVERNANCE</p>	<p>Participation in Regional Government (Regional District)</p>	<p>Clause 32: Between AIP and Final Agreement, the Parties will discuss provisions of such services on or to Tsawwassen Lands and options for delivery of such services, including:</p> <p>b. participation in the GVRD</p> <p>Clause 35: Before the Final Agreement, the Parties will use the IGRTWG to address technical issues, including:</p> <p>c. options and their implications for participation of TFN in regional government;</p>	<p>No FP specific; but underlying</p> <p>Interest 4.2.8 Land Management Coordinated Planning: 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 long-term growth potential for their communities.</p> <p>Treaties should provide a mechanism to ensure that planning, land use,</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>In regards to the expressed interest of local governments for a “level playing field”, BC negotiators referred LMTAC to the Snuneymuxw treaty table, where the Federal and Provincial governments funded a Governance TRM that will bring the Snuneymuxw First Nation (SFN) in as a participant in the Regional District of Nanaimo (RDN).</p> <p>The TRM sets out aspects of the relationship between the SFN and RDN as they relate to principles on the level of harmonization within the regional context, land use planning and various</p>

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		<p>Clause 36: The Parties will initiate a TRM to support development of intergovernmental relationships, and options and issues concerning membership on the GVRD.</p>	<p>growth management and transportation strategies on TSL 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> <p>First Nations should be full participants in regional planning processes.</p> <p>Interest 4.4.3 Intergovernmental Relations favours integration in some fashion: 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.</p> <p>First Nations who become members of a regional district should accept all of the associated responsibilities and costs of membership.</p> <p>LMTAC Draft #8 Discussion Paper on <i>Regional Governance and Governance in the Region</i> presents options to consider</p>		<p>forms of participation.</p> <p>With respect to land use planning, the following principles are included in the Snuneymuxw TRM:</p> <ul style="list-style-type: none"> • The SFN will exercise its land use planning jurisdiction over TSL in a manner consistent with the agreed upon RDN growth management strategy. • provides a statement of objectives and policies to guide decisions on planning and land use management. • “Regional Context Statement” that identifies the relationship between the SFN OCP and the content of the RDN growth management strategy. <p>SFN will work with RDN collaboratively to resolve inconsistency between the SFN OCP and the RDN growth management strategy.</p> <p>Local Governments identified the need to discuss TFN’s participation in Regional Management when exploring Regional District membership.</p> <p><u>Recent Action:</u> LMTAC has created Draft #8 of a discussion paper on <i>Regional Governance and Governance in the Region</i>, and hosted two workshops with Regional District members to discuss regional governance issues. LMTAC anticipates a future workshop on regional governance issues with broader participation.</p>
IMPLEMENTATION	Land Transfer Process	Clause 4: During Final Agreement negotiations, the Parties will	Interest 4.2.4 Treaty Settlement Lands:	Principle Level: Consistent	The Province has reassured LMTAC that the LMTAC Table Representative will be

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		<p>establish a tripartite implementation working group.</p> <p>Clauses 5-6: On the Effective Date, the Parties will establish a tripartite Implementation committee, with a renewable term of 10 years, comprised of one member from each Party, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Implementation Committee.</p>	<p>Local governments need adequate time to accommodate changes to land status, hence the reason why local governments must be directly involved in developing the process to guide land transfers to First Nations.</p>	<p>Tripartite Discussion Level: Low</p>	<p>involved in all Final Agreement negotiations, including working groups.</p> <p>Land selection, governance and land access issues must be addressed together. Land selection should not be dealt with in isolation in treaty negotiations. How local government will be affected by the establishment of TSL has as much to do with what types of jurisdiction, governance and access arrangements will exist on the land as it does with where the lands are located.</p>
<p>LAND MANAGEMENT & USE</p>	<p>Power to Make Laws</p>	<p>Clause 1: The Final Agreement will provide that TFN has the power to make laws in respect of the administration and management of Tsawwassen Lands including:</p> <ul style="list-style-type: none"> a. creation of interests in Tsawwassen Lands; b. disposition of interests in Tsawwassen Lands; c. planning and land use management; d. provision of local services related to land management; and e. expropriation of interests of public purposes in Tsawwassen Lands <p>Clause 2: When TFN makes a planning and land use management law it will be on the basis of principles in respect of consultation and transparency similar to those of municipalities undertaking similar laws.</p> <p>Clause 3: Before making a planning and land use management law, TFN will consult with residents of</p>	<p>FP#20: Local government leases and licenses (including 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.</p> <p>Interest 4.2 Lands and Assets: Local governments are also responsible for the maintenance of access through their jurisdictions and public amenities within their boundaries. In keeping with existing growth management strategies, such as OCPs and the Livable Regional Strategic Plan (LRSP), local governments wish to ensure that existing planning, land use, growth management, and transportation strategies are not negatively impacted by treaty settlements.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>In relation to safeguarding the interests of non-member residents on TFN TSL, non-members must be given reasonable protection and opportunity to appeal expropriation powers by TFN Government</p> <p>Although there are no specific LRMPs within the Tsawwassen Territory at this time, the PGTAC has flagged the Lheidli T'enneh AIP as not meeting PGTAC interests in Land Resource Management Plans. LRMPs have been established in the region through collaborative processes that involved a considerable investment of time and resources by local government and others. PGTAC has an interest that any treaty rights that are negotiated will strive to be compatible with the objectives of the LRMPs. The TFN AIP does acknowledge the Parties' interest in ensuring consistent and compatible planning and land use management throughout the region. In the GVRD's Principle #1 for Treaty Negotiations, the GVRD raised concerns that upon removing TSL from the municipal</p>

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		<p>Tsawwassen Lands who are not Tsawwassen Members.</p> <p>Clause 6: The Parties acknowledge local government’s interest in ensuring consistent and compatible planning and land use management decisions among the communities in the Lower Mainland.</p>			<p>boundaries in which they are located, potential challenges could result, such as the maintenance of a community “vision” through OCPs and regional context statements in order to meet the Livable Region Strategic Plan objectives of the region.</p>
<p>LAND MANAGEMENT & USE</p>	<p>General: Land use jurisdiction over fee simple lands acquired on willing seller-willing buyer basis, for inclusion in settlement package as TSL.</p>	<p>Clause 6: The Parties acknowledge local government’s interest in ensuring consistent and compatible planning and land use management decisions among the communities in the Lower Mainland.</p>	<p>FP #12: The continuation of local government regulatory and taxation authority over lands within a municipality or regional district that may be transferred as part of a treaty settlement is paramount” (includes fee simple lands acquired on willing seller-willing buyer basis).</p> <p>FP#13: notes that all TSL within municipalities and Regional Districts is to be treated like all other fee-simple land and thus, subject to local government land use jurisdiction.</p> <p>FP#10: notes that urban treaty settlements should be comprised primarily of cash, on account of scarcity of unencumbered land.</p> <p>Interest 4.2 Lands and Assets: Local governments have interests in land for a number of reasons. In the Lower Mainland, a significant proportion of local government revenue is derived from the land base through taxation. Local governments are also responsible for the maintenance of access through their jurisdictions and public amenities within their boundaries. In keeping with existing</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: High</p>	<p>UBCM Policy Digest Paper #2 <i>Local Government Treaty Related Interests in Land</i> states that: Local governments have defined their interests on the issue of acquisition of private land pre-treaty on a willing seller-buyer basis for Treaty settlements as:</p> <ul style="list-style-type: none"> • Continued payment of property taxes to local government, to avoid loss of tax base. • and complete local government input conducted first, to avoid ad hoc selection of parcels including ones that may have key significance to local government. • government bylaws (i.e. remaining under existing jurisdiction) to avoid incompatible land uses and potential land conflicts.

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			<p>growth management strategies, such as OCPs and the Livable Regional Strategic Plan (LRSP), local governments wish to ensure that existing planning, land use, growth management, and transportation strategies are not negatively impacted by treaty settlements.</p> <p>Interest 4.5.2 Cost Recovery: Local Government should be compensated for any loss of infrastructure and investments made on local government lands and assets as a result of treaty settlements.</p> <p>Interest 4.5.3 Taxation and Local Government Tax Base: Local governments should be compensated for the loss of any tax revenues.</p>		
<p>LAND MANAGEMENT & USE</p>	<p>General: Land use jurisdiction over crown lands that are not included in settlement package as TSL.</p>	<p>Clause 5: BC will invite TFN to participate in any provincial land use planning process affecting Tsawwassen Territory on the following basis:</p> <p>a. TFN will have a right to be consulted and to participate in the same capacity as a local government or as a member of the public, as the case may be; and</p> <p>b. BC will provide TFN the decision resulting from any such process and the reasons.</p>	<p>FP#24: Treaties must recognize and respect the authority and jurisdiction of Federal, Provincial and Local Governments.</p> <p>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 land selection. Lands and assets include, but are not limited to: Local Government facilities, rights-of-way, lands leased from other governments, Crown lands subject to a Local Government license/tenure, municipal and regional parks, conservation and protected areas, greenbelts, school board lands, and</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The Draft TFN AIP provides for parity between TFN and local governments in provincial land use planning process affecting Tsawwassen Territory.</p>

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			<p>Local Government commercial operations (i.e. forest lands, park concessions).</p> <p>FP#20: Local government leases and licenses (including park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreement, as well as any provisions for their renewal, must be respected.</p>		
<p>LAND MANAGEMENT & USE</p>	<p>General: Treatment of “special” lands that may or may not be included in settlement package as TSL.</p>	<p>Clause 4: In the event of a Conflict between Tsawwassen Law made under Clause 1 and a Federal or Provincial Law in respect of land use management and planning, Tsawwassen Law will prevail to the extent of the Conflict, except with respect to any Agricultural Land Reserve designations in effect at the time of transfer to TFN.</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>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 and Indian Arm, must be identified and protected during the treaty process.</p> <p>FP#19: Lands in the ALR must remain in the ALR and under the jurisdiction of the Agricultural Land Commission (ALC).</p> <p>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 land selection. Lands and assets include, but are not limited to: Local</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

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			<p>Government facilities, rights-of-way, lands leased from other governments, 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>LAND MANAGEMENT & USE</p>	<p>Proposed Development</p>	<p>Clause 6: The Parties acknowledge local government’s interest in ensuring consistent and compatible planning and land use management decisions among the communities in the Lower Mainland.</p> <p>Clause 7: The Final Agreement will provide that TFN will have the power to make laws in respect of the authorization of proposed developments on Tsawwassen Lands.</p> <p>Clause 9: Despite any authorization of a proposed development made by TFN under clause 7, no Federal project or Provincial Project on Tsawwassen Lands will proceed unless any Federal Law or Provincial Law in respect of Environmental Assessment has been complied with.</p>	<p>Interest 4.2 Lands and Assets: Local governments have interests in land for a number of reasons. In the Lower Mainland, a significant proportion of local government revenue is derived from the land base through taxation.</p> <p>Local governments are also responsible for the maintenance of access through their jurisdictions and public amenities within their boundaries. In keeping with existing growth management strategies, such as OCPs and the Livable Regional Strategic Plan (LRSP), local governments wish to ensure that existing planning, land use, growth management, and transportation strategies are not negatively impacted by treaty settlements.</p> <p>Interest 4.2.8 Land Management - Balanced Urban Growth: Growth on TSL must be compatible with the carrying capacity of the land base and the interests of neighbouring communities to ensure that local infrastructure is not overburdened.</p> <p>Treaties should include provisions to</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

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			<p>ensure that, working in coordination with existing local governments, First Nation governments develop official land use, transportation, and strategic plans to define long-term growth potential for their communities.</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>Treaties should acknowledge shared First Nation and local government interests in creating strong local economies.</p> <p>Treaties should include provisions and mechanism for coordinated local government/ First Nation economic development, including the formation of Joint Economic Development Councils.</p>		
LANDS	Tsawwassen Lands	<p>Clause 2: Tsawwassen Lands will consist of: a. the Tsawwassen Reserve; and b. approx. 365 ha of provincial Crown lands, which will cease to be Crown lands on the Effective Date, Including Subsurface Resources.</p> <p>Clause 28: Other Tsawwassen Lands (meaning the Beach Grove Parcels,</p>	<p>FP#13: Clarity and consistency in regulatory jurisdiction is paramount in the post-treaty environment. TSL within municipalities and regional districts are to be treated like all other fee-simple lands (e.g. be subject to compatible zoning bylaws, be assessed for regional services, and not include ownership of sub-surface resources).</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>All of the proposed TFN AIP Treaty Settlement Lands (TSL) are contiguous, Provincial Crown lands. In BC, property tax is payable depending on the occupier and use of the land – in the case of the Category A lands, they are being leased to private parties who pay property tax.</p> <p>The AIP does include provisions for additions to TSL both prior to Final</p>

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		<p>the Boundary Bar Parcels and Fraser River Parcels owned in fee simple without governance) will consist of approx. 62 ha of Provincial Crown Lands which will cease to be Crown lands on the Effective Date.</p> <p>Clause 3: The Parties acknowledge they hold different legal positions in respect of the ownership of that part of the Crown Corridor known as Highway #17 where it bisects Tsawwassen Reserve. Nothing in this AIP affects the ownership of Highway #17, including the ownership of land underlying Highway #17.</p>	<p>Interest 4.2.3 Land Selection: 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.</p> <p>Local government-owned lands should not be included in treaty settlements for land selection. Such lands include, but are not limited to, lands leased or licensed to/by a local government, fee simple lands and encumbered Crown lands subject to local government tenures/license, and park land dedicated through subdivision.</p> <p>Interest 4.2.2: Land Inventories: Senior governments should respect local government land inventories indicating lands not subject to treaty negotiations or available for land selection.</p> <p>Senior government should assist local government 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> <p>Interest 4.5 Fiscal: Any fiscal impacts on Local</p>		<p>Agreement and post-treaty, which <i>may</i> see lands removed from municipal boundaries, resulting in a loss of municipal tax base.</p> <p>In a letter from the TNO to LMTAC (January 8, 2002) the Province expressed that its approach is for treaty outcomes to be fiscally neutral to local government.</p> <p>Negotiators have not addressed the issue of compensation to local governments. The AIP does not contain any provisions to deal with the impact to local government for any loss of taxable land base.</p> <p>Although TFN TSL is contiguous at the time of AIP, there is the potential for additions of non-contiguous lands to TSL post-treaty, thus creating “jurisdictional mosaics”. Furthermore, TFN may potentially have jurisdiction over “Other Tsawwassen Lands” such as the Beach Grove parcel, depending on what mechanisms are available to ensure its complete protection as a cultural resource.</p>

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			<p>Governments resulting from treaty settlements should be determined as early as possible in the treaty process.</p> <p>Interest 4.5.2 Cost Recovery: Local Government should be compensated for any loss of infrastructure and investments made on local government lands and assets as a result of treaty settlements.</p> <p>Interest 4.5.3 Taxation and Local Government Tax Base: Local governments should be compensated for the loss of any tax revenues.</p>		
LANDS	Ownership and Tenure	<p>Clause 6: On the Effective Date, subject to clauses 7 and 11, TFN will own Tsawwassen Lands in fee simple, being the largest estate known in law. This estate will not be 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 interests in Tsawwassen Lands will be expropriated except as permitted by and in accordance with the Final Agreement.</p>	<p>FP#13: Clarity and consistency in regulatory jurisdiction is paramount in the post-treaty environment. TSL within municipalities and regional districts are to be treated like all other fee-simple lands (e.g. be subject to compatible zoning bylaws, be assessed for regional services, and not include ownership of sub-surface resources).</p> <p>Interest 4.2.4 Treaty Settlement Lands: Lands added to TSL on a willing seller/willing buyer basis should be treated like all other fee-simple private land holdings.</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Low</p>	<p>TFN TSL will consist of lands removed from Corp of Delta boundaries. TFN TSL will be communally owned. TFN will have ownership and governance over TSL.</p> <p>On “Other Tsawwassen Lands” TFN will be fee-simple owners, without jurisdiction; as the lands will remain under the jurisdiction of the Corp. of Delta.</p>
LANDS	Existing Interests	<p>Clause 7: Interests on Tsawwassen Lands existing immediately before the Effective Date, including the interests of holders of certificates of possession on Tsawwassen Reserve, will continue on the terms and</p>	<p>FP#20: Local government leases and licenses (including park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreements, as well</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level:</p>	<p>Through the participation of the Corp. of Delta in the Land Information Technical Working Group (LITWG) several interests specific to the Corp. of Delta were identified within Category B Lands, Category A Lands and Canoe Pass.</p>

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		<p>conditions under which those interests were held before the Effective Date, subject to modification only by agreement between the holder of the interest and TFN.</p>	<p>as any provisions for their renewal, must be respected.</p> <p>Interest 4.2 Lands and Assets: Local governments wish to ensure that existing planning, land use, growth management, and transportation strategies are not negatively impacted by treaty settlements.</p>	<p>Moderate</p>	<p>Major interests within the Proposed Lands are registered in the name of the Corp. of Delta for ROW and easements related to roads, dykes, ditches and infrastructure.</p> <p>Delta's interests in the Category A Land, north of Deltaport Way, have been maintained.</p> <p>GVRD interests in Boundary Bay Lands have been maintained.</p> <p>One of the Provincial mandates for negotiating treaties is that private land held in fee simple is not on the table. This includes fee simple lands owned by municipalities.</p> <p>The UBCM Policy Digest #2 <i>Local Government Treaty Related Interests in Land</i> suggests that the various types of legal interests and tenures that local governments may have include:</p> <ul style="list-style-type: none"> • Fee simple ownership • Future interests in land • Joint ownership pursuant to a public/private partnership • Mineral rights • Water or riparian rights
<p>LANDS</p>	<p>ALR</p>	<p>Clause 10: The Parties acknowledge that the objective of TFN, in respect of its ability to use and benefit from Tsawwassen Lands and Other Tsawwassen Lands over the long term, is to use those lands to support the growth and development of TFN as a viable community.</p> <p>Clause 11: (subject to clauses 12-14)</p>	<p>FP #19: Lands in the Agricultural Land Reserve (ALR) must remain in the ALR and under the jurisdiction of the Agricultural Land Commission (ALC).</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The AIP is potentially inconsistent with LMTAC's First Principle.</p> <p>In a letter to LMTAC (March 17, 2003) the Province confirmed that its position in treaty negotiations with TFN on the land designation (with which Canada has concurred) has not changed. Provincial Crown lands will be transferred subject to existing designations. However, like any</p>

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		<p>Tsawwassen Lands and Other Tsawwassen Lands, excluding the Tsawwassen Reserve, will be subject to any designation as agricultural land reserve, under the <i>Agricultural Land Commission Act</i>, in effect immediately before the Effective Date.</p> <p>Clause 12: Before the Final Agreement, the Parties will: a. engage in a process with the ALC to assess the prospects for excluding land from the ALR. b. undertake other processes as identified and agreed to by the Parties to address the application of the ALR designation to Tsawwassen Lands.</p> <p>Clause 14: The Parties acknowledge that TFN concluding a Final Agreement will depend on its satisfaction with the outcome of the process referred to in clause 12.</p> <p>Clause 17: For the purposes of the Agricultural Land Commission Act, TFN will be considered a local government in respect of Tsawwassen Lands.</p> <p>Clause 18: The ALC has indicated its commitment at any time after Effective Date to discuss with TFN its objectives in respect of Tsawwassen Lands and Other Tsawwassen Lands and to reviewing its community plans.</p>			<p>landowner, TFN will not be precluded from applying to the ALC to have any part of its land excluded, regardless of its location.</p> <p>Furthermore, the Provincial letter stated that the purpose of the proposed language in the AIP is not to ensure that TFN can remove land from the ALR; rather the language:</p> <ul style="list-style-type: none"> • Required TFN to agree that the existing designations will apply to the land it will own; • Makes clear however to the TFN community that the designation does not extend to the existing reserve; • Outlines that the Province doesn't intend to entrench the ALR in perpetuity; • Provides for the delegation to TFN post-treaty of local government powers currently provided to local governments under the ALC Act; • Confirms the commitment of the ALC to have direct discussions with TFN between AIP and Final Agreement. This is standard practice with communities. • Gives TFN an objective and independent process to work with post-AIP that may allow them to agree in the AIP to the application of the designation; • Allows TFN to assess their prospects for successful exclusion of land once they become the landowners. <p>The Agricultural Land Commission</p>

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					(ALC) will make its own independent decision through its own process as to whether or not it considers it viable to remove proposed TFN TSL land from the ALR.
LANDS	Submerged Lands	<p>Clause 19: The Final Agreement will provide for the rights of TFN in respect of water lot tenures where available, on terms and conditions to be negotiated, and at minimal cost to TFN, over submerged lands fronting;</p> <ul style="list-style-type: none"> a. Tsawwassen Lands; b. the Fraser River parcels; or c. other Fraser River parcels that TFN acquired under the Final Agreement. <p>Clause 20: Before the Final Agreement, the Parties will negotiate the nature, scope and extent of jurisdiction for TFN over submerged lands fronting Tsawwassen Lands.</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>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The AIP provides that TFN will have some negotiated form of jurisdiction over submerged lands fronting TSL prior to Final Agreement.</p> <p>The details of these negotiations have not been established (no special process is envisioned).</p>
LANDS	<p>Additions to TSL</p> <p>Loss of Municipal Tax Base & Jurisdictional Mosaics)</p>	<p>Clause 21: Before the Final Agreement, the Parties will attempt to agree on parcels of land (the “Specified Lands”) which, if acquired by TFN in fee simple, will become Tsawwassen Lands.</p> <p>Clause 22: Before the Final Agreement, the Parties will agree on the process required to include Specified Lands as Tsawwassen Lands after the Effective Date.</p> <p>Clause 33: Before the Final Agreement, the Parties will attempt to obtain the consent of:</p> <ul style="list-style-type: none"> a. any municipality within whose boundaries the Specified Lands fall; 	<p>FP#12: states that lands added after treaty must remain subject to local government land use and taxation authority, unless agreed to by the local government through a public process.</p> <p>Interest 4.2.3 Land Selection: Valuation processes used during treaty land selection should include the potential for future earning and value of urban airspace, where appropriate.</p> <p>Local government-owned lands should not be included in treaty settlements for land selection. Such lands include, but are not limited to,</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Provisions within the Draft TFN AIP are not consistent with LMTAC’s First Principle #12.</p> <p>Given that additions to TSL are provided for in the Draft TFN AIP, the AIP also contains a unique provision that has been noted by Provincial negotiators to be of an advantage to local governments. Specifically, the AIP establishes a process in which TFN will identify specific parcels of land, prior to Final Agreement, for possible inclusion as additional TSL. Previously, this information would not be released by a First Nation and local governments were not made aware of land interests until agreement was reached. However, the addition of lands</p>

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		<p>and b. any First Nation which claims aboriginal rights or title to the Specified Lands, to any proposed inclusion of Specified Lands as Tsawwassen Lands.</p> <p>Clause 24: If the Parties are unable to reach agreement on the Specified Lands before the Final Agreement, the Parties will negotiate provisions in the Final Agreement for a process to include lands as Tsawwassen Lands after the Effective Date.</p> <p>Clause 25: The Parties agree that the consent of municipalities and First Nations to a proposed inclusion of lands as Tsawwassen Lands should not be unreasonably withheld.</p>	<p>lands leased or licensed to/by a local government, fee simple lands and encumbered Crown lands subject to local government tenures/license, and park land dedicated through subdivision.</p> <p>Interest 4.5.2 Cost Recovery: Local Government should be compensated for any loss of infrastructure and investments made on local government lands and assets as a result of treaty settlements.</p> <p>Interest 4.5.3 Taxation and Local Government Tax Base: Local governments should be compensated for the loss of any tax revenues.</p>		<p>to TSL post- treaty is still provided for in the AIP. Therefore, local governments have a strong interest that to the furthest extent possible, TFN will identify all potential additions before Final Agreement.</p> <p>UBCM Policy Digest #2 <i>Local Government Treaty Related Interests in Land</i> suggests that: There should be no conversion of fee simple land to TSL post-treaty and that First Nations should be able to acquire land in fee simple without change in jurisdiction. Further, UBCM policy states that where because of extraordinary circumstances, it is impossible to avoid provision in treaties that allows for addition of lands to TSL after treaty, putting conditions of time and quantity on conversions is the preferred option for local government. Conversion of land to TSL must be dealt with on a case by case basis which allows local government input on the conditions applied to TSL additions post-treaty.</p> <p>UBCM Policy Digest #2 further suggests that local governments have a number of concerns with the prospect of adding lands to TSL after the treaty Effective Date, including:</p> <ul style="list-style-type: none"> • Local governments would lose the tax base from private property converted to TSL. • Local government land-use bylaws and zoning would no longer be applicable once the land becomes TSL. As a result, there would be the potential for incompatible land uses and land use conflict.

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					<ul style="list-style-type: none"> • Business owners or individuals who leased/ rented homes or businesses on occupied fee simple lands which are converted to TSL would be faced with a new jurisdiction and may not have the same representation as they had with local government. • Infrastructure coordination and supply issues (jurisdictional mosaics created).
LANDS	Other Tsawwassen Lands	<p>Clause 28: Other Tsawwassen Lands will consist of approx. 62 ha of provincial Crown lands which will cease to be Crown lands on the Effective date.</p> <p>Clause 29: The Final Agreement will provide for the rights of TFN in respect of Other Tsawwassen Lands and that on the Effective Date, TFN will own Other Tsawwassen Lands in fee simple, subject to the conditions, provisos, restrictions, exceptions and reservation set out in the <i>Land Act</i> and to the interests set out in Appendix C.</p> <p>Clause 30: TFN will not have the power to make laws in respect of Other Tsawwassen Lands unless otherwise provided in the Final Agreement.</p> <p>Clause 31: Before the Final Agreement, the Parties will consider, in respect of the Beach Grove Parcels, options to ensure continued protection including but not limited to:</p> <ol style="list-style-type: none"> TFN jurisdiction; inclusion as Tsawwassen Lands; 	<p>FP #12: The continuation of local government regulatory and taxation authority over lands within a municipality or regional district that may be transferred as part of a treaty settlement is paramount” (includes fee simple lands acquired on willing seller-willing buyer basis)</p> <p>FP#13: Clarity and consistency in regulatory jurisdiction is paramount in the post-treaty environment. Treaty settlement lands within municipalities and regional districts are to be treated like all other fee-simple lands (e.g. be subject to compatible zoning bylaws, be assessed fro regional services, and not include ownership of sub-surface resources.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Possibility of TFN jurisdiction over Beach Grove parcel (Culture and Heritage concerns)</p>

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		<p>c. current regulatory environment; d. further provincial protection; and e. a delegation arrangement between BC and TFN.</p> <p>Clause 32: Before the Final Agreement, the Parties may discuss substituting some or all of the Fraser River Parcels with other lands that may be acquired on a willing-buyer and willing-seller basis.</p>			
LANDS	Subsurface Resources-Management and Administration	<p>Clause 33: Tsawwassen Lands will include ownership of subsurface rights for mineral, petroleum and natural gas, subject to agreement on resource management, extraction regimes, and terms and conditions of ownership.</p>	<p>FP#13: Clarity and consistency in regulatory jurisdiction is paramount in the post- treaty environment. TSL within municipalities and regional districts are to be treated like all other fee-simple lands (e.g. be subject to compatible zoning bylaws, be assessed for regional services, and not include ownership of sub-surface resources).</p> <p>FP#16: Clarity and consistency on 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#31: Local Governments must be provided the opportunity to access local government- related power, as defined by Provincial legislation, also available to First Nations in the post-treaty environments; to ensure parity between local government and First Nation powers.</p>	<p>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: High</p>	<p>The TFN AIP is inconsistent with LMTAC First Principle #13.</p> <p>Furthermore, LMTAC members have expressed during a workshop with Provincial representatives (March 2001) that local governments want to ensure that regulatory standards on Treaty Settlement Lands are equal to or better than Federal, Provincial and local government standards so that the development or extraction of sub-surface resources does not negatively impact neighbouring communities (e.g. gravel operations in areas zoned ‘residential’).</p> <p>While Provincial and Federal laws of general application will apply to Treaty Settlement Land, LMTAC is concerned that the monitoring and enforcement of these standards will not be effectively carried out. The lack of resources to effectively monitor and enforce standards is presently a significant shortcoming of the current regulatory environment.</p> <p>Local governments are interested to have parity between local and First Nation government powers. Therefore, local governments should be offered similar opportunities to own sub-surface</p>

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					resources. There are examples of some municipalities owning sub-surface rights (i.e. Maple Ridge has some rights for gravel).
LANDS	Other: Reversionary Interests	<p>Clause 40: Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions for:</p> <ul style="list-style-type: none"> a. documentation and resolution of any reversionary interests on Tsawwassen Reserve or other lands included as Tsawwassen Lands or Other Tsawwassen Lands. b. disposition of Crown Corridors and ROW on Tsawwassen Lands that are no longer required; c. contaminated sites on provincial Crown land that become Tsawwassen Lands or Other Tsawwassen Lands; and d. jurisdiction or authority of TFN over expropriated Tsawwassen Lands. 	<p>Interest 4.2.4 Treaty Settlement Lands:</p> <p>Local governments need adequate time to accommodate changes to land status, hence the reason why local governments must be directly involved in developing the process to guide land transfers to First Nations.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Resolution of outstanding reversionary interests has been proposed as a potential topic for the future Tsawwassen IGRTWG side table.</p> <p>Land selection, governance and land access issues must be addressed together. Land selection should not be dealt with in isolation in treaty negotiations. How local government will be affected by establishment of TSL has as much to do with what types of jurisdiction, governance and access arrangements will exist on the land as it does with where the lands are located.</p>
MIGRATORY BIRDS	Power to Make Laws	<p>Clause 19: In the event of a Conflict between TFN Law (re: distribution, designation, methods of harvest and trade and barter) and a Federal Law or Provincial Law, the TFN Law will prevail to the extent of the conflict.</p> <p>Clause 21: In the event of a Conflict between a TFN Law made under clause 20 (re: management, management of sale, and establishment and administration of licensing requirement) and a Federal Law or Provincial Law, the Federal or Provincial Law will prevail to the extent of the conflict.</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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>In relation to management of the resource, Federal or Provincial Law will prevail. Authority of the Minister retained.</p>

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<p>PARKS, PROTECTED AREAS & GATHERING</p>	<p>Park Management and Planning</p>	<p>Clause 14: The Minister will retain authority for the management, administration and control of National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves, Provincial Parks and Protected Areas.</p> <p>Clause 15: Before the Final Agreement, BC and TFN will negotiate and attempt to reach agreement on a process under the Final Agreement to involve TFN in the preparation or modification of park management plans for specified Provincial Parks and Protected Areas within Tsawwassen Territory.</p> <p>Clause 16: Canada will Consult with TFN in the preparation or modification of management plans for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves in Tsawwassen Territory on matters affecting TFN rights under the Final Agreement.</p>	<p>Interest 4.3.2 Parks/Green Zones: Treaties should neither restrict public access nor restrict water-based recreational opportunities in the Lower Mainland area parks. Parklands provide numerous outdoor recreation and educational opportunities for residents.</p> <p>Local governments should be compensated for the funds expended on park development and maintenance that does not directly impact the immediate community.</p> <p>Park land dedicated through subdivision should be respected and not included in treaty settlements.</p> <p>Local government interests in maintaining “green zones” adjacent to Crown lands should be respected.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The retention of Ministerial authority over park management and planning would ensure clarity and consistency in regulation and conservation/ environmental protection as per LMTAC FP#16 and #17.</p> <p>Pinecone Burke currently has no park Management plan.</p>
<p>PARKS, PROTECTED AREAS & GATHERING</p>	<p>Economic Opportunities</p>	<p>Clause 17: Before the Final Agreement, the Parties will discuss how, outside the Final Agreement, TFN will be notified in writing in order to compete for delegated park management, employment or economic opportunities within National Parks, National Park Reserves, Provincial Parks or Protected Areas with Tsawwassen Territory. Where such an</p>	<p>FP#20: Local government leases and licenses (including park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreement, as well as any provisions for their renewal, must be respected.</p> <p>Interest 4.5.1 Economic Development:</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>Draft Tsawwassen AIP is Consistent with LMTAC interests.</p>

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		<p>opportunity arises in Provincial Parks or Protected Areas immediately adjacent to Tsawwassen Lands. TFN will be provided a priority opportunity.</p>	<p>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>PARKS, PROTECTED AREAS & GATHERING</p>	<p>Park Establishment</p>	<p>Clause 18: Before the Final Agreement, Canada and TFN will negotiate and attempt to reach agreement on how TFN will be consulted in the establishment of future National Parks, National Park Reserves, National Marine Conservation Areas, and National Marine Conservation Area Reserves in Tsawwassen Territory.</p> <p>Clause 19: Before the Final Agreement, BC and TFN will agree on how TFN will participate in:</p> <ul style="list-style-type: none"> a. the process leading up to the designation or establishment; b. boundary modification; and c. naming, of Provincial Parks and Protected Areas in Tsawwassen Territory. 	<p>FP#20: Local government leases and licenses (including park tenures and agricultural, mining, forest and range leases/licenses on Crown lands), and the economic and environmental viability of these agreement, as well as any provisions for their renewal, must be respected.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>No specific LMTAC First Principle to reference related to the establishment of parks.</p> <p>Local governments have an interest to be consulted by senior governments, in similar fashion to First Nations, in the establishment of future parks to ensure that existing local government park tenures and interests in Crown Lands are not negatively impacted.</p>
<p>TAXATION</p>	<p>Rights of Representation for Non-Members</p>	<p>Clause 3: Canada and BC may enter into negotiations and attempt to conclude a taxation agreement with TFN in relation to:</p> <ul style="list-style-type: none"> b. the extent to which TFN may make laws for the direct taxation of persons on TFN Lands who are not TFN members. 	<p>FP#27: Treaties must uphold the principle of “no taxation without representation” for all persons residing on TSL. Mechanisms need to be developed to ensure that all persons who are living on TSL and who are paying taxes or levies to the First Nation have access and a voice in First Nation governance systems.</p>	<p>Principle Level: Consistent</p> <p>Tripartite Discussion Level: Low</p>	<p>The TFN AIP provides that there will be a phasing out of all <i>Indian Act</i> exemptions for the TFN government and TFN members.</p> <p>BC agrees not to impose property tax on persons on TFN Lands if BC and TFN successfully negotiate before the Final Agreement, the terms and conditions for</p>

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		<p>Clause 4: Before the Final Agreement, TFN and BC will negotiate and attempt to reach agreement on terms and conditions: a. upon which TFN will have authority to impose real property tax on all persons in respect of those persons' interests in TFN Lands</p> <p>Clause 5: Before the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the <i>Indian Act</i> will no longer apply after the Effective Date. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements in principle, or in other land claim or self government final agreements negotiated with other aboriginal groups in BC.</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>LMTAC interests are addressed more fully in the Background Paper to First Principle #27 <i>Rights of Representation</i> (2003)</p>		<p>the taxation of all persons on TFN Lands.</p> <p>Mechanisms that would provide non-members residing on TSL representation on matters that affect them require exploration.</p>
TAXATION	Tax jurisdiction over fee simple land acquired for inclusion in settlement package as TSL	<p>Clause 1: TFN will have the power to make laws in respect of direct taxation of TFN Members on Tsawwassen Lands in order to raise revenue for TFN purposes.</p> <p>Clause 12: TFN asserts that powers of direct taxation on TFN Lands are an integral part of governance.</p>	<p>FP#12: The continuation of local government regulatory and taxation authority over lands within a municipality or regional district that may be transferred as part of a treaty settlement is paramount.</p> <p>Lands received by a First Nation as part of a treaty settlement should be held in fee-simple and have no new or special status. Land 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>Principle Level: Inconsistent</p> <p>Tripartite Discussion Level: High</p>	<p>A process for TFN to add lands to its TSL will be established before Final Agreement and TFN will have governance over all TSL.</p> <p>For those “Other Tsawwassen Lands” that TFN will acquire as a fee-simple owner, there will be no TFN governance and lands will remain under local government taxation jurisdiction.</p> <p>Any reduction in tax base would diminish the local capacity to fund existing and future capital and operating expenditures. TFN will have powers over direct taxation of its own members on TSL. Any other taxation authorities are subject to negotiating agreements with Canada</p>

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			<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>and/or BC.</p> <p>Equity in taxation on TFN lands is necessary to ensure a level playing field in attracting industrial development. Local government cannot give tax incentives to industry.</p> <p>The Provincial government stated that it has no interest in having First Nations tax local governments for utility infrastructure and /or rights of way located on current reserve lands that are to become future TSL. The Provincial position is that post- treaty First Nations will act in the same manner as local governments and not tax other local governments. This is set out for local governments in Sections 339 and 809 of the <i>Local Government Act</i>...local governments' lands and improvements are exempt from taxation regardless of their location."</p>
TAXATION	<i>Indian Act Exemptions</i>	<p>Clause 5: Before the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the <i>Indian Act</i> will no longer apply after the Effective Date. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements in principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in BC.</p>	<p>Interest 4.1 General: Local governments strongly believe that treaties should help 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>Principle Level: Consistent</p> <p>Tripartite Discussion Level: High</p>	<p>Due to the fact that section 87 of the <i>Indian Act</i> will not apply after the Effective Date, the Parties agree to negotiate, before the Final Agreement, transitional tax measures. The transition time is to be negotiated by Final Agreement, however another First Nation within BC, the Nisga'a, negotiated Final Agreement provisions for transition periods of 8 and 12 years.</p> <p>Equity in taxation on TSL lands is necessary to ensure a level playing field in attracting industrial development.</p>
WILDLIFE	Power to	Clause 14: In the event of a Conflict	FP#16: Clarity and consistency on	Principle Level:	Federal and Provincial laws will prevail

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	Make Laws	<p>between a TFN Law made (re: distribution, designation and documentation of TFN Members to harvest, methods of harvest) and a Federal or Provincial Law, the TFN Law will prevail to the extent of the Conflict.</p> <p>Clause 16: In the event of a Conflict between a TFN Law made (re: management of Wildlife and habitat, methods of harvest, management of sale, and established and administration of licensing requirements) and a Federal and Provincial Law, the Federal and Provincial Law will prevail to the extent of the Conflict.</p> <p>Clause 17: Any sale of Wildlife or Wildlife parts, including meat and furs, harvested under the TFN right to harvest Wildlife will be in accordance with any Federal Law and Provincial Law that permit sale, and any Tsawwassen Law made under clause 15.</p> <p>Clause 18: Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions in respect of:</p> <ul style="list-style-type: none"> a. a mechanism to designate and allocate Wildlife species, including consideration of TFN’s priority right to harvest Wildlife under the Final Agreement; e. circumstances under which TFN may designate individuals who are not TFN Members; g. conditions under which TFN Members may harvest Wildlife 	<p>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#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 significant wildlife habitats in the Lower Mainland area must be recognized and protected.</p>	<p>Consistent</p> <p>Tripartite Discussion Level: Moderate</p>	<p>regarding management of wildlife resources.</p>

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		outside the Tsawwassen Wildlife harvest area; h. TFN right to trap Wildlife for Domestic Purposes on provincial Crown land within the Tsawwassen Wildlife harvest area. j. a role for TFN in a proposed Roberts Bank wildlife management area.			