SELECT STANDING COMMITTEE ON ABORIGINAL AFFAIRS
FIRST REPORT -- JULY 1997

Committee email: ClerkComm@leg.bc.ca

SELECT STANDING COMMITTEE ON
ABORIGINAL AFFAIRS

TOWARDS RECONCILIATION:
NISGA'A AGREEMENT-IN-PRINCIPLE
AND
BRITISH COLUMBIA TREATY PROCESS

FIRST REPORT

Second Session

Thirty-sixth Parliament

Legislative Assembly of British Columbia

July 1997

Mr. Ian Waddell, M.L.A.
Chair

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July 3, 1997

To the Honourable,
The Legislative Assembly of
The Province of British Columbia
Victoria, British Columbia

Honourable Members:

I have the pleasure to present the First Report of the Select Standing Committee on Aboriginal Affairs for the Second Session of the Thirty-sixth Parliament.

This *Report* covers the work of the Committee's predecessor during the First Session for August 1996 through March 1997, and continued this session from March until July 1997.

Respectfully submitted on behalf of the Committee,

Mr. Ian Waddell, M.L.A.
Chair

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Composition of the Committee

First session, 36th Parliament

Mr. Ian Waddell, M.L.A.
(Vancouver-Fraserview)
Chair

Mr. Harry Lali, M.L.A.
(Yale-Lillooet)
Deputy Chair

Mr. Tim Stevenson, M.L.A.
(Vancouver-Burrard)

Mr. Glenn Robertson, M.L.A.
(North Island)

Mr. Bill Goodacre, M.L.A.
(Bulkley Valley-Stikine)

Ms. Erda Walsh, M.L.A.
(Kootenay)

Hon. Cathy McGregor, M.L.A.
(Kamloops)

Mr. Bill Barisoff, M.L.A.
(Okanagan-Boundary)

Mr. Murray Coell, M.L.A.
(Saanich North and the Islands)

Mr. Mike de Jong, M.L.A.
(Matsqui)

Mr. Geoff Plant, M.L.A.
(Richmond-Steveston)

Mr. Jack Weisgerber, M.L.A.
(Peace River South)

Second session, 36th Parliament

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(Vancouver-Fraserview)
Chair

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(Yale-Lillooet)
Deputy Chair

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(Okanagan-Boundary)

Mr. Murray Coell, M.L.A.
(Saanich North and the Islands)

Mr. Mike de Jong, M.L.A.
(Matsqui)

Mr. George Abbott, M.L.A.
(Shuswap)

Mr. Jack Weisgerber, M.L.A.
(Peace River South)

Clerks to the Committee

Craig James
Clerk of Committees and Clerk Assistant

Neil Reimer
Committee Clerk

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Terms of Reference

First Session

That this House authorize the Select Standing Committee on Aboriginal Affairs to examine, inquire into and make recommendations on:

1. the application of key issues arising out of the Nisga'a Agreement-in-Principle to treaty negotiations throughout British Columbia;
2. how progress can be made towards treaty settlements with aboriginal people beneficial to all British Columbians.

Further, that the House authorizes the committee to provide opportunities for all citizens of British Columbia, aboriginal and non-aboriginal to express their views on these matters.

In addition to the powers previously conferred upon the said Committee*, the Committee be empowered:

a. to appoint of their number, one or more sub-committees and to refer to such sub-committees any of the matters referred to the Committee;
b. to sit during a period in which the House is adjourned, during the recess after prorogation until the next following Session and during any sitting of the House;
c. to adjourn from place to place as may be convenient;
d. to retain such personnel as required to assist the Committee; and
e. to permit television broadcasting of any public hearings the Committee may have;

and shall report to the House as soon as possible, or following any adjournment, or at the next following Session, as the case may be; to deposit the original of its reports with the Clerk of the Legislative Assembly during a period of adjournment, and upon resumption of the sittings of the House, the Chair shall present all reports to the Legislative Assembly.

-- Resolution of the House: August 8, 1996

* To examine and inquire into all such matters and things as shall be referred to them by this House, and to report from time to time their observations and opinions thereon, with power to send for persons, papers and records [resolution of the House June 25, 1996]

Second Session

That this House authorize the Select Standing Committee on Aboriginal Affairs to examine, inquire into and make recommendations on:

1. the application of key issues arising out of the Nisga'a Agreement-in-Principle to treaty negotiations throughout British Columbia;
2. how progress can be made towards treaty settlements with aboriginal people beneficial to all British Columbians.

Further, that the House authorizes the committee to provide opportunities for all citizens of British Columbia, aboriginal and non-aboriginal to express their views on these matters.

In addition to the powers previously conferred upon the said Committee, the Committee be empowered:

a. to appoint of their number, one or more sub-committees and to refer to such sub-committees any of the matters referred to the Committee;
b. to sit during any sitting of the House;
c. to retain such personnel as required to assist the Committee;
d. to permit minority opinions in a report of the Committee;

and shall report to the House as soon as possible.

-- Resolution of the House: April 16, 1997

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Overview -- Towards Reconciliation

There is public support for a major commitment by governments to settle aboriginal claims. The treaty process is overwhelmingly viewed as the best option, a better alternative to blockades or litigation. Between negotiation, litigation or confrontation, the best choice is obvious.

There is widespread support among First Nations and others to eliminate the special status of the *Indian Act* and to move to full equality for aboriginal people in British Columbia.

We were urged by many witnesses to move to conclude the Nisga'a Agreement into the first modern treaty in British Columbia.

We recognize that the Nisga'a negotiations are unique and that other treaties are likely to be different. At the same time, much attention will be focussed on the context of this treaty. While the Committee's terms of reference did not include recommending changes to the Nisga'a Agreement-in-Principle, we do make a series of recommendations on issues which arise out of the A.I.P., like fisheries, wildlife, forests, cash and land, and taxation, since these matters will likely appear in other treaties.

To be successful, treaties have to command a fair degree of public support. To that end, the Committee heard a call for a more inclusive process. Although the government has made progress in this direction, there is still a desire for more involvement at the community level and participation of those third parties who will be affected by the outcome of treaties.

While maintaining the principle of government-to-government negotiations (the Government of British Columbia, the Government of Canada, and the First Nations), we feel more of the process should be community-based and built upon a public that is involved and better informed about treaty issues.

We also sensed a growing frustration of those in the treaty process over the slow progress to date. Some are concerned that the process is headed for a major bottleneck with so many groups beginning to undertake substantive negotiations. A major commitment by government, giving clear mandates to its negotiators and committing the necessary resources, is required.

There is widespread support for First Nations to have more control over their lives. Several positive outcomes of this were described by participants: restored pride and self-esteem, a healing of past injustices, and social and economic independence. In this regard, we make recommendations for self-government and capacity-building among First Nations.

Everyone who appeared before the Committee was passionate in his or her views. There was anger about past injustices toward aboriginal people, and there was some fear that treaties would result in future losses to non-aboriginal people. The business and resource communities made it very clear that a degree of certainty is required for future investment and economic growth in the province. First Nations want the power and resources to once again stand on their own feet.

The Committee heard and felt the anger of native people over past injustices. In order to facilitate the healing that is necessary and to pave the way to our vision of reconciliation, the Committee recommends an apology for past government policies.

Our main focus, however, is on the future. We recommend ways the treaty process can be streamlined - in some matters, for example, we propose province-wide bargaining and an increased role for the Treaty Commission. We address the question of interim protection measures. We also speak to the views of First Nations outside the treaty process.

The Committee made a special effort to reach people throughout B.C., aboriginal and others, so their voices could be heard, recorded and, in some cases, locally televised to their neighbours. We heard 560 oral presentations and received 232 written submissions. We visited some 27 communities and held 31 public meetings. We believe our hearings were fair and balanced.

Overall, the Committee was impressed with the level of civility participants showed toward those with differing points of view. We were encouraged by the strong and broad-based response to our hearings. British Columbians are ready to resolve these historic issues. We hope our observations and recommendations will help.

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SELECT STANDING COMMITTEE ON ABORIGINAL AFFAIRS
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Committee Process

On August 8, 1996, the Honourable John Cashore, Minister of Aboriginal Affairs, introduced a motion in the Legislative Assembly calling for the Select Standing Committee on Aboriginal Affairs to examine, inquire into and make recommendations on:

1. the application of key issues arising out of the Nisga'a Agreement-in-Principle to treaty negotiations throughout British Columbia;
2. how progress can be made towards treaty settlements with aboriginal people beneficial to all British Columbians.

Further, the House authorized the Committee to provide opportunities for all citizens of British Columbia, aboriginal and non-aboriginal, to express their views on these matters.

Although the terms of reference did not extend to considering or making recommendations concerning any re-negotiation of the Nisga'a Agreement-In-Principle, the Committee did invite observers from the federal and provincial governments and from the Nisga'a. These observers attended our hearing and reported the opinions expressed, so that the final draft of the Nisga'a Treaty could be informed by British Columbians' views.

The Committee itself is composed of twelve Members of the Legislative Assembly representing three of the four political parties in the Assembly and from all geographical areas of the Province.

Our mandate was to listen. We came to see our role as receiving submissions and questioning witnesses but not debating points of fact with them.

We heard 560 oral presentations and an additional 232 written submissions. We began our work on September 17, 1996 with two days of briefings on the Nisga'a Agreement-In-Principle by the three levels of Nisga'a treaty negotiators: the provincial team, the federal team and the Nisga'a team.

As part of its terms of reference, and for the first time in British Columbia's history, the Select Standing Committee on Aboriginal Affairs was given the authority to televise its hearings. Cable operators in each community were invited to cover their local hearings. Several cable operators responded and, as a result,

hearings and briefings in ten different locations were subsequently broadcast a total of 62 hours of television coverage.

On September 30, 1996, the Committee toured the Nass Valley, home of the Nisga'a traditional territory, and launched Phase I of the public hearings. Ten hearings were held in October, six in November and three in December. These hearings blanketed much of the province including Vancouver Island, the Lower Mainland and parts of the north.

On February 10, 1997, Committee members began Phase II of our hearings by visiting Whitehorse on the road to Atlin, B.C. We were briefed on the 1993 Yukon Treaty by negotiators from the Yukon Land Claims Secretariat. Over the next two weeks, eight more hearings were conducted, covering communities from Atlin and Fort St. John to Cranbrook, and including two Phase 1 overflow hearings in Victoria and Vancouver. In total, 31 public hearings were held in 27 communities in every region of British Columbia.

The Committee tried its best to fully inform the public about its hearings. Two weeks before each hearing, quarter-page advertisements were placed in local daily and weekly newspapers with the highest area circulation figures. Each advertisement ran at least twice. Prospective witnesses were asked to register with the office of the Clerk of Committees, and approximately 30 minutes were reserved for unscheduled speakers in open microphone sessions at the end of each hearing.

In an effort to reach out to both native and non-native communities, the Committee conducted its hearings in band halls, legion halls, and in hotel meeting rooms and Aboriginal Friendship Centres. By alternating hearing locations, we were as accessible as possible to all interested parties.

Before each hearing letters were sent to local mayors, regional district officials, band offices and chiefs, inviting their participation. The Committee met formally with the Treaty Negotiations Advisory Committee (TNAC); the Committee Chair met with the First Nations Summit before the hearings, and the full Committee met with the Summit at the end of the hearing process. The Summit also sent an observer to our hearings. The Committee recognizes that some First Nations are not involved in the treaty process, every effort was made to encourage their participation in the hearings.

The Committee was pleased with the wide cross-section of people who appeared before it. Approximately 32 per cent of the witnesses identified themselves as aboriginal. Just under half of the witnesses spoke on their own behalf, while the balance were affiliated with one of an assortment of corporations or groups. We heard from Members of Parliament and locally elected officials, First Nations Chiefs, Elders, associations, and tribal councils, members of churches and church groups, fish and wildlife organizations, forestry companies, labour unions, and regional and treaty advisory groups.

During the course of its hearings, the Committee tried to visit local communities when time allowed. For example, at Muriel Mould Primary School in Burns Lake, members watched a grade three Carrier-language class in action and visited class "centres" including a bannock centre, book centre, computer centre and question centre. While in Cranbrook, committee members visited the St. Mary's Band and toured the primary school, extended care facility and the old St. Eugene residential school, which is being

re-constructed into a resort.

The Committee wishes to acknowledge the large number of local M.L.A.s not on the Committee who made the effort to attend local hearings in their ridings and who showed our Members around their communities. It was a valuable learning experience for us.

In addition, the Committee acknowledges the work of several individuals who aided the Committee at all stages of its work. Our Committee clerks, Craig James and Neil Reimer, accompanied us on our public hearings and provided administrative and procedural advice to the Committee. Mary Newell and Alison Braid-Skolski in the Office of the Clerk of Committees handled the often-complicated logistics for the hearings and arranged for witnesses' participation. Pat Samson and Marilyn Pollard of *Hansard* travelled with us, recording the many thousands of words spoken by committee witnesses. Bill Clay acted as community and media liaison. Gloria Williams of the provincial Ministry of Aboriginal Affairs was helpful in providing information to the Committee throughout its mandate. Legislative intern Jane Ramsbotham provided briefing materials to the Committee. Patricia Howie facilitated the first set of Committee deliberations on the report, and she and Mr. Reimer helped draft the report itself.

The Committee was struck by the high quality and thoughtfulness of presentations. It was clear that in preparing their submissions, most witnesses spent a great deal of time considering these complex issues, and the results were impressive. Our transcripts (available on the Internet at *www.legis.gov.bc.ca/cmt/cmt01*), our television tapes and our collected written briefs are -- and we hope will be -- a valuable resource in the ongoing treaty process. Members of the committee not only listened to British Columbians, we learned from them.

Schedule of Meetings

Date	**Location**	**Purpose**
September 16, 1996	Vancouver	Business Meeting
September 17, 1996	Vancouver	Briefings
September 18, 1996	Vancouver	Briefings
September 30, 1996	New Aiyansh	Tour & Public Meeting
October 1, 1996	New Aiyansh	Public Meeting
October 2, 1996	Terrace	Public Meeting

October 3, 1996	Prince Rupert	Public Meeting
October 15, 1996	Sechelt	Public Meeting
October 16, 1996	Nanaimo	Public Meeting
October 17, 1996	Port Alberni	Public Meeting
October 18, 1996	Campbell River	Public Meeting
October 28, 1996	New Hazelton	Public Meeting
October 28, 1996	Smithers	Public Meeting
October 29, 1996	Burns Lake	Tour & Public Meeting
October 30, 1996	Vanderhoof/Stoney Creek	Public Meeting
November 12, 1996	Williams Lake	Public Meeting
November 13, 1996	Kamloops	Public Meeting
November 14, 1996	Merritt	Public Meeting
November 14, 1996	Lillooet	Public Meeting
November 25, 1996	Penticton	Public Meeting
November 26, 1996	Kelowna	Public Meeting
November 27, 1996	Salmon Arm	Public Meeting
December 2, 1996	Victoria	Business Meeting
December 3, 1996	Victoria	Public Meeting
December 4, 1996	Vancouver	Public Meeting
December 5, 1996	Vancouver	Public Meeting

February 10, 1997	Whitehorse, Yukon	Briefings
February 11, 1997	Atlin	Public Meeting
February 17, 1997	Victoria	Briefings
February 18, 1997	Victoria	Business Meeting
February 18, 1997	Victoria	Public Meeting
February 19, 1997	Prince George	Public Meeting
February 20, 1997	Mackenzie	Public Meeting
February 20, 1997	Fort St. John	Public Meeting
February 24, 1997	Vancouver	Public Meeting
February 25, 1997	Chilliwack	Public Meeting
February 27, 1997	Cranbrook	Tour & Public Meeting
March 3, 1997	Port Hardy	Tour & Public Meeting
March 10, 1997	Vancouver	Deliberations
March 11, 1997	Vancouver	Deliberations
March 12, 1997	Vancouver	Deliberations
April 17, 1997	Victoria	Deliberations
April 22, 1997	Victoria	Deliberations
April 24, 1997	Victoria	Deliberations
April 29, 1997	Victoria	Deliberations

May 1, 1997	Victoria	Deliberations
May 6, 1997	Victoria	Deliberations
May 8, 1997	Victoria	Deliberations
May 22, 1997	Victoria	Deliberations
May 27, 1997	Victoria	Deliberations
June 5, 1997	Victoria	Deliberations
June 10, 1997	Victoria	Deliberations
June 17, 1997	Victoria	Deliberations
June 24, 1997	Victoria	Deliberations
June 26, 1997	Victoria	Approval of Report

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Explanatory Note

Given the Committee's two-fold terms of reference, the main body of this report is divided into two parts, addressing key issues arising out of the Nisga'a Agreement-in-Principle and issues concerning the treaty process in general. In turn, each of these sections is sub-divided into separate subject headings.

For each of these issues, the Committee first describes "What We Heard", providing a summary of the input provided by witnesses who appeared before it in public hearings and those who offered written submissions. For Part I of the report dealing with the Agreement-in-Principle, the "What We Heard" section is preceded by a brief summary of the provisions of the agreement. Next, conclusions reached by the Committee are listed; and finally, specific recommendations are presented in consecutively numbered form.

Quotations from witnesses are included in places when they are representative of a significant body of opinion or neatly encapsulate a viewpoint on a given subject. These direct quotes are drawn from the oral transcripts and written submissions. Individual authors of quotations are not identified.

Given the complexities of modern treaty negotiations and the array of issues considered by witnesses, it is inevitable that misinterpretations of the provisions of the Agreement-in-Principle or other aspects of the treaty process occasionally will occur. It is important for readers of this report to understand that the sections entitled "What We Heard" are just that - the views of witnesses as expressed to the Committee. The Committee does not take responsibility for the accuracy of views presented to it, and believes it is important to reflect British Columbians' opinions as articulated.

The first half of the Committee's terms of reference relate specifically to the application of key issues arising from the Nisga'a A.I.P. Key issues were defined by the Committee as those matters which were raised frequently and forcefully by witnesses and those which have important implications for future treaties in British Columbia. The following discussion is limited to how lessons learned from the Nisga'a A.I.P. can improve future treaty negotiations. The Committee was not asked to comment on the Nisga'a A.I.P. itself. Testimony from witnesses often contained direct comments on the Agreement; this information is included here to inform the discussion of treaty negotiations.

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Issues Arising from the Nisga'a Agreement-in-Principle

Fisheries Issues

Nisga'a Agreement-In-Principle Summary

The Agreement-In-Principle deals with the fish resource at some length. Responsibility for conservation and management of the fisheries and fish habitat will remain with the federal Ministry of Fisheries and Oceans and the provincial government, according to their respective jurisdictions. A joint management committee will be established to make recommendations to the federal and provincial governments on Nisga'a fisheries and enhancement activities in the Nass area.

The Nisga'a will receive an annual treaty entitlement of salmon comprising approximately eighteen per cent of the Canadian Nass River total allowable catch (TAC). The Nisga'a will be able to commercially sell the fish caught under their treaty entitlement, but will be subject to monitoring, enforcement and laws of general application.

The Nisga'a will also receive an allocation of sockeye and pink salmon for commercial purposes under a harvest agreement that will be negotiated outside the treaty. In addition, the Nisga'a will have an annual entitlement for non-salmon species such as halibut, oolichan and shellfish. The entitlement is for domestic purposes and may not be sold. A $13 million trust fund will be established to enhance the Nass area fish resources for all users. Finally, the Nisga'a will receive $11.5 million to be used for participation in the coastal commercial fishing industry. The money will provide for the purchase of vessels and licenses.

What We Heard

Authority

The Committee found the fisheries component of the Agreement-In-Principle, and the issue in general, to be complex. Overall, witnesses accepted the harvesting of fish by aboriginal people for food, social and ceremonial purposes. Where witnesses diverged in their views was in relation to commercial allocation of salmon and co-management of the fishery. First Nations witnesses emphasized their historical involvement in fisheries as integral to their culture, inter-tribal commerce, and survival as a people.

Some witnesses commented on decision-making with respect to the fisheries component of the Agreement-In-Principle. A number insisted that there must be one final authority concerning fisheries, and that the Minister of Fisheries and Oceans retain that authority. These witnesses expressed concern that considerable harm will be done to the fisheries in Canada, as well as to democracy and equality, should aboriginal people be extended certain rights based simply upon their ethnicity. Further, some argued that the Nisga'a management committee will create another expensive and ineffective layer of government bureaucracy. These witnesses believe that chaos will result, as different procedures and standards will be set by different authorities regarding fishing in British Columbia. In addition, a number of the witnesses stated that placing the entitlements and regulatory authority with the Nisga'a government does not ensure that all of the Nisga'a people will benefit equitably.

Other witnesses stated that the aboriginal people have existing rights under Section 35 of the constitution and are fully capable of managing their own affairs in the same responsible manner that has existed for thousands of years. This belief was based, in part, on recognition of the Nisga'a success in conservation and selective harvesting techniques. Some witnesses believe that self-management or aboriginal responsibility for the environment and fisheries is necessary in order to allow the aboriginal people to be self-reliant. Other witnesses stated that the First Nations peoples, including the Nisga'a, have been excluded for too long from important decisions regarding fisheries in British Columbia.

Witnesses who addressed the legal and constitutional context of aboriginal fishing were generally divided and unsure as to what rights have been held up by the courts. Some were unclear how the situations will be enforced in which only the Nisga'a have particular harvesting rights -- these witnesses expressed concern that other aboriginal people and even non-aboriginal people will be invited onto Nisga'a territory in order to harvest fish.

Conservation and Management

Some witnesses stated that, to date, there has not been an adequate method of fish conservation in British Columbia. A number insisted that more research and reliable information must be collected in order to facilitate conservation strategies.

Some argued that management of the fisheries should become a greater priority of the governments of Canada and British Columbia. The witnesses stated that the management process outside of treaties should begin with the development of a relationship between government officials; aboriginal, commercial and sports fishers; and the public.

Another step that some identified as being critical to the management of fisheries includes rigourous monitoring of the harvest, including the commercial, aboriginal and sport fisheries. It was further suggested that techniques such as fish wheels for selective harvesting be employed more extensively.

Allocation

A number of witnesses insisted that although there are certain aboriginal domestic and ceremonial needs for fish, the fish harvest should be reflective of the number of fish available and the potential impact that harvesting might have. A number of witnesses urged that restrictions on harvesting and, especially, the sale of fish extend to aboriginal people when fish are off limits to commercial and recreational fisheries. A suggested alternative was to offer special licenses to aboriginal people that will be based upon existing fish populations instead of offering the aboriginal people guaranteed quotas of fish.

Commercial Harvesting

A number of witnesses felt that commercial fishing rights should be extended to aboriginal people. These witnesses stated that fishing represents a large component of the aboriginal economic activity and should be reflected in contemporary negotiations. Some insisted that concerns about aboriginal "over-harvesting" are inaccurate. These witnesses claim that because the belief systems of aboriginal people revolve around respect for and conservation of nature, aboriginal harvesters will be prudent and responsible. "The rules of our existence were very simple: find food, survive or perish. For centuries our people have hunted and fished our lands and waters. Fish and wildlife are not simply the objects of sport or recreation; they are at the heart of everything we are and everything we do".

Those who support a commercial allocation for the Nisga'a believe that it will provide an important source of livelihood to them. Direct employment in the fisheries, plus potential value-added activities, some argued, will solidify an economic base for current and future Nisga'a generations. It was suggested that this, in turn, will lead to self-sufficiency and ultimately support self-government.

A number of witnesses, however, argued that aboriginal people should not be extended special rights with respect to commercial fishing. These witnesses expressed the view that aboriginal fishers would be allowed to harvest and sell fish while non-aboriginal people could not. "When fishing is closed, it should be closed to all -- when fishing is open, it should be open to all."

Some see the cap on commercial allocation in the A.I.P. as a positive attribute of the agreement because the formula is based on fish. Because the allocation is not population-based, it will not rise in the future as a result of increased population among the Nisga'a people.

Another view was that money rather than harvesting privileges should be extended to the Nisga'a in the Agreement-In-Principle: "Fish can't be used as a currency to settle a debt owed by us all". Witnesses who expressed this view stated that money can be used by the Nisga'a for enhancement and rehabilitation work, to purchase licenses and invest in fishing-related industries. In this manner, it was argued, the constitutional and ancestral rights of aboriginal people are respected, but a sense of equality is maintained through having all fishers obtain licenses.

However, a number of the aboriginal witnesses objected to this idea. "We're not users. We're the owners. Too many times this happens. We're given a fishing license. They're not looking at us as an owner".

Impacts On Non-Aboriginal Fishers

Some witnesses were concerned about the potential loss of jobs and economic activity among non-aboriginal fishers and supporting industries. "Every time you take a fish away from the commercial fishery and give it to somebody else -- whether it be a sport fisherman or an aboriginal community -- you are taking away part of somebody's livelihood. Justice to the aboriginal community causing injustice to somebody else is not justice at all." A few witnesses were unclear whether compensation will be offered to other fishers that will be affected by the negotiations with the Nisga'a. It was added that, historically, the Nisga'a have had a high participation rate in the commercial fishery.

Replication In Other Treaties

Some witnesses view this agreement as one of the first in a large patchwork of agreements that, together, will threaten fish stocks. Witnesses pointed to the difficulties of replicating this type of agreement in other settings and the potential for overlap with other settlements in the future. They pointed to the need for a province-wide allocation process to address these problems.

Conclusions

- The resource is fragile and needs cooperative efforts toward conservation and fish stock management. The record of fish management, especially of salmon, is not good.

- Aboriginal people in B.C. have a significant history of fishing and an important role in the modern commercial fishery.
- The Committee recognizes the fears of those who see a dwindling fish resource and the subsequent problems of trying to allocate amongst user groups.
- The Nass River fishery is relatively unique in British Columbia. The Agreement-in-Principle covers one river with a fairly isolated population and relatively fewer competing interests. This situation is much less complex than in other basins, such as the Fraser River Basin, where there are a multitude of First Nations and other interests.
- There is no consensus between non-aboriginal fishers, who fear they are bearing a disproportionate burden of settlement costs, and First Nations, who believe they have a constitutionally protected right to fish.
- There is a need for more independent and public reporting on the state of fish and fish habitat, with government and stakeholders (including aboriginal people) working together.

Recommendations

1. **Commercial allocation formulas and the management of commercial fisheries should not be included in future treaties. Instead, they should be addressed in negotiations based on watersheds, basins, regions or the entire province.**

2. **The negotiating process should include a multi-interest body to facilitate consultation with all affected parties.**

3. **It may be appropriate to include in future treaties a recognition of aboriginal rights to commercial fish, where historical trading patterns of First Nations and recent court decisions dictate.**

4. **Authority for annual allocations should rest with the federal and provincial governments.** [1]

5. **To increase fish stocks, sustainable fishing practices and increased resource capacity for local communities should be encouraged.**

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1 During the course of Committee hearings, the federal and provincial governments negotiated a Memorandum of Understanding on fish. Under the Canada-B.C. Agreement on the Management of Pacific Salmon Fisheries Issues, signed April 16, 1997, a jointly-approved Pacific Fisheries Resource Conservation Council will be established. More provincial involvement in fisheries management will likely evolve from this.

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Wildlife

Nisga'a Agreement-In-Principle Summary

A wildlife management area will be established, which will include Crown land outside of Nisga'a lands. The Nisga'a will be entitled to hunt wildlife for domestic purposes in the management area, subject to conservation needs. Harvest of all wildlife within this management area will be subject to annual management plans developed by the Nisga'a and approved by the Province. A wildlife committee will be established, with equal representation from the Nisga'a and the Province, to make recommendations to the provincial government on wildlife management activities and Nisga'a hunting.

The Nisga'a will receive a guaranteed share of moose, mountain goat and grizzly bear, and other species that may be later designated. They will not be able to sell wildlife, but may trade or barter among themselves and other aboriginal people. They also may harvest migratory birds according to international convention and relevant laws of general application. Nisga'a citizens who hunt outside the management area will be subject to provincial laws.

What We Heard

A number of witnesses expressed concern that the A.I.P. provisions concerning wildlife are vague and difficult to understand. They wanted clearer language so that the potential implications for the environment could be better understood.

Wildlife Management

Several concerns were raised about the proposed Wildlife Management Committee. Some witnesses wanted more information concerning the size and composition of the committee. Others suggested that the proposed Wildlife Management Committee be directly responsible to and under the authority of the Wildlife Branch of the Ministry of the Environment. Some, concerned that the expertise of the Wildlife Branch might go unused, advocated that the proposed Wildlife Management Committee be composed of an appreciable number of members of the Branch. In addition, a number of witnesses insisted that the proposed Wildlife Management Committee should have "third party representation" involving such groups as guide-outfitters, trappers, or the British Columbia Wildlife Federation. They were concerned that there is no role for local community members in co-management.

A number of witnesses were clearly opposed to what they regard as provisions in the Agreement-In-Principle that will provide the Nisga'a with special opportunity to influence some of the government's management decisions on large areas of Crown land. For this reason, these witnesses wanted the proposed Wildlife Committee to be reconsidered. They believe that whoever controls wildlife habitat is in a position to control land use and potentially halt development. They are concerned that First Nations participation on the management committee will put them in a strong position to block development on the basis of wildlife interests. These witnesses stated that responsibility for wildlife should remain firmly within the jurisdiction of the federal and provincial governments.

Some witnesses argued for procedural safeguards in the proposed Wildlife Management Committee, particularly respecting accountability. They felt that accountability must be a priority for both aboriginal and non-aboriginal governments with respect to sustainable wildlife management. Other witnesses expressed concern that the proposed Wildlife Management Committee abrogates the needs of other aboriginal groups.

In contrast, a number of witnesses expressed support for the proposed Wildlife Management Committee. These witnesses stated that the committee is appropriate, as aboriginal groups such as the Nisga'a have hunted in a sustainable manner for generations. The witnesses stated that the proposed management committee allows the Nisga'a to have meaningful input into their environment and their future. The witnesses indicated that not only does aboriginal peoples' ancestry supports this, but contemporary examples of their sense of responsibility to nature are also numerous: "Mother Earth is sacred to us, and we have to take care of the land, its resources and its wildlife. If we don't take care of these things, they may not be there for us in the future."

Wildlife Management Area

A number of witnesses expressed concern about the proposed wildlife management area. Specifically, they stated that as the proposed area is very large and difficult to monitor, government enforcement officers should patrol the area on a regular basis and should have unfettered access to the lands without having to gain entry permits. In addition, a number of witnesses were uncertain if the wildlife management area will be clearly marked and if non-aboriginal people will be restricted from entering -- a number opposed any entrance restrictions.

Harvesting

Several witnesses raised questions about aboriginal groups like the Nisga'a being entitled to harvest species within the wildlife management area for domestic purposes. "Proper wildlife management doesn't consider the hunter at all, and it shouldn't consider the hunter. Proper wildlife management considers the number of species that are available and will issue the number of licenses for that particular area as applicable." In addition, some felt that the number of wildlife that are allocated for harvest by the Nisga'a are too high -- moose in particular were mentioned. There was concern that the high harvesting numbers afforded to the Nisga'a will set a dangerous precedent when negotiating with other aboriginal groups. In particular, witnesses cited the potential for difficulties arising from overlapping claims being made on a finite resource.

A number of witnesses argued that the goals of everyone, aboriginal people and non-aboriginal people alike, should be to improve the balance between people and nature, to address issues of conservation, and to protect endangered species and wildlife habitat. These witnesses insisted that the provincial wildlife regulations should apply equally to aboriginal people and non-aboriginal people. In addition, a number advocated mandatory reporting of all harvesting to ensure that proper conservation programs are implemented -- without knowing how many animals are harvested and remaining, the protection of wildlife is impossible. Further to this end, a few witnesses said that enforcement officers must be adequately trained to common standards and be responsible to the federal and provincial governments.

Other witnesses felt that a new relationship should be developed between the First Nations and the rest of Canada, one that involves trust and mutual respect. These people insisted that the Nisga'a should have the opportunity to form this new relationship. Aboriginal people, they said, have suffered tremendously under discrimination, and a partial devolution of the responsibility for wildlife is an important component of reparation and respect for the rights of First Nations. In this context, a witness framed aboriginal rights in terms of being "...integral to the distinctive culture of an aboriginal society, [including] the right to fish, hunt, trap and to use trees, plants, wildlife and water for sustenance, social, spiritual and ceremonial purposes."

In contrast, a number of the witnesses saw this as special privileges and status being afforded to aboriginal people. They were concerned that the agreement will allow the Nisga'a to make laws with respect to wildlife and determine their own times and methods of hunting. Some felt that extending

special privileges to aboriginal people in the form of commercial enterprises and wildlife harvesting is a regressive step. These witnesses acknowledge the discrimination and injustice in the past, but argue that "two wrongs do not make a right". They insisted that aboriginal people should have to obtain licenses regardless of where they hunt. In addition, a small number of the witnesses were unclear whether aboriginal groups such as the Nisga'a will have the right to harvest wildlife in other areas without a provincial hunting license. Some also expressed concern that the Nisga'a will invite other aboriginal people to hunt and trap some of the wildlife that is allocated for harvesting.

Conclusions

- The overall goal is to ensure conservation of wildlife and a fair allocation of wildlife resources.
- Treaty settlements will involve First Nations having a management role over wildlife in their core lands and in a wider wildlife management area.
- Groups with wildlife and habitat interests also have an important role to play in managing wildlife. They seek involvement to this end.

Recommendations

6. **A wildlife component should be part of most future treaties. This will mean an increased role for First Nations in the management of the resource.**

7. **In general, the nature of the wildlife component of treaties should be a joint management committee over a wildlife management area, comprised of First Nations and the Province of British Columbia. A tripartite process may be appropriate where local interests warrant.**

8. **Because of conservation concerns, the ultimate authority for wildlife management should rest with the provincial Minister of the Environment, Lands and Parks.**

9. **The Province may utilize the local knowledge and goodwill of local wildlife interests by *a)* involving them as one of the provincial representatives on the Joint Management Committees; or, *b)* the Minister seeking their advice on recommendations arising out of the Joint Management Committee.**

10. **The Province should consider a regional or provincial Memorandum of Understanding with wildlife groups on their future role in wildlife management.**

11. **In future, there should be a regional approach to negotiating wildlife allocations prior to**

treaties.

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Forest Resources

Nisga'a Agreement-In-Principle Summary

The Nisga'a will manage forest resources on their land and collect stumpage, after a transitional period for existing licensees to adjust their operations. The Nisga'a will be able to establish, implement and enforce forest management standards, provided these meet or exceed provincial standards such as the Forest Practices Code. Existing forest license holders will be required to meet their current silviculture obligations.

For forest resources outside of Nisga'a lands, the Nisga'a may purchase existing timber licenses to a maximum of 150,000 cubic meters. Any such acquisition would be subject to the *Forest Act*.

What We Heard

Economic Issues

The Nisga'a Agreement, it is estimated, will transfer approximately 45,000 hectares of productive forest land to the Nisga'a, accounting for an Allowable Annual Cut (AAC) of about 222,000 m^3 of timber or 7% of the total Kalum AAC.[2]

Some witnesses saw negative economic impacts upon the forestry industry following this type of settlement. Thousands of jobs and hundreds of millions of dollars of economic activity in British Columbia are dependent upon an active supply of timber, and they felt that the area that is to be

transferred to the Nisga'a represents a significant portion of the province's active forests, and will result in a smaller total area for forestry. The witnesses stated that a number of interests will be negatively affected by the A.I.P.: forest and logging companies; small business forest enterprises; contractors; employees of the licensees; small business operators; mills that require fibre; and the companies that service the forest industry. In addition, these witnesses stated that the A.I.P. will affect the ability to secure timber, notably in the Kalum, the Nass and the North Coast timber supply areas. Questions were also raised about the ability of the provincial government to fund programs with lower stumpage revenues once stumpage is collected by the Nisga'a.

In contrast, other witnesses stated that forestry will not be significantly affected by the Agreement-In-Principle. These witnesses stated that although a portion of the province's forestry activities will be conducted by aboriginal people rather than by independent logging companies, there is no reason to believe that logging will cease. They felt that the Nisga'a will still supply fibre to the mills, they will still hire contractors and they will still use the forestry support services. Some added a number of positive impacts to the Nisga'a people: job creation and improved training for aboriginal people; increased capacity among the Nisga'a resulting from co-management and joint ventures with industry; local hire and control; and increased economic independence (including revenue to fund self-government), reducing the need for money transfers from government.

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2 Figures derived from KPMG study.

Third Party Interests

A number of witnesses indicated that the Agreement-In-Principle represents the first of many such agreements, and that more timber land will be transferred to other aboriginal groups following the precedent set by the A.I.P. Given this, these witnesses wondered about compensation for logging companies and employees with expropriated forest tenures. Some stated that the A.I.P. should be amended in order to allow for the tenured licensees to operate normally until the expiration of their tenures. A few suggested that, at the least, the Nisga'a should accept the advice of government advisory boards responsible for transitional issues like non-aboriginal employment and compensation levels.

Access to Land

A number of witnesses raised the issue of access. These witnesses expressed concern that negotiations similar to those with the Nisga'a will result in further agreements with other aboriginal groups, which will then result in non-aboriginal people lacking access to road rights-of-way; utility corridors; resource extraction zones; outdoor recreation areas; fishing and hunting areas; regions experiencing forest fires;

sites of airline crashes and navigational waterways.

Analysis of Impacts

Some witnesses stated that more time must be taken so that the ramifications of such an agreement can be determined. Questions were raised about displaced workers, forestry towns and other industries that support the forest industry. Similarly, other witnesses insisted that more time is needed in order to involve other parties in the negotiations. These witnesses stated that unless all interested parties are included in the negotiations, the legitimacy of these agreements will not be certain and may be called into question in the future.

In contrast, some emphasized that the more time that is taken, the more money will be spent on the consultation process. These witnesses stated that this is undesirable, as the cost of consultation will be applied against the final settlements. They also pointed out that both the provincial government and the firm KPMG had completed favourable reports on the regional socio-economic effects on the Nisga'a A.I. P.

Forest Management

A number of witnesses stated that there must be clearly defined logging and forestry standards to be followed by the Nisga'a. They stated that unless enforceable minimum standards are in place, forestry within British Columbia will be in chaos: "Under the Forest Practices Code, the provincial forester has the power to rescind the harvesting license of a licensee if he contravenes that code -- probably a worst-case scenario. We see that this would be impossible to do with constitutionally enshrined woodlands." Concern was also expressed about the ability of First Nations to deal with referrals under the Forest Practices Code.

In contrast, other witnesses stated that aboriginal people are responsible stewards of the environment. They noted that aboriginal people have lived peacefully and harmoniously with nature for thousands of years, and that the need for regulations to protect the environment arose only after the arrival of the Europeans.

Conclusions

- The forest sector, a major contributor to the provincial economy, seeks continued access to fibre, at a reasonable cost, in the interest of investment and employment.

- The Ministry of Forests will retain a lead role in decisions on Crown land.
- At the present time, there is growing but limited participation of aboriginal people in the forest sector, particularly in comparison to the fishery. Efforts are required to encourage greater participation and partnerships with industry.
- Greater First Nations involvement in the forest industry provides the potential for enhanced economic self-sufficiency for First Nations communities.
- Under the Forest Practices Code, a number of matters are "referred" to First Nations. There appears to be a lack of capacity among some bands to deal with these referrals.
- The Agreement-in-Principle calls for the Nisga'a to "meet or exceed" provincial standards such as the Forest Practices Code.

Recommendations

12. **Negotiating parties should work closely with affected licensees to minimize negative impacts on their existing licenses.**

13. **Because the success of treaties requires the active participation and support of local communities, attempts should be made to resolve issues regarding effects on tenure holders and forestry workers before signing agreements.**

14. **Joint ventures between First Nations and forestry companies should be encouraged. Apprenticeship and training programs may be part of these efforts.**

15. **All treaties should require First Nations to "meet or exceed" provincial Forest Practices Code standards.**

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Cash vs. Land Settlements

Nisga'a Agreement-In-Principle Summary

The A.I.P. provides for approximately 1,930 square kilometres of Nisga'a lands in the lower Nass River area. Nisga'a lands, including the four Nisga'a villages, will be communally owned. Fifty-six Indian reserves in the area will cease to be Indian reserves and will become Nisga'a lands. The Nisga'a will own both surface resources and sub-surface resources on Nisga'a lands.

Existing fee simple land and land with agriculture leases and woodlot licenses are not included in the land allocation.

Land contained within eighteen reserves outside Nisga'a lands will become fee simple lands owned by the Nisga'a government and will be subject to provincial laws. An additional fifteen parcels of fee simple land, totaling no more than 2.5 square kilometres, will be owned by the Nisga'a for economic development. These lands will also be subject to provincial laws.

What We Heard

During the hearings, many witnesses addressed the implications of cash and land settlements for aboriginal people. The Nisga'a A.I.P. includes a combination of both.

Preference for Cash Settlements

Some witnesses stated that money, rather than land, should be provided to aboriginal people in treaties. They argued that the land represents the future of all Canadians and should not be negotiated away. A number of witnesses felt that substantial economic activity and employment will be lost if large amounts of land are given to aboriginal people. Others insisted that the allocation of land to aboriginal people will result in public outrage. Some stated that cash must be the method of negotiation because it is the only way to ensure that every individual aboriginal person receives a fair share.

Cash, it was argued, is a more flexible and appropriate device: "if they wanted to purchase the land, they could do that". Cash settlements were seen by some as a fair approach, because they believed the cost of the settlement would be paid for by the federal government and spread equally among taxpaying Canadians. Some added that cash settlements equalize the impacts to British Columbians, because all citizens would be affected in the same way -- those in or near the settlement area, for instance, would be affected more directly by transfer of land ownership. Some urban aboriginal bands told the Committee they recognized that there is no available land in their area, and were prepared to receive other treaty benefits, such as cash or access to other resources. A number of witnesses argued that a cash settlement would result in more immediate economic benefits to the region around the settlement. Cash was also viewed by some witnesses as a one-time, finite, quantifiable cost.

Others argued that cash is preferable to land settlements on the grounds that it is difficult to assign value to land and its current and future resources. People were concerned about difficulty of calculating losses of revenue, and losing the ability to tax activity on the land. There was also concern regarding the impacts that changes in land ownership would have on those who currently hold grazing leases or forest tenures. Some believe that this would lead to uncertainty and affect the viability of activities that currently rely on regulated use of crown land. On the other hand, some believe this would simply result in a shift of landlord from the Province to a First Nation.

Preference for Land Settlements

In contrast, some witnesses stated that land should be the primary resource offered in settlements -- because the aboriginal people were the first to inhabit the land, it is rightfully theirs. In addition, as the spirituality and values of aboriginal people are so closely tied with the land, cash settlements would be inappropriate. "Cash settlements really mean that Indians will be given cash to buy the land back after the resources have been extracted. The truth is that our only strength and wealth is in the natural resources. Cash is not a cultural value; land is."

Some witnesses favoured land settlements because of the strong historical, cultural, sustenance and spiritual attachment that aboriginal people have to the land. Land was seen by others as necessary to provide an economic base to aboriginal communities. Community ownership was favoured by some

witnesses over individual ownership of fee simple land, as community ownership is a facet of the organization of aboriginal societies. It was generally recognized, however, that Crown land is not available in some areas, especially the Lower Mainland.

Conclusions

- Future treaties will include both land and cash, with the balance between land and cash varying from region to region and from treaty to treaty. There will be significant differences between rural and urban treaties, because there is less Crown land available in urban areas.
- There is a need for flexibility in creating the appropriate balance for each treaty.
- There is a need to recognize the rights of those who have entered into agreements with the Province regarding use of Crown lands.
- Fee simple lands are not on the negotiating table.
- Consistency across agreements can best be achieved by negotiating a province-wide formula for cash and land allocations.

Recommendations

16. **A formula for measuring cash and land values, or a mix thereof, should be established. This formula should be negotiated province-wide between the federal and provincial governments and First Nations, who may wish to refer to cash/land envelopes established in the Yukon agreements and the recent KPMG study.**

17. **For individual agreements, the balance between cash and land should be the subject of local negotiations.**

18. **A broader community-based consultation process should be established, involving aboriginal and non-aboriginal community members, to address the impacts of land settlements on those who hold tenure or leases to Crown land.**

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Self-Government

Nisga'a Agreement-In-Principle Summary

The Nisga'a will have a central government, four village governments, and three urban locals in Terrace, Prince Rupert and Vancouver. The village governments will be similar in structure to other local governments in the province. The Nisga'a are required to adopt a constitution that defines the structure, duties and membership of their government. They will have jurisdiction in Nisga'a lands over such things as culture, language, employment, public works, transportation, land use and marriage. The central government will have the power to tax Nisga'a citizens on Nisga'a lands.

The A.I.P. provides that the Canadian *Charter of Rights and Freedoms* will apply to Nisga'a government and its institutions in relation to all matters within its jurisdiction and authority, "bearing in mind the free and democratic nature of Nisga'a government as set forth in this agreement".

The Nisga'a will continue to provide health, child welfare and education services, but now will have full jurisdiction. The Nisga'a government will be able to provide full policing services on Nisga'a lands, just as municipalities do. Police must meet provincial standards for training, qualifications and professional standards.

Non-Nisga'a citizens residing on Nisga'a lands will not vote for Nisga'a central government, but will be consulted about and may seek a review of decisions which will directly affect them. They will also be able to vote for and seek election on elected bodies that directly affect them.

After a transitional period, the *Indian Act* will cease to apply to Nisga'a citizens.

What We Heard

Definition of Self-Government

Some witnesses view self-government as synonymous with community-based autonomy or self-determination. The question is not self-government versus no self-government, but how to protect the right to self-government within the existing Canadian constitutional framework. They believe that self-government is "the solution as well as the problem". The treaty process invites aboriginal groups to assume powers as they are able. The Agreement-In-Principle acknowledges self-determination, that is, the right of an aboriginal nation to choose how it will be governed within the provisions of the Canadian constitution.

General Statements

It was generally agreed by witnesses that some form of self-government is required. Some stated their belief that the federal and provincial governments are supportive of the inherent right to self-government. A number felt that aboriginal people should be able to govern as many of their affairs as possible in whatever way they themselves choose, maintaining that self-government is "first and foremost a moral issue, touching the very soul and heart of Canada." Further, it may be the means by which aboriginal peoples can express themselves as distinct peoples, develop the economic potential in their lands, and design cultural, social and religious institutions to meet their needs. These witnesses pointed out that First Nations governed themselves before the arrival of Europeans and, therefore, self-government is being restored rather than granted.

Nature and Scope of Self-Government

Witnesses differed over the scope of jurisdiction appropriate for aboriginal self-government. For the sake of clarity, these have been divided into four general perspectives.

The first perspective was that self-government agreements should be defined by aboriginal people. For example, the Nisga'a Agreement-In-Principle was negotiated by the Nisga'a and therefore is acceptable to them. Witnesses stated that the Nisga'a form of governance will flow from their historical culture rather than from adopting a pre-existing municipal or regional model. Similarly, future agreements will be compared to existing models, then critiqued and modified according to local needs.

The second general perspective was that the Agreement-In-Principle has much in it that makes the Nisga'a government look municipal. The Agreement-In-Principle, referred to by the provincial government and several witnesses as "municipal-plus", is defined as allocation of municipal-type powers plus other powers that are related to the heritage, culture, language, and values that are reflected in First Nations communities.

While those who held this view generally supported a municipal style of self-government, they also had a number of concerns. Some witnesses maintained that self-government at the municipal or regional level is acceptable as long as the authority and responsibility of provincial and federal governments is paramount. They asserted that this gives aboriginal people the same opportunity to govern themselves that non-native have. Most existing arrangements involve the devolution of municipal-type powers to individual bands. Some witnesses raised concerns about the creation of a new level of government with powers beyond those afforded local governments. They maintained that it will be a challenge for B.C. to reconcile different styles of self-government with municipal administration.

The third general view was that the self-government provisions of the Nisga'a Agreement-In-Principle essentially create a third order of government or a quasi-provincial form of government. Some witnesses believe this will serve to further divide aboriginal and non-aboriginal people. Witnesses who held this view contended that aboriginal self-government should operate under the same legislation and same general levels of jurisdiction as municipalities.

Other witnesses, especially First Nations, see things differently. They see First Nations striving to regain, to the greatest extent possible, the ability to determine their collective fate as unique cultures whose homelands happen to be within the borders of Canada. Autonomy in this case is not equal to territorial sovereignty in the sense enshrined in international law, but it does carry with it the ability of a First Nation to exercise powers within a class of subjects in a manner unfettered by federal or provincial legislation. The determination of such classes of subjects is the work of treaty-making and should lead to a comfortable fit with surrounding federal and provincial jurisdictions, as well as a harmonization of laws that could affect people across jurisdictions. To these witnesses, this is self-government within section 35 of the Canadian constitution, and it represents a just and reasonable way of including First Nations in Confederation commensurate with their role in the history of this country. Section 35 protection (entrenchment) was viewed as eliminating the ability of either Canada or British Columbia to act in the best interests of a First Nation by imposing changes through fiduciary obligations or delegated powers, and will end the legacy of colonialism and domination.

A fourth general perspective proposed mainly by aboriginal sovereigntists was one of treaty federalism or co-existing First Nations with Canada, worked out through treaty negotiations or a treaty system. The aim of this new relationship is equality, co-existence and self-government in order to increase aboriginal self-respect and recognition through international law. Under this view, First Nations must be viewed as autonomous nations with the right to self-government. A legitimate treaty process would be ratified recognition of nation-to-nation status.

Jurisdiction and Powers

Opinion is varied about which powers should be included in self-government agreements. Some witnesses maintained that most negotiations and settlements are in relatively remote regions and it is easy for governments to negotiate self-government with First Nations that are removed from major population settlements.

Witnesses suggested that, when self-government agreements are being developed, off-reserve and non-status aboriginal people should be involved, especially regarding service delivery issues.

A number of witnesses contended that integration of health services in the Agreement-In-Principle will be similar to the integration of services that is occurring throughout the province. Witnesses mentioned that aboriginal people already have jurisdiction over adoption, which means there is already an element of recognition of self-government. Some First Nations are managing their own school district, hospital and health care facilities.

Power to Tax

Some witnesses stated that the right to govern without the right to collect resources or taxes is meaningless -- self-government requires revenues to pay for its programs. Further, these witnesses argued that a land base belonging to the aboriginal people is a necessary precondition for successful taxation and self-government policies.

Taxation Without Representation

A number of witnesses expressed concern that the Agreement-In-Principle will result in the proposed aboriginal governments having the ability to impose taxation upon non-aboriginal people who would lack direct electoral representation on Nisga'a government bodies. This, they argued, is a violation of the principle of "no taxation without representation". These witnesses stated that the democratic rights of non-aboriginal people occupying or conducting business upon aboriginal lands must be protected as it is in the rest of Canada: "You may remember that this sort of policy created quite a tea party on the east coast a couple of hundred years ago."

Some non-aboriginal witnesses had a different perspective: "I don't want to vote for the Chief and Council nor do any of my members. We don't want to be on the Council. We simply want to have some input."

Models of Self-Government

Witnesses noted some examples of other self-government agreements, particularly the models in Sechelt and Yukon were described. Several witnesses suggested that the Sechelt model of self-government, formed in 1986, has been very successful. Initially, non-natives were apprehensive about self-government, but a number of witnesses from the area contended that it is easier to work with the First Nations since the self-government provisions came into effect. Witnesses generally agreed that relations between natives and non-natives have improved. However, a shortcoming of this model was seen to be that non-aboriginal occupiers of aboriginal land do not have the right to vote for the government that taxes them.

Some witnesses noted that the Yukon treaties do not include any self-government powers, but provide for negotiations between individual Yukon First Nations, Canada and the Yukon government to "conclude self-government agreements appropriate to the circumstances of the affected Yukon First Nation." Some commented on the Yukon and Sechelt models of self-government as deriving their authority by delegation from the federal and territorial or provincial governments, making them similar to municipal or regional governments in this respect.

Perspectives on the Nisga'a Model of Self-Government

Witnesses opposed to self-government asserted that the Nisga'a model sets a precedent that will fragment B.C. by creating "nations within a nation." They contended that individual needs can be met by one system rather than by separate legislative bodies managed by people of a particular race or ethnic origin. Some maintained that without expanding municipal governments' authority to levels equivalent to those of post-treaty First Nations, self-government will remain an obstacle to the public's acceptance of treaties.

A number of witnesses expressed concern about the monetary burden self-government under the Nisga'a model will create. They also believe self-government will cause an unnecessary duplication of services.

Some witnesses insisted that self-government will "destroy the very fabric, the very principles upon which Canada was founded: the principles of independence, productivity and economic freedom." In contrast, others maintained that "until 1947, this country that we're so proud of, called Canada, was a race-based democracy." They contended that people who criticize aboriginal self-government provisions are not taking responsibility for past injustices.

Some opposed self-government for First Nations because they believe it is a form of apartheid. They

expressed concern that a constitutionally entrenched model of self-government will be created that is untested and untried. Conversely, others viewed self-government as a move away from the apartheid system of the *Indian Act* to one of empowerment and real equality.

Some witnesses noted that self-government provisions were contained in the Charlottetown Accord, which was rejected by the majority of Canadians, including aboriginal people. Others argued that self-government was merely one issue included in the Charlottetown document and was not necessarily the reason the accord was rejected.

A number of witnesses expressed concern that there is a lack of accountability within the current band council system, and hence many aboriginal people are not fairly represented. They stated that the form of self-government in the A.I.P. will not ensure fair representation of all aboriginal people in B.C. In addition, several witnesses mentioned that some aboriginal women do not support aboriginal self-government. These witnesses maintained that aboriginal women are fearful that self-government will perpetuate male-dominated political structures.

Entrenchment of Self-Government

The Nisga'a self-government model would be the first in Canada to be entrenched in the Canadian Constitution. Some witnesses claimed that self-government is the fundamental aspiration of most aboriginal people and that self-government entrenched in the constitution is the main fortress against cultural assimilation. This desire is based in part on historic treatment of aboriginal people and related to a deep-seated lack of trust. Some said they fear that if self-government is not entrenched, the provincial and federal governments will want to re-negotiate if their interests are not being met.

In contrast, other witnesses stated that it is unwise to combine self-government and treaty agreements because they become entrenched and therefore difficult to change. In the Yukon, they say, the federal government separated self-government agreements from treaty agreements to avoid this issue.

Financial Considerations

A number of witnesses questioned how self-government will be financed. Some contended that the federal and provincial governments must ensure that adequate funds are available to cover implementation and other costs associated with self-government. Witnesses were uncertain about how and when the federal government will pay its share. Some witnesses expressed concern that British Columbians will find themselves paying more taxes to finance the implementation of self-government.

Most witnesses believe that a taxation base is an integral part of providing sustainable self-government.

They stated that First Nations must have the land and resource base to fuel their economies and generate wealth to sustain self-government. They stated that property taxes levied by First Nations will enable them to develop the infrastructure necessary to exercise self-government. Some witnesses questioned whether the self-government provisions found in the A.I.P. will be practical and affordable for the many smaller B.C. aboriginal communities that are also engaged in treaty negotiations. Some witnesses cautioned that the degree of government and bureaucratic activity contemplated for self-government is economically unsustainable. They question who will fund the social programs that are currently funded by the federal government.

Other Considerations

Some witnesses mentioned the diversity in aboriginal communities -- some First Nations have relatively high populations, while some are very small, comprising a few hundred scattered members and possessing limited institutional and financial capacities. They expressed concern that sustainable self-government will be very difficult for some communities.

Conclusions

- When Europeans arrived in British Columbia, aboriginal people were living in established communities, governing themselves and participating in distinctive cultures, as they had done for centuries.
- Since the arrival of Europeans and the creation of Canada, First Nations have been governed by the *Indian Act*, which is paternalistic, colonial and outdated.
- The Nisga'a self-government agreement marks the first time in B.C. that the *Indian Act*, following a transition period, will no longer apply to a group of aboriginal people. This is an historic step.
- The Committee found that, overall, there is strong support for some form of self-government to replace the *Indian Act*.
- There is no consensus on the form or style of self-government. Some support a delegated model similar to that used in Sechelt (sometimes referred to as "municipal-plus") and others support the Nisga'a model of constitutionally entrenched self-government.
- Entrenched self-government provides greater certainty to First Nations.
- Self-government and greater economic resources are the tools by which First Nations can break the present bonds of dependency on government.
- Self-governing provisions in limited areas are desirable for the preservation of aboriginal culture and for the advancement of equality between First Nations people and other Canadians.

Recommendations

19. **The *Indian Act* system should be replaced by a system of self-government, so that aboriginal people can take control of their own affairs.**

20. **Aboriginal governments must operate clearly within the context of Canadian constitutional law, including the *Charter of Rights and Freedoms* and the Criminal Code.**

21. **The powers of First Nations governments will vary and will be a matter for negotiation. Areas of jurisdiction for aboriginal governments may include, but not necessarily be limited to: taxation, business licensing, land use planning and zoning, public works, policing, financial administration, adoption and marriage, inheritance of cultural property, language, local health and local education.**

22. **Treaties should accommodate non-aboriginal people who live on settlements lands and provide them reasonable input into decisions which affect them.**

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Taxation

Nisga'a Agreement-In-Principle Summary

The A.I.P. provides that Nisga'a government will have the power to tax Nisga'a citizens on Nisga'a land.

A tax delegation agreement may be negotiated between the Nisga'a and provincial governments to permit the Nisga'a government to impose property taxes on non-Nisga'a occupiers of Nisga'a lands. Co-ordination of tax systems may be negotiated between the Nisga'a, the Province, and the federal government.

Section 87 of the *Indian Act*, which provides for tax exemptions for status Indians, will cease to apply after a transition period.

What We Heard

Witnesses addressed both the advantages and disadvantages of the personal taxation agreement in the Nisga'a A.I.P. Some saw the taxation agreement as a major concession on the part of the Nisga'a, but of mutual benefit to all. One benefit of the agreement noted during the hearings is that it will lead to integration of aboriginal people into the economic mainstream of Canada. Some believe that the taxation provisions are fair and eliminate a current distinction that is based on culture and race and was part of the old *Indian Act* system.

Witnesses also criticized the personal taxation sections of the Agreement. It was argued that the implementation period for the taxation agreement (8 years for consumption taxes and 12 years for income tax) is too long -- some cited the Yukon umbrella agreement, which has a 3-year transition period for both income and consumption taxes. Some aboriginal witnesses objected to the elimination of their tax-exempt status because this is one of few favourable conditions provided to them at the present time.

Some witnesses stated that aboriginal people should not have to relinquish their status of exemption from paying income tax, arguing that the income tax exemption status is a large component of the acknowledgment of the rights of aboriginal people by the Government of Canada. In addition, they noted that despite exemptions for income taxation for aboriginal people on reserves, substantial amounts of taxes are paid for services and resources off reserves by aboriginal people. These witnesses insisted that exemptions do not signify that aboriginal people are not contributing to the tax revenues of Canadian governments.

Conclusions

- The taxation agreement is seen as a major concession by Nisga'a citizens.
- It will be well-received by non-aboriginal people because many believe it will lead to economic integration and self-sufficiency.
- Other First Nations may resist similar provisions in their negotiations.

Recommendations

23. **An object of negotiations should be to eliminate the tax exemption that presently exists under the *Indian Act*.**

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Third Party Compensation

Nisga'a Agreement-In-Principle Summary

At the present time, the provincial government does not have a single, comprehensive policy on third party compensation. However, the Province's principles for negotiation state that "fair compensation for unavoidable disruption of commercial interests will be assured."

What We Heard

A number of witnesses stated that compensation must be offered in a timely manner to third parties affected by the settlement. The international business reputation of Canada, they argued, will be tarnished if the rights of individuals are affected and compensation is not awarded: "Those whose livelihoods depend on resources will always resist any social changes that negatively impact them, unless they're dealt with fairly and in a timely manner." Those who were said to need compensation include the following: companies whose land tenures may be expropriated; small business forest enterprise companies; contractors; employees of licensees; mills that require wood fibre; commercial and recreational fisheries; mineral tenure holders; cattlemen who could lose grazing leases; and all others with "a legitimate commercial interest in Crown land and resources".

Some who support third party compensation believe it should encompass current and future losses for investments. It was suggested that third parties are entitled to compensation because they have been playing by the "rules of the game" all along, and treaty negotiations represent significant changes to those rules. Some argued that compensation of third parties is an established practice, and others sought

the creation of a provincial policy to deal specifically with tenure holders affected by treaty negotiations.

Arguments were also made against the practice of compensating third parties. One view is that third parties do not own the land but have been profiting from it for a long time, and therefore do not deserve compensation. It was pointed out that aboriginal people did not receive compensation when their land base was originally taken away for other uses, so third parties should not either. The Nisga'a told the Committee of seeing full logging trucks taking their trees out of the Nass Valley. Some said that laws currently exist to allow third parties to claim compensation and that there is no need to develop laws or policies specific to those affected by land claims.

Conclusions

- The *Expropriation Act* may not be an appropriate tool for addressing third party compensation in the context of treaty negotiations. A process specific to treaty negotiations may be required.
- Although there was no consensus among witnesses regarding the issue of compensation to third parties, there was general agreement that the rights of third party interests must be acknowledged and dealt with in a fair manner.
- A different approach to sharing the economic costs may be required for large versus small tenure holders, depending on how they are affected and their ability to maintain economically viable operations.
- When granted, compensation should be fair and timely.

Recommendations

24. **Third party interests should be addressed in the treaty negotiation process in a fair and impartial way.**

25. **Alternatives to compensation should be sought whenever possible. These might take the form of joint ventures, transitional measures, or transfer of licenses to First Nations landlords.**

26. **A clear provincial policy on compensation should be developed for those whose legal interests in Crown land are lost as a result of treaty settlements. This policy should identify what triggers compensation (*e.g.* alienation of land, change of use) and what constitutes a legitimate claim.**

27. **Those with potentially affected legal interests should be able to officially register their**

claims with the provincial government.

28. **An appeal process, including arbitration or mediation, should be designed for those who are not satisfied that their interests were fairly compensated.**

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Certainty

Nisga'a Agreement-In-Principle Summary

Prior to ratification of the Nisga'a Final Agreement, the three negotiating parties will "determine the precise legal technique to achieve certainty".

What We Heard

There were differences in the meaning of the term "certainty" used by witnesses. To some, certainty meant precise legal language that determines conclusively that no further aboriginal rights can be claimed beyond the treaty settlement. Witnesses disagreed over the need for this type of language to be included in the text of treaty documents.

Another way in which "certainty" was spoken of was in terms of a general clarification of relationships between aboriginal and non-aboriginal British Columbians. In this regard, witnesses generally expressed the belief that treaty settlements will result in greater certainty for all parties and provide the basis for enhanced economic planning and development in British Columbia.

Certainty and Finality

A number of witnesses stated that unless certainty and finality are reached with respect to aboriginal

rights, thousands of jobs and millions of dollars of economic activity will leave British Columbia and possibly Canada. These witnesses noted that many companies are international and will relocate to regions that assure profitability with minimal disruption. Aboriginal rights issues, they argued, are creating concern for the business community, because it is difficult to predict whether a particular area will be available for natural resource or other development. Several stated that businesses are preferring not to build expensive plants or operation centres in British Columbia because of this uncertainty -- the result is that many jobs and companies are moving to Alberta and to other parts of the world. "Certainty means being able to count on a predictable wood flow over the long term, while maintaining a cost structure that ensures global competitiveness."

Some witnesses wanted agreements to be both certain and flexible. They felt that agreements must reflect and be responsive to changing circumstances and the needs of the aboriginal population. Some stated that, as aboriginal people are attempting to overcome decades of oppression and discrimination, the different developmental periods of their recovery must be accompanied by appropriate shifts in agreements with the government and people of Canada. "When the future comes -- as none of us can predict it -- perhaps we are going to have to make accommodation for changed circumstances: new population, new technology, new requirements."

A number of witnesses conceded that although flexibility is needed in order to allow for updates and revisions, the agreements must be solid enough to ensure investment in the province: "Most business leaders have come around [to support negotiations] for the simple reason that they need economic certainty.... Following settlements, non-native business leaders have actually capitalized on new opportunities, often through joint ventures with aboriginal communities, and have discovered a common interest in sustainable, mutually beneficial economic development." These witnesses expressed optimism about future possibilities, but cautioned that continued uncertainty regarding the issue of aboriginal rights in British Columbia will make the province unattractive to international capital.

Some suggested how certainty and flexibility might be achieved simultaneously, for example by introducing timelines after which no further revisions to treaty settlements could be sought. These witnesses stated that this framework for dispute resolution would appease both the claims of the aboriginal people and the business community.

In contrast, others insisted that it is impossible to have both certainty and future flexibility with respect to the agreements and aboriginal rights. They felt that the aboriginal people are trying to gain further resources and concessions in the future by asking for a "living document", and argued that such agreements will do nothing to satisfy other British Columbians or the business community.

A number of witnesses advocated certainty language in the form of a "cede, release and surrender" statement, arguing that there is an historical basis for using such language in Canadian treaties. This language is also referred to as "extinguishment" language. Some witnesses believe that this language helps to create economic certainty, which in turn will be necessary for support for treaties from the general public. The witnesses insisted that treaties must explicitly exchange the current undefined

aboriginal rights for defined and limited rights and benefits. In addition, a number felt that the agreements and treaties must contain clear and precise language to ensure that unfavourable legal interpretation does not occur in the future.

On the other hand, some witnesses stated that "cede, release and surrender" language is not necessary to create certainty, and that it will be accomplished by the exhaustiveness of treaty provisions -- the treaty, in fact, becomes the exchange of undefined aboriginal rights for defined treaty rights. Aboriginal witnesses pointed with some vigour to the long history of broken treaties with Canada as evidence that no agreement is absolutely certain, and emphasized the point that aboriginal people are unlikely to accept "certainty language" due to of lack of trust. It was also argued that certainty is not attainable or practical because governance evolves continually.

A number of witnesses felt that the certainty and finality desired with respect to aboriginal rights may never be achieved. Some said that demanding further resources and concessions by the aboriginal people has become an integral part of negotiations and is not likely to change. Some stated that the needs of the aboriginal people are relative, rather than absolute, and are therefore subject to change and renegotiation as the circumstances change.

Conclusions

- Treaties should exchange a broad range of undefined aboriginal rights for more precisely-defined, substantive treaty rights.
- Greater certainty over the status of aboriginal rights will be beneficial to the economy, and this is an important factor for non-aboriginal peoples' motivation for settling treaties.
- Great care is required in developing appropriate language regarding certainty in final settlements.
- There must be some mechanism within treaties to account for future change. Some treaty provisions (*eg.* land and cash) require a greater degree of certainty than others, such as self-government, which will evolve.

Recommendations

29. **Certainty language in treaty settlements should be addressed in province-wide negotiations.**

30. **Language should be acceptable to both aboriginal and non-aboriginal people.**

31. **Although the technique for achieving certainty is primarily the responsibility of the federal government, the Province should develop and publicize its preferred legal means to achieve**

certainty, and recommend it to the federal government.

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Issues Arising from the Nisga'a Agreement-in-Principle -- *continued*

Ratification

Nisga'a Agreement-In-Principle Summary

After the A.I.P. was signed, a public community meeting with a "show of hands" vote was held among the Nisga'a people. A positive result from the community meeting preceded further negotiations on the final agreement, which will be put to a referendum of the Nisga'a people. Neither the federal nor provincial parties are legally required to put the A.I.P. to the public for ratification. It is expected that the final settlement will be put to the provincial government by bringing it before the Legislature, and by the federal government by bringing it before Parliament.

What We Heard

Ratification by Aboriginal People

Generally, witnesses supported referenda for the aboriginal people during the ratification process.

Ratification by Government

A number of witnesses raised the issue of how British Columbians will be involved in approving or ratifying the final agreement before it is signed. Some said that a Canada-wide or British Columbia-wide

referendum should accompany the ratification of the final agreement with the Nisga'a people. These witnesses stated that the issue of aboriginal people rights is far too important to be decided by a small number of representatives of the government, and the whole country should be involved in the determining a fair settlement. Their rationale for holding a referendum included the following: if the Nisga'a hold a referendum, non-Nisga'a should as well; if the Nisga'a were able to understand and vote on the A.I.P., British Columbians can, too; the Nisga'a A.I.P. is a major precedent in British Columbia; referenda are held on matters that affect the constitution (*e.g.* the Charlottetown Accord); and treaties require broad public support to be successfully implemented.

In contrast, a number of witnesses stated that having referenda as part of the ratification process is not a good idea because they are too expensive and time-consuming. Further, some argued that they will merely result in third parties dominating the treaty process. Others opposed the idea of a referendum with the following arguments: a referendum is contrary to our Canadian parliamentary tradition of representative democracy; people may vote "no" on the basis of one small aspect of the treaty, rather than considering the full package; the large concentration of people in urban centres of southwest B.C. would dominate the referendum; the Nisga'a were required to hold a referendum, it was not done by choice; only those who oppose the A.I.P. want a referendum; the A.I.P. is far too complex for the public to understand without a great deal of public education; there was no referendum when the land was taken away from the aboriginal people; treaties have disproportionate effects of aboriginal people compared to non-aboriginal people; the cost of conducting a referendum is too high; and referenda tend to uphold the status quo.

Conclusions

- Successful, enduring treaty settlements require public support and involvement.
- The Canadian parliamentary tradition is one of representative democracy where MPs and M.L.A. s vote on the questions to be determined.
- Opinion was divided as to whether there should be referenda.

Recommendations

32. **The Nisga'a agreement and future final agreements should be ratified by putting them before the British Columbia Legislature in accordance with our principles of representative democracy.**

33. **Free votes in the Legislature should be permitted, so as to allow greater freedom for Members of the Legislative Assembly to represent the interests of their communities.**

34. **The community consultation process should be expanded as proposed elsewhere in this report. Local M.L.A.'s should be involved in this process.**

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Issues Related to the Treaty Process

Education and Awareness

What We Heard

Witnesses raised a number of issues related to the lack of knowledge and understanding regarding the Nisga'a A.I.P., the treaty process, and aboriginal culture and history. This lack of information was described as a major obstacle to resolving future settlements. Witnesses also commented on improvements to the sharing of information since the Nisga'a negotiations were initiated.

Nisga'a A.I.P.

Witnesses found that the A.I.P. was highly complex and difficult to understand. Many who had taken time to review the A.I.P. were still left uncertain about how it dealt with issues like: does the A.I.P. represent the full scope of the negotiations; what provisions are there in the A.I.P. for dispute resolution or legal interpretation; are there provisions for the displacement of existing economic activities; will certainty be delivered with respect to Nisga'a rights on Crown land; and will access to Nisga'a land be guaranteed to non-aboriginal people. Some believe that there are too many misunderstandings and unanswered questions for the A.I.P. to be a meaningful agreement for all parties, and that further education is needed.

Some witnesses found that the language was overly technical and legalistic. They thought it was difficult for people to fully grasp the contents of the agreement, let alone the implications of various clauses. This lack of understanding was thought, in some cases, to result in misinterpretation, confusion and fear of the A.I.P.

Treaty Process

It was put forward that people are largely unaware of how treaty negotiations work and what role various parties have within that process. Some witnesses argued for greater access to information as treaties are being developed, so that the public can consider the costs and benefits of negotiating mandates and compromises. In addition to needing more information about the treaty process, witnesses stated that more must be done to educate British Columbians as to why treaties are important. "As evidenced since the Nisga'a deal, I think a lot of the backlash is because people do not understand why these claims have to be settled." It was emphasized by some witnesses that education and awareness programs must be locally based and driven, but could be co-ordinated centrally, perhaps by the B.C. Treaty Commission. Some advised that any further consultations or referenda without comprehensive and widespread education would be a mistake.

Further, some witnesses stated that more information is needed by aboriginal people. These witnesses felt that many of the terms and conditions of the negotiations are foreign to some aboriginal people. It was also stated that education for aboriginal people concerning the treaty process is critical, as these decisions will impact upon many future generations.

Some put forward that members of the government and officials should also undergo an education process designed to bring about a greater understanding of the treaty process. Witnesses believe that members of the government should be well-educated about the treaty process, as they have appreciable influence over it.

Aboriginal History and Culture

A number of witnesses stated their belief that there is a lack of understanding among non-aboriginal people about the aboriginal people of Canada. This includes a lack of information about aboriginal history (both before and after contact with Europeans), culture, spirituality, belief-systems, ceremonies, attitudes and practices. Some witnesses spoke of stereotypes built upon ignorance and lack of direct contact between the two groups. This misunderstanding is a barrier to one of the main purposes of negotiation or treaty-making: to improve the bonds or feelings of cohesion among communities. These witnesses believe that education is needed to broaden Canadians' perspectives about aboriginal culture; otherwise, they fear that the needs of aboriginal people will be blocked by non-aboriginal peoples' intransigence. A number of suggestions were made on how to encourage cross-cultural learning -- these included province-wide workshops and aboriginal curriculum for the education system.

Muriel Mould School

The Committee visited the Muriel Mould school in Burns Lake. There, both aboriginal and non-aboriginal students participate in aboriginal language classes and learn about aspects of aboriginal culture. For example, at times the class is grouped into four clan groupings, representing the Lake Babine people of the area. Elders visit the school, and aboriginal stories and books are part of class-time. The Committee was told that, in this way, non-aboriginal families got opportunities to understand the culture and roots of First Nations.

Some witnesses stated that the education system of Canada is largely responsible for the stereotypes and misunderstandings that exist about aboriginal people and their lives. These witnesses said that the education system, beginning at the elementary level, should include comprehensive information about aboriginal history, culture and belief systems. Some felt that fostering greater awareness of aboriginal people is the responsibility of government: "It is the responsibility of the province of British Columbia to inform the misinformed about our territory." These witnesses believe that greater respect for aboriginal people will be fostered through increased understanding and education.

Additionally, it was put forward by some that the news media is largely biased in its reporting of aboriginal matters the wider public. These witnesses believe that the media has to become more sophisticated and present aboriginal people as something more than simply victims or greedy.

Some witnesses held a general belief that if only people were better informed, they would agree with the position put forward by that witness. A challenge in developing educational materials will be to determine what is impartial and factual information and avoid making assumptions about the values people hold.

Conclusions

- Despite the efforts of all three negotiating parties to educate the public, lack of awareness and understanding of the Nisga'a A.I.P. and the treaty process is a problem in both aboriginal and non-aboriginal communities.
- To the greatest extent possible, information about treaties and the treaty process should be simple and in plain language.
- People want to learn about the process and the best way to do this is to ensure that people have a meaningful stake in the process.
- Community education and involvement must be linked.
- Education and awareness programs are more effective if they are ongoing, consistent over time,

and community-based.

- There is a need to develop better opportunities for aboriginal and non-aboriginal people, especially children, to interact and share perspectives.
- Negotiators, most of whom live and work elsewhere, need to better understand local communities.
- Expanding educational programs will be subject to financial constraints. However, a streamlined negotiating process would result in efficiencies and help to off-set these extra costs.

Recommendations

35. **The provincial government, in co-operation with local community leaders, should develop and support community-based education programs regarding the treaty process, aboriginal history and culture, and other matters relevant to treaty negotiations.**

36. **The B.C. Treaty Commission should act centrally in providing support and plain-language materials to community-based programs.**

37. **The Ministry of Education should work with aboriginal people to develop an aboriginal curriculum that more clearly reflects the history of aboriginal people in British Columbia. In each community, this curriculum should be complemented by information on local aboriginal matters. The curriculum should respond to community-based needs for information on aboriginal history and culture, current challenges and way of life, the treaty process and ongoing treaty negotiations.**

38. **Funding community-based education programs should be a priority.**

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Issues Related to the Treaty Process -- *continued*

Community Involvement

What We Heard

Some witnesses pointed out that the process for involving the public has improved in current negotiations. "We should definitely acknowledge that lessons have been learned and that the current process is improved over that used in negotiating the Nisga'a A.I.P." However, others felt that the negotiations were still proceeding without meaningful input by municipal governments, communities or other third parties. Some witnesses suggested that the public was being given an opportunity to be involved, but that they were not really being heard and not having an impact on negotiations. "Nisga'a A. I.P. consultation meetings were in fact meetings to inform people as to past events and decisions, not to consult." Others noted that there was limited funding to help communities participate in the treaty process. Inadequate involvement at the community level was said to translate into frustration, lack of control over their future, suspicion of the process, a sense of helplessness, and fear of change.

Access to Information

Some witnesses referred to a number of difficulties accessing basic information such as where the consultation meetings are to be held; where briefing information can be obtained in advance of meetings; what options are being negotiated; what the impacts of negotiations might be; and what interim protection measures have been considered.

Access to Negotiators

Some witnesses believe that decisions were being made during treaty negotiations without adequate consultation with the non-aboriginal communities that will be affected by the decisions. Some witnesses found that the negotiations were removed from local concerns, and they had little faith that negotiators who do not have to live with the results would protect their interests. A number expressed a great deal of frustration with the flow of information between communities and negotiators, stating that an agreement that is concluded without the contributions of all affected parties will not be valid or enduring. They argued that no savings will result from cutting the consultations short, because money will then have to be spent to resolve issues or grievances in the future: "It only makes matters worse for long-term relations among peoples if a handful of government insiders promise native peoples things that the majority of British Columbians are not willing to give."

Some aboriginal witnesses also spoke of the lack of direct access to their negotiators. In particular, some women, youth and those who live off-reserve believe their interests and concerns have not been considered in the negotiating process.

Advisory Committees

Those involved in Treaty Advisory Committees (TACs), Regional Advisory Committees (RACs) and the Treaty Negotiations Advisory Committee (TNAC) believe they have made some progress in community involvement. However, difficulties were reported in accessing information that is held by the government but not made available to aboriginal groups, local governments or third parties. Witnesses believe they would benefit from greater sharing of information and perspectives. Some involved in advisory committees were frustrated by the schedule of meetings with negotiators -- they found that one-day meetings every two months is not sufficient for real progress. Some witnesses suggested that those who sit on advisory committees do not always go far enough in consulting with their constituents and then representing the full range of views in treaty discussions.

It was also suggested that there is inconsistency in the selection of members to sit on the various advisory committees. This was said to leave some committees without full representation of all community interests.

Conclusions

- Those involved in the TNAC, TACs, and, especially, RACs require better access to technical information and opportunities to meet with key line ministry staff involved in the research and analysis that support treaty negotiations and side-table discussions.
- The current schedule of monthly or bi-monthly meetings is not meeting community needs for on-going participation.

- Municipalities want a more direct role in the treaty negotiating process because they will have an important role in implementation of treaties. The Committee notes that there are now municipal representatives on each of the provincial negotiating teams.
- There is inconsistent application of the Memorandum Of Understanding with the Union of B.C. Municipalities (U.B.C.M.) regarding local government involvement. In some places, there is no problem with local participation on the provincial negotiating team; in others, the role is more limited.
- A number of obstacles (such as lack of funding, inadequate notice of meetings, access to information, location and timing of meetings) are limiting the ability of volunteers to represent third party and community interests in the process.
- Some women, youth and off-reserve aboriginal people are having difficulties with access to their negotiators and information in their home communities.
- At present, there is no consistent mechanism among the various treaty advisory committees to ensure that members represent all community interests.

Recommendations

39. **As much as possible, negotiations should be held in those communities that will be directly affected by the negotiations, so as to give people a greater sense of ownership of the results.**

40. **Aboriginal communities should be encouraged to design new mechanisms to include the views of aboriginal women, youth, and off-reserve people in negotiations.**

41. **Face-to-face meetings should be held in communities to bring together aboriginal and non-aboriginal people, members of TACs and RACs, line ministry staff and negotiators.**

42. **The B.C. Treaty Commission should facilitate ways to ensure that TAC, RAC and LAC members provide information to, consult with and represent the interests of their constituent and community members.**

43. **The B.C. Treaty Commission should establish mechanisms to increase communication and sharing of information between provincial line ministries and TACs, RACs, and LACs. The Province should provide the required resources to achieve this.**

44. **The provincial government and the B.C. Treaty Commission should improve the level of access to treaty process discussions by removing obstacles faced by volunteers. For example, meetings should be held outside regular working hours and in convenient locations, support should be provided for research and communications, information should be shared, and child-minding services and assistance with travel arrangements should be provided.**

45. **The provincial government and the B.C. Treaty Commission should define a clear role for the Commission in supporting community-based involvement in the treaty process.**

46. **The terms of treaties should be drafted in a way that recognizes that successful implementation requires the active involvement of local communities.**

47. **Treaty settlements should be directed towards improved community relations.**

48. **The B.C. Treaty Commission should develop a consistent set of criteria for selecting advisory committee members, to ensure that the full range of community interests are represented in negotiations.**

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Issues Related to the Treaty Process -- *continued*

Interim Protection Measures

Interim protection measures are negotiated agreements that take effect while a treaty is being negotiated, in order to give some comfort to both aboriginal people and resource users.

What We Heard

Purpose of Interim Protection Measures

Some witnesses saw interim protection measures as a way to ensure that resources on lands under negotiation will not be depleted by the time treaties are settled, while at the same time facilitating orderly, well-managed resource use. In this regard, they were seen to provide aboriginal people with an essential form of protection over natural resources, such as timber, given the length of time it may take to settle claims. Witnesses said that because of the protection they provide, aboriginal people typically want interim protection measures agreed to early in the negotiating process.

Aboriginal witnesses stated that the purpose of interim protection measures agreements is to protect lands, water and resources that might be part of a settlement; and to protect any aboriginal right, title or interest pending a settlement. Some witnesses mentioned that land and resource questions are the most contentious issues in treaty negotiations.

In addition, a number of witnesses maintained that because the treaty negotiation process is so lengthy, aboriginal people have set a high priority on interim protection measures, believing that they can build community and self-governing capacity through these agreements. Some argued that increased participation with industry and other forms of economic development will build infrastructure within

aboriginal communities. Witnesses also asserted that the interim protection measures process was designed to replace conflicts. One witness mentioned that since an interim protection measures agreement in his area, civil disobedience over resource use has decreased.

Some witnesses saw interim protection measures as a way to address the interests of aboriginal communities, business, labour and environmentalists. They believe that interim protection measures are critical to the future of environmental management, because one of the outcomes of negotiations will be to help define the role of aboriginal people in resource planning and management. In addition, interim protection measures were seen as an opportunity to start building the foundation that will comprise the treaty. They also provide an opportunity for aboriginal people to have a say in the management of resources for the future.

Witnesses expressed concern that interim protection measures will be used by the provincial government to solve other problems it has with aboriginal people. An example was given of how interim protection measures could be used to deal with issues such as highway right-of-ways. Witnesses cautioned that interim protection measures should not be the place to negotiate side agreements in exchange for interim protection measures protection. Further, some witnesses asserted that the government's list of Interim Protection Measures appears to identify every issue related to aboriginal people as an interim measure.

Some aboriginal witnesses expressed concern with the pace of development within traditional territories. They insisted that resources are flowing out of their territory without any benefits returning to their communities. Specifically, they mentioned that the allowable annual cut of timber has remained the same, and that lands are still being sold. One witness was concerned that aboriginal peoples' inheritance will be land on which everything has been cut down.

Others were critical of interim protection measures on the grounds that, if too restrictive, they will bring economic development to a halt in the province. Witnesses representing the forest sector argued that the *Forest Practices Code* and *Heritage Conservation Act* provide the necessary protection that aboriginal people seek. Some also believe that if interim protection measures are to be signed, they should come later in the negotiating process so as not to delay settlements. Some witnesses believe that interim protection measures which are broadly defined and confer a high degree of control can act as a disincentive for aboriginal people to resolve treaty settlements.

Problems With Implementation of Interim Protection Measures

A number of witnesses asserted that while provincial line ministries are responsible for negotiating "program-related" interim protection measures, they have limited mandates and resources, and operate outside the treaty process. Conversely, when aboriginal people attempt to address these issues at the treaty table, they are told by the provincial negotiators that they have no mandate to address land and resource issues until late in the Agreement-In-Principle stage. Some witnesses believe that aboriginal

people are caught in a policy vacuum. During the course of the public hearings, the provincial government clarified its position regarding timing of interim protection measures: they now may be negotiated at any stage of the treaty process.

Some expressed concern about negotiating interim measure agreements outside of the treaty process. First, interim protection measures agreements frequently are negotiated without the same openness and consultation required under the B.C. Treaty Commission process. Second, by definition, interim protection measures are inextricably linked to final treaty settlements and set a base for expectations in treaty negotiations.

Conversely, some witnesses maintained that from a policy perspective, the range of interim protection measures referred to in section 16 of the Task Force report have been diligently addressed. These include notification, consultation, and involvement in the planning process through to moratorium and veto. These witnesses acknowledged that they have not been inclined to bring discussions of interim protection measures to the treaty table. There is now an attempt by the provincial government to allow discussion of interim protection measures at the treaty table rather than deflecting them to line ministries.

Other witnesses spoke about growing frustration in aboriginal communities and threats of direct action. There is more disruption and uncertainty in aboriginal communities as a result of the lack of interim protection measures. Not only is there a need for protection of land and resources through interim protection measures, but a need to move toward better management and co-management with aboriginal people of these resources.

Opposition to Interim Protection Measures

One of the concerns about interim protection measures expressed by some witnesses was that they will freeze development in British Columbia. Similarly, witnesses asserted that there is a danger of stopping development on land that will not eventually be core lands or treaty settlement lands. They asserted that a moratorium on development prior to actual negotiations would imply provincial acceptance of aboriginal control over the area in question. In addition, it was stated that "if you add up all the claims that exist in British Columbia, they amount to 116 percent of the total land base." Conversely, some witnesses asserted that interim protection measures would not bring industry to a halt in British Columbia, and that business is over-reacting.

Another point of view was that current legislation around land use, including the *Heritage Protection Act* as well as other similar legislation, means that there is no need for interim protection measures agreements. In contrast, other witnesses argued that interim protection measures are necessary because the current legislative framework does not protect aboriginal peoples' rights in a meaningful way.

Other witnesses stated that interim protection measures tend to delay the treaty process because once

they and related benefits are in place, they may detract from the desire of the participants to reach an agreement. Some felt that interim protection measures should not be negotiated until there is an Agreement-In-Principle, and that they should be time-limited so that negotiations proceed expeditiously. In the same vein, a number expressed concern that interim protection measures should not be introduced prematurely and would only add the climate of uncertainty.

Other Comments

Some witnesses recommended that provincial negotiators be given the mandate to negotiate interim protection measures. In addition, it was suggested that interim protection measures need to be clearly defined and assurances given that those already agreed to between any parties are being followed. A further view was that the provincial government needs to educate the public on the true intent of interim protection measures agreements, namely that they are not to be used to create a moratorium but to allow for meaningful dialogue between aboriginal people and the government until a treaty can be reached.

It was suggested that while it does not make sense to put large areas in deferral, interim protection measures should identify ways in which aboriginal people can be involved in benefiting from the economic revenue from resources in the meantime. Similarly, it was put forward that the preliminary stages of the process should be expedited as much as possible so that the approximate location and size of a land area settlement can be agreed upon -- interim protection measures agreements then can be negotiated to cover that territory. An alternate proposal was to guarantee that development that occurs during negotiations be subject to a tax-revenue sharing arrangement as part of the final settlement.

Some witnesses suggested that aboriginal people should continue to be provided with money to negotiate interim protection measures. They asserted that interim protection measures replace conflicts and are much less expensive than resolving something like the Oka crisis. They maintained that there needs to be a cost-sharing agreement in place with the federal government regarding interim protection measures protection.

Conclusions

- Interim protection measures are a priority for aboriginal people. They fear receiving land in settlement whose resources have already been depleted.
- Industry, particularly forest companies, does not want economic development frozen by interim protection measures.
- It is often a question of balancing whether the particular interim measure can act as an incentive to speed up the negotiations or as a disincentive and slow the negotiations.
- There is a will by all parties to develop workable processes whereby interim protection measures

will protect all interests.
- There is a need for consistency across government ministries in their approach to negotiating interim protection measures.
- Governments should recognize that aboriginal people incur costs by negotiating interim protection measures.

Recommendations

49. **The same efforts toward openness, education, awareness and community involvement should apply to the negotiation of interim protection measures.**

50. **It should be possible to negotiate interim protection measures at any time in the process.**

51. **Interim protection measures should be recognized as agreements, as contemplated in the Report of the B.C. Claims Task Force. The Report includes a range of options in this regard.**

52. **Preliminary stages of the treaty negotiating process should be expedited as much as possible, so that the approximate size and location of land can be agreed upon early in the process.**

53. **The provincial government should enter into a cost-sharing agreement with the federal government regarding interim protection measures.**

54. **The provincial government should develop a clear and consistent policy across government for negotiating interim protection measures.**

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Issues Related to the Treaty Process -- *continued*

Capacity to Participate in the Treaty Process

What We Heard

General Comments

Witnesses raised a number of issues related to the capacity of parties to participate in the treaty process and the challenges associated with the large number of treaties to be negotiated. The Committee was told that there are 46 tables discussing treaties at the moment, with 27 of those with signed framework agreements and two more initialed and pending signature. This means that there could be 29 substantive A.I.P. negotiations occurring simultaneously. To this point, the Committee was told, aboriginal people have borrowed more than $60 million to support treaty negotiations in the province.

Aboriginal witnesses indicated that they do not always have the time, funding, or expertise to fully prepare for negotiations. This prevents some from entering the process and leaves others with a fear that important considerations will be left out of agreements. A number of people expressed concern over the amount of funds being spent on consultants and lawyers.

Some witnesses were concerned about the number of small aboriginal groups entering the treaty process on their own and suggested that some of these smaller groups negotiate as part of a larger group. At the present time, there are no clear guidelines regarding what represents an appropriate size for a negotiating group.

Funding

Some witnesses believe that treaties are not being negotiated fairly, since some aboriginal people do not

have access to the funding necessary to participate meaningfully. It is believed by some that money should be provided by either the federal or provincial government in order to allow for the aboriginal people to research, present and secure representation of their interests -- without adequate resources for all parties to defend their interests, fair treaty settlements cannot be achieved. In the same vein, some felt that loans are not acceptable, because the high cost of negotiating places aboriginal people in severe debt; instead, these witnesses argued that non-repayable grants should be extended.

Difficulties concerning the negotiations were reported due to the fact that sufficient funding levels were not available for all parties. Some witnesses stated that the amount of money that was available was about half of that which was needed. They believe that the lack of funds has resulted in a sense of frustration and a feeling that the negotiations are proceeding too slowly.

Access to Information

The inaccessibility of information regarding the negotiations was a concern of some witnesses. Some felt it unfair that aboriginal people did not have access to information, such as forestry or topography maps, that were available to government negotiators. It was said that fair and equitable negotiations require that all parties have access to facts and data that will influence the outcome.

Conclusions

- Overall, witnesses believe that treaties must be settled and that the existing treaty process is the best option to accomplish this.
- There is a pressing need to make the process more manageable for all participants.
- With the number of First Nations entering Stage 4 of the Treaty Process, there is potential for a severe bottleneck and delay in settling claims.
- There is a concern that a "negotiations industry" is being created, with high-priced negotiators representing all sides and not bound by time constraints.

Recommendations

55. **The B.C. Treaty Commission should improve the treaty negotiations process by instituting province-wide negotiations on certain matters whenever possible (*eg.* taxation, fish, wildlife, and certainty language).**

56. **All negotiating parties should make relevant information available to other negotiating parties and the public.**

57. **The B.C. Treaty Commission should establish guidelines regarding the size of group that is eligible to enter the negotiating process. This should include incentives to encourage numerically larger groups of First Nations to negotiate.**

58. **The B.C. Treaty Commission should establish criteria to prioritize groups as they move through the treaty process.**

59. **The provincial government should create incentives to settle claims more quickly, for example though time-dependent rebates on loans.**

60. **Meetings between negotiators and LACs, TACs and RACs should be held less frequently but for longer periods of time.**

61. **Clear and specific mandates should be established for all provincial negotiators.**

62. **Creative ways to build capacity among aboriginal people should be developed and supported, for example identifying secondment opportunities for aboriginal people across provincial agencies.**

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Issues Related to the Treaty Process -- *continued*

Overlaps

What We Heard

Some witnesses raised the issue of overlapping claims by aboriginal groups, along with how and when these should be defined and resolved in relation to treaty negotiations. Overlaps were also referred to as conflict areas, disputed territories and shared territory, and concerns included overlaps of both core lands and shared lands. In particular, some witnesses made reference to the Nisga'a A.I.P. and its impact on the Tsimshian, Gitxsan, and Gitanyow people. Other witnesses referred to complications when one or more of the aboriginal groups involved is not a member of the treaty process or when overlaps cross national boundaries (Canada-U.S.A.).

It was suggested by some witnesses that overlaps should be settled "internally" by aboriginal people. "We [aboriginal people] must do our work in our own back yard and settle this overlap issue, because it is, after all, our issue and our issue only, and we must deal with it." Others suggested the value of using third parties and alternate dispute resolution techniques such as mediation, consultation and arbitration. "If we can't resolve it between ourselves, then we're prepared to call in a third party."

In terms of timing, some witnesses stated that final settlements should not be signed until all overlaps are settled. "There are overlaps on overlaps on overlaps. Those things need to be resolved, otherwise you're just going to create a situation that's going to be a mess. You'd better get it resolved before you sign anything." Others suggested that prior to signing, a mechanism for resolving overlaps must be in place with good faith demonstrated by all involved parties.

Witnesses also spoke about whether there should be a certain point in the treaty process beyond which discussions could not proceed while overlaps remain unresolved. Some thought that settlement of overlaps would be an appropriate condition for progressing toward final negotiations, while others thought it an unnecessary burden. "I don't think it should be a requirement before serious negotiations

can begin. There have been already too many stumbling blocks placed in the way of First Nations to negotiate."

Conclusions

- The best resolution is for aboriginal groups to identify an overlap and resolve it among themselves. Failing that, an external process for identifying and resolving overlaps is required.
- The matter of overlaps led to widespread media coverage that 110% of the province was claimed by aboriginal people. By addressing overlaps, aboriginal people will increase the level of acceptance for treaty negotiations by non-aboriginal B.C. residents.

Recommendations

63. **Overlaps should first be addressed by aboriginal umbrella organizations such as the First Nations Summit and the Union of B.C. Indian Chiefs.**

64. **When attempts within the aboriginal community are unsuccessful, overlap issues should be directed to the B.C. Treaty Commission.**

65. **The B.C. Treaty Commission should develop a process for definition and settlement of overlaps. This may include mediation, arbitration, inclusion of elders, and other mechanisms.**

66. **Priority of negotiation should be given to regions where overlaps have been resolved.**

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Issues Related to the Treaty Process -- *continued*

Apology

What We Heard

Some witnesses spoke about whether the government of British Columbia should issue an apology to aboriginal people for past discriminatory practices. Those who supported an apology suggested that it recognize that past practices were not the fault of current generations, but that today's British Columbians acknowledge and regret these practices. Those who supported the idea saw an apology as a way of beginning a reconciliation between aboriginal and non-aboriginal people. "I think that an apology sets the tone and says that we are committed to achieving something, that we're committed to the treaty process."

Some pointed to precedents and believe that an apology can be issued without having financial or liability implications. It was suggested that apologies could be incorporated into individual treaties. The Committee was told that the governments of New Zealand and the United States (Hawai'i), the United Church of Canada and the Anglican Church of Canada have offered official apologies to aboriginal people.

On the other hand, some believe that people today should not accept responsibility for wrongs done by others in previous generations. They added concerns about liability and cost implications. Some saw an apology as a separate issue from treaty settlements. Another view was that aboriginal and non-aboriginal people should be looking forward rather than backward, and see treaty settlements as a way of ensuring that past injustices will not be repeated.

One witness suggested that a test for government apologies toward past wrongs is whether the government as a deliberate matter of policy enacted measures against a group.

Conclusions

- Following the "deliberate matter of policy" test described above, an apology to the aboriginal people of British Columbia is appropriate for the following reasons:
  - the Chief Commissioner of Land and Works appointed in 1864 enacted measures to deprive aboriginal people of land and prohibited aboriginal people from voting.
  - Federal and provincial laws prohibited traditional ceremonies, including the Potlatch, and fostered assimilation through the residential school system.
  - These deliberate acts of provincial policy represented injustices to aboriginal people in British Columbia.
- An apology would offer reconciliation and healing to aboriginal and non-aboriginal people of British Columbia.
- If there is to be reconciliation between aboriginals and non-aboriginals, both groups must come to terms with the past.
- For any kind of healing to take place, government must acknowledge its responsibility for past policies of discrimination. As a society, we need to get this behind us so that, together, we can look to the future.
- An apology must not be a substitute for taking action, such as treaty negotiations, to promote equality for aboriginal people.

Recommendations

67. **The Crown in Right of the Province should offer an apology to aboriginal people. The Crown in Right of Canada should do likewise.**

68. **The apology should be included in treaties.**

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Other Issues

Bands Outside the Treaty Process

The Ministry of Aboriginal Affairs; *Guide to Aboriginal Organizations and Services* indicates that 131 bands of approximately 208 in the province are currently participating in the treaty process. Some aboriginal groups in the treaty process are individual bands, while others are groups of bands. Together, they represent about 73 per cent of all status Indians in British Columbia.

What We Heard

The Committee heard a number of submissions, both written and oral, from bands outside the present B. C. treaty process. Some bands expressed a strong belief that they should deal directly - and only - with the federal government, which they believe retains the obligation to settle with them. As well, many young aboriginal people, both treaty and non-treaty, feel alienated from the process.

Union of British Columbia Indian Chiefs

The Union of B.C. Indian Chiefs (U.B.C.I.C.) proposed that the settlement of the land question in British Columbia requires recognition by Canada of First Nations as sovereign nations with distinct territories, possessing fundamental political and human rights. Further, they contended that only the Crown in right of Canada can enter into treaties with their nations.

Some of the witnesses referred to the "Aboriginal Title and Rights Position of the Union of British Columbia Indian Chiefs, 1979-1980". This document states that the aboriginal people are the original people of Canada; that their title over the lands and resources remains unextinguished; and that they have the right to retain or determine the political system(s) that they will follow. Witnesses stated that the Union of British Columbia Indian Chiefs do not support negotiations that seek to extinguish aboriginal rights and title, especially those negotiations that do so for the exchange for money. Some noted that the U.B.C.I.C. would like to be included in consultations and negotiations.

Nation to Nation

Some witnesses argued that negotiations should only proceed on a "nation to nation" basis. Otherwise, it was cautioned, the agreements will be seen as being unacceptable handouts from one powerful group, the Government of Canada, to a less powerful group, the aboriginal people of Canada. This type of equally balanced negotiations, some felt, should result in more than a simple administration of funds by aboriginal people - it should mean that aboriginal people will determine and administer their own policies. In addition, others stated that a "nation to nation" set of negotiations implies the aboriginal people of Canada having sovereignty over themselves and representing their interests, as a nation, at the United Nations.

Further, it was argued that "nation to nation"' negotiations should include only the senior officials of the federal and provincial governments, as well as representatives of the aboriginal people. It is believed that any other participants would only lessen or "cheapen" the agreements. In addition, they advocated that third parties who are interested in personal gain rather than justice and reparation also should be excluded.

A number of aboriginal witnesses pointed out that aboriginal youth now comprise approximately 60% of the total aboriginal population, and that the majority live in urban areas, away from their traditional territories. Aboriginal youth also expressed a sense of alienation from the treaty negotiation process.

Conclusions

- The majority of First Nations in B.C. are participating in the treaty process.
- There needs to be dialogue to deal with conflicts over issues like fisheries and overlaps between a band within the process and a band outside the process.
- Successful settlements under the treaty process may help those outside the process reconsider their position.

- Given the demographics of aboriginal populations, the sense among aboriginal youth that they are not represented in the treaty process could be the most serious problem of all.

Recommendations

69. **Priority of settlement should continue to rest with those groups inside the treaty process.**

70. **The Government of British Columbia should focus its resources on those bands in the treaty process, but continue to talk to those outside the process so as to keep the door open to their participation.**

71. **Governments and First Nations should develop better mechanisms to address the concerns of urban aboriginal people, including youth.**

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Other Issues -- *continued*

McLeod Lake Band Adhesion

What We Heard

Treaty 8 was signed between the federal government and a number of bands in northern Alberta, parts of northern Saskatchewan and the Northwest Territories, and seven bands in northeastern British Columbia between 1899 and 1961. Treaty 8 entitlements include 128 acres (51.2 ha) of land per band member, to a maximum of 640 acres per family. It includes an extinguishment clause and provides for band members to hunt, fish and trap as formerly on unoccupied Crown lands. The McLeod Lake Band decided in 1982 to pursue adhesion to Treaty 8, claiming that all lands in B.C. within the Arctic watershed should be eligible for inclusion. In 1995, the federal and provincial governments agreed to negotiate an adhesion to Treaty 8 for the band. No agreement has been reached and negotiations have recently been suspended. The band has indicated that it will seek resolution through the courts.

Witnesses from the McLeod Lake Band in Northeast British Columbia spoke of their attempts to be included in Treaty 8. Some said that McLeod Lake was left out of Treaty 8 because the people were nomadic and because there were at least two interpretations of its western boundary. One version referred to the "height of the Rockies", which would not include McLeod Lake, and the other referred to the "height of land" or the Arctic watershed, which would include McLeod Lake. Witnesses recounted that in 1982 the McLeod Lake Band began to pursue adhesion to Treaty 8, claiming that all B.C. lands in the Arctic watershed should be eligible for inclusion.

There was discussion about the negotiations between the McLeod Lake Band and the federal and provincial governments that carried on for three years until February 1996. At that point, witnesses for the Band said, negotiations broke down due to lack of agreement on cost-sharing between the federal and provincial governments: "All the issues outlined in the agreement-in-principle were settled... Both Ottawa and the band agreed that they would sign the final proposal made by the negotiating teams of the band and by Ottawa. B.C. refused to sign. In fact, at that two-day session we had at the end of February 1996, the negotiators for B.C. said they had no mandate to conclude." Witnesses reported that the Band is now seeking resolution through the courts.

Witnesses for the provincial government told the Committee that a number of issues remained outstanding, aside from a cost-sharing agreement between the provincial and federal governments: "The parties hadn't reached agreement on a forest practices code to apply to the band lands; an allowable annual cut dispute resolution process had to be concluded; silviculture obligations on the land had to be secured. There were details outstanding with respect to a rectification fund....if forest practices weren't maintained. Compensation to third parties was still outstanding, and there were some issues around identification and treatment of swamplands."

Witnesses also spoke about the co-operative approach taken to land selection and the involvement of local government, industry and community members. In the end, witnesses said, the agreement was supported by the municipal local government, business and labour groups, local industry, and the local M.L.A. and MP.

Conclusions

- A negotiated settlement offers the best opportunity for a fair and equitable treaty.
- The Committee was impressed with the co-operative approach to land settlement and with the high level of support for the Treaty in the surrounding community.

Recommendations

72. **The provincial government should work to resolve the outstanding issues with the federal government (on a priority basis) and reach a negotiated rather than a litigated settlement with the McLeod Lake Band.**

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Appendix I -- Summary of Recommendations

Fisheries

1. Commercial allocation formulas and the management of commercial fisheries should not be included in future treaties. Instead, they should be addressed in negotiations based on watersheds, basins, regions or the entire province.
2. The negotiating process should include a multi-interest body to facilitate consultation with all affected parties.
3. It may be appropriate to include in future treaties a recognition of aboriginal rights to commercial fish, where historical trading patterns of First Nations and recent court decisions dictate.
4. Authority for annual allocations should rest with the federal and provincial governments.[3]
5. To increase fish stocks, sustainable fishing practices and increased resource capacity for local communities should be encouraged.

3 During the course of Committee hearings, the federal and provincial governments negotiated a Memorandum of Understanding on fish. Under the Canada-B.C. Agreement on the Management of Pacific Salmon Fisheries Issues, signed April 16, 1997, a jointly-appointed Pacific Fisheries Resource Conservation Council will be established. More provincial involvement in fisheries management will likely evolve from this.

Wildlife

6. A wildlife component should be part of most future treaties. This will mean an increased role for First Nations in the management of the resource.
7. In general, the nature of the wildlife component of treaties should be a joint management committee over a wildlife management area, comprised of First Nations and the Province of British Columbia. A tripartite process may be appropriate where local interests warrant.
8. Because of conservation concerns, the ultimate authority for wildlife management should rest with the provincial Minister of the Environment, Lands and Parks.
9. The Province may utilize the local knowledge and goodwill of local wildlife interests by *a)* involving them as one of the provincial representatives on the Joint Management Committees; or, *b)* the Minister seeking their advice on recommendations arising out of the Joint Management

Committee.

10. The Province should consider a regional or provincial Memorandum of Understanding with wildlife groups on their future role in wildlife management.
11. In future, there should be a regional approach to negotiating wildlife allocations prior to treaties.

Forestry

12. Negotiating parties should work closely with affected licensees to minimize negative impacts on their existing licenses.
13. Because the success of treaties requires the active participation and support of local communities, attempts should be made to resolve issues regarding effects on tenure holders and forestry workers before signing agreements.
14. Joint ventures between First Nations and forestry companies should be encouraged. Apprenticeship and training programs may be part of these efforts.
15. All treaties should require First Nations to "meet or exceed" provincial Forest Practices Code standards.

Cash and Land

16. A formula for measuring cash and land values, or a mix thereof, should be established. This formula should be negotiated province-wide between the federal and provincial governments and First Nations, who may wish to refer to cash/land envelopes established in the Yukon agreements and the recent KPMG study.
17. For individual agreements, the balance between cash and land should be the subject of local negotiations.
18. A broader community-based consultation process should be established, involving aboriginal and non-aboriginal community members, to address the impacts of land settlements on those who hold tenure or leases to Crown land.

Self-Government

19. The *Indian Act* system should be replaced by a system of self-government, so that aboriginal people can take control of their own affairs.
20. Aboriginal governments must operate clearly within the context of Canadian constitutional law, including the *Charter of Rights and Freedoms* and the Criminal Code.
21. The powers of First Nations governments will vary and will be a matter for negotiation. Areas of jurisdiction for aboriginal governments may include, but not necessarily be limited to: taxation, business licensing, land use planning and zoning, public works, policing, financial administration, adoption and marriage, inheritance of cultural property, language, local health and local education.
22. Treaties should accommodate non-aboriginal people who live on settlements lands and provide them reasonable input into decisions which affect them.

Taxation

23. An object of negotiations should be to eliminate the tax exemption that presently exists under the *Indian Act*.

Third-Party Compensation

24. Third party interests should be addressed in the treaty negotiation process in a fair and impartial way.
25. Alternatives to compensation should be sought whenever possible. These might take the form of joint ventures, transitional measures, or transfer of licenses to First Nations landlords.
26. A clear provincial policy on compensation should be developed for those whose legal interests in Crown land are lost as a result of treaty settlements. This policy should identify what triggers compensation (*e.g.* alienation of land, change of use) and what constitutes a legitimate claim.
27. Those with potentially affected legal interests should be able to officially register their claims with the provincial government.
28. An appeal process, including arbitration or mediation, should be designed for those who are not satisfied that their interests were fairly compensated.

Certainty

29. Certainty language in treaty settlements should be addressed in province-wide negotiations.
30. Language should be acceptable to both aboriginal and non-aboriginal people.
31. Although the technique for achieving certainty is primarily the responsibility of the federal government, the Province should develop and publicize its preferred legal means to achieve certainty, and recommend it to the federal government.

Ratification

32. The Nisga'a agreement and future final agreements should be ratified by putting them before the British Columbia Legislature in accordance with our principles of representative democracy.
33. Free votes in the Legislature should be permitted, so as to allow greater freedom for Members of the Legislative Assembly to represent the interests of their communities.
34. The community consultation process should be expanded as proposed elsewhere in this report. Local M.L.A.'s should be involved in this process.

Education and Awareness

35. The provincial government, in co-operation with local community leaders, should develop and support community-based education programs regarding the treaty process, aboriginal history and culture, and other matters relevant to treaty negotiations.

36. The B.C. Treaty Commission should act centrally in providing support and plain-language materials to community-based programs.
37. The Ministry of Education should work with aboriginal people to develop an aboriginal curriculum that more clearly reflects the history of aboriginal people in British Columbia. In each community, this curriculum should be complemented by information on local aboriginal matters. The curriculum should respond to community-based needs for information on aboriginal history and culture, current challenges and way of life, the treaty process and ongoing treaty negotiations.
38. Funding community-based education programs should be a priority.

Community Involvement

39. As much as possible, negotiations should be held in those communities that will be directly affected by the negotiations, so as to give people a greater sense of ownership of the results.
40. Aboriginal communities should be encouraged to design new mechanisms to include the views of aboriginal women, youth, and off-reserve people in negotiations.
41. Face-to-face meetings should be held in communities to bring together aboriginal and non-aboriginal people, members of TACs and RACs, line ministry staff and negotiators.
42. The B.C. Treaty Commission should facilitate ways to ensure that TAC, RAC and LAC members provide information to, consult with and represent the interests of their constituent and community members.
43. The B.C. Treaty Commission should establish mechanisms to increase communication and sharing of information between provincial line ministries and TACs, RACs, and LACs. The Province should provide the required resources to achieve this.
44. The provincial government and the B.C. Treaty Commission should improve the level of access to treaty process discussions by removing obstacles faced by volunteers. For example, meetings should be held outside regular working hours and in convenient locations, support should be provided for research and communications, information should be shared, and child-minding services and assistance with travel arrangements should be provided.
45. The provincial government and the B.C. Treaty Commission should define a clear role for the Commission in supporting community-based involvement in the treaty process.
46. The terms of treaties should be drafted in a way that recognizes that successful implementation requires the active involvement of local communities.
47. Treaty settlements should be directed towards improved community relations.
48. The B.C. Treaty Commission should develop a consistent set of criteria for selecting advisory committee members, to ensure that the full range of community interests are represented in negotiations.

Interim Protection Measures

49. The same efforts toward openness, education, awareness and community involvement should apply to the negotiation of interim protection measures.
50. It should be possible to negotiate interim protection measures at any time in the process.
51. Interim protection measures should be recognized as agreements, as contemplated in the Report

of the B.C. Claims Task Force. The Report includes a range of options in this regard.

52. Preliminary stages of the treaty negotiating process should be expedited as much as possible, so that the approximate size and location of land can be agreed upon early in the process.
53. The provincial government should enter into a cost-sharing agreement with the federal government regarding interim protection measures.
54. The provincial government should develop a clear and consistent policy across government for negotiating interim protection measures.

Capacity to Participate in the Treaty Process

55. The B.C. Treaty Commission should improve the treaty negotiations process by instituting province-wide negotiations on certain matters whenever possible (*eg.* taxation, fish, wildlife, and certainty language).
56. All negotiating parties should make relevant information available to other negotiating parties and the public.
57. The B.C. Treaty Commission should establish guidelines regarding the size of group that is eligible to enter the negotiating process. This should include incentives to encourage numerically larger groups of First Nations to negotiate.
58. The B.C. Treaty Commission should establish criteria to prioritize groups as they move through the treaty process.
59. The provincial government should create incentives to settle claims more quickly, for example though time-dependent rebates on loans.
60. Meetings between negotiators and LACs, TACs and RACs should be held less frequently but for longer periods of time.
61. Clear and specific mandates should be established for all provincial negotiators.
62. Creative ways to build capacity among aboriginal people should be developed and supported, for example identifying secondment opportunities for aboriginal people across provincial agencies.

Overlaps

63. Overlaps should first be addressed by aboriginal umbrella organizations such as the First Nations Summit and the Union of B.C. Indian Chiefs.
64. When attempts within the aboriginal community are unsuccessful, overlap issues should be directed to the B.C. Treaty Commission.
65. The B.C. Treaty Commission should develop a process for definition and settlement of overlaps. This may include mediation, arbitration, inclusion of elders, and other mechanisms.
66. Priority of negotiation should be given to regions where overlaps have been resolved.

Apology

67. The Crown In Right of the Province should offer an apology to aboriginal people. The Crown In Right of Canada should do likewise.

68. The apology should be included in treaties.

Groups Outside the Treaty Process

69. Priority of settlement should continue to rest with those groups inside the treaty process.
70. The Government of British Columbia should focus its resources on those bands in the treaty process, but continue to talk to those outside the process so as to keep the door open to their participation.
71. Governments and First Nations should develop better mechanisms to address the concerns of urban aboriginal people, including youth.

McLeod Lake Band Adhesion

72. The provincial government should work to resolve the outstanding issues with the federal government (on a priority basis) and reach a negotiated rather than a litigated settlement with the McLeod Lake Band.

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Appendix II -- Minority Opinions

We wish to gratefully acknowledge the work of our Committee colleagues and, in particular, commend the government for providing us this opportunity to include a minority addendum to the main report. Given the importance and diversity of opinions on the subject at hand, we applaud the government for acceding to our request to allow for a minority report. It is also momentous insofar as it marks the first time that any Select Standing Committee has been allowed to include such a report, and as such it sets an important precedent that will significantly improve the committee process. Although we concur with the vast majority of the main report, we do feel compelled to elaborate on a number of specific issues where we differ in opinion from our colleagues, as outlined below.

Committee's Terms of Reference

A number of witnesses expressed their frustration that the Committee's terms of reference have been interpreted so as to preclude any input on the Nisga'a Agreement-in-Principle that might influence or alter the final agreement currently being negotiated. With respect, that interpretation is unnecessarily limiting, and if accepted, would fundamentally compromise the Committee's mandate.

The Committee was asked to "examine, inquire into and make recommendations on: (a) the application of key issues arising out of the Nisga'a Agreement-in-Principle to treaty negotiations throughout British Columbia; [and] (b) how progress can be made towards treaty settlements with aboriginal people beneficial to all British Columbians." We also note that section 3 of the Nisga'a A.I.P.'s "General Provisions" specifically states that "This Agreement does not create legal obligations binding on the Parties. There will be no legally binding treaty until the ratification of the Final Agreement by the Parties."

We therefore make the following observations:

1. The Nisga'a A.I.P. is *not* a treaty and should not be regarded as such. It is a non-binding agreement-in-principle and explicitly subject to change.
2. No distinction is made in the Committee's terms of reference between the current Nisga'a treaty negotiations and any other ongoing and future treaty negotiations in British Columbia.
3. No distinction is made in the Committee's terms of reference between the anticipated Nisga'a

treaty and any other future treaty settlement with aboriginal people.

As such, it is entirely within the Committee's mandate to:

a. "examine, inquire into and make recommendations on the application of key issues arising out of the Agreement-in-Principle to treaty negotiations throughout British Columbia" - *including* the Nisga'a treaty negotiations; and
b. ascertain "how progress can be made towards treaty settlements with aboriginal people beneficial to all British Columbians" - *including* a future Nisga'a treaty settlement.

Further, it has been widely acknowledged that the Nisga'a treaty will set an important precedent for all other treaty negotiations. As one aboriginal negotiator observed, "we do not see these things as precedents that limit us. We view them as floors over which we may achieve greater settlement for our people....Clearly the [Nisga'a A.I.P.] is going to set some floors, but it shouldn't set the ceiling." Assuming that a Nisga'a treaty is the first new treaty signed, it will have a dramatic impact on all other B. C. treaty negotiations.

Indeed, the most significant issue arising out of the Nisga'a A.I.P. to all treaty negotiations in British Columbia is what the Final Agreement ultimately contains, and by extension, how fundamental changes to any agreement-in-principle, particularly the Nisga'a precedent, can be accommodated and reflected in treaties so as to make them acceptable to most British Columbians. The success of the treaty process may well rest on the willingness of all parties in the Nisga'a negotiations to respond to the widespread desire for enhancements to the A.I.P., as expressed to the Committee and reflected in our findings below.

For that reason as well, we feel obliged to examine the A.I.P. and recommend how progress can be made towards a precedent-setting Nisga'a treaty that is beneficial and generally acceptable to all British Columbians. We wish to stress in the strongest possible terms that the only way any treaties can ultimately succeed is if they meet the needs and expectations of most citizens. The surest way to undermine the public support necessary for all future treaties is to ignore British Columbians' legitimate concerns about the Nisga'a A.I.P. or discount their arguments for fundamental changes.

Certainty and Finality

In addition to the many other purposes that treaties are intended to serve, they are first and foremost, *legal constructs*, aimed at enshrining specific rights, benefits and obligations in the Constitution of Canada. As Justice Cory of the Supreme Court of Canada wrote in *R. v. Badger, [1996]*:

> "First, it must be remembered that a treaty represents an exchange of solemn promises between the Crown and the various Indian nations. It is an agreement whose nature is sacred. ... Second, the honour of the Crown is always at stake in its dealing with Indian people. Interpretations of treaties and statutory provisions which have an impact upon treaty or aboriginal rights must be approached in a manner which maintains the integrity

> of the Crown. ... No appearance of 'sharp dealing' will be sanctioned. ... Third, any ambiguities or doubtful expressions in the wording of the treaty or document must be resolved in favour of the Indians. A corollary to this principle is that any limitations which restrict the rights of Indians under treaties must be narrowly construed. ... Fourth, the onus of proving that a treaty or aboriginal right has been extinguished lies upon the Crown. There must be 'strict proof of the fact of extinguishment' and evidence of a clear and plain intention on the part of the government to extinguish treaty rights.
>
> ...Treaties are analogous to contracts, albeit of a very solemn and special, public nature. They create enforceable obligations based on the mutual consent of the parties. It follows that the scope of treaty rights will be determined by their wording, which must be interpreted in accordance with the principles enunciated by this Court."

The above comments are highlighted to stress our central contention that the purpose of treaties as *legal instruments* is primarily to provide certainty about aboriginal rights, the lack of which has been compounded in British Columbia by the absence of treaties. The current uncertainty flows from the existence of undefined aboriginal rights, legally "recognized and affirmed" under the Constitution. Such rights can either be determined by the courts, through litigated settlements, or amicably determined through negotiated treaty settlements. Obviously, the second option is preferable, but either way, the objective is the same: to provide certainty about the nature, scope and content of *future* applicable rights.

Hand in hand with certainty goes the need for finality, for in order to provide certainty around questions of aboriginal rights, it is vital to know that treaties will conclusively answer those issues for all time. Treaties should leave no doubt about what does and does not constitute an aboriginal right. It is therefore not sufficient to identify only some rights in treaties, while leaving other aboriginal rights in legal limbo. The surest way to avoid future disputes is to ensure that no unspecified or residual aboriginal rights on Crown land remain after treaties. In all other treaties in Canada, such rights have been explicitly extinguished through treaties. In *exchange* for a highly specific and geographically circumscribed package of negotiated treaty rights, First Nations have been required to "cede, release and surrender" any rights not specifically established in their treaties.

The precise legal technique to achieve certainty is a difficult and complex issue that has been complicated by the federal government's decision to investigate alternatives to its traditional requirement for the extinguishment of rights not specifically provided for in treaties. We are persuaded that the language employed in all other treaties in Canada has worked well in providing for an exchange of undefined aboriginal rights for defined treaty rights. It must be acknowledged, however, that that age-old approach has been rejected by most B.C. First Nations and does pose a real barrier to treaty-making. Whether a more benign legal technique for achieving certainty can be agreed upon remains to be seen, for the issue is really not about the phraseology, but the requirement for extinguishment. As we see it, treaties should continue to require the extinguishment of aboriginal rights on Crown land not specifically identified as treaty rights. Without that expressed "clear and plain intention", the uncertainty will remain that unextinguished rights might one day be asserted and upheld.

Although the federal government does have the lead role on this issue, as noted above, it would be helpful for all British Columbians to know what the Province's preferred technique for achieving certainty is. For without a clear alternative that is equally acceptable to aboriginal and non-aboriginal citizens, we must conclude that the "cede, release and surrender" requirement used in all other Canadian treaties should be retained. Imperfect though it may be, from an aboriginal perspective, that technique has been proven effective. The stakes involved in treaties are simply too high to be left to an experimental technique for achieving certainty that exists nowhere else in Canada, is constitutionally untested, but would be legally protected forever.

Mandates and Legitimacy

Many witnesses expressed their dissatisfaction with the lack of information about the Province's negotiating mandates and the lack of opportunity to directly influence the mandate pursued in the Nisga'a negotiations. The provincial government's piecemeal approach to the development of mandates, coupled with the lack of a province-wide strategy for ensuring that the mandates developed are the product of public consensus and consent, has seriously undermined the legitimacy of the treaty process for many British Columbians. This problem needs urgent attention and must be rectified before any treaty, including a Nisga'a treaty, is ratified.

In our view, public support for treaties will largely depend on how well they are perceived as advancing the goals of equality of opportunity and responsibility for all citizens, while eliminating existing inequities associated with the *Indian Act*. It is that goal of greater equality for all citizens, above all others, that most British Columbians aspire to achieve through treaties, within the broader context of providing certainty and finality. If treaty negotiations appear to be working at cross purposes with that objective, public support for treaties will rapidly evaporate.

One major problem is that there is little widespread understanding of existing aboriginal rights or the legal obligations flowing from them. This problem needs to be addressed as part of the broader goal of establishing a province-wide negotiating mandate for treaties that most citizens can support. Without a basic knowledge of the legal context of existing aboriginal rights, people who believe passionately in the principle of absolute equality for all citizens, with no special rights for any group of Canadians, are unlikely to accept any special treaty rights for First Nations. It is neither acceptable nor prudent to brush off such equal rights advocates as a fringe group who are not representative of the majority, because the value of equality they subscribe to is intrinsic to our very fibre as Canadians. Any departure from the widely shared goal of greater equality that is not demonstrably justifiable in terms of existing aboriginal rights will be understandably subject to increased criticism and resistance. It is therefore essential to the success of the treaty process to do a much better job of communicating the legal obligations already imposed on governments under the Constitution, and the nature of aboriginal rights as established by the courts.

Until such time as there has been a genuine province-wide dialogue aimed at developing a comprehensive negotiating mandate for treaties, it is unlikely that any clear consensus on the broader

purposes of treaties can ever be established. Nor is it likely that, in the absence of such a discussion, a consensus will emerge around the compromises that treaties will necessarily entail. We therefore believe that it is critical to the success of the treaty process to engage all British Columbians in a province-wide debate on what their provincial government's negotiating mandate should, and should not, contain.

Laudable as the recent attempts to involve local stakeholders in consultative processes may be, they cannot hope to achieve the widespread level of public involvement and understanding that is necessary for modern treaties to succeed. Without a genuine province-wide debate as a *society* on the values, principles and basic rights that treaties should forever enshrine, we fear the treaty process is in serious long-term jeopardy. *This can and must be avoided* by giving all British Columbians a legitimate opportunity to come to terms with this most challenging and sensitive issue in a truly democratic fashion.

The B.C. Treaty Commission's new policies and procedures on the 6-stage treaty process requires all aboriginal claimants to obtain explicit approval from their members on their negotiating mandates, as a *precondition* for participation in the process. Not only are all aboriginal people guaranteed the right to participate in the formal approval of negotiating mandates, they are also guaranteed the right to vote on their treaties as part of the ratification process. This is deemed necessary, as a matter of legitimacy, to ensure all treaties negotiated have the support of the people they purport to legally bind and represent.

Certainly non-aboriginal people deserve that same right. Given the constitutional implications of treaties and the impact they will have on all citizens, we strongly believe that all British Columbians must be given an equal opportunity to vote on the Province's negotiating mandate for treaties. We have concluded that a province-wide referendum on either the proposed Nisga'a Final Agreement, or on a comprehensive provincial negotiating mandate for all treaties, including the Nisga'a treaty, is absolutely essential to the legitimacy of the treaty process. If treaties are to be accepted as fair and workable, they must have the stamp of legitimacy that can only be gained through a democratic debate and vote by all citizens on the basic values and elements they are intended to reflect. Without such a one-time vote of confidence on the fundamental mandate for treaties, no treaty should be introduced for debate and final ratification by the Legislative Assembly.

If treaties can pass the hurdle of democracy in aboriginal communities, surely government negotiators who purport to represent the broad public interest should have to clear that same hurdle through a one-time vote on their basic negotiating mandate. Indeed, they should welcome that opportunity, for once it is overcome the treaty process should move smoothly forward for all First Nations who choose to negotiate within the context of the democratic parameters and expectations established. Moreover, we are very optimistic that a referendum will succeed if this Committee's recommendations, including those outlined below, are embraced.

In the meantime, given the wide diversity of opinion heard by the Committee on the purposes and principles that treaties should reflect, we have concluded that treaty negotiations should be primarily focussed on fulfilling existing legal obligations and providing certainty. Until a clear and unequivocal negotiating mandate is established with the participation and explicit consent of British Columbians, the

Province has no moral authority to constitutionally entrench new treaty rights and benefits which go beyond the guidance already provided by the courts. The treaty process will benefit immensely by having negotiators on all sides of the table whose mandate is clear and transparent to all participants.

Alternatives to Negotiation

Clearly, most British Columbians support treaty negotiations over the alternative of costly litigation. Still, we believe the negotiation option would be even more attractive if there were better incentives for all First Nations to participate in the process. Interim measures agreements, for example, should offer a more compelling incentive for negotiation. They should provide tangible and immediate benefits that are mutually acceptable and *only* available to those who agree to sit down together at the bargaining table.

It has often been suggested to the Committee, including by the Treaty Commissioner, that treaty negotiations are necessary to avoid the prospect of confrontation spawned by years of frustration with the status quo. The Royal Commission on Aboriginal Affairs has also raised the threat of violence as an argument for negotiating treaties. One aboriginal presenter even went so far as to warn that friction between bands that have chosen to enter the treaty process and those that have not has already reached the boiling point.

While we can sympathize with and understand the frustrations that have led some bands to engage in civil disobedience as a means of drawing attention to their cause, we wish to emphasize that illegal actions should in no way be politically rewarded at the bargaining table. The use or threat of confrontation must not be tolerated by government and should certainly not be accepted as a rationale for negotiating treaties. Rather, they must be freely entered into by all parties, in the knowledge that the only other acceptable recourse to negotiation in our democratic society is litigation. That option should always remain open to any party, if differences of approach or negotiating mandates prove to be insurmountable at the bargaining table.

Amending Formula

In reviewing the recent Yukon treaties, we found the amending process to be wholly unsatisfactory. The Nisga'a A.I.P. provides no guidance on the amending formula we might expect to see employed in B.C. treaties, other than to note that it will be addressed in the Final Agreement. We wish to emphasize that the only way amendments to any treaties should be possible is with the explicit approval of both Parliament and the Legislative Assembly.

The Yukon model provides for the ability of the federal and Yukon governments to make amendments by simple order-in-council, with the agreement of all treaty signatories, thus avoiding the need for legislative debate and approval. The Province has given its assurance that this is not the model intended for B.C., but we remain troubled by its lack of specificity on this issue. It appears to us that there may be some latitude planned for making treaty amendments that the government deems to be of little consequence or significance. However, we are adamant that amendments to treaties should only be

possible with the express prior approval of both Parliament and the Legislative Assembly, by way of a free vote on legislation, and must not include the prerogative for governments to make treaty amendments by order-in-council.

Cash vs. Land

As noted in our conclusions on this topic above, we recognize that treaties will involve a mix of land and cash, but we are persuaded by the arguments that treaties should be settled *primarily* in cash rather than land and resources. We are convinced that this approach offers the fairest and most easily quantifiable means for all taxpayers to assess their share of treaty costs and to minimize compensation costs flowing from large land transfers. Although the appropriate mix of land and cash in any given settlement must remain a matter for negotiation, we conclude that the total land and cash available for all treaty settlements must be clearly established from the start, as was the case in the Yukon and New Zealand.

We further suggest that all costs should be quantifiable in cash terms. The market value of the total land available for treaties should be established as part of an overall "cash" envelope for settlements that all taxpayers can understand and assess. Under this approach, individual treaties would all have a fair and equitable per capita value. Settlements that contain a relatively larger land component would have a relatively smaller cash component, while those that have a higher cash component would include less land. But in all cases, the total cash value (i.e. cash transfers, plus the cash value of land transfers) would be transparent, relatively equal for all First Nations based on their respective populations, and limited only by the total envelope available for all settlements.

If per capita formulas for establishing baseline land and cash allotments are developed, it is vital to first develop firm enrollment numbers for each First Nation. The discrepancies in population statistics cited by various parties in regard to the Nisga'a A.I.P. alone are cause for grave concern. The Province has stated that it is prepared to transfer title to up to 5% of the provincial land base to First Nations through treaties, arguing that aboriginal people represent 5% of the population. The government has recently explained that that apparent rationale was simply intended to help British Columbians relate to the size of area at stake. If so, the government should avoid making such connections in future, for they have only served to increase public confusion, not reduce it. We note, for example, that the Indian Register suggests that aboriginal people account for about 3% of B.C.'s population, which seems at odds with the government's estimate of 5%.

Indeed, there is no inherent correlation between the proportion of aboriginal population to provincial population and the quantum of land that they should receive title to through treaties. It has been often observed that British Columbians who are not aboriginal account for 95-97% of the total population, yet together they privately own 5% of all provincial land - the same percentage contemplated for transfer to only 3-5% of the population through treaties. This seriously challenges the logic and fairness of any perceived attempt to justify treaty land transfers in terms of a "5% of the land for 5% of the population" argument. We are pleased that the Province now seems to recognize that fact.

The Costs of Settlements

Many witnesses noted that the true total costs of the Nisga'a A.I.P. far exceed the figures cited in the document. The most striking shortcoming in this regard is that the market value of the Crown land proposed for transfer to the Nisga'a has not been publicly identified. British Columbians have been informed how much land is involved, but not the cash value of it, as would be the case if it was privately sold or leased. Other costs that have been identified have not been sufficiently communicated. For example, the Province estimates that foregone forestry revenues alone will cost about $36 million. In addition, the costs of such things as compensation to affected third parties, ongoing transfer payments for self-government, lost water revenues, implementation of the treaty, enrollment, and the negotiation process itself are all unknown. Similarly, there are costs that aboriginal negotiators must contend with, such as the $30 million in costs incurred to date by the Nisga'a that must be repaid.

Taxpayers are entitled to a much more comprehensive cost estimate of the Nisga'a A.I.P. and all future settlements. Further, they should have a more accurate indication of what the provincial and federal governments' respective share of costs will be. British Columbia's share of costs varies tremendously, depending on which costs are counted. Under the federal-provincial cost-sharing agreement, the Province has often argued that the federal government pays the lion's share of costs. But that claim fails to acknowledge that B.C. will contribute 100% of the land and 50% of many of the other unidentified costs noted above. The fact is that, at this point, British Columbia taxpayers have no way of knowing what the "big cost picture" really is, and what their share of the cost burden will be relative to other Canadian taxpayers.

This problem is compounded by a lack of information about the cash costs when amortized over the expected payment period. For example, the Ministry of Aboriginal Affairs has estimated that the $190 million cash transfer to the Nisga'a would cost $332 million if amortized over 15 years at 8% interest. We have no idea what the actual payment terms and costs will be, but it does point to a significant long-term "lurking expense", first raised in a study by Peat Marwick Thorne that was commissioned by the Province in 1992 as part of a broad review of the government's financial situation. Such long-term cost obligations to B.C. taxpayers should be clearly identified up front when settlements are concluded.

Similarly, we are concerned that the land costs involved in settlements are not clearly understood by most citizens. Most taxpayers, ourselves included, do not easily relate to land components expressed solely in terms of square kilometers or "representative" hectares. Taxpayers would benefit from additional information aimed at expressing land components in more intuitively understandable terms. We therefore strongly suggest that the Crown land proposed for transfer to First Nations in any treaties should be quantified in terms of its market value.

Self-government

We do not share the view of other Committee members that self-government should be included in treaties, nor can we endorse the model of government proposed in the Nisga'a A.I.P. as a treaty

entitlement. However, we do strongly support the goal of a truly municipal-style self-government that is delegated by statute, like all other local governments. The distinction is no small technical matter, for it speaks to our very vision of Canada and our belief that treaties should be aimed at fostering greater equality, not at creating new inequities between aboriginal and non-aboriginal Canadians.

The model of Nisga'a Government proposed in the A.I.P. would create a new "third order of government" that would be forever enshrined as a treaty right under the Constitution. We do not believe that this is consistent with most British Columbians' vision for aboriginal self-government, because it would constitutionalize an entirely new level of government, with a mixture of municipal, provincial and federal powers, for one specific group of Canadians, based on race and culture. Such special status goes far beyond the concept of municipal-like government, with delegated authority, that we feel most citizens support. Moreover, we note that in the referendum on the Charlottetown Accord, a majority of British Columbians effectively rejected the notion of a new level of government for aboriginal people that would be permanently established under the Constitution.

The significance of constitutionally entrenching aboriginal governments is further complicated by the prospect that as many as 60 such aboriginal governments might eventually be created in British Columbia through treaty negotiations. With respect, we are deeply troubled by the lack of flexibility that this would create, and by the practicality, affordability and workability of the Nisga'a model as a province-wide precedent. Unlike local governments, which derive their authority by statutes of senior governments which can be changed, as dictated by need, the Nisga'a model would be set in stone as the constitutional equal of federal and provincial governments, albeit with shared powers. This a huge constitutional step for all Canadians, with national implications, as recognized under the federal government's policy on self-government, which specifically requires the Province's consent for any treaty right to self-government.

As suggested above, we do not feel that the Government of British Columbia at this point has any mandate to make such a significant constitutional step on behalf of its citizens. Nor do we consider it to be sound national policy for British Columbia to become the only province in Canada with treaties that constitutionally enshrine a third order of government for aboriginal people that is untried and untested. Nor do we believe that it is prudent to incorporate aboriginal governments as treaty rights until the courts have afforded more direction on the issue, especially in view of what they have had to say to date.

We note that the B.C. Court of Appeal ruled in *Delgamuukw* against the appellants' claim to an aboriginal right of self-government, which had also been rejected by the Supreme Court of British Columbia. As Justice Macfarlane put it, "In 1871, when British Columbia joined Confederation, legislative power was divided between Canada and the provinces. The division exhausted the source of such power." He concluded that "The division of governmental powers between Canada and the Province left no room for a third order of government." This opinion must also be evaluated in light of the more recent rulings by the Supreme Court of Canada. In *R. v. Van der Peet (1996)*, Chief Justice Lamer found that "Aboriginal rights are not general and universal; their scope and content must be determined on a case-by-case basis." Thus, any universal "inherent right" of self-government should be dispelled, notwithstanding the policies now being argued to the opposite effect by both Canada and

British Columbia in the Delgamuukw appeal before the Supreme Court of Canada. In *R. v. Pamajewon (1996)*, the Chief Justice stressed that "Aboriginal rights, including any asserted right to self-government, must be looked at in light of the specific circumstances of each case and, in particular, in light of the specific history and culture of the aboriginal group claiming the right."

Such judgments by our highest courts lead us to conclude that there is no justification for a general treaty right to self-government, and certainly nothing as sweeping in scope as the model proposed in the Nisga'a A.I.P. Before self-government is enshrined forever in constitutional concrete under any treaty, we believe that further guidance from the courts is essential. This will likely be forthcoming in any case when the Supreme Court of Canada rules on the Delgamuukw appeal that is presently before it. Based on the judgments to date, it seems clear that even if some measure of self-government is found to exist as an aboriginal right of a particular group, it will be limited to those aspects that are integral to the distinctive culture of that specific claimant group. This may put more political pressure on the need to negotiate some form of self-government, but will not fundamentally *require* the incorporation of self-government in treaties. We suggest that until such time as most other provinces are prepared to incorporate aboriginal self-government in the treaties in their jurisdictions, British Columbia should not volunteer itself as the sole province to incorporate a third order of government for aboriginal people in its treaties.

Beyond our contention that the constitutional entrenchment of aboriginal government through treaties is misguided, we cannot support the dual standard of democratic rights envisioned in the A.I.P. for Nisga'a and non-Nisga'a residents. Non-Nisga'a residents who are subject to Nisga'a Government would have no right to vote for their government, except for its subordinate bodies. We find this to be inconsistent and incompatible with a fundamental tenet of Canadian democracy - namely, that all citizens must have an equal right to vote for their representatives in government at every level. A corollary of that tenet is the principle of "no taxation without equal representation." From our perspective, it is simply not acceptable that any aboriginal government be allowed to tax non-aboriginal residents without equal voting rights for those taxpayers.

At the very least, before any self-government is provided as a treaty right, it should be time-tested and proven. We propose a 10-year trial period of delegated Nisga'a self-government, to see how it works and to allow for legislated remedies to any unforeseen problems that may emerge. This would in no way impair the ability of the Nisga'a to govern their own affairs, but would provide an acceptable assurance to all residents, stakeholders and B.C. taxpayers that the type of self-government proposed as a constitutional right will work. There is no compelling need to rush forward with the constitutional entrenchment of aboriginal self-government in treaties if the real aim is to provide aboriginal communities more immediate control over their everyday lives. That goal can and should be accomplished through delegated self-government.

Finally, we suggest that aboriginal governments should not have special constitutional tax exemptions, as proposed in the Nisga'a A.I.P., but should have the same *legislated* tax exemptions that municipalities enjoy. Areas of jurisdiction that are better managed on a provincial or regional level, such as environmental assessment, and forest practices and standards, should be retained by senior levels of

government.

Recommendations

Certainty and finality:

1. Treaty negotiations should be primarily approached as a preferable alternative to litigation for providing certainty and finality in regard to aboriginal rights and for honoring the Crown's legal obligations to aboriginal people, as guaranteed by the Constitution and directed by the courts.
2. Treaties should involve the exchange of existing undefined aboriginal rights for a new set of defined treaty rights that are consistent with the federal government's historic requirement for the extinguishment of any unspecified or residual aboriginal rights on Crown land.
3. Unless or until a new legal means for achieving certainty is identified which is demonstrably acceptable to a majority of British Columbians and nationally applicable, all treaties should provide certainty by the same means and legal technique as has been employed in other treaties in Canada.

Mandates and Legitimacy:

4. Treaties should be consistent with most British Columbians' primary desire to supplant the inequities of the Indian Act with a new formalized relationship between aboriginal and non-aboriginal people that fosters greater equality of opportunity and responsibility for all Canadians.
5. British Columbians need to be better informed about the legal context in which treaty negotiations are taking place, and more actively involved in the development of a provincial negotiating mandate that ensures treaty outcomes are consistent with their expectations.
6. The broader purposes of treaties should be established through a province-wide dialogue involving as many citizens as possible, culminating in a comprehensive negotiating mandate for treaties.
7. A province-wide referendum on either the proposed Nisga'a Final Agreement, or on a comprehensive provincial negotiating mandate for all treaties, must be provided as an essential element for establishing the legitimacy of the treaty process.
8. Until such time a provincial negotiating mandate has been established with the participation and consent of the people, treaty negotiations should be principally aimed at fulfilling existing legal obligations, not at providing new rights and benefits that will be constitutionally guaranteed forever.

Alternatives to negotiation:

9. Treaty negotiations should provide more tangible incentives, such as interim measures agreements, to encourage more aboriginal groups to negotiate rather than litigate their claims. The use or threat of confrontation must not be tolerated by government and should not be accepted as a rationale for negotiating treaties or advancing political objectives at the bargaining

table.

Amending formula:

10. Amendments to treaties should only be possible with the express prior approval of both Parliament and the Legislative Assembly, by way of a free vote on legislation, and must not include the prerogative for governments to make treaty amendments by order-in-council.

Cash vs. Land:

11. Treaties should be settled primarily in cash, rather than in land and resources.
12. An overall envelope for the total amount of cash and land available for all settlements should be established, quantified as a cash value, and made public forthwith.
13. The relative mix of cash and land for each First Nation should be negotiated at the local level, so as to ensure that all settlements are fair and equitable on a per capita basis, and within the total envelope available for all treaties.

The cost of settlements:

14. Taxpayers should have a more comprehensive cost estimate of the Nisga'a A.I.P. and all future settlements, including a clear understanding of the market value of land transfers, and better information outlining what the provincial and federal governments' respective share of costs will be.

Self-government

15. Treaties should not include the constitutional entrenchment of a third order of government for aboriginal people; rather, a municipal-style of self-government should be negotiated outside of treaties and delegated by federal and provincial statute.
16. All British Columbians must be guaranteed an equal right to vote for, and participate in, any aboriginal government whose jurisdiction they are subject to.

The Nisga'a A.I.P.

As outlined above, we believe the Committee's terms of reference make it not only possible but necessary for it to make recommendations on how issues arising from the Nisga'a A.I.P. might be more satisfactorily addressed in the Nisga'a Final Agreement. We regret that we find ourselves in the position of having to recommend major changes to the Nisga'a proposal that will inevitably disappoint the Nisga'a people, for they have our highest respect and admiration. Indeed, they have demonstrated a tremendous generosity of spirit, persistence and heartfelt resolve in pursuing the difficult path of negotiations over the last 20 years.

However, in view of our findings above and the precedent the anticipated Nisga'a treaty will establish, we conclude that several fundamental changes are required to the A.I.P. in the Final Agreement. Given its significance as the baseline for all future treaties, the Nisga'a Final Agreement must be consistent with most British Columbians' hopes and expectations of all future treaties. It should be a precedent that clearly represents most British Columbians' vision of the values, principles and practical elements that all treaties should embody. In short, it should be as close to perfect as we can reasonably hope to expect of any treaty. It should not be treated as an anomaly, with identified imperfections that will be left in place, to be avoided only in subsequent treaties. The Nisga'a A.I.P. must be assessed on its dual merits as both a proposed settlement with the Nisga'a and as a precedent for all future treaties; and it should be either accepted, improved, or rejected on that basis, without undue pressure to conclude a deal at any cost.

We realize that the modifications we propose will not be easily embraced by the negotiating parties, but we are convinced they are needed in the interests of all British Columbians and the success of the treaty process itself. It is our duty as legislators to exercise our judgement to the best of our ability, in the cold light of the facts and issues as we understand them. We therefore make the following recommendations specifically regarding the changes required for broad public acceptance of the Nisga'a treaty we all aspire to achieve:

Recommendations

The Nisga'a A.I.P.:

17. Unless or until a new legal means for achieving certainty is identified which is demonstrably acceptable to a majority of British Columbians, the Nisga'a treaty should provide certainty by the same means and legal technique as has been historically employed in all other treaties in Canada.
18. Commercial allocation formulas and the management of commercial fisheries should not be included in future treaties, including the Nisga'a treaty. Instead, they should be addressed in negotiations based on watersheds, basins, regions or the entire province.
19. Both the Joint Fisheries Management Committee and the Wildlife Management Committee proposed in the A.I.P. should be revised so as to provide equal tripartite representation for all stakeholders, as recommended above for other future treaties.
20. Nisga'a government and jurisdiction should be delegated, like all other aboriginal governments in Canada, and not enshrined as a treaty right.
21. At minimum, a 10-year trial period of delegated self-government should be negotiated outside of the Nisga'a treaty, to ensure that the model proposed is workable, affordable and subject to legislative remedies, if and when any unforeseen problems emerge.
22. In the event of a conflict or inconsistency between any Nisga'a government laws and those of the provincial or federal governments, the senior government's laws should always clearly prevail.
23. Responsibility for environmental assessment and forest practices and standards should remain with the provincial and federal governments, and should not be transferred to any First Nation as a treaty right.

24. The Nisga'a final agreement should either specifically incorporate a treaty requirement for the phase out of all Indian Act tax exemptions, as in the Yukon treaties, or amend the A.I.P. to exclude all tax exemptions from the treaty, including those proposed for the Nisga'a Government.
25. No treaty, including the Nisga'a treaty, should be introduced in the Legislature for debate and final ratification until a majority of British Columbian voters have given their express approval by a province-wide referendum on either the Nisga'a final agreement or a comprehensive negotiating mandate for all future treaties.

The foregoing opinions submitted by:

M. de Jong, M.L.A.

M. Coell, M.L.A.

B. Barisoff, M.L.A.

G. Abbott, M.L.A.

J. Weisgerber, M.L.A.

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Appendix III -- A Note on the Meaning of Aboriginal Rights

(From: "Glossary Of Treaty-Related Terms As Used By The Province Of British Columbia", Ministry of Aboriginal Affairs)

Aboriginal Rights:

- refer to practices, tradition or customs ("activity[ies]") which are integral to the distinctive culture of an aboriginal society and were practices prior to European contact, meaning they were rooted in the pre-contact society (the date is no longer prior to 1846, the date British sovereignty was asserted in B.C.);
- must be practiced for a substantial period of time to have formed an integral part of the particular aboriginal society's culture;
- must be an activity that is a central, defining feature which is independently significant to the aboriginal society;
- must be distinctive (not unique), meaning it must be distinguishing and characteristic of that culture;
- must be based on an actual activity related to a resource: the significance of the activity is relevant but cannot itself constitute the claim to an aboriginal right;
- must be given a priority after conservation measures (not amounting to an exclusive right);
- must meet a continuity requirement, meaning that the aboriginal society must demonstrate that the connection with the land in its customs and laws has continued to the present day;
- may be the exercise in a modern form of an activity that existed prior to European contact;
- may include the right to fish, pick berries, hunt and trap for sustenance, social and ceremonial purposes (for example, ceremonial uses of trees and wildlife locations);
- may include an aboriginal right to sell or trade commercially in a resource where there is evidence to show that the activity existed prior to European contact "on a scale best characterized as commercial" and that such activity is an integral part of the aboriginal society's distinctive culture;
- may be adapted in response to the arrival of Europeans if the activity was an integral part of the aboriginal society's culture prior to European contact;
- do not include an activity that solely exists because of the influence of European contact;
- do not include aspects of aboriginal society that are true of every society such as eating to survive.

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Appendix IV -- Oral and Written Submissions

Oral Submissions

Witness	*Organization*	*Location*
Abramsen, Karen		Kelowna
Adams, Loretta (K'ipk'aax)		New Aiyansh
Adamson, Lynn	Fort St. John and District Chamber of Commerce	Fort St. John
Adolph, Chief Roger (Tmicwus)		Lillooet
Alaska		Vancouver
Aldridge, Jim	Nisga'a Tribal Council	Vancouver
Alec, Chief Fred	Ts'kw'aylaxw First Nation	Lillooet
Alton, Ken		Smithers
Ambers, Basil		Port Hardy
Andersen, Eric		Chilliwack
Anderson, Carl		Kamloops
Anderson, Dennis		Vanderhoof
Anderson, Edwin (Chùghêk')	Taku River Tlingit First Nation	Atlin
Anderson, Margaret		Prince Rupert

Andrews, Alan		Vancouver
Archibald, Trish	University College of the Cariboo, School of Social Work	Kamloops
Archie, Chief Antoine	Canim Lake Band	Williams Lake
Arkesteyn-Vogler, Clayton	Trinity Memorial United Church	Chilliwack
Armstrong, Ted	Cariboo-Chilcotin Treaty Advisory Committee	Williams Lake
Atamanenko, George	Cariboo-Chilcotin Regional, Treaty Negotiation Committee	Williams Lake
Atleo, Chief Clifford (Wickanninish)	Nuu-chah-nulth Tribal Council	Port Alberni
Atleo, Richard (Umeek)		Nanaimo
Aubuchon, Jacqueline		Victoria
Auten, Rev. Darryl	First United Church, Salmon Arm and Canoe	Salmon Arm
Bakewell, David		Sechelt
Bakewell, Jack		Vancouver
Baptiste, Audrey		Penticton
Baptiste, Kristy		Penticton
Baptiste, Marie		Kamloops
Barnett, Duncan	Cariboo-Chilcotin Regional Treaty Negotiation Committee	Williams Lake
Barrett, Joe		Prince Rupert
Bateman, Velma	South Okanagan Civil Liberties Society	Penticton
Batini, Philippe	Upper Similkameen Indian Band	Penticton
Bawtree, Len		Salmon Arm

Beart, David	Beart's Diving Services Inc.	Campbell River
Becker, Chief Joseph	Musqueam Indian Band	Vancouver
Beddows, Chris		Nanaimo
Beets, Marlie	Council of Forest Industries	Victoria/Cranbrook
Bennett, Gina	Religious Society of Friends, Vernon	Kelowna
Benson, Brad		Sechelt
Berger, Thomas		Vancouver
Berthiaume, Rocque	Academic Workers Union	Prince Rupert
Blaine, Harold	Bahá'í Spiritual Assembly of Penticton	Penticton
Blaney, Fay	Aboriginal Women's Action Network	Vancouver
Bob, Chief Wilson	Te'mexw Treaty Association	Nanaimo
Boisvert, Claude		Sechelt
Bolton, Alex (Sim-oi-ghet Hat'axgm Lii Midiik)	Tsimshian Tribal Council	Terrace
Boswell, Robert	B.C. Wildlife Federation	Nanaimo
Braul, Waldemar	Aboriginal Rights Coalition	Victoria
Brown, Cameron		New Hazelton
Brown, Chief Jerry	Snuneymuxw Nation	Nanaimo
Brown, David	Council of Forest Industries, Aboriginal Affairs Committee	Cranbrook
Brown, Doug	for Chief Nathan Matthew, Shuswap Nation Tribal Council	Kamloops
Brown, Robert	for A. Lehmann	Terrace
Bryant, James		Prince Rupert

Budai, Sheila	(also representing Helen and Hal Gray)	Salmon Arm
Burrows, Carmen	representing Bruce Burrows, United Fishermen Allied Workers Union Local 26	Port Hardy
Burton, Andy	Mayor of Stewart	Terrace
Burton, Philip		Smithers
Campagnolo, Iona	Fraser Basin Management Program	Vancouver
Campbell, Sam		Vancouver
Carder, Judith	Aboriginal Neighbours	Victoria
Cardin, Rev. Dianne	B.C. Conference of the United Church	Vancouver
Carlick, Walter	Kaska Dena Council	Prince George
Carlson, Earl		Atlin
Carnmer, Chief William		Port Hardy
Carriere, Rhonda	Aboriginal Rights Coalition, Project North	Vancouver
Casimir, Christina		Kamloops
Cass, Dave	Knox United Church Outreach Committee	Vancouver
Chandler, Sarah	British Columbia Quaker Committee for Native Concerns	Lillooet
Chapman, Cheryl		Williams Lake
Chester, Chief Ernie (Tuukweiik)	Ditidaht Nation	Port Alberni
Chiavario, Nancy	Lower Mainland TAC	Vancouver
Chipps, Chief Patricia	Te'mexw Treaty Association	Victoria
Chipps, Henry	Te'mexw Treaty Association	Victoria

Chrysler, Judy		Terrace
Clark, Scott	United Native Nations	Vancouver
Clayton, Eva		New Aiyansh
Clogg, Wayne	West Fraser Timber Co. Ltd.	Williams Lake
Coates, Ken	University of Waikato, Hamilton, New Zealand	Kelowna
Cobb, Dave		Smithers
Collins, Geri	Community Futures Development Corporation of Central Interior First Nations	Kamloops
Compstone, Terry		Salmon Arm
Connor, Desmond	Dialogue Canada	Victoria
Cook, Douglas	Forest Protection Allies	Williams Lake
Cooper, Ardyth	Te'mexw Treaty Association	Nanaimo
Cootes, Chief Charlie	Nuu-chah-nulth Tribal Council	Port Alberni
Corcoran, Carole		Merritt
Corcoran, Peter		Merritt
Corsiglia, John		Victoria
Couch, Don	Interior Lumber Manufacturers Association; Riverside Forest Products Ltd.	Kelowna
Crowley, Susan		Prince Rupert
Cummins, John	MP, Delta	Vancouver
Curle, Maureen		Nanaimo
Dahl, John	Finlay Forest Industries Inc.	Mackenzie

Dalen, Mary		Terrace
Dallas, Graham	Canadian National Railways	Vancouver
Davidson, Jim	Acting Mayor, Smithers	Smithers
Davie, Kevin		Sechelt
Demelt, Stu		Fort St. John
Dennis, Robert (Ha ahta)	representing Nah-siis-mis	Port Alberni
Derrickson, Larry	Westbank First Nation	Kelowna
Dick, Hammond	Kaska Tribal Council	Atlin
Drougel, Frank	Central Interior Logging Association	Prince George
Duggan, Rhys		Vancouver
Dunbar, Henry	Mackenzie and Area Task Force, Mackenzie Chamber of Commerce	Mackenzie
Duncan, John	MP, North Island-Powell River	Campbell River
Dunsterville, Richard	Knox United Church Outreach Committee	Vancouver
Ebbels, Jack	Ministry of Aboriginal Affairs	Vancouver / Victoria
Edwards, Chief Wayne	Te'mexw Treaty Association	Nanaimo
Eidsvik, Odd	Prince Rupert and District Chamber of Commerce	Prince Rupert
Eidsvik, Phillip	B.C. Fisheries Survival Coalition	Vancouver
English, Karl	Nisga'a Tribal Council	Vancouver
Ennis, Howard		New Hazelton
Fairall, Lynn		Prince George
Finlayson, Jock	Business Council of B.C.	Vancouver

Fisher, Robin	University of Northern British Columbia	Smithers
Foster, Hamar	University of Victoria	Victoria
Francis, Dennis	Conayt Friendship Centre	Merritt
Frank, Chief Francis	Nuu-chah-nulth Tribal Council	Port Alberni
Frank, Lyle		Kelowna
Fraser, Don	Interior Lumber Manufacturers Association	Kelowna
Fraser, Judy		Prince Rupert
Frazer, Jack	MP, Saanich - Gulf Islands	Victoria
French, Diana		Williams Lake
Gabriel, Greg	Penticton Indian Band	Penticton
George, Chief Andrew Sr. (Tsi Bassa)		Burns Lake
George, Virginia		Vanderhoof
Gerow, Ray		Burns Lake
Gesinghaus, Yvon		Port Hardy
Gillie, Mavis	Aboriginal Neighbours	Victoria
Gilmour, Bill	MP, Comox-Alberni	Nanaimo
Glaim, Darlene (Gyolugyet)	Wet'suwet'en Hereditary Chiefs	Prince George
Glavin, Terry	Steelhead Society of B.C.	Chilliwack
Goldie, Bernice		Sechelt
Goodings, Karen		Fort St. John
Gordon, Hugh	Ministry of Aboriginal Affairs	Vancouver
Gosnell, Chief Joseph	Nisga'a Tribal Council	New Aiyansh / Vancouver / Victoria

Gosnell, Joe Jr.		Prince Rupert
Gouchie, Ernie	Lheit-Lit'en Nation	Prince George
Gould, Al	Department of Indian Affairs	Vancouver
Grant, Peter	representing Gitanyow Hereditary Chiefs	Vancouver
Gray, Brian		Salmon Arm
Greenaway, Lorne	B.C. Cattlemen's Association	Kamloops
Griezic, Foster		Victoria
Griffith, Billy		Sechelt
Griffith, Iris		Sechelt
Groat, Debbie	Kaska Dena Council	Prince George
Gunn, Gordon	KPMG Consulting	Victoria
Gunson, Gordon	Pacific Inland Resources	Smithers
Gutrath, Gordon		Vancouver
Hagel, David		Kelowna
Hahn, Paul	B.C. Wildlife Federation, Okanagan Region	Kelowna
Hall, Gordon		Penticton
Hambridge, Archbishop Douglas		Campbell River
Hamel, Rev. Peter	Diocese of Caledonia Task Force on Aboriginal Rights	Terrace
Hames, Clint		Chilliwack
Hamilton, Deanna	Westbank First Nation	Kelowna
Hansen, Juergen		Penticton

Harder, Peter		Chilliwack
Hare, Rev. Michael		Terrace
Harlson, Ted		Kelowna
Hart, Jim	MP for Okanagan-Similkameen-Merritt	Penticton
Haughton, Doug		Kamloops
Ha-w-lth-Sim	Native Youth Movement	Vancouver
Hayduk, Carolyn		New Aiyansh
Hayes, William		Terrace
Heaman, Isabel	Aboriginal Rights Coalition	Victoria
Heame, Margo		Terrace
Henderson, Chief John		Port Hardy
Heywood, Jackie	Coalition of Supporters of the Sinixt-Arrow Lakes Peoples	Cranbrook
Higginbotham, Ken	Canfor Corp.	Prince George
Hill, Bruce	Steelhead Society of B.C.	Terrace
Hill, Robert	Tsimshian Tribal Council	Prince Rupert
Hills, William		Cranbrook
Hindle, Lonnie	Presidents' Council	Vancouver
Hochhausen, Joe	Okanagan-Penticton Reform Party Constituency Assistant	Penticton
Hogman, Kathy	St. Andrew's United Church; also representing John Mayba	Port Alberni
Hogue, Colette	In-SHUCK-ch N'Quat'qua Council	Chilliwack
Holdom, Bill		Nanaimo

Houghton, Rev. Dean		Terrace
Houle, Ruth		Sechelt
How, John		Terrace
Howard, Lillian (Nuhnuhumhis)		Port Alberni
Howard, Rev. Keith	B.C. Conference of the United Church	Vancouver
Huffman, Les		Vanderhoof
Hughes, Kathleen		Penticton
Hull, David	Councillor, Terrace	Terrace
Hunt, Chief David	Kwakiutl District Council	Port Hardy
Hunter, Lynn		Victoria
Hunter, Mike	Fisheries Council of B.C.	Vancouver
Huntington, Vicki	Lower Mainland TAC	Vancouver
Inglis, Richard	Ministry of Aboriginal Affairs	Vancouver
Irving, Bill	Mayor, Ucluelet	Port Alberni
Iversen, Ejnar		Chilliwack
Jack, Bill		Victoria
Jack, Bryan (Wats'et)	Taku River Tlingit First Nation	Atlin
Jack, Joan (Mikons-eo-beak)		Atlin
Jack, Melvin (Khàtgwèxh)	Taku River Tlingit First Nation	Atlin
Jack, Sylvester	Taku River Tlingit First Nation	Atlin
Jeffery, Rich	Truck Loggers Association	Victoria
Jeffery, Steve		Kamloops

Jeffrey, Deborah		Prince Rupert
Jeffries, Wesley		Sechelt
Jenkins, Gail		Atlin
Jensen, John	Kitimat-Terrace and District Labour Council	Terrace
Jewitt, Bill		Cranbrook
Jobson, Keith	Unitarian Church	Victoria
John, Grand Chief Edward	'Ukailch'oh, First Nations Summit Task Group	Vancouver
Jones, Hugh	Cariboo Lumber Manufacturers Association	Williams Lake
Joseph, Bob	Qwa-wa-aineuk Band	Campbell River
Joseph, Corinna	Lheit-Lit'en Youth Group	Prince George
Joslin, Joe		Kamloops
Joslin, Ted	Reform Party of Canada, Kamloops Constituency	Kamloops
Joseph, Melvin		Burns Lake
Judge, Joe	Peace River Regional District	Fort St. John
Jules, Chief Manny	Kamloops Indian Band	Kamloops
Jules, John	Kamloops Indian Band	Kamloops
Kelly, Jamie		Victoria
Kerr, John	Tatlayoko Think Tank	Williams Lake
Kilgour, Norm		Salmon Arm
Klein, Jessica		Penticton
Klein, Joe	Okanagan Institute for Public Awareness	Penticton

Knaus, Jakob		Sechelt
Knight, Al		Kamloops
Koch, Agnes		Cranbrook
Koepke, Tim	Indian and Northern Affairs Canada	Victoria
Komonoski, Paul		Merritt
Koyle, Mike	Reform Party of B.C.	Salmon Arm
Kruger, Pierre		Penticton
Kwakseestahla, Chief Russell	Laich-Kwil-Tach Nation	Campbell River
Laatsch, Howard		Salmon Arm
Labatch, Melanie		Vanderhoof
Lafferty, Garry		Merritt
Lamb, Keith		Salmon Arm
Lampert, Jerry	Business Council of B.C.	Vancouver
Lampman, Marg	Lillooet-Fraser Regional Advisory Committee	Lillooet
Lauder, John		Merritt
Laughren, Ken	Envirohome Technologies Canada Inc.	Kelowna
Le Bourdais, Chief Richard	Whispering Pines Indian Band	Kamloops
Lea, Graham	Truck Loggers Association	Victoria
Leask, Joe		Kelowna
Leboe, Ben		Kelowna
Leeson, Nelson	Nisga'a Tribal Council	Vancouver
Lewin, Pam	Lower Mainland TAC	Vancouver

Lewis, Michael		Port Alberni
Lindenbach, Marilynn		Campbell River
Lindley, Tom	Westbank Indian Band	Penticton/Kelowna
Lloyd, Howard		Mackenzie
Lock, Henri	Land Negotiations Network	Victoria
Lockhart, Sandy		Prince George
Logan, Brian	Lakeland Mills Ltd.	Vanderhoof
Logan, Deb	British Columbia Shellfish Growers Association	Nanaimo
Lorimer, Steve	TimberWest Forest Ltd.	Victoria
Louie, Marcus		Kamloops
Louie, Robert	First Nations Summit Task Group	Vancouver
Love, Denis	United Manufactured Home Owners Association in B.C.	Victoria
Lucas, Chief Simon (Kla-kisht-ke-is)	First Nations Summit	Victoria
Lucas, Chief Simon (Kla-kisht-ke-is)	representing Matlaha	Port Alberni
Lucas, Julia (Tu-paut)		Port Alberni
MacGregor, Mary	B.C. Cattlemen's Association	Kamloops
Mack, Bruce		Williams Lake
Mackay, Dennis		Smithers
Madsen, Ruth		Kamloops
Magee, George		Burns Lake
Maitland, Alice	Mayor of Hazelton	New Hazelton
Malcolm, Ron		Sechelt

Manley, Rev. James	Vancouver South Presbytery of the United Church of Canada	Vancouver
Manuel, Arthur	Shuswap Nation Tribal Council	Kamloops
Manuel, Chief Arthur	Neskonlith Indian Band	Salmon Arm
Manuel, Dan	Upper Nicola Indian Band	Merritt
Marks, Dorothy		Salmon Arm
Marshall, Fred		Salmon Arm
Massey, Doug		Vancouver
Mayfield, Philip	MP, Cariboo-Chilcotin	Williams Lake
McCandless, John		Vancouver
McCauley, Dave		Merritt
McFee, Gordon	United Northern Citizens	Burns Lake
McIntyre, Mark		Port Hardy
McKay, Corinne (Bilaam Maats')		Prince Rupert
McKenzie, Art	Courtenay Fish and Game Club	Campbell River
McKinnon, Cecile		Port Alberni
McKnight, George		Port Alberni
McLaren, John	Aboriginal Neighbours	Victoria
McLellan, Ken		Vancouver
McLeman, Jack		Port Alberni
McMaster, Dick	Council of Tourist Associations	Kamloops
McMillan, Rev. Canon Hubert (Sim'oogit Ksdiyaawak)		New Aiyansh
McMullen, Steve	TimberWest Forest Ltd.	Mackenzie

McRae, Rick	IWA-Canada Local 171	Port Hardy
McVey, Alistair		Prince George
Melleau, Chief Marilyn	Esketemc First Nation	Williams Lake
Mellor, Ruth	First United Church, Kelowna	Kelowna
Menning, Tim		Williams Lake
Mercer, Willis		Cranbrook
Michael, Tom	District of Mackenzie	Mackenzie
Michel, Henry	En'owkin Centre	Penticton
Miles, Robert		New Aiyansh
Miller, George		Mackenzie
Miller, John	Cariboo Cattlemen's Association	Williams Lake
Miller, Randy		Atlin
Minshall, Burt		Chilliwack
Mirau, Garth	United Fishermen and Allied Workers Union	Nanaimo
Mitchell, Helen	Telqua	Vancouver
Molloy, Tom	Department of Indian Affairs	Vancouver
Monaghan, Joanne	Kitimat-Stikine Regional District	Terrace
Moore, Matthew		New Aiyansh
Morgan, George	Kaska Tribal Council	Atlin
Morisette, Basil (Buzz)		Kamloops
Morris, Eric (Gooch nax)	Teslin Tlingit Council	Atlin
Morse, Jim		Prince Rupert

Morven, Herb (Sim'oogit K'eexkw)		New Aiyansh
Morven, Nita (Ksim Sook')		New Aiyansh
Morven, Shirley		New Aiyansh
Moses, Don		Merritt
Mott, Oliver		Fort St. John
Mueller, Reg	Carrier-Sekani Tribal Council	Vanderhoof
Muir, Peggy		New Hazelton
Murray, Charmaine	Fraser Basin Management Program	Vancouver
Mussell, Roy	Fraser Basin Management Program	Vancouver
Myers, Joe		Salmon Arm
Nahanee, Harriet (Tsiheotl)		Vancouver
Naknakim, Rod		Port Hardy
Neels, John	Share Cariboo-Chilcotin Resources	Williams Lake
Nelson, Forrest		Campbell River
Newton, Bruce	Pinantan-Pemberton Livestock Association	Kamloops
Newton, Rita		Kamloops
Nicholson, Ross		Penticton
Noonan, Kathy		Penticton
Northup, Brian	Mayor-elect, Smithers	Smithers
Nyce, Harry	Nisga'a Tribal Council	Vancouver
Nyman, Elizabeth (Gágiwdulàt)	Taku River Tlingit First Nation	Atlin
O'Rourke, Patrick	Ministry of Aboriginal Affairs	Vancouver

Oldhands, Raul	National Aboriginal Veterans Association -- B.C. Chapter	Vancouver
Ortner, Chris	Forest Renewal B.C.	Kamloops
Overstall, Vigil		Smithers
Palmantier, Chief Emma		Burns Lake
Palmantier, Kristy		Williams Lake
Papenbrock, Wiho	B.C. Government and Service Employees' Union	Prince George
Parfitt, Ben		Vancouver
Patterson, Mike	Mayor, Cranbrook	Cranbrook
Patton, Gary (Gunahkadet)	Katalla-Chilkat Tlingit, Alaska	Vancouver
Paul, Frank	Snaxilkn Kelmelka	Kelowna
Paul, Rachel	Penticton Indian Band	Penticton
Payne, Gordon		Campbell River
Paynter, Farlie		Kelowna
Pelletier, Eve		Vancouver
Pelletier, Mike		Vancouver
Penner, Barry	M.L.A., Chilliwack	Chilliwack
Percival, Vina		New Aiyansh
Percival,Mildred (Ksim Githlaawaak)		New Aiyansh
Pete, Elizabeth	Canim Lake Band	Williams Lake
Peters, Gerard	Eppa, In-SHUCK-ch-N'Quatqua	Lillooet
Phillip, Joan	Penticton Indian Band	Vancouver
Pierre, Chief Harry	Tl'azt'en Nation	Vanderhoof

Pierre, Chief Sophie (Kaquntkanusaqlam)	Ktunaxa-Kinbasket Tribal Council	Cranbrook
Point, Chief Steven (Xwelixwel-tel)		Chilliwack
Pointe, Sacheen	Native Youth Movement	Vancouver
Poitras, Rick	Métis Nation	Penticton
Pollock, Rob		Prince Rupert
Popovich, Gilbert	Mayor, Alert Bay	Port Hardy
Porter, Dave	Kaska Dena Council	Prince George
Porter, Dennis	Kaska Tribal Council	Atlin
Powell, Lois		Nanaimo
Pratt, Gord	Chamber of Commerce	Smithers
Prince, Nicholette	Carrier-Sekani Tribal Council	Vanderhoof
Prince, Nick		Vanderhoof
Prince, Vincent		Vanderhoof
Proverbs, Trevor	Ministry of Aboriginal Affairs	Vancouver
Pullinger, Diana	Ten Days for Global Justice	Nanaimo
Quakenbush, Johanna		Nanaimo
Quocksister, Chief George	Laich-Kwil-Tach Nation	Campbell River
Rankin, Lee		Vancouver
Ransome, Teresa		Port Hardy
Recalma-Clutesi, Kim (Okeelokwa)		Nanaimo
Redmond, Michael	B.C. Utilities Advisory Council	Vancouver
Reid, Willy		New Hazelton

Retter, Rev. David	Anglican Diocese of New Westminster	Vancouver
Ringma, Bob	MP, Nanaimo-Cowichan	Nanaimo
Ritchie, Kirk		Terrace
Roberg, Florence	Department of Indian Affairs	Vancouver
Roberge, Florence	Department of Indian Affairs	Vancouver
Robertson, Alec	B.C. Treaty Commission	Victoria
Robertson, Angus	Ministry of Aboriginal Affairs	Victoria
Robinson, Anne (K'iplaaxw)		New Aiyansh
Robinson, Don	B.C. Wildlife Federation	Victoria
Robinson, Mark		Nanaimo
Robinson, Rod		New Aiyansh
Rokeby, Shirley	Ten Days for Global Justice	Nanaimo
Ronneseth, Al	B.C. Packers	Prince Rupert
Rose, Guy	Nicola Stock Breeders Association	Merritt
Ross, Bill	Water Supply Association of B.C.	Kelowna
Ross, Dorothy	Argenta Quaker Meeting; also representing Jack Ross, West Kootenay Regional Association of Green Party of Canada	Cranbrook
Routledge, Doug	Northern Forest Products Association	Smithers/Prince George
Rowed, James		Vancouver
Rowland, Gordon		Kelowna
Roy, Peter		Sechelt
Rubin, Dan		Prince Rupert

Ruff, Kathleen		Burns Lake
Ryan, Don ('Maas Gaak)	Gitxsan Treaty Office	Vancouver
Sam, Chief Stanley	Nuu-chah-nulth Tribal Council	Port Alberni
Sam, Robert (Ha'quallak)		Victoria
Sasleen		Vancouver
Sauer, Bill	Northwest Loggers Association	Terrace
Schmidt, Werner	MP, Okanagan Centre	Kelowna
Schuck, Andrew	representing McLeod Lake Indian Band	Vancouver
Schulmann, Bernard		Lillooet
Schwartz, Rudy	Repap B.C.	Terrace
Scott, Mike	MP, Skeena	Terrace
Seinen, Henry		Smithers
Serup, Svend		Prince George
Seymour, Vera	Lheit-Lit'en Nation	Prince George
Shackelly, Barney		Merritt
Shackelly, Chief Ko'waintco Linda	Assembly of First Nations	Merritt
Shafer, John		Victoria
Shanks, Mike		Sechelt
Shannon, Frank		Penticton
Shelford, Cyril		Victoria
Sheppard, Allan	Prince Rupert and District Chamber of Commerce	Prince Rupert
Shields, John	BCGEU	Vancouver

Shipley, Stewart		Campbell River
Siddon, Thomas		Penticton
Skwarok, Ted		Campbell River
Sloan, Don	Okanagan-Similkameen Parks Society	Penticton
Smith, Ken	Unitarian Church	Victoria
Smith, Margaret		New Aiyansh
Smith, Very Rev. Robert	First United Church	Vancouver
Smith, William		Smithers
Snow, Chief Agness	Canoe Creek Band	Williams Lake
Sobol, Dr. Isaac		Vancouver
Solonas, Verne		Burns Lake / Mackenzie
Spalding, Susan		Terrace
Squakin, Hazel		Penticton
Squakin, Marlene		Penticton
Squires, Maurice	Niik'ap	New Aiyansh
Standfest, Herman		Penticton
Stephenson, Jim	Canadian Forest Products Ltd.	Fort St. John
Sterritt, Neil (Madeegam Gyamk)	Gitxsan Treaty Office	New Hazelton
Stevenson, J. Paul	Booker Gold Explorations Ltd.	Terrace
Stinson, Darrel	MP, Okanagan-Shuswap	Salmon Arm
Stone, Peter	Fort Ware Kaska Band	Mackenzie
Stothert, Winston		Vancouver

Strange, Phil		Kamloops
Sumanik, Ken	Mining Association of B.C.	Vancouver
Tait, Rev Percy (Lax Wilgit)		New Aiyansh
Talstra, Jack	Mayor of Terrace	Terrace
Tanner, Clive		Victoria
Tarr, Michael	Northern Savings Credit Union	Prince Rupert
Tasczak, Norm	Southern Okanagan Sportsmen's Association	Penticton
Taylor, Walt	Waging Peace Society	Smithers
Tennant, Paul	University of British Columbia	Vancouver
Terbasket, Pauline		Penticton
Terry, Chief Saul	Union of B.C. Indian Chiefs	Port Hardy
Thomas, Chief Stanley	Saik'uz Nation	Vanderhoof
Thomas, Mary	Cariboo Tribal Council	Williams Lake
Thomas, Maureen		Vanderhoof
Thomas, Morris (Morrie)		Penticton
Thomas, Viola	Presidents' Council; United Native Nations	Vancouver
Thornburgh, Jack	Social Justice Alliance; Alberni Environmental Coalition	Port Alberni
Travers, Ray	Unitarian Church	Victoria
Trotter, Larry		Vancouver
Tuffs, Arnet		Sechelt
Tully, James	University of Victoria	Victoria

Valée, Andy	B.C. Federation of Labour	Port Alberni
Van Tine, Keith	United Northern Citizens	Burns Lake
Van Tine, Paula	United Northern Citizens	Burns Lake
Varzeliotis, Nick		Victoria
Vaughan, Laurie Dorsey		Williams Lake
Vezina, Dan		Fort St. John
Vickers, Marilyn		Vanderhoof
Voswinkel, Stefan		Atlin
Wagg, Dana		Nanaimo
Wagner, Ron		Fort St. John
Walden, Charles		Burns Lake
Walls, Reta	B.C. Wildlife Federation	Port Alberni
Walters, Tim	Campbell River Fish and Wildlife Club	Campbell River
Ward, David	National Aboriginal Veterans Association -- B.C. Chapter	Vancouver
Warren, Bob (Laquse)		Nanaimo
Watkins, Rev. Mike	Scw'Exmx Anglican Parish	Merritt
Watt, Robert	Sinixt Nation	Cranbrook
Watts, Chief George (Wahmish)	Nuu-chah-nulth Tribal Council (Chief Nelson Keith translating)	Port Alberni
Weiss, Heinz		Salmon Arm
Wesley, Gerald (Sim-oi-ghet Xpilaxha)	Tsimshian Tribal Council	Terrace
Wesley, Gerald	Tsimshian Tribal Council	Prince Rupert

Whetung, Dan (Bi-digh)		Victoria
White, Calvin		Salmon Arm
Whyte, Terry	St. Andrew's United Church	Port Alberni
Wiebe, Rob	Parksville-Qualicum Fish and Game Association	Nanaimo
Williams, Glen	Axwin Desqxw, Heriditary Chiefs	New Hazelton
Williams, James		Victoria
Williams, Ruth	All Nations Trust Co.	Kamloops
Wilson, Bill	Hemas Kla-Lee-Lee Kla, Lheit-Lit'en Nation	Prince George
Wilson, Brian	Fraser Basin Management Program	Vancouver
Wilson, James	Kwakiutl District Council	Campbell River
Wong, Darrel	Local 1-71, IWA-Canada	Campbell River
Wood, Steve		Campbell River
Woods, Elizabeth		Victoria
Woodward, Jack		Victoria
Wright, Edmond	Nisga'a Tribal Council	Vancouver
Wright, Leanne	Miilukw Hlihaytkwhl Gibuu	New Aiyansh
Yabsley, Gary	Snuneymuxw Nation	Nanaimo
Yearwood, Doug	Northern Savings Credit Union	Prince Rupert
Young, Bill		New Aiyansh

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Written Submissions

File No	***Name***	***Organization***
AA-002	Dalen, Mary G.	
AA-003	Eidsvik, Odd	Prince Rupert and District Chamber of Commerce
AA-004	Wesley, Gerald	Tsimshian Nation
AA-005	Stevenson, J. Paul	Booker Gold Explorations Ltd.
AA-006	Bevan, Chief Mel Bolton, Sm'oogit Alex	Kitselas First Nation Kitsumkalum First Nation
AA-007	Lehmann, A.	(presented by Robert Brown)
AA-008	Scott, Mike	Member of Parliament, Reform Party of Canada
AA-009	Schwartz, Rudy	VP, Finance and Business Operations, Repap B.C.
AA-010	Mallia, Joe	
AA-011	Sauer, Bill	North West Loggers' Association
AA-012	Greenaway, Lorne Leach, Lorne MacGregor, Mary	B.C. Cattlemen's Association

AA-013	How, John	
AA-014	Hill, Bruce	Steelhead Society of B.C.
AA-015	Hayduk, Norm	Non-Nisga'a Valley Residents
AA-016	Phillip, Stewart Phillip, Joan	Penticton Indian Band
AA-017	Duncan, John	Member of Parliament, Reform Party of Canada
AA-018	Kwakseestahla, Chief Russell	Laich-Kwil-Tach Nation, Department of Justice
AA-019	McLeman, Jack	
AA-020	Skwarok, Ted	
AA-021	Wong, Darrell	President, IWA Canada, Local 1-71
AA-022	Walters, John T.	President, Campbell River and District Fish and Wildlife Association
AA-023	Brown, Jerry	Chief, Snuneymuxw Nation (Nanaimo First Nation)
AA-024	Rokeby, Shirley Rowe, Sister Margaret	Ten Days for Peace and Justice
AA-025	Boswell, Robert	Zone 1, B.C. Wildlife Federation
AA-026	Wiebe, Rodney	President, Parksville, Qualicum Fish and Game Association
AA-027	Bakewell, David R.	
AA-028	Watts, George	Ha'wiih of the Nuu-chah-nulth First Nation
AA-029	Mayba, John	
AA-030	Hogman, Kathy	United Church, Port Alberni
AA-031	Walls, Reta	B.C. Wildlife Federation (Vancouver Island)

AA-032	Whyte, Terry	St. Andrews United Church, Port Alberni
AA-033	Knaus, Jakob	
AA-034	Tuffs, Arnet	
AA-035	Calenda, Joseph	(presented by Councillor Mike Shanks)
AA-036	Isherwood, Keith	
AA-037	Richardson, Robin M.	R.M. Richardson & Associates
AA-038	Voswinkel, Stefan	Cascade Interlink
AA-039	Goldie, Bernice	
AA-040	Bob, Wilson Edwards, Chief Wayne Cooper, Ardyth	Te'mexw Treaty Association
AA-041	McKinnon, Cecile	
AA-042	Northup, Brian J.	
AA-043	Gerow, Ray	
AA-044	Ruff, Kathleen	
AA-045	Taylor, Walt	Waging Peace Society
AA-046	Gunson, Gord	Woods Manager, Pacific Inland Resources (a Division of West Fraser Miles Ltd.)
AA-047	Alton Ken	
AA-048	Smith, William H.	
AA-049	Sterritt, Neil	Gitxsan Treaty Office
AA-050	Palmentier, Emma	Chief, Lake Babine Nation

AA-051	Pierre, Harry	Chief, Tl'azt'en Nation
AA-052	Anderson, Dennis R.	
AA-053	Logan, Brian	Lakeland Mills Ltd.
AA-054	Neels, John Foster, Penny Culbert, Pam	Share Cariboo/Chilcotin Resources
AA-055	Davie, Kevin	Sunshine Coast LAC
AA-056	Gosnell, Joe	Chief, Nisga'a Tribal Council
AA-057	Tsa-me-gahl, B	Tsa-me-gahl and Associates
AA-058	Antonenko, James	
AA-059	Kerr, John	Tatlayoko Think Tank
AA-060	Mills, Steve	
AA-061	Watkins, Mike	Scw'Exmx Anglican Parish
AA-062	Griezic, Foster	
AA-063	Jones, Hugh	Cariboo Lumber Manufacturers' Association
AA-064	Cass, Dave	United Church, Outreach Committee
AA-065	McCandless, John	
AA-066	Williams, Ruth	All Nations Trust Company
AA-067	Knight, Al	
AA-068	Manuel, Arthur	Chief, Neskonlith Indian Band, Shuswap Nation Tribal Council
AA-069	Rose, Guy	Nicola Stockbreeders

AA-070	Komonoski, Paul	Nicola Valley Sportsmen
AA-071	McMaster, Dick	Council of Tourism Associations of B.C. and the B.C. Fishing Resorts and Outfitters Association
AA-072	Archibald, Trish	
AA-073	Chandler, Sarah and Trevor	B.C. Quaker Committee for Native Concerns
AA-074	Lampman, Marg	Lillooet-Fraser RAC
AA-075	Miller, John	Cariboo Cattlemen's Association
AA-076	Menning, Tim	
AA-077	Clogg, Wayne	West Fraser Timber Co. Ltd.
AA-078	Adolph, Roger	Chief, Xaxli'p First Nation
AA-079	Matthew, Chief Nation	North Thompson Indian Band(read by Doug Brown)
AA-080	McNutt, T. Roy	Kamloops and District Fish and Game Association
AA-081	Joslin, Ted	Kamloops Constituency, Reform Party of Canada
AA-082	Atamanenko, George	Cariboo-Chilcotin Regional TNC
AA-083	Armstrong, Ted Long, Bob	Cariboo Regional District and Cariboo-ChilcotinTAC
AA-084	Redmond, Michael	B.C. Utilities Advisory Council
AA-085	Rhys, John E.	
AA-086	Wilson, Brian Mussel, Roy Murray, Charmaine	Fraser Basin Management Program
AA-087	Ortner, Chris	Forest Renewal B.C.

AA-088	Jules, Manny	Chief, Kamloops Indian Band
AA-089	MacGregor, Mary	B.C. Cattlemen's Association
AA-090	Olsen, Garry	Chief Executive Officer, Thompson Regional Health Board
AA-091	Watson, Bill	Terrace Rod and Gun Club
AA-092	Manly, Jim	Vancouver South Presbytery of the United Church of Canada
AA-093	Black, Shawn	
AA-094	Woods, Elizabeth	
AA-095	Blaine, Harold	Baha'i Spiritual Assembly
AA-096	Fabische, Kathy	
AA-097	Hart, Jim	Member of Parliament, Reform Party of Canada
AA-098	Shields, John	B.C. Government and Service Employees' Union
AA-099	Gillie, Mavis	Aboriginal Neighbours of the Anglican Diocese of B.C.
AA-100		42 residents of the Okanagan Valley
AA-101	Bateman, Velma	South Okanagan Civil Liberties Society
AA-102	Tosczak, Norm	South Okanagan Sportsmen's Association
AA-103	Klein, Jessica and Joe	Okanagan Institutute for Public Awareness
AA-104	Hughes, Kathleen and Robert	
AA-105	Kruger, Pierre	
AA-106	Hochhausen, Joe	
AA-107	Leboe, Ben	
AA-108	Hamilton, Deanne	Westbank First Nation

AA-109	Schmidt, Werner	Member of Parliament, Reform Party of Canada
AA-110	Tokarchuk, Maria	
AA-111	Abramsen, Karen	
AA-112	Ross, Bill	Water Supply Association of B.C.
AA-113	Couch, Don	Director of Woodlands Operations, Riverside Forest Products Ltd.
AA-114	Fraser, Don	Interior Lumber Manufacturers' Association
AA-115	Lindley, Tom	Westbank Band, Okanagan Tribe, Salish Nation
AA-116	Stinson, Darrel	Member of Parliament, Reform Party of Canada
AA-117	Morrison, Dodi	
AA-118	Auten, Darryl	Salmon Arm First United Church
AA-119	Briggs, Mayor Tom	(presented by Acting Mayor T. Michael)Regional District of Mackenzie
AA-120	Bawtree, Len	
AA-121	White, Calvin	
AA-122	Jordan, Tom	
AA-123	Truman, F.E.	
AA-124	Benoit, J.	
AA-125	Roddan, Hulda and Sam	
AA-126	Johal, Asa	Terminal Forest Products Ltd.
AA-127	Cornish, S.J.	
AA-128	Eastman, Bill	

AA-129	Shelford, Cyril	
AA-130	Varzeliotis, Nicholas	
AA-131	Cheshire, Crystal	
AA-132	Beets, Marlie	Vice-President, Aboriginal Affairs, Council of Forest Industries
AA-133	Jobson, Keith	Unitarian Church of Victoria, Board of Trustees and Social Responsibility Committee
AA-134	St. George, B.D.	
AA-135		Outreach Committee of South Surrey/White Rock
AA-136	Corsiglia, John	
AA-137	Lang, G.E.	
AA-138	Anonymous	
AA-139	Sherwin, Ian M.	
AA-140	Harlson, Ted	
AA-141	Weleschuk, Elizabeth	
AA-142	Robinson, Don	B.C. Wildlife Federation
AA-143		Fisheries Council of B.C.
AA-144	Lock, Henri	Land Negotiations Network
AA-145	Tully, James	Chair, Department of Political Science, University of Victoria
AA-146	Woodward, Jack	
AA-147	Pelletier, Eve	
AA-148	Sumanik, Ken M.	Mining Association of B.C.

AA-149	Harris, Ken	National Aboriginal Veterans Association, B.C. Chapter
AA-150	Lormier, Steve	TimberWest Forest Limited, Coast Logging Region
AA-151	Sharpe, Gaye	B.C. Conference, United Church of Canada
AA-152	Stothert, Winston	
AA-153	Lampert, Jerry	Business Council of B.C.
AA-154	Massey, Doug	
AA-155	John, Edward Louie, Robert Mathias, Joe	First Nations Summit
AA-156	Foster, Hamar	University of Victoria
AA-157	Heaman, Isabel	Aboriginal Rights Coalition
AA-158	Bob, Chief Wilson	Te'mexw Treaty Association
AA-159	Love, Denis	United Manufactured Home Owners' Association
AA-160	Booiman, Suan	
AA-161	Smith, Carole Cumont	Kwakiutl Laich-Kwil-Tach Nations
AA-162	Jack, Bill	
AA-163	Boyd, William	First United Church Kelowna
AA-164	Becker, Joe	Chief, Musqueam Nation
AA-165	Rankin, Lee	Councillor, City of Burnaby
AA-166	Smith, Bob	First United Church
AA-167	Williams, Glen	Gitanyow Hereditary Chiefs
AA-168	Bakewell, Jack	

AA-169	Stinson, Fred	
AA-170		
AA-171	Logan, Deb	B.C. Shellfish Growers' Association
AA-172		B.C. Treaty Commission
AA-173	Nelson, Frederick Allan	
AA-174	Robertson, Angus	ADM, Ministry of Aboriginal Affairs
AA-175	Hardy, Charles	
AA-176	Ingham, Michael	
AA-177	Michel, Helen	
AA-178	Cummins, John	Member of Parliament, Reform Party of Canada
AA-179	Godard, Hugh P.	
AA-180	Dhara, Joseph	
AA-181	Noonan, Brian and Margy	
AA-182	Keery, John	
AA-183	Mader, Christina	
AA-184	Smith, J.H.G.	
AA-185	Morison, Glen	14 residents of Hazelton
AA-186	Aubuchon, Jacqueline	
AA-187	Davis, Ken	
AA-188	Williams, James	
AA-189	Tanner, Clive	

AA-190	Hawes, Randy	Mayor, District of Mission
AA-191	Connor, Desmond M.	Dialogue Canada
AA-192	Jeffery, Rick	Truck Loggers' Association
AA-193	Hammond, Susan	Silva Ecosystem Consultants Ltd.
AA-194	Schuck, Andrew	Counsel for McLeod Lake Indian Band
AA-195	Burrows, Bruce	UFAWW, local 26
AA-196		Kwakiutl District Council
AA-197	McIntyre, Mark	
AA-198	Popovich, Gilbert	Mayor, Alert Bay
AA-199	Stephenson, Jim	Canadian Forest Products Ltd.
AA-200	Iversen, Ejnar	
AA-201	Goodings, Karen	
AA-202	Judge, Joe	Chair, Pear River Regional District
AA-203		Knox United Church, Outreach Committee
AA-204	Bowcott, Chief Sharon	Tsawwassen First Nation
AA-205		Lower Mainland Treaty Advisory Committee
AA-206		Canfor Corporation
AA-207	Drougel, Frank	Central Interior Logging Association
AA-208		Mackenzie Chamber of Commerce, Mackenzie and Area Task Force
AA-209	Hough, Katherine	Diocese of Kootenay, Anglican Church of Canada
AA-210	Dahl, John	Finlay Forest Industries Inc.

AA-211	Boyd, Rev. David	Nelson United Church
AA-212	Arkesteyn-Vogler, Rev. Clayton	Trinity Memorial United Church
AA-213	Quipp, June	(Cheam Indian Band)
AA-214		Teslin Tlingit Council
AA-215	Jenkins, Gail	
AA-216	Nelson, R.A.	
AA-217	Jewitt, Bill	
AA-218	Brown, David	Cresbrook Forest Industries Ltd.
AA-219	Hills, Dr. William G.	
AA-220	Ross, Jack	Green Party of B.C.
AA-221	Ross, Dorothy	B.C. Quaker Committee on Native Concerns
AA-222	Patterson, Mayor Mike	City of Cranbrook
AA-223	Tenese, Marilyn	Ktunaxa Nation
AA-224	Heywood, Jacqueline	Coalition of Supporters of the Sinixt/Arrow Lakes Peoples
AA-225	Harder, Peter	
AA-226	Howard, Russ	
AA-227	Slade, Kenneth	
AA-228		B.C. Chamber of Commerce
AA-229	Wong, Milton	M.K. Wong and Associates Ltd.
AA-230	Molloy, Tom	Federal Treaty Negotiation Office, Department of Indian Affairs and Northern Development

AA-231	Serup, Paul	
AA-232	Abram, Jim	Union of B.C. Municipalities

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AA-RES-002	Nisga'a Treaty Negotiations Agreement-in-Principle in Brief
AA-RES-003	*The Tsimshian National Voice,* August 1, 1996
AA-RES-004	Federal Policy for the Settlement of Native Claims, March 1993
AA-RES-005	*Nisga'a: People of the Mighty River*
AA-RES-006	*Nisga'a Land Question: A Generation of Nisga'a Men and Women Has Grown Old at the Negotiating Table*
AA-RES-007	*Nisga'a Memorial Lava Bed Park: Self-Guided Auto Tour*
AA-RES-008	*Wilp Wilxo'oskwhl Nisga'a: For the Nisga'a Nation, Formal Education Comes Home*
AA-RES-009	*Economic Analysis British Columbia* (Volume 15, No. 9, October 15, 1996): Resolving Aboriginal Land Claims: The Sooner the Better
AA-RES-010	The Case Funding Contributions, November 1983 to January 1996
AA-RES-011	Summary of Post A.I.P. Briefings, Public Information Sessions, Meetings with Interest Groups, Ministry of Aboriginal Affairs
AA-RES-012	Official Policy on Aboriginal Affairs, British Columbia Chamber of Commerce
AA-RES-013	Glossary of Treaty-Related Terms as Used by the Province of British Columbia
AA-RES-014	Case Funding Contributions, November 1983 to January 1996
AA-RES-015	Profile: Treaty Negotiation Advisory Committee
AA-RES-016	Profile of Members: Treaty Negotiation Advisory Committee

AA-RES-017	Canada-British Columbia Treaty Negotiations Advisory Process Terms of Reference
AA-RES-018	Provincial Response to Sechelt Land Claim Position Paper, June 11, 1996
AA-RES-019	Highlights: Canada's Response to the Sechelt Land Claim Position Paper
AA-RES-020	Treaty Negotiations in British Columbia as at September 20, 1996
AA-RES-021	Nisga'a Fisheries Programs
AA-RES-022	*The Tsimshian National Voice*, April 15, 1996
AA-RES-023	Statement of Intent, Nuu-chah-nulth Tribal Council
AA-RES-024	Update: Vancouver Island Treaty Negotiations, October 7, 1996
AA-RES-025	Statement of Intent, Te'Mexw Treaty Association
AA-RES-026	Statement of Intent, Ditidaht First Nation
AA-RES-027	Statement of Intent, Hul'qumi'num Tribes
AA-RES-028	Statement of Intent, Nanaimo First Nation
AA-RES-029	A Joint Report to the B.C. Treaty Commission by the Parties at the Gitanyow Treaty Negotiations
AA-RES-030	Outline of Points for Inclusion in Sub-Agreement for Group 1 (Sechelt Proposal)
AA-RES-031	*The Benefits and Costs of Treaty Settlements in British Columbia: A Summary of the KPMG Report*
AA-RES-032	Consultation Meetings, November 1996, Ministry of Aboriginal Affairs
AA-RES-033	Open Treaty Negotiation Sessions, November 1996, Ministry of Aboriginal Affairs
AA-RES-034	UB.C.M Response to Federal Government's "Principles for the Achievement of Certainty Through Comprehensive Land Claims," October, 1996
AA-RES-035	*Summary Report: Social and Economic Impacts of Aboriginal Land Claims Settlements: A Case Study Analysis*, prepared by Ken S. Coates
AA-RES-036	*Special Committee on Land Claims and Self-Government Report*, Yukon Legislative Assembly, 28th Legislature, 1993, Special Committee on Land Claims and Self-Government
AA-RES-037	Press Release, March 14, 1996: "Treaty Commission Issues Report on Gitxsan Review," British Columbia Treaty Commission

AA-RES-038	*Treaty News*, Federal Treaty Negotiation Office, December 1996
AA-RES-039	Press Release, December 5, 1996: "Nisga'a Negotiations Opennes Protocol Signed," Ministry of Aboriginal Affairs
AA-RES-040	Clark Government Raids Perpetual Fund: B.C. First Nations United in Opposition to Provincial Cuts
AA-RES-041	Sechelt Land Claim and Community Description, Sechelt Indian Band, February 1995
AA-RES-042	Nisga'a Treaty Negotiations Openness Protocol
AA-RES-043	Press Release: "Legislation on First Nations Land Management Introduced in Parliament," DIAND
AA-RES-044	District of Sechelt Municipal Interest in the Treaty Negotiation Process, February 14, 1995
AA-RES-045	Ts'kw'aylaxw First Nation Position Paper and Supporting Materials
AA-RES-046	Gitksan Treaty: Continuity and Vision
AA-RES-047	Association of Aboriginal Post-Secondary Institutes Education Resources • Protection of Indigenous Knowledge of First Nations Peoples: A Paper Presented by Lyle W. Frank • *Copyright Law and Traditional Indigenous Knowledge of First Nations People: A Resource and Information Guide* • Education Resource Centre (various materials)
AA-RES-048	Various documents provided by J.A. Sterritt (Royal Family of British Columbia)
AA-RES-049	Notes for Remarks by Mike Tarr, Chair, B.C. Central Credit Union, to Conference on Financing the Aboriginal Economy in the 21st Century, June 11, 1995
AA-RES-050	Results of "Householder" Survey on Nisga'a A.I.P., December 1996 - Darrel Stinson, MP
AA-RES-051	Land and Treaty, author unknown
AA-RES-052	"Give Treaty Process a Chance," Dec 13, 1994/"Let's Get On With Negotiations," November 2, 1994
AA-RES-053	*Without Surrender, Without Consent: A History of the Nisga'a Land Claims*, by Daniel Raunet, foreword by Chief Joseph Gosnell, Sr.
AA-RES-054	*Parallel Paths: Fiduciary Doctrine and the Crown-Native Relationship in Canada*, by Leonard Ian Rotman

AA-RES-055	• Regional Socio-Economic Assessment of the Nisga'a Agreement-in-Principle, KPMG • News Release: "Socio-Economic Report Outlines Benefits of Nisga'a Treaty"
AA-RES-056	• Summary of Nisga'a Harvest Allocations Provided in the Nisga'a A.I.P. • Total Return to Canada of Nass River Salmon, 1977-92 • Canadian Total Allowable Catch of Nass River Salmon, 1977-92 • Annual Management Program for Nisga'a Fisheries
AA-RES-057	• Status Report: Te'mexw Treaty Association, February 10, 1997 • Status Report: Hul'qumi'num Treaty Group, February 10, 1997 • Status Report: Nanaimo First Nation, February 10, 1997 • South Island RAC Draft Membership List, February 5, 1997
AA-RES-058	Northern Interior Treaty Update for the Nisga'a Legislative Standing Committee
AA-RES-059	*Aboriginal Women and Treaties Project*, Ministry of Women's Equality, March, 1997
AA-RES-060	*Aboriginal Self-Government: The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government, Federal Policy Guide*
AA-RES-061	*The Report of the British Columbia Claims Task Force*, June 28, 1991
AA-RES-062	*The B.C. Treaty Commission Annual Report, 1995-96*
AA-RES-063	*Treaty Making: The First Nations Summit Perspective*
AA-RES-064	*Dead Reckoning: Confronting the Crisis in Pacific Fisheries*, by Terry Glavin

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