

FILE:

63200-20/HAID2-INTM1

APPROVAL SLIP FOR CORRESPONDENCE	
Addressee:	<u>Robertson, 11/66</u>
File #	<u>63260-201 HHTD 11/701</u>
Draftee:	<u>Traser, Sandy</u>
Date:	<u>Nov 3/96</u>
Director:	<u>X-15 MJ 6/11/95</u>
Date:	
ADM-Ops:	<u>Quinter 96</u>
Date:	<u>Nov 7/95</u>
DM:	
Date:	

FILE COPY

Bev

NOV 14 1995

File No. 63200-20/HAID1/INT

PERSONAL

Alec Robertson
Chief Commissioner
British Columbia Treaty Commission
203 - 1155 West Pender Street
Vancouver, British Columbia
V6E 2P4

Dear Alec Robertson:

I understand that you recently raised concerns with my Minister, Honourable John Cashore, around the suspension of interim measures discussions between the Ministry of Forests (MoF) and the Council of the Haida Nation (CHN). I would like to provide you with some background so that you may better understand the situation.

Interim measures negotiations between MoF and the CHN took place throughout most of 1994 and until June 13, 1995. There were still a number of unresolved issues around various protected areas proposed by the CHN, but progress had been made on a number of other matters. For example, there was agreement to fund a traditional use study and to provide forestry data to the CHN. These commitments are being delivered in spite of the presently suspended negotiations.

The problem for continuing negotiations resulted from repeated written and verbal representations from Massett Village Council (the Council). The Council explicitly indicated that they did not support the forestry negotiations and that the CHN did not represent them on this issue. As you are likely aware, the Massett Band is the largest of the two Haida Bands and this continuing lack of support was placing MoF in an untenable situation.

.../2

Alec Robertson

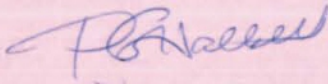
- 2 -

NOV 14 1995

Finally, on June 13, 1995, when it was clear that this internal dispute within the First Nation would not be easily or quickly resolved, MoF reluctantly suspended negotiations. In suspending, MoF made it clear that it would be happy to resume discussions when the issue was resolved and the negotiations were fully supported by the Haida Nation. At this time, the Council and the CHN have not approached MoF to recommence negotiations.

In summary, MoF cannot be faulted for suspending these negotiations. There was an internal dispute within the First Nation which was repeatedly brought to MoF's attention by the Council. It would have been irresponsible to have continued negotiations further in the full knowledge that they were not supported by a major segment of the Haida Nation. In addition, continued negotiations may have inadvertently interfered in their internal affairs.

Yours truly,



Philip G. Halkett
Deputy Minister

cc: Honourable John Cashore
Minister of Aboriginal Affairs

bcc: Christie Brown
Director
Ministry of Forests

Fraser:ba
TN95-01734 *closed/jc*
n:\nwest\haida\imlet.dep

File No. 63200-20/HAID1/INT

Alec Robertson
Chief Commissioner
British Columbia Treaty Commission
203 - 1155 West Pender Street
Vancouver, British Columbia
V6E 2P4

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*take out
one space*

.../2

Alec Robertson

- 2 -

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Yours truly,

Philip G. Halkett
Deputy Minister

cc: Honourable John Cashore
Minister of Aboriginal Affairs

bcc: Christie Brown

Fraser:ba
TN95-01734

n:\nwest\haida\imlet.dep

I N T E R O F F I C E M E M O R A N D U M

Date: 31-Oct-1995 10:22am PST
From: Philip Halkett of AAF
s.15
Dept: Ministry of Aboriginal Affairs
Tel No: 387-6838

TO: Sandy Fraser of AAF (GFRASER)
CC: Angus Robertson of AAF (AROBERTSON)
Subject: BNote of October 30/95 - Haida

Your briefing note is good. Ship to Ministry of Forestes as info if you want (B N's are good trade.) Your note is on its way to Cashore.

You don't say in your note when or how Alec raised the issue. If warranted, draft up a letter for my signature to Alec explaining our view.

Over to you.

Philip.

**MINISTRY OF ABORIGINAL AFFAIRS
BRIEFING NOTE**

**File: Haida Interim Measures Negotiations with Ministry of
 Forests (MoF)**

I Prepared for Honourable John Cashore, FOR INFORMATION

II ISSUE:

Alec Robertson raised the MoF suspension of interim measures negotiations with the Council of the Haida Nation (CHN) as a concern.

III BACKGROUND:

■ MoF were involved in protracted interim measures negotiations with the CHN around forestry issues during most of 1994 and until June 13, 1995;

■ Although there were still a number of unresolved issues around various proposed protected areas, some progress had been made including agreement to fund a traditional use study and provide forestry data to the CHN. These commitments are being delivered in spite of the suspended negotiations;

■ Over the entire period of the negotiations, there were numerous written and verbal representations from Massett Village Council indicating that it did not support the negotiations and that the CHN did not represent them. This lack of support from the largest Haida Band was placing MoF in an increasingly untenable situation;

■ Finally, on June 13, 1995, when it was clear that this internal dispute within the First Nation would not be easily resolved, MoF suspended the negotiations pending resolution of the issue. In suspending, MoF made it clear that they would be happy to resume discussions when both member Bands supported the talks;

■ At this time, MoF have not been approached by the CHN and the Massett Village Council to recommence negotiations.

IV DISCUSSION:

- The ongoing internal dispute within the Haida Nation between the CHN and the Massett Village Council is serious. The Massett Band is the largest of the two Haida Bands;
- The forestry negotiations were untenable given the apparent lack of support within the Haida Nation;
- The dispute has also caused the cancellation, at CHN's request, of two scheduled Main Table treaty negotiating sessions and the suspension of all other treaty related working groups; and
- Plans for further treaty related activity are on hold until further notice by the CHN.

V SUMMARY:

The MoF suspension of interim measures negotiations was in response to a serious internal dispute within the First Nation. MoF is prepared to resume discussions when it is clear that the negotiations are fully supported by the Haida Nation.

DIR _____

ADM _____

DM _____

Sandy Fraser
Negotiator
356-5271

October 30, 1995

n:\nwest\bnotes\haida.im

NOV 02 1995

FILE 66
FILE 66

63200-20/HAID2/INT

xref-46200-20/HAID2

File No. 20000-20/HAID1

To: Harvey Andrusak
Director
Fish Culture Section
Ministry of Environment,
Lands and Parks

Re: Proposed Interim Measures Agreement with the Haida Nation

I spoke to Alan Fry of your Ministry earlier today in response to your memorandum to me dated October 31, 1995.

I agree with your comments that the proposed agreement has many treaty related components and is therefore beyond the scope of the line Ministry or my Branch. I would suggest that the treaty team in the area be consulted by your Ministry as soon as possible, in order to determine their view of this proposal.

I am also concerned that the proposal does not seem to take into account the lengthy history of this government and the Council of Haida Nation on this issue. Specifically, I would suggest that Jim Yardley of B.C. Lands in your Ministry must be brought in to provide his background experience and advice.

Further, as I articulated to Alan Fry, if the two Ministries view this proposed agreement as a program related interim measure, I would encourage you to proceed with it in that manner. My Branch personnel is not available to negotiate a program related process or agreement for you.

We are however, prepared to work with both Ministries internally, to be aware of the history of this government's relations with the Haida, as well as to assist you to develop strategy around your future actions. To that end, both Doug Caul and I will be available to attend a meeting organized by Alan Fry next week.

.../2

Harvey Andrusak

- 2 -

I trust this response clarifies my position. Please contact me at 356-8282 for further information if you wish.

ORIGINAL SIGNED BY

Linda Martin
Director
Lands and Resources Branch

cc: Alan Fry
Ministry of Environment,
Lands and Parks

Doug Caul
Negotiator
Lands and Resources Branch

L Martin/dh
O: Haida / Andrusak. lm

PROVINCE OF
BRITISH COLUMBIABC
Environment

Fisheries Branch

FAX MESSAGE

Fax No: 604-387-9750

Date: Nov 1TO: Linda Martin Fax: 6-6662BRANCH/SECTION: Land & Resources BranchMINISTRY/COMPANY: Aboriginal AffairsCITY: 7-9711

CALL ADDRESSEE, WHEN RECEIVED, AT: _____

Pages sent including this page: 3FROM: H. AndrusakDirectorFisheries Branch2-780 Blanshard StreetVictoria BC V8V 1X4

PHONE: _____

INTERNET: @fwhdept.env.gov.bc.caIf there is a problem with this transmission, please call: RamonPhone: 387-9702

SPECIAL INSTRUCTIONS: _____



Province of
British Columbia

Ministry of
Environment,
Lands and Parks

BC
Environment

FISHERIES BRANCH

Parliament Buildings
Victoria
British Columbia
V8V 1X4

File: 53100-06

October 31, 1995

Linda Martin
Director, Lands and Resources
Ministry of Aboriginal Affairs
908 Pandora Avenue
Victoria BC V8V 1X4

Dear Linda Martin:

Re: Proposed Interim Measures Agreement with the Haida Nation

I have reviewed a copy of the proposed draft Management Agreement dated October 17, 1995, involving the Haida Nation, federal Department of Fisheries and Oceans and the provincial ministries of Agriculture, Fisheries and Food (MAFF), and Environment, Lands and Parks (MELP). I have subsequently met with my senior staff to discuss this proposed Agreement and determine the best manner to proceed herein.

It would appear that this Agreement involves topics and issues that are treaty-related and would be more appropriately handled at the Treaty Table in which the Haida are involved. The proposed terms and conditions the Haida have tabled through the Agreement would be impossible for a provincial line ministry to undertake without a revision of policy and perhaps a change in legislation. For, example, the item of a decision-making authority for licencing would require a change in government policy.

I would like to add my support expressed by officials in MAFF to request your branch involvement in future discussions of any proposed interim Agreement with the Haida. I believe a corporate government approach is necessary in this important area, and this need is especially relevant given the long standing history behind the issues raised in the proposed Agreement. I understand that Jim Fralick of MAFF has proposed that Doug Caul of your staff become involved in this matter and I would support this recommendation.

- 2 -

Please contact me, Alan Fry (387-9587) or Gerry Taylor (387-9591) if we can provide further clarification.

Yours truly,



H. Andrusak
Director

/rw

cc: J.H.C. Walker
T.G. Halsey
G.D. Taylor
A.D. Fry
M. Eckenfelder
J. Fralick
T. Pobran
R. Anderson (and staff)

l:\afry\haida



63200-20/HAID2/INT

TREATY NEGOTIATION
DIVISION

NOV 02 1995

NORTH WEST COAST
REGIONAL TEAM

File: 53100-06

October 31, 1995

NOV 02 1995

MINISTRY OF ABORIGINAL AFFAIRS

✓ Linda Martin
Director, Lands and Resources
Ministry of Aboriginal Affairs
908 Pandora Avenue
Victoria BC V8V 1X4

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Director

/rw

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G.D. Taylor
A.D. Fry
M. Eckenfelder
J. Fralick
T. Pobran
R. Anderson (and staff)

I:\afry\haida

DRAFT

File No. 20000-20/HAID1

To: Harvey Andrusak

*Director Fisheries
MELP*

*Barlene - please check spelling &
title in directory.*

Re: Proposed Interim Measures Agreement with the Haida
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We are however, prepared to work with both Ministries internally, *particularly* to be aware of the history of *this* government's relations with the Haida, as well as to assist you to develop strategy around your future actions. To that end, both Doug Caul and I will be available to attend a meeting organized by Alan Fry next week.

.../2

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- 2 -

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Linda Martin
Director
Lands and Resources Branch

cc: Alan Fry
Ministry of Environment,
Lands and Parks

Doug Caul
Negotiator
Lands and Resources Branch

**MINISTRY OF ABORIGINAL AFFAIRS
BRIEFING NOTE**

**File: Haida Interim Measures Negotiations with Ministry of
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DIR 

ADM _____

DM _____

Sandy Fraser
Negotiator
356-5271

October 30, 1995



→ *Chore Brown*
- *response?* *CA*

COUNCIL OF THE HAIDA NATION

RECEIVED
Minister

JUL 14 1995

Deputy Minister
Executive

P.O. Box 98
Skidegate, Haida Gwaii, 1995
V0T 1S0

July 10, 1995

CSE

Gerry Armstrong
Deputy Minister of Forests
Room 128, Parliament Buildings
Victoria, B.C.
V8V 1X4

MINISTER OF FORESTS RECEIVED	
Date: 528136	
JUL 13 1995	
DUE DATE: Aug. 11	
<input checked="" type="checkbox"/> DRAFT	<input type="checkbox"/> DIRECT
<input type="checkbox"/> FNA	<input type="checkbox"/> FILE

Dear Mr. Armstrong;

Thank you for your letter of June 13 advising that the Interim Measures negotiations have been suspended. I too value the close relationship developed between the Council of the Haida Nation (CHN) and your officers in the last few years.

I believe that the Interim Measures Framework Draft has clearly laid out the issues and regret that the process cannot be finished at this time, however, we can expect to get this matter on line in due course.

There are a number of issues and items of discussion that can move ahead without a formal sitting of the Interim Measures table. Particularly the matters of:

- . Protected areas, which is critical to the ongoing relationship between BC and the Haida Nation.
- . Heritage issues, which you refer to as your "legal obligations" and which are being dealt with between our offices and yours.
- . Management issues, of which our involvement in review of cutting permits is becoming routine.
- . Economic development opportunities. Please advise us on any particular opportunities that you might be referring to in your letter.
- . Forest Renewal, Traditional Use Studies, etc.

We look forward to moving ahead on these issues and other initiatives of mutual concern. I thank you again for your letter and your closely measured position and look forward to an ongoing constructive relationship.

Sincerely,
Council of the Haida Nation



Miles G. Richardson
President

Facsimile From

Ministry of Forests
Aboriginal Affairs Branch

FILE COPY

3rd Floor, 610 Johnson Street
Victoria, BC
V8W 3E7

Christle Brown
Director
Phone 356-6083
Fax 356-6076

Mark S
FYI

Date: 20 July /95

To: Philip Halkett / Angus Robertson
DM'S OFFICE TREATY NEGS

Title: _____

Section: _____ Phone No. _____

Ministry/Company: MAA

City: VIC Fax No. _____

No. of Pages (Incl. header) 4

COMMENTS/INSTRUCTIONS:

Who would believe they would send
such a letter?

Christle

CSS FAX

DMRL 528136

MRL

MINISTER AND DEPUTY MINISTER REFERRAL LETTERS



RECEIVED

JUL 20 1995

MINISTRY OF FORESTS
Province of British Columbia
Correspondence Services Section

ABORIGINAL AFFAIRS BRANCH
MINISTRY OF FORESTS

To: Benita Miller
Correspondence Coordinators
Aboriginal Affairs

Joyce Sambrooke
Sonia Donison

Phone: 387-0735
Fax: 356-6076

Phone: 387-7977/953-3859
Fax: 953-3862

URGENT

DATE DUE

Aug. 11

Some referral letters require intra-ministry liaison and approval levels. Prior to sending to CSS, please ensure that ALL Branches/Regions involved in the issue(s) contained in this letter have approved its contents and/or are apprised of issues pertaining to them. Thanks for your cooperation - keep the communication lines open!

Fax To:
Philip Halkett
Angus Robertson

FAXED

Signature:

☐ Minister's☒ Deputy Minister's☐ ADM's

Date Sent:

7/20

Sent By:

Number of Pages:

2

Facsimile From**Ministry of Forests
Aboriginal Affairs Branch****3rd Floor, 610 Johnson Street
Victoria, BC
V8W 3E7****Christie Brown
Director
Phone 356-6083
Fax 356-6076**

Handwritten:
Halks
FYI
July 25/95

Date: July 21, 1995**To:** Phillip Halkett**Title:** Deputy Minister**Section:** _____ **Phone No.** _____**Ministry/Company:** Aboriginal Affairs**City:** _____ **Fax No.** 387-6073**No. of Pages (Incl. header)** _____**COMMENTS/INSTRUCTIONS:**

DEPUTY MINISTER OF ABORIGINAL AFFAIRS

REFER TO: DM95-05737TREATY NEGOTIATION
DIVISION

JUL 24 1995

JUL 21 1995

ABORIGINAL AFFAIRS

DRAFT REPLY FOR PREMIER ☐
DRAFT REPLY FOR MINISTER ☐
DRAFT REPLY FOR DEPUTY ☐
REPLY DIRECT ☐
ATTENTION & FILE ☒

Handwritten:
Randy
Goy
Angus

To: <u>B.W. Adams</u>	FROM: Central Records
File # <u>63200-20/HND/KM</u>	Records Clerk: <u>Tode J</u>
Please add this document to the official file currently held by your branch.	Comments: <u>11</u>
From todays MAIL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



63200-20/HA/02/INT
ABORIGINAL
RELATIONS
AUG 25 1995
IF ABORIGINAL AFFAIRS

AUG 21 1995

Miles G. Richardson, President
Council of the Haida Nation
P.O. Box 98
Skidegate, Queen Charlotte Islands
British Columbia
V0T 1S0

DEPUTY MINISTER OF ABORIGINAL AFFAIRS
REFER TO:

MINISTER OF ABORIGINAL AFFAIRS
REFER TO: MN95-6670
AUG 24 1995
DRAFT REPLY ☐ FILE ☐ FYI ☒
REPLY DIRECT ☐ FILE ☐

AUG 25 1995

Dear Miles Richardson:

DRAFT REPLY FOR PREMIER ☐
DRAFT REPLY FOR MINISTER ☐
DRAFT REPLY FOR DEPUTY ☐
REPLY DIRECT ☐
ATTENTION & FILE ☒

Thank you for your letters regarding the replacement of Tree Farm Licence (TFL) Nos. 39 and 47.

Under Section 29 of the *Forest Act*, I was obligated to offer a replacement TFL to the holders of TFL 39 and TFL 47 prior to July 1, 1994. The offers were required, by law, to be for a 25-year term and in the case of these two TFLs, the offers were for the same land base. Further, current legislation directs that if the offers are accepted, the TFLs must be replaced. This was the case for both TFLs and they were replaced effective March 1, 1995.

I recognize that you have chosen to challenge the replacement of TFL 39 in the courts. As a result it is inappropriate for me to comment further at this time.

Thank you for informing me of your plans.

Yours truly,

63200-20/HA/02/INT
X14: 63000-80/HA/02/FOR

ORIGINAL SIGNED BY

Andrew Petter
Minister

cc: Bob Friesen, Executive Director
Operations Division

.../2

Province of
British Columbia

Legislative Buildings
Victoria, British Columbia
V8V 1X4

REPORT WILDFIRES — CALL 1-800-663-5555

Page 028 of 142

Withheld pursuant to/removal as

s.16

FILE:

63200-20/HAID2-PROT1

NW. 1/95

To: Linda Martin, Director
Land and Resources Branch
Att: Doug Caul

Stu Lewis, Director
Treaty Mandates (Lands and Resources)

✓ Catherine Panter, Negotiator
North West Coast Regional Team

TREATY NEGOTIATION
DIVISION

NOV 02 1995

NORTH WEST COAST
REGIONAL TEAM

From: Rick McDougall, Director
Aboriginal Policy (Lands and Resources)

RE: Old Massett Village Council Fisheries Management Agreement

This morning I attended an interministry meeting called by Gordon Halsey (Fisheries Branch) to discuss revisiting the issue of licensing sport-fishing lodges.

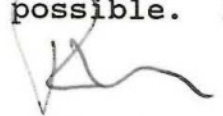
Much of the meeting focussed on discussing issues related to the attached information on the Old Massett Village Council Fisheries Management Agreement. The proposed breakfast meeting was postponed and line-agencies are looking for direction from the Ministry of Aboriginal Affairs.

This material was provided to me by Lynelle Spring in Tourism. Al Fry said it has also been forwarded to Linda Martin under separate cover from Fisheries Branch.

I will be providing direction to this group on the broader issue of provincial involvement in regulating tidal sport fisheries. I think the specific issues relating to this Old Massett Village Council agreement should be dealt with by Aboriginal Relations Division and I believe that Doug Caul handled the issue in the past.

I have passed the material for information to Stu Lewis because he and Rob Gardner are working on fisheries related mandates and to Catherine Panter because she is handling north coast treaty negotiations.

The interministry group is meeting again on Monday afternoon (November 6). Doug and I should discuss this beforehand if possible. Any additional input is welcome.


Rick McDougall



Vanden Berg & Associates Inc.

LAND CLAIMS - Negotiations and Research

202-45 Bastion Square, Victoria, B.C., V8W 1J1 tel: (604)383-8688 Fax: (604)383-8974

FACSIMILE COVER SHEET

TO: **LYNELLE SPRING**
Director, Corporate Policy and Planning Branch

FROM: **JOHN WAGNER** on behalf of **OLD MASSETT VILLAGE COUNCIL**

FAX NUMBER: 387-9376

DATE: October 24, 1995

NUMBER OF PAGES (INCLUDING THIS PAGE): 16

MESSAGE: **RE: FISHERIES MANAGEMENT AGREEMENT AND RELATED ISSUES**

Dear Ms. Spring:

Attached is a copy of a draft Fisheries Management Agreement between Old Massett Village Council of the the Haida Nation, the Province and Canada. Also attached is a copy of the letter of invitation sent to Dr. Jon O'Riordan and others for the breakfast meeting this thursday. Our apologies for the late invitation. Thank you for agreeing to attend.



Page 032 of 142 to/à Page 033 of 142

Withheld pursuant to/removed as

s.16

MANAGEMENT AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Department of Fisheries and Oceans,
(hereinafter referred to as "Canada")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**
as represented by the Ministry of Agriculture, Fisheries & Food,
and the Ministry of Environment, Lands & Parks
(hereinafter referred to as "Province")

OF THE SECOND PART

AND:

**THE OLD MASSETT VILLAGE COUNCIL
(OF THE COUNCIL OF THE HAIDA NATION)**
(hereinafter referred to as "the Haida Nation")

OF THE THIRD PART

WHEREAS it is recognized that the Haida Nation have a unique interest in lands, sea and the resources therein within the areas they have identified as their traditional territories, arising out of their traditional use and occupancy of same;

AND WHEREAS Haida Gwaii (Queen Charlotte Islands) and the sea surrounding Haida Gwaii have been identified as their traditional territories;

AND WHEREAS it is agreed that while the matter of Aboriginal rights, title and interest, and Treaty rights of the Haida Nation in and to the areas they have identified as their traditional territories and traditional sea may best be settled through a Treaty, it is desirable in the interim to develop processes promoting the orderly and equitable resolution of issues related to the management of the environment, fisheries and wildlife currently managed by Canada and/or by the

- 2 -

Province;

AND WHEREAS it is recognized that there is no formal method for communicating and addressing concerns regarding fisheries, wildlife, ecology, environment and pollution between Canada and the Province;

AND WHEREAS there is no cohesive management plan of any kind for fisheries, wildlife, ecology, environment and pollution, in the agreement area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions:

- (a) "Agreement Area" means that area asserted by the Haida Nation to be their traditional territories, and included all oceans and other bodies of water outlined on the map attached as appendix "A" to this agreement;
- (b) "Associated Resources". Any resource, thing or action which when considered cumulatively, affects any fishery or a number of fisheries;
- (c) "Band" means the same as "Band" under the Indian Act R.S.C., 1989, and includes the Old Massett Village Council (of the Council of the Haida Nation).
- (d) "Co-Management" means the management of fisheries and "associated resources" and the management of wildlife, ecology, the environment, pollution and the deposit of any deleterious substance in the oceans or any other body of water within the agreement area, by the Committee created by this Agreement;
- (e) "Conservation" means any activity undertaken to protect, preserve or enhance any fishery, or "associated resources, wildlife, ecology, the environment, whether on land or under oceans or other bodies of water and includes activities undertaking to protect, preserve and enhance the quality of water;
- (f) "Fishery" means the same as "Fishery" in the Fisheries Act, R.S.C., and includes any traditional Haida Nation fishery;

- 3 -

- (g) "Fishing Stations" means areas asserted by elders of the Haida Nation where members of their Bands have historically caught fish of any species, and includes reserves set aside for that purpose;
- (h) "Management Committee" means the body more particularly described in Clause 5;
- (i) "Recreational Fishing Operator" means a person engaged in providing accommodation at a fishing lodge or carrying passengers on a charter vessel whenever valuable consideration passes directly or indirectly to the lodge or vessel's owner, the operator or a person with financial interest in the lodge or vessel in consideration of accommodation or carriage on board;
- (j) "Subsidiary Agreement" means an agreement more particularly described in Clause 7;
- (k) "Management Agreement" means this agreement being an umbrella agreement for the future negotiations of subsidiary agreements;
- (l) "Wildlife" means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife;

2. Area of Application

- (a) This Agreement applies throughout the Agreement Area as outlined in schedule "A";

3. Purpose

- (a) To co-manage the fishery and "associated resources" in the traditional territories of the Haida Nation including any fishery or "associated resource" that has a detrimental effect on the traditional fisheries;
- (b) To co-manage the wildlife as defined under the Fisheries

- 4 -

Act, R.S.B.C.,(1979) c. 137 and Wildlife Act,
R.S.B.C.,(1982) c.57;

- (c) To co-manage the environment and the prevention of the deposit of deleterious substances;
- (d) to co-manage any tenures under the Land Act that may affect Aboriginal interests, rights and concerns;
- (e) To co-manage recreational fishing operators;
- (f) To negotiate, draft and implement subsidiary agreements on specific matters hereinafter enumerated;
- (g) To give priority to Aboriginal rights, interests and concerns in the co-management of any fishery, associated resource, wildlife or environment, such Aboriginal rights following directly behind, in priority, "conservation";
- (h) To ensure the cooperative and mutually supportive relationship between Canada, the Province and the Haida Nation concerning the management of issues hereinbefore enumerated and for resolving issues related to the management of the said topics hereinbefore enumerated;
- (i) To provide a method of communication, and for addressing the concerns regarding fisheries, wildlife, ecology, environment and pollution, between the Province and Canada and the Haida Nation.

4. Without Prejudice

- (a) Nothing in this Agreement shall be construed so as to prejudice any Aboriginal rights, title or interests of the members of the Haida Nation or any Treaty, which may be negotiated between, the Province, Canada and the Haida Nation;
- (b) No provision of this Agreement will create, extinguish, abrogate or derogate from any Aboriginal rights. Nor will it be a Treaty or Land Claim Agreement under S. 35 of

- 5 -

the Constitution Act (1982);

- (c) Nothing in this agreement shall be construed as to prejudice a position of either of the parties, in future negotiations, on any agreement or treaty;
- (d) Nothing in this agreement shall prejudice the ability of Canada or the Province, to carry out it's jurisdictional responsibilities, according to law.

5. Management Committee

- (a) A Management Committee (hereinafter called the "Committee") will be established on the execution of this Agreement;
- (b) The Committee will be comprised of four members of the Haida Nation and two members from each of the other parties, to be appointed by the Parties, in a manner which fosters consultation and cooperation;
- (c) The Committee will operate on a consensus basis;
- (d) The Committee will meet as needed, upon reasonable notice, by either of the Parties;
- (e) The Committee shall have the authority to establish its own procedures;
- (f) The chair of the Committee will alternate between the Parties. Each meeting and minutes of meetings shall be kept and circulated, for approval by the Party, not in the chair;

6. Duties of the Management Committee

- (a) The Management Committee will appoint from the members of the Haida Nation a coordinating watchman and such watchmen, as may be required under the

- 6 -

direction of the Committee, to oversee the implementation and enforcement of the Management Agreement and the Subsidiary Agreements;

- (b) The Committee will perform but shall not be limited to the following duties and responsibilities:
 - (i) To direct the coordinating watchman officer appointed by the Committee in the implementation and enforcement of the Management Agreement and Subsidiary Agreements; and
 - (ii) To set the duties for the watchman officers appointed by the Committee and acting under the Coordinating Watchman officer;
 - (iii) To co-manage all fisheries and associated resources, wildlife, the ecology or the environment including, all bodies of water and the quality of water within the agreement area;
 - (iv) To set policies for the implementation of the Management Agreement and Subsidiary Agreements;
 - (v) To determine the priority of the execution of the Subsidiary Agreements in a manner that is consistent with paragraph 3; and
 - (vi) To ensure the proper negotiation and finalisation of each of the Subsidiary Agreements;
 - (vii) To identify and make recommendations to the Party with respect to other subject matters for Subsidiary Agreements;
 - (viii) To ensure that all existing legislation for the Province or for Canada are complied with and shall, for more certainty, include any environmental review process;

- 7 -

- (ix) To implement and direct in a manner consistent with the spirit of this Agreement, interim policies and recommendations, with respect to identified issues of concern to the Committee, where no Subsidiary Agreement has yet been executed, or where, Subsidiary Agreements do not yet occupy the field;
- (x) To act as the principal forum of communication and as a coordinating body, between the Parties;
- (xi) To forthwith and annually, develop a work plan for the purposes of directing the implementation and enforcement of the Management Agreement and Subsidiary Agreements;

7. Subsidiary Agreements

- (a) Upon the execution of this Agreement, the parties shall forthwith develop their co-operative process and negotiate and execute Subsidiary Agreements respecting those matters more particularly described in the following paragraph.
- (b) The Parties shall diligently pursue the negotiation and execution of Subsidiary Agreements with respect to the following matters:
 - (i) Long-term management and planning with respect to fisheries and "associated resources" including the ecology, the environment of land and water and wildlife, within the agreement area;
 - (ii) Individual agreements shall be negotiated, with either Canada or the Province, as the case may be, depending on which Party has jurisdiction, and the Committee members not

- 8 -

involved may assume observer status, as follows:

- (1) The protection and maintenance of existing salmon stocks;
- (2) The protection and maintenance of existing ground fish stocks (which ground fish include, but are not limited to halibut, ling cod and other rock fish);
- (3) The protection of all shellfish including Abalone;
- (4) The regulation of sport fishing;
- (5) The regulation of recreational fishing operators;
- (6) The regulation of commercial fisheries;
- (7) The regulation of any provincial tenures, as issued under the Land Act for recreational fishing operations and support services;
- (8) The regulation of hunting of wildlife;
- (9) Regulations of vessels, barges or other floating objects, which may pose a risk to a fishery, to wildlife, to the ecology, environment or water quality;
- (10) The regulation of tourist activities;
- (11) The regulation of the harvesting of any marine plants;
- (12) The regulation of aquaculture;
- (13) The regulation for the protection of Steelhead and other fresh water fish;

- 9 -

- (14) The regulation of guide licences under the Wildlife Act;
- (15) The protection of sites of archaeological and cultural significance as designated by the Committee;
- (16) And such other topics as the Committee may advise;

8. Information

- (a) All relevant information held by either of the Parties, will be made available to the Committee, as requested, by a committee member.
- (b) That all relevant information will be supplied, in timely fashion and with reasonable notice.

9. Funding

- (a) Canada shall provide for sufficient funding, resources and moneys for the following:
 - (i) The administration and operating costs of the portion of the Committee, for Canada and for the Haida Nation;
 - (ii) For the negotiation, implementation and enforcement of the Management Agreement and/or Subsidiary Agreements, as required by the Haida Nation or Canada;
 - (iii) Seminars and training, for members of the Committee and Watchmen;
- (b) The Province of British Columbia will provide, sufficient funding resources and moneys for;
 - (i) One third of the administration and operating

- 10 -

costs of the committee;

- (ii) For the negotiation, implementation and enforcement of the Management Agreement or Subsidiary Agreements, which might be within sole jurisdiction of the Province;
- (c) The Committee will make recommendations to Canada and to the Province on funding for the operation of the Committee and the implementation of the operation of the Management Agreement and Subsidiary Agreements;

10. Principles to be Applied in the Negotiations of Subsidiary Agreements

- (a) "Rights derived from a Treaty are unique and "sui generis" (Simon v. Her Majesty the Queen, (1985) 2 S.C.R. 387);
- (b) Aboriginal rights and Treaty rights must be interpreted liberally in favour of the Indians (R. v. Nowegijick (1983) 1 S.C.R. 29);
- (c) "Indian food, ceremonial, or societal fishing must be given priority over other interest groups (R. v. Sparrow, (1990) 56 C.C.C. (3d) 263);
- (d) any limit on Aboriginal or Treaty rights must be justified and constitutionally valid (for the purposes of proper conservation) (R. v. Sparrow, (Supra);
- (e) Aboriginal and Treaty rights are affirmed (Constitution Act 1982, S. 35).

11. Dispute Resolution

- (a) Disputes will be referred to appointed representatives of Canada, the Province and the Haida Nation. Every attempt will be made to resolve differences through discussion and consultation;

- 11 -

- (b) In the event that a consensus or decision of the Committee cannot be reached, the Parties will appoint a mutually agreeable mediator and the terms of the reference for mediation including the funding and costs of mediation shall be agreed upon by the Parties.

12. Term

- (a) This Agreement shall be reviewed by the Parties, no more often than bi-annually, upon the request of the Parties;
- (b) The Agreement may be amended at any time by agreement of the Parties;

13. Notice

Any notice given pursuant to this Agreement shall be made in writing and shall be effectively given and sent by registered mail, telegram, facsimile or other similar means of electronic communication to the appropriate address set out below:

if to the Haida Nation:

Old Massett Village Council
P.O. Box 189
Masset, Haida Gwaii, B.C.
V0T 1M0

and

if to Canada:

Department of Fisheries and Oceans
816 Government Street,
Victoria, B.C.

and

- 13 -

Signed, Sealed and Delivered
on behalf of the Province of
British Columbia in the presence of:

Witness

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**Ministry of Agriculture,
Fisheries & Food,**

**Ministry of Environment,
Lands & Parks**

**Signed, Sealed and Delivered
on behalf of the Haida Nation
by its duly authorized officers**

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FILE:

63000-01/HAID2-GEN

FILE:

47250-20/HAID1



Randy Grant

FILE COPY

FEB 29 1996

MAR 01 1996

MINISTRY OF ABORIGINAL AFFAIRS

Diane Brown, Chief Councillor
Skidegate Band Council
Box 1301
Skidegate, British Columbia

46600 02/SKID
x set 48400-20 HAIDZ

Dear Chief Councillor Brown:

The Honourable Andrew Petter asked me to respond on his behalf to your letter of December 15, 1995, regarding your concerns that Christie Brown, Director of the Aboriginal Affairs Branch, Ministry of Forests, is interfering with the internal matters of the Haida Nation.

Firstly, I assure you that there has been no promotion of separate agreements nor any attempt to divide the Haida Nation by any representative of the Ministry of Forests.

Secondly, the fact that Linda Vandenberg is a professional colleague of Christie Brown is of no consequence to the negotiations with the Old Massett Village Council (OMVC). Linda Vandenberg has worked with First Nations across British Columbia for a number of years, as has Christie Brown.

Negotiations between the province and First Nations is a very sensitive issue from both perspectives. Personal integrity and the highest standards of professional conduct are critical to the negotiations. The Haida may have differences with the government; however, I do not feel it is appropriate to attack the integrity of individuals. Christie Brown is a highly respected and knowledgeable member of the ministry and is committed to a positive working relationship with the Haida people and all other aboriginal groups.

The Ministry of Forests and the Council of Haida Nations (CHN) have been negotiating an interim measures agreement. Negotiations broke down with CHN because OMVC repeatedly sent in letters stating they did not support CHN. When the negotiations between the ministry and the CHN were suspended, OMVC requested a separate negotiation.

MAR -4 1996

.../2

Diane Brown
Page 2

I would like to reiterate that the ministry is totally committed to establishing a positive working relationship with the Haida and looks forward to working with you in the future.

Thank you for writing. I trust I have been able to assuage your concerns.

Yours truly,

Original Signed by
G. R. Armstrong

Gerry R. Armstrong
Deputy Minister

cc: The Honourable John Cashore
Minister of Aboriginal Affairs

The Honourable Andrew Petter
Minister of Forests

Christie Brown, Director
Aboriginal Affairs Branch

Wayne Wilson, New Chief Councillor
Skidegate Band Council

bcc: Randy Brant, Assistant Deputy Minister
Aboriginal Relations Division
Ministry of Aboriginal Affairs

Bob Brash, District Manager
Queen Charlotte Forest



SKIDEGATE BAND COUNCIL

BOX 1301, SKIDEGATE, B.C. V0T 1S1 PHONE 559-4496 FAX 559-8247



December 15, 1995

Minister of Forests
Honorable Andrew Petter
Parliament Buildings
Victoria
B.C.
V8V 1X4

Honorable Mr. Petter:

MINISTER OF FORESTS RECEIVED	
MRL #:	<i>FAKED TL JTBANKS FOR BII'S</i>
JAN 16 1996 <i>ATTN / DELEGATION</i>	
<i>ORIG</i>	
DUE DATE: _____	
<input type="checkbox"/> DRAFT REPLY	<input type="checkbox"/> REPLY DIRECT
<input type="checkbox"/> FNA	<input type="checkbox"/> FYI
<input type="checkbox"/> FILE	

MIN
MA <i>DC</i>
AA <i>FYI</i>
DNO
FILE

Christy Brown of Ministry of Forests has been imposing bureaucratic interference in the internal matters of the Haida Nation.

The 'Forestry Interim Measures' negotiations between the CHN and BC was put on hold because of dissenting views within the Haida Nation. It is clear now that your senior officials have been involved in encouraging the Old Massett Village Council to go it's own way by promoting separate agreements.

The Hereditary Leaders of the Haida Nation have stated clearly that we proceed as one people - which we are. Our Hereditary Leaders who otherwise have the veto over such agreements, have been totally left out of the OMVC - Christy Brown process.

The full House of Assembly of the Haida Nation has never entertained the notion of splitting up and doing separate things under the Band Council banners, this is not possible given the demographics of our people.

The Village of Skidegate is composed of people from the southern parts of these islands as well as the north, and particularly from some of the areas purported to be the exclusive domain of the Old Massett Village Council.

The consultant Linda Vandenberg, retained by the OMVC is a long time personal associate of Ms. Brown. If there were no internal problems in the Haida Nation Ms. Vandenberg would not be involved in this particular project.

We have no doubt that these agreements are being pushed by Ms. Brown in attempt to split the Haida Nation.

What your senior bureaucrats are doing is wrong and totally against any of the principles for which interim measures were devised.

Mr. Minister, we ask for your intervention.

Sincerely,

(Ms.) Diane Brown
Chief Councillor

cc - Minister of Aboriginal Affairs

[REDACTED]
[REDACTED]
[REDACTED]

Facsimile From

Ministry of Forests
Executive

DUPLICATE
BP

4th floor 595 Pandora Avenue
Victoria BC V8W 3E7

Deputy Minister
Gerry Armstrong

Phone 356-5012
Fax 387-6267



[REDACTED]
[REDACTED]
[REDACTED]

Date: June 13, 1995

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**Province of
British Columbia**

OFFICE OF THE
DEPUTY MINISTER

**Ministry of
Forests**

Parliament
Victoria
British Columbia
V8X 1X4



June 13, 1995

**Miles Richardson
President
Council of the Haida Nation
P.O. Box 589
Masset, British Columbia
V0T 1M0**

Dear Miles Richardson:

I am writing to advise you of the Ministry of Forests' position on continuing interim measures activities with the Council of the Haida Nation (CHN).

The Forest Service is committed to assisting First Nations economic development and will continue to work with the CHN to support new economic opportunities. We recognize our responsibility to respect constitutionally protected aboriginal rights during forest management activities and will consult with the CHN, Skidegate and Masset Bands to ensure that aboriginal rights are not unjustifiably infringed.

With regard to the interim measures negotiations between the CHN and the Ministry of Forests, I have been advised several times, verbally and in writing, by Chief Wilson Brown that the people of Old Masset Village do not support continuing negotiations in their current form. The concerns expressed by Chief Brown have placed the ministry in an untenable position and until such time as these issues, which we consider to be largely internal to the Haida people are resolved, we have little choice but to suspend these interim measures negotiations.

I value the relationship between the Forest Service and the CHN, and feel that an interim measures agreement can still be a positive component of that relationship. The Forest Service would be happy to resume discussions on an interim measures agreement once both your member bands support the talks.

Miles Richardson
Page 2

In addition, I must stress that my ministry will continue to meet its legal obligations regarding aboriginal rights and work with the CHN to support and identify economic development opportunities.

Yours truly,



Gerry Armstrong
Deputy Minister

cc: **Chief Wilson Brown**
Old Masset Village Council

Chief Diane Brown
Skidegate Indian Band

Philip Halkett, Deputy Minister
Ministry of Aboriginal Affairs

Ken Collingwood, Regional Manager
Vancouver Forest Region

Mark Stevenson, Treaty Negotiator
Ministry of Aboriginal Affairs

Christie Brown, Director
Aboriginal Affairs Branch

Bob Brash, District Manager
Queen Charlotte Islands Forest District

Page 056 of 142 to/à Page 061 of 142

Withheld pursuant to/removed as

s.14 ; s.16

FILE:

48300-20/HAID1-REC



October 20, 1995

DUPLICATE

(See Attached Distribution List)

OCT 24 1995

MINISTRY OF ABORIGINAL AFFAIRS

Proposed Agreement with the Haida Nation

On October 12, 1995, representatives from the Ministries of Environment, Lands and Parks (MELP) and Agriculture, Fisheries and Food (MAFF), as well as the federal Department of Fisheries and Oceans (DFO) met with the Old Massett Village Council and the Council of Haida Nation to discuss a proposed tripartite agreement. The agreement prepared by the First Nations is attached.

The Haida Nation is proposing this agreement as an interim measure, which would allow the parties to work together to protect and develop the resources in the territory. They expressed a primary concern that current processes leave uncertainty about jurisdiction and coordination thus putting the local resources in peril.

DFO expressed their encouragement for the concepts in the agreement as they were forward looking and identify what needs to be done. However, they also expressed concern that this was being proposed as an interim measure rather than discussion at a treaty table. There is currently an Aboriginal Fisheries Strategy agreement with the Haida.

I expressed concern that management boards are often too costly and slow to make decisions, that decision making authority for licencing must remain with the province and that the proposed process could result in a de facto moratorium, which the province does not condone. I also asked why they were choosing this option rather than the treaty process given that several treaty maintainable meetings with the province had been canceled at the request of the Haida Nation.

Chief Councillor Wilson Brown responded that the Council of Haida Nation was only at stage 2 in the treaty process, that its constitution was being changed to give co-chairs to Masset and Skidegate which would take time, and that there was an emergency to protect the resources which could not wait for a treaty.

October 20, 1995
Page 2

DFO committed to advise the Haida on their position in a week or so. I advised that such an agreement would need to have at least the MELP, Small Business Tourism and Culture (SBTC), and MAFF as signatories for the process to work and I could not speak for those other ministries. I also advised that although MAFF was prepared to enter into an interim measures agreement with the Haida Nation regarding resources within its mandate, this agreement went beyond what would normally be considered and I would need to seek advice.


While I offered to be the initial provincial contact on this agreement it was left to Ms. Linda Vandenberg, consultant to the Haida, to organize a meeting of the three resource ministries to explain the agreement and seek a provincial response. Mr. Gordon Halsey, she suggested that she would contact Mr. Jon O'Riordan, Mr. Jim Walker and Mr. Jack Hall separately to be sure they understood what was being proposed. Ms. Lynelle Spring, I suggested that you should be contacted with respect to SBTC.

I am providing this to you as a heads-up and for an initial response if you wish including your interest in meeting collectively prior to being contacted by the Haida consultant. Mr. Doug Caul has had considerable experience with the Haida on similar agreements. Mr. Caul, I wonder if you should co-ordinate our internal activities to ensure we are meeting overall provincial policy and being cognizant of past provincial positions.] !!

The Haida are hopeful they will be able to have a second meeting with government staff in Old Masset by October 30, 1995.

Government staff attending the meeting were myself, Mr. Alvin Cober of MELP and Mr. Gus Jaltema and Mr. Don Radcliff of DFO.

I may be reached by E-Mail (JFRALICK) or at (604)387-9566.


J.E. Fralick
Manager
Aboriginal Affairs

Attachments

Mr. Jim Anderson
Director
Aquaculture and Commercial
Fisheries Branch
Ministry of Agriculture,
Fisheries and Food

Ms. Lynelle Spring
A/Director
Corporate Policy and
Planning Branch
Ministry of Small Business,
Tourism and Culture

Mr. Gordon Halsey
Assistant Director
Fisheries Branch
Ministry of Environment,
Lands and Parks

Mr. Jack Hall
Executive Director
Lands Regional Operations Department
Ministry of Environment,
Lands and Parks

Mr. Doug Caul
Negotiator
Lands and Resources Branch
Ministry of Aboriginal Affairs

Mr. Sandy Fraser
Negotiator
North West Coast Regional Team
Ministry of Aboriginal Affairs

Mr. Geoff Moyes
Solicitor
Legislative Counsel's Office
Ministry of Attorney General

Ms. Terry Simonson
Interim Measures Negotiator
Aboriginal Affairs
Ministry of Agriculture,
Fisheries and Food

Vanden Berg & Associates Inc.

LAND CLAIMS - Negotiations and Research

202-45 Bastion Square, Victoria, B.C., V8W 1J1 Tel: (604)383-8688 Fax: (604)383-8974

743-1918

October 17, 1995

Jim Fralick
Manager, Aboriginal Affairs Section
Ministry of Agriculture, Fisheries and Food
1st Floor, 808 Douglas Street
Victoria, B.C., V8W 2Z7
fax: 356-7280




Dear Mr. Fralick:

Attached is an improved copy of the draft Fisheries Agreement between Canada, British Columbia and the Haida Nation, as promised.

Changes were made to section 13 as agreed at the meeting October 12th, but otherwise this document is identical to the draft tabled at the meeting.

Yours truly,


John Wagner

MANAGEMENT AGREEMENT

DRAFT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Department of Fisheries and Oceans,
(hereinafter referred to as "Canada")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by the Ministry of Agriculture, Fisheries & Food,
and the Ministry of Environment, Lands & Parks
(hereinafter referred to as "Province")

OF THE SECOND PART

AND:

THE OLD MASSETT VILLAGE COUNCIL
(OF THE COUNCIL OF THE HAIDA NATION)
(hereinafter referred to as "the Haida Nation")

OF THE THIRD PART

WHEREAS it is recognized that the Haida Nation have a unique interest in lands, sea and the resources therein within the areas they have identified as their traditional territories, arising out of their traditional use and occupancy of same;

AND WHEREAS Haida Gwaii (Queen Charlotte Islands) and the sea surrounding Haida Gwaii have been identified as their traditional territories;

AND WHEREAS it is agreed that while the matter of Aboriginal rights, title and interest, and Treaty rights of the Haida Nation in and to the areas they have identified as their traditional territories and traditional sea may best be settled through a Treaty, it is desirable in the interim to develop processes promoting the orderly and equitable resolution of issues related to the management of the environment, fisheries and wildlife currently managed by Canada and/or by the

Province;

AND WHEREAS it is recognized that there is no formal method for communicating and addressing concerns regarding fisheries, wildlife, ecology, environment and pollution between Canada and the Province;

AND WHEREAS there is no cohesive management plan of any kind for fisheries, wildlife, ecology, environment and pollution, in the agreement area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions:

- (a) "Agreement Area" means that area asserted by the Haida Nation to be their traditional territories, and included all oceans and other bodies of water outlined on the map attached as appendix "A" to this agreement;
- (b) "Associated Resources". Any resource, thing or action which when considered cumulatively, affects any fishery or a number of fisheries;
- (c) "Band" means the same as "Band" under the Indian Act R.S.C., 1989, and includes the Old Massett Village Council (of the Council of the Haida Nation).
- (d) "Co-Management" means the management of fisheries and "associated resources" and the management of wildlife, ecology, the environment, pollution and the deposit of any deleterious substance in the oceans or any other body of water within the agreement area, by the Committee created by this Agreement;
- (e) "Conservation" means any activity undertaken to protect, preserve or enhance any fishery, or "associated resources, wildlife, ecology, the environment, whether on land or under oceans or other bodies of water and includes activities undertaking to protect, preserve and enhance the quality of water;
- (f) "Fishery" means the same as "Fishery" in the Fisheries Act, R.S.C., and includes any traditional Haida Nation fishery;

- (g) "Fishing Stations" means areas asserted by elders of the Haida Nation where members of their Bands have historically caught fish of any species, and includes reserves set aside for that purpose;
- (h) "Management Committee" means the body more particularly described in Clause 5;
- (i) "Recreational Fishing Operator" means a person engaged in providing accommodation at a fishing lodge or carrying passengers on a charter vessel whenever valuable consideration passes directly or indirectly to the lodge or vessel's owner, the operator or a person with financial interest in the lodge or vessel in consideration of accommodation or carriage on board;
- (j) "Subsidiary Agreement" means an agreement more particularly described in Clause 7;
- (k) "Management Agreement" means this agreement being an umbrella agreement for the future negotiations of subsidiary agreements;
- (l) "Wildlife" means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife;

2. Area of Application

- (a) This Agreement applies throughout the Agreement Area as outlined in schedule "A";

3. Purpose

- (a) To co-manage the fishery and "associated resources" in the traditional territories of the Haida Nation including any fishery or "associated resource" that has a detrimental effect on the traditional fisheries;
- (b) To co-manage the wildlife as defined under the Fisheries

DRAFT

Act, R.S.B.C.,(1979) c. 137 and Wildlife Act,
R.S.B.C.,(1982) c.57;

- (c) To co-manage the environment and the prevention of the deposit of deleterious substances;
- (d) to co-manage any tenures under the Land Act that may affect Aboriginal interests, rights and concerns;
- (e) To co-manage recreational fishing operators;
- (f) To negotiate, draft and implement subsidiary agreements on specific matters hereinafter enumerated;
- (g) To give priority to Aboriginal rights, interests and concerns in the co-management of any fishery, associated resource, wildlife or environment, such Aboriginal rights following directly behind, in priority, "conservation";
- (h) To ensure the cooperative and mutually supportive relationship between Canada, the Province and the Haida Nation concerning the management of issues hereinbefore enumerated and for resolving issues related to the management of the said topics hereinbefore enumerated;
- (i) To provide a method of communication, and for addressing the concerns regarding fisheries, wildlife, ecology, environment and pollution, between the Province and Canada and the Haida Nation.

4. Without Prejudice

- (a) Nothing in this Agreement shall be construed so as to prejudice any Aboriginal rights, title or interests of the members of the Haida Nation or any Treaty, which may be negotiated between, the Province, Canada and the Haida Nation;
- (b) No provision of this Agreement will create, extinguish, abrogate or derogate from any Aboriginal rights. Nor will it be a Treaty or Land Claim Agreement under S. 35 of

the Constitution Act (1982);

- (c) Nothing in this agreement shall be construed as to prejudice a position of either of the parties, in future negotiations, on any agreement or treaty;
- (d) Nothing in this agreement shall prejudice the ability of Canada or the Province, to carry out its jurisdictional responsibilities, according to law.

5. Management Committee

- (a) A Management Committee (hereinafter called the "Committee") will be established on the execution of this Agreement;
- (b) The Committee will be comprised of four members of the Haida Nation and two members from each of the other parties, to be appointed by the Parties, in a manner which fosters consultation and cooperation;
- (c) The Committee will operate on a consensus basis;
- (d) The Committee will meet as needed, upon reasonable notice, by either of the Parties;
- (e) The Committee shall have the authority to establish its own procedures;
- (f) The chair of the Committee will alternate between the Parties. Each meeting and minutes of meetings shall be kept and circulated, for approval by the Party, not in the chair;

6. Duties of the Management Committee

- (a) The Management Committee will appoint from the members of the Haida Nation a coordinating watchman and such watchmen, as may be required under the

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direction of the Committee, to oversee the implementation and enforcement of the Management Agreement and the Subsidiary Agreements;

- (b) The Committee will perform but shall not be limited to the following duties and responsibilities:
 - (i) To direct the coordinating watchman officer appointed by the Committee in the implementation and enforcement of the Management Agreement and Subsidiary Agreements; and
 - (ii) To set the duties for the watchman officers appointed by the Committee and acting under the Coordinating Watchman officer;
 - (iii) To co-manage all fisheries and associated resources, wildlife, the ecology or the environment including, all bodies of water and the quality of water within the agreement area;
 - (iv) To set policies for the implementation of the Management Agreement and Subsidiary Agreements;
 - (v) To determine the priority of the execution of the Subsidiary Agreements in a manner that is consistent with paragraph 3; and
 - (vi) To ensure the proper negotiation and finalisation of each of the Subsidiary Agreements;
 - (vii) To identify and make recommendations to the Party with respect to other subject matters for Subsidiary Agreements;
 - (viii) To ensure that all existing legislation for the Province or for Canada are complied with and shall, for more certainty, include any environmental review process;

- (ix) To implement and direct in a manner consistent with the spirit of this Agreement, interim policies and recommendations, with respect to identified issues of concern to the Committee, where no Subsidiary Agreement has yet been executed, or where, Subsidiary Agreements do not yet occupy the field;
- (x) To act as the principal forum of communication and as a coordinating body, between the Parties;
- (xi) To forthwith and annually, develop a work plan for the purposes of directing the implementation and enforcement of the Management Agreement and Subsidiary Agreements;

7. Subsidiary Agreements

- (a) Upon the execution of this Agreement, the parties shall forthwith develop their co-operative process and negotiate and execute Subsidiary Agreements respecting those matters more particularly described in the following paragraph.
- (b) The Parties shall diligently pursue the negotiation and execution of Subsidiary Agreements with respect to the following matters:
 - (i) Long-term management and planning with respect to fisheries and "associated resources" including the ecology, the environment of land and water and wildlife, within the agreement area;
 - (ii) Individual agreements shall be negotiated, with either Canada or the Province, as the case may be, depending on which Party has jurisdiction, and the Committee members not

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involved may assume observer status, as follows:

- DFD (1) The protection and maintenance of existing salmon stocks;
- DFD (2) The protection and maintenance of existing ground fish stocks (which ground fish include, but are not limited to halibut, ling cod and other rock fish);
- DFD (3) The protection of all shellfish including Abalone;
- DFD (4) The regulation of sport fishing;
- DFD (5) The regulation of recreational fishing operators;
- DFD (6) The regulation of commercial fisheries;
- BC LANDS (7) The regulation of any provincial tenures, as issued under the Land Act for recreational fishing operations and support services;
- MELP (8) The regulation of hunting of wildlife;
- DFD DOT transport (9) Regulations of vessels, barges or other floating objects, which may pose a risk to a fishery, to wildlife, to the ecology, environment or water quality;
- MSBTC (10) The regulation of tourist activities;
- MAFF (11) The regulation of the harvesting of any marine plants;
- MAFF & BC LANDS (12) The regulation of aquaculture;
- MELP (13) The regulation for the protection of Steelhead and other fresh water fish;

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MELP

(14) The regulation of guide licences under the Wildlife Act;

MCDTC

(15) The protection of sites of archaeological and cultural significance as designated by the Committee;

(16) And such other topics as the Committee may advise;

8. Information

- (a) All relevant information held by either of the Parties, will be made available to the Committee, as requested, by a committee member.
- (b) That all relevant information will be supplied, in timely fashion and with reasonable notice.

9. Funding

- (a) Canada shall provide for sufficient funding, resources and moneys for the following:
 - (i) The administration and operating costs of the portion of the Committee, for Canada and for the Haida Nation;
 - (ii) For the negotiation, implementation and enforcement of the Management Agreement and/or Subsidiary Agreements, as required by the Haida Nation or Canada;
 - (iii) Seminars and training, for members of the Committee and Watchmen;
- (b) The Province of British Columbia will provide, sufficient funding resources and moneys for;
 - (i) One third of the administration and operating

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costs of the committee;

- (ii) For the negotiation, implementation and enforcement of the Management Agreement or Subsidiary Agreements, which might be within sole jurisdiction of the Province;
- (c) The Committee will make recommendations to Canada and to the Province on funding for the operation of the Committee and the implementation of the operation of the Management Agreement and Subsidiary Agreements;

10. Principles to be Applied in the Negotiations of Subsidiary Agreements

- (a) "Rights derived from a Treaty are unique and "sui generis" (Simon v. Her Majesty the Queen, (1985) 2 S.C.R. 387);
- (b) Aboriginal rights and Treaty rights must be interpreted liberally in favour of the Indians (R. v. Nowegijick (1983) 1 S.C.R. 29);
- (c) "Indian food, ceremonial, or societal fishing must be given priority over other interest groups (R. v. Sparrow, (1990) 56 C.C.C. (3d) 263);
- (d) any limit on Aboriginal or Treaty rights must be justified and constitutionally valid (for the purposes of proper conservation) (R. v. Sparrow, (Supra);
- (e) Aboriginal and Treaty rights are affirmed (Constitution Act 1982, S. 35).

11. Dispute Resolution

- (a) Disputes will be referred to appointed representatives of Canada, the Province and the Haida Nation. Every attempt will be made to resolve differences through discussion and consultation;

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- (b) In the event that a consensus or decision of the Committee cannot be reached, the Parties will appoint a mutually agreeable mediator and the terms of the reference for mediation including the funding and costs of mediation shall be agreed upon by the Parties.

12. Term

- (a) This Agreement shall be reviewed by the Parties, no more often than bi-annually, upon the request of the Parties;
- (b) The Agreement may be amended at any time by agreement of the Parties;

13. Notice

Any notice given pursuant to this Agreement shall be made in writing and shall be effectively given and sent by registered mail, telegram, facsimile or other similar means of electronic communication to the appropriate address set out below:

if to the Haida Nation:

Old Massett Village Council
P.O. Box 189
Masset, Haida Gwaii, B.C.
V0T 1M0

and

if to Canada:

Department of Fisheries and Oceans
816 Government Street,
Victoria, B.C.

and

Ministry of Agriculture, Fisheries & Food.
808 Douglas Street,
Victoria, B.C. V8W 2Z7
Fax: 1-604-356-7280
Attention: Co-Ordinator

Ministry of Small Business, Tourism and Culture
3rd Floor, 1117 Wharf Street
Victoria, B.C., V8W 2Z2
fax: 1-604-387-1420
Attention: Director

This Agreement constitutes the whole agreement between the Parties except as amended by future agreement.

Signed, Sealed and Delivered
on behalf of Canada in the
presence of:

)
)
)
)
)
)
)
Department of Fisheries and Oceans

Signed, Sealed and Delivered
on behalf of the Province of
British Columbia in the presence of:

Witness

**Ministry of Agriculture,
Fisheries & Food,**

**Ministry of Environment,
Lands & Parks**

Signed, Sealed and Delivered
on behalf of the Haida Nation
by its duly authorized officers

(Seal)

FILE:

48400-20/HAID2

ABORIGINAL
RELATIONS

JUL 27 1995

MINISTRY OF ABORIGINAL AFFAIRS

Facsimile From

Ministry of Forests
Aboriginal Affairs Branch3rd Floor, 610 Johnson Street
Victoria, BC
V8W 3E7Christie Brown
Director
Phone 356-6083
Fax 356-6076ABORIGINAL
RELATIONS

JUL 27 1995

MINISTRY OF ABORIGINAL AFFAIRS

Date: July 21, 1995To: Phillip HalkettTitle: Deputy Minister

Section: _____ Phone No. _____

Ministry/Company: Aboriginal AffairsCity: _____ Fax No. 387-6073

No. of Pages (incl. header) _____

COMMENTS/INSTRUCTIONS:

DEPUTY MINISTER OF ABORIGINAL AFFAIRS

REFER TO: DM95-05737

JUL 27 1995

☐ DRAFT REPLY FOR PREMIER
☐ DRAFT REPLY FOR MINISTER
☐ DRAFT REPLY FOR DEPUTY
☐ REPLY DIRECT
☒ ATTENTION & FILERandy
Joy
Angus

→ Christie Brown
- response? CA

COUNCIL OF THE HAIDA NATION



Gerry Armstrong
Deputy Minister of Forests
Room 128, Parliament Buildings
Victoria, B.C.
V8V 1X4

Dear Mr. Armstrong;

Thank you for your letter of June 13 advising that the Interim Measures negotiations have been suspended. I too value the close relationship developed between the Council of the Haida Nation (CHN) and your officers in the last few years.

I believe that the Interim Measures Framework Draft has clearly laid out the issues and regret that the process cannot be finished at this time, however, we can expect to get this matter on line in due course.

There are a number of issues and items of discussion that can move ahead without a formal sitting of the Interim Measures table. Particularly the matters of:

- . Protected areas, which is critical to the ongoing relationship between BC and the Haida Nation.
- . Heritage issues, which you refer to as your "legal obligations" and which are being dealt with between our offices and yours.
- . Management issues, of which our involvement in review of cutting permits is becoming routine.
- . Economic development opportunities. Please advise us on any particular opportunities that you might be referring to in your letter.
- . Forest Renewal, Traditional Use Studies, etc.

RECEIVED
Minister

JUL 14 1995

Deputy Minister
Executive

P.O. Box 98
Skidegate, Haida Gwaii, B.C. V0T 1S0

July 10, 1995

CSF

MINISTER OF FORESTS	
RECEIVED	
DRAWN BY	528136
JUL 13 1995	
DUE DATE: Aug. 11	
<input checked="" type="checkbox"/> DRAFT REVIEW	<input type="checkbox"/> DIRECT
<input type="checkbox"/> FNA	<input type="checkbox"/> FILE

We look forward to moving ahead on these issues and other initiatives of mutual concern. I thank you again for your letter and your closely measured position and look forward to an ongoing constructive relationship.

Sincerely,

Council of the Haida Nation



Miles G. Richardson
President

FILE:

48300-20/HAID2



Province of
British Columbia

Ministry of
Agriculture,
Fisheries and Food

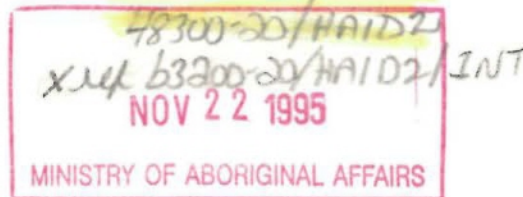
Victoria
British Columbia
V8W 2Z7

Mr. Randy Brant

Sent by facsimile: (604) 626-5440

November 20, 1995

Mr. Wilson Brown
Chief Councillor
Old Masset Village Council
P.O. Box 189
Old Massett
Haida Gwaii
Via Canada Post
VOT 1M0



Dear Chief Councillor Brown:

Subsequent to our meeting in Old Massett on October 12, 1995, I have discussed the draft agreement which you tabled with staff within the provincial government ministries. Copies were provided to the Ministries of Agriculture, Fisheries and Food; Environment, Lands and Parks; Aboriginal Affairs; Small Business, Tourism and Culture; and Attorney General.

The Ministry of Agriculture, Fisheries and Food considers many of the issues to be beyond its mandate and some of the topics to be better dealt with within the treaty process. Therefore, this ministry is not prepared to enter into substantive discussions with the Haida Nation regarding the proposed management agreement.

We are prepared to consider an alternative approach which may be more productive and beneficial to both parties in the short term. I propose that we discuss the kelp resources of Haida Gwaii from the perspective of abundance, monitoring, conservation and harvest regimes. It may also be beneficial to include the federal Department of Fisheries and Oceans in these discussions because of the close relationship between the kelp resource and the herring for herring roe on kelp fisheries. Following those discussions we may determine what studies could be undertaken to enhance our knowledge of kelp and the benefits of training Haida peoples with respect to the resource.

/2

Mr. Wilson Brown
November 20 ,1995
Page 2

Although a formal agreement does not seem necessary now, it may be possible in the future. However, any agreement would have to be specific to the Ministry of Agriculture, Fisheries and Food mandate and would not include any delegation of legislative authority.

Please advise me if you would like to proceed with this alternative proposal and designate a contact person for me to work with in the early planning stages. My telephone number is (604)387-9566.



J.E. Fralick
Manager
Aboriginal Affairs

cc : Mr. Randy Brant
Aboriginal Relations Division
Assistant Deputy Minister
Ministry of Aboriginal Affairs

Mr. Jon O'Riordan
Assistant Deputy Minister
Environmental; Regional Operations
Division
Ministry of Environment,
Lands and Parks

Mr. Jim Anderson
Director
Aquaculture and Commercial
Fisheries Branch
Ministry Agriculture,
Fisheries and Food

Mr. Gus Jaltema
Coordinator
Native Claims Unit
Department of Fisheries
and Oceans



October 20, 1995

(See Attached Distribution List)

OCT 24 1995

MINISTRY OF ABORIGINAL AFFAIRS

Proposed Agreement with the Haida Nation

On October 12, 1995, representatives from the Ministries of Environment, Lands and Parks (MELP) and Agriculture, Fisheries and Food (MAFF), as well as the federal Department of Fisheries and Oceans (DFO) met with the Old Massett Village Council and the Council of Haida Nation to discuss a proposed tripartite agreement. The agreement prepared by the First Nations is attached.

The Haida Nation is proposing this agreement as an interim measure, which would allow the parties to work together to protect and develop the resources in the territory. They expressed a primary concern that current processes leave uncertainty about jurisdiction and coordination thus putting the local resources in peril.

DFO expressed their encouragement for the concepts in the agreement as they were forward looking and identify what needs to be done. However, they also expressed concern that this was being proposed as an interim measure rather than discussion at a treaty table. There is currently an Aboriginal Fisheries Strategy agreement with the Haida.

I expressed concern that management boards are often too costly and slow to make decisions, that decision making authority for licencing must remain with the province and that the proposed process could result in a de facto moratorium, which the province does not condone. I also asked why they were choosing this option rather than the treaty process given that several treaty maintable meetings with the province had been canceled at the request of the Haida Nation.

Chief Councillor Wilson Brown responded that the Council of Haida Nation was only at stage 2 in the treaty process, that its constitution was being changed to give co-chairs to Masset and Skidegate which would take time, and that there was an emergency to protect the resources which could not wait for a treaty.

/2

October 20, 1995

Page 2

DFO committed to advise the Haida on their position in a week or so. I advised that such an agreement would need to have at least the MELP, Small Business Tourism and Culture (SBTC), and MAFF as signatories for the process to work and I could not speak for those other ministries. I also advised that although MAFF was prepared to enter into an interim measures agreement with the Haida Nation regarding resources within its mandate, this agreement went beyond what would normally be considered and I would need to seek advice.

While I offered to be the initial provincial contact on this agreement it was left to Ms. Linda Vandenberg, consultant to the Haida, to organize a meeting of the three resource ministries to explain the agreement and seek a provincial response. Mr. Gordon Halsey, she suggested that she would contact Mr. Jon O'Riordan, Mr. Jim Walker and Mr. Jack Hall separately to be sure they understood what was being proposed. Ms. Lynelle Spring, I suggested that you should be contacted with respect to SBTC.

I am providing this to you as a heads-up and for an initial response if you wish including your interest in meeting collectively prior to being contacted by the Haida consultant. Mr. Doug Caul has had considerable experience with the Haida on similar agreements. Mr. Caul, I wonder if you should co-ordinate our internal activities to ensure we are meeting overall provincial policy and being cognizant of past provincial positions.

The Haida are hopeful they will be able to have a second meeting with government staff in Old Masset by October 30, 1995.

Government staff attending the meeting were myself, Mr. Alvin Cober of MELP and Mr. Gus Jaltema and Mr. Don Radcliff of DFO.

I may be reached by E-Mail (JFRALICK) or at (604)387-9566.



J.E. Fralick
Manager
Aboriginal Affairs

Attachments

Mr. Jim Anderson
Director
Aquaculture and Commercial
Fisheries Branch
Ministry of Agriculture,
Fisheries and Food

Ms. Lynelle Spring
A/Director
Corporate Policy and
Planning Branch
Ministry of Small Business,
Tourism and Culture

Mr. Gordon Halsey
Assistant Director
Fisheries Branch
Ministry of Environment,
Lands and Parks

Mr. Jack Hall
Executive Director
Lands Regional Operations Department
Ministry of Environment,
Lands and Parks

~~Mr. Doug Caul~~
~~Negotiator~~
Lands and Resources Branch
Ministry of Aboriginal Affairs

Mr. Sandy Fraser
Negotiator
North West Coast Regional Team
Ministry of Aboriginal Affairs

Mr. Geoff Moyes
Solicitor
Legislative Counsel's Office
Ministry of Attorney General

Ms. Terry Simonson
Interim Measures Negotiator
Aboriginal Affairs
Ministry of Agriculture,
Fisheries and Food

Vanden Berg & Associates Inc.

LAND CLAIMS - Negotiations and Research

202-45 Bastion Square, Victoria, B.C., V8W 1J1 Tel: (604)383-8688 Fax: (604)383-8974

743-1918

October 17, 1995

Jim Fralick
Manager, Aboriginal Affairs Section
Ministry of Agriculture, Fisheries and Food
1st Floor, 808 Douglas Street
Victoria, B.C., V8W 2Z7
fax: 356-7280

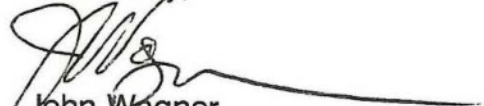


Dear Mr. Fralick:

Attached is an improved copy of the draft Fisheries Agreement between Canada, British Columbia and the Haida Nation, as promised.

Changes were made to section 13 as agreed at the meeting October 12th, but otherwise this document is identical to the draft tabled at the meeting.

Yours truly,


John Wagner

MANAGEMENT AGREEMENT

DRAFT

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Department of Fisheries and Oceans,
(hereinafter referred to as "Canada")**

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by the Ministry of Agriculture, Fisheries & Food,
and the Ministry of Environment, Lands & Parks
(hereinafter referred to as "Province")**

OF THE SECOND PART

AND:

**THE OLD MASSETT VILLAGE COUNCIL
(OF THE COUNCIL OF THE HAIDA NATION)
(hereinafter referred to as "the Haida Nation")**

OF THE THIRD PART

WHEREAS it is recognized that the Haida Nation have a unique interest in lands, sea and the resources therein within the areas they have identified as their traditional territories, arising out of their traditional use and occupancy of same;

AND WHEREAS Haida Gwaii (Queen Charlotte Islands) and the sea surrounding Haida Gwaii have been identified as their traditional territories;

AND WHEREAS it is agreed that while the matter of Aboriginal rights, title and interest, and Treaty rights of the Haida Nation in and to the areas they have identified as their traditional territories and traditional sea may best be settled through a Treaty, it is desirable in the interim to develop processes promoting the orderly and equitable resolution of issues related to the management of the environment, fisheries and wildlife currently managed by Canada and/or by the

Province;

AND WHEREAS it is recognized that there is no formal method for communicating and addressing concerns regarding fisheries, wildlife, ecology, environment and pollution between Canada and the Province;

AND WHEREAS there is no cohesive management plan of any kind for fisheries, wildlife, ecology, environment and pollution, in the agreement area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions:

- (a) "Agreement Area" means that area asserted by the Haida Nation to be their traditional territories, and included all oceans and other bodies of water outlined on the map attached as appendix "A" to this agreement;
- (b) "Associated Resources". Any resource, thing or action which when considered cumulatively, affects any fishery or a number of fisheries;
- (c) "Band" means the same as "Band" under the Indian Act R.S.C., 1989, and includes the Old Massett Village Council (of the Council of the Haida Nation).
- (d) "Co-Management" means the management of fisheries and "associated resources" and the management of wildlife, ecology, the environment, pollution and the deposit of any deleterious substance in the oceans or any other body of water within the agreement area, by the Committee created by this Agreement;
- (e) "Conservation" means any activity undertaken to protect, preserve or enhance any fishery, or "associated resources, wildlife, ecology, the environment, whether on land or under oceans or other bodies of water and includes activities undertaking to protect, preserve and enhance the quality of water;
- (f) "Fishery" means the same as "Fishery" in the Fisheries Act, R.S.C., and includes any traditional Haida Nation fishery;

- (g) "Fishing Stations" means areas asserted by elders of the Haida Nation where members of their Bands have historically caught fish of any species, and includes reserves set aside for that purpose;
- (h) "Management Committee" means the body more particularly described in Clause 5;
- (i) "Recreational Fishing Operator" means a person engaged in providing accommodation at a fishing lodge or carrying passengers on a charter vessel whenever valuable consideration passes directly or indirectly to the lodge or vessel's owner, the operator or a person with financial interest in the lodge or vessel in consideration of accommodation or carriage on board;
- (j) "Subsidiary Agreement" means an agreement more particularly described in Clause 7;
- (k) "Management Agreement" means this agreement being an umbrella agreement for the future negotiations of subsidiary agreements;
- (l) "Wildlife" means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife;

2. Area of Application

- (a) This Agreement applies throughout the Agreement Area as outlined in schedule "A";

3. Purpose

- (a) To co-manage the fishery and "associated resources" in the traditional territories of the Haida Nation including any fishery or "associated resource" that has a detrimental effect on the traditional fisheries;
- (b) To co-manage the wildlife as defined under the Fisheries

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Act, R.S.B.C.,(1979) c. 137 and Wildlife Act,
R.S.B.C.,(1982) c.57;

- (c) To co-manage the environment and the prevention of the deposit of deleterious substances;
- (d) to co-manage any tenures under the Land Act that may affect Aboriginal interests, rights and concerns;
- (e) To co-manage recreational fishing operators;
- (f) To negotiate, draft and implement subsidiary agreements on specific matters hereinafter enumerated;
- (g) To give priority to Aboriginal rights, interests and concerns in the co-management of any fishery, associated resource, wildlife or environment, such Aboriginal rights following directly behind, in priority, "conservation";
- (h) To ensure the cooperative and mutually supportive relationship between Canada, the Province and the Haida Nation concerning the management of issues hereinbefore enumerated and for resolving issues related to the management of the said topics hereinbefore enumerated;
- (i) To provide a method of communication, and for addressing the concerns regarding fisheries, wildlife, ecology, environment and pollution, between the Province and Canada and the Haida Nation.

4. **Without Prejudice**

- (a) Nothing in this Agreement shall be construed so as to prejudice any Aboriginal rights, title or interests of the members of the Haida Nation or any Treaty, which may be negotiated between, the Province, Canada and the Haida Nation;
- (b) No provision of this Agreement will create, extinguish, abrogate or derogate from any Aboriginal rights. Nor will it be a Treaty or Land Claim Agreement under S. 35 of

the Constitution Act (1982);

- (c) Nothing in this agreement shall be construed as to prejudice a position of either of the parties, in future negotiations, on any agreement or treaty;
- (d) Nothing in this agreement shall prejudice the ability of Canada or the Province, to carry out its jurisdictional responsibilities, according to law.

5. Management Committee

- (a) A Management Committee (hereinafter called the "Committee") will be established on the execution of this Agreement;
- (b) The Committee will be comprised of four members of the Haida Nation and two members from each of the other parties, to be appointed by the Parties, in a manner which fosters consultation and cooperation;
- (c) The Committee will operate on a consensus basis;
- (d) The Committee will meet as needed, upon reasonable notice, by either of the Parties;
- (e) The Committee shall have the authority to establish its own procedures;
- (f) The chair of the Committee will alternate between the Parties. Each meeting and minutes of meetings shall be kept and circulated, for approval by the Party, not in the chair;

6. Duties of the Management Committee

- (a) The Management Committee will appoint from the members of the Haida Nation a coordinating watchman and such watchmen, as may be required under the

direction of the Committee, to oversee the implementation and enforcement of the Management Agreement and the Subsidiary Agreements;

- (b) The Committee will perform but shall not be limited to the following duties and responsibilities:
 - (i) To direct the coordinating watchman officer appointed by the Committee in the implementation and enforcement of the Management Agreement and Subsidiary Agreements; and
 - (ii) To set the duties for the watchman officers appointed by the Committee and acting under the Coordinating Watchman officer;
 - (iii) To co-manage all fisheries and associated resources, wildlife, the ecology or the environment including, all bodies of water and the quality of water within the agreement area;
 - (iv) To set policies for the implementation of the Management Agreement and Subsidiary Agreements;
 - (v) To determine the priority of the execution of the Subsidiary Agreements in a manner that is consistent with paragraph 3; and
 - (vi) To ensure the proper negotiation and finalisation of each of the Subsidiary Agreements;
 - (vii) To identify and make recommendations to the Party with respect to other subject matters for Subsidiary Agreements;
 - (viii) To ensure that all existing legislation for the Province or for Canada are complied with and shall, for more certainty, include any environmental review process;

- (ix) To implement and direct in a manner consistent with the spirit of this Agreement, interim policies and recommendations, with respect to identified issues of concern to the Committee, where no Subsidiary Agreement has yet been executed, or where, Subsidiary Agreements do not yet occupy the field;
- (x) To act as the principal forum of communication and as a coordinating body, between the Parties;
- (xi) To forthwith and annually, develop a work plan for the purposes of directing the implementation and enforcement of the Management Agreement and Subsidiary Agreements;

7. Subsidiary Agreements

- (a) Upon the execution of this Agreement, the parties shall forthwith develop their co-operative process and negotiate and execute Subsidiary Agreements respecting those matters more particularly described in the following paragraph.
- (b) The Parties shall diligently pursue the negotiation and execution of Subsidiary Agreements with respect to the following matters:
 - (i) Long-term management and planning with respect to fisheries and "associated resources" including the ecology, the environment of land and water and wildlife, within the agreement area;
 - (ii) Individual agreements shall be negotiated, with either Canada or the Province, as the case may be, depending on which Party has jurisdiction, and the Committee members not

involved may assume observer status, as follows:

- (1) The protection and maintenance of existing salmon stocks;
- (2) The protection and maintenance of existing ground fish stocks (which ground fish include, but are not limited to halibut, ling cod and other rock fish);
- (3) The protection of all shellfish including Abalone;
- (4) The regulation of sport fishing;
- (5) The regulation of recreational fishing operators;
- (6) The regulation of commercial fisheries;
- (7) The regulation of any provincial tenures, as issued under the Land Act for recreational fishing operations and support services;
- (8) The regulation of hunting of wildlife;
- (9) Regulations of vessels, barges or other floating objects, which may pose a risk to a fishery, to wildlife, to the ecology, environment or water quality;
- (10) The regulation of tourist activities;
- (11) The regulation of the harvesting of any marine plants;
- (12) The regulation of aquaculture;
- (13) The regulation for the protection of Steelhead and other fresh water fish;

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- (14) The regulation of guide licences under the Wildlife Act;
- (15) The protection of sites of archaeological and cultural significance as designated by the Committee;
- (16) And such other topics as the Committee may advise;

8. Information

- (a) All relevant information held by either of the Parties, will be made available to the Committee, as requested, by a committee member.
- (b) That all relevant information will be supplied, in timely fashion and with reasonable notice.

9. Funding

- (a) Canada shall provide for sufficient funding, resources and moneys for the following:
 - (i) The administration and operating costs of the portion of the Committee, for Canada and for the Haida Nation;
 - (ii) For the negotiation, implementation and enforcement of the Management Agreement and/or Subsidiary Agreements, as required by the Haida Nation or Canada;
 - (iii) Seminars and training, for members of the Committee and Watchmen;
- (b) The Province of British Columbia will provide, sufficient funding resources and moneys for;
 - (i) One third of the administration and operating

costs of the committee;

- (ii) For the negotiation, implementation and enforcement of the Management Agreement or Subsidiary Agreements, which might be within sole jurisdiction of the Province;
- (c) The Committee will make recommendations to Canada and to the Province on funding for the operation of the Committee and the implementation of the operation of the Management Agreement and Subsidiary Agreements;

10. Principles to be Applied in the Negotiations of Subsidiary Agreements

- (a) "Rights derived from a Treaty are unique and "sui generis" (Simon v. Her Majesty the Queen, (1985) 2 S.C.R. 387);
- (b) Aboriginal rights and Treaty rights must be interpreted liberally in favour of the Indians (R. v. Nowegijick (1983) 1 S.C.R. 29);
- (c) "Indian food, ceremonial, or societal fishing must be given priority over other interest groups (R. v. Sparrow, (1990) 56 C.C.C. (3d) 263);
- (d) any limit on Aboriginal or Treaty rights must be justified and constitutionally valid (for the purposes of proper conservation) (R. v. Sparrow, (Supra);
- (e) Aboriginal and Treaty rights are affirmed (Constitution Act 1982, S. 35).

11. Dispute Resolution

- (a) Disputes will be referred to appointed representatives of Canada, the Province and the Haida Nation. Every attempt will be made to resolve differences through discussion and consultation;

DRAFT

- (b) In the event that a consensus or decision of the Committee cannot be reached, the Parties will appoint a mutually agreeable mediator and the terms of the reference for mediation including the funding and costs of mediation shall be agreed upon by the Parties.

12. Term

- (a) This Agreement shall be reviewed by the Parties, no more often than bi-annually, upon the request of the Parties;
- (b) The Agreement may be amended at any time by agreement of the Parties;

13. Notice

Any notice given pursuant to this Agreement shall be made in writing and shall be effectively given and sent by registered mail, telegram, facsimile or other similar means of electronic communication to the appropriate address set out below:

if to the Haida Nation:

Old Massett Village Council
P.O. Box 189
Masset, Haida Gwaii, B.C.
V0T 1M0

and

if to Canada:

Department of Fisheries and Oceans
816 Government Street,
Victoria, B.C.

and

FILE:

63200-40/HAID2-MTG1

talk to Mark

about

this

S.



Province of
British Columbia

Ministry of
Agriculture, Fisheries
and Food

M. Douglas
48300-20/HA102
MEMORANDUM
xref: 63200-20/HA102/INT

October 20, 1995

DUPLICATE *ba*

(See Attached Distribution List)

OCT 24 1995

MINISTRY OF ABORIGINAL AFFAIRS

Proposed Agreement with the Haida Nation

On October 12, 1995, representatives from the Ministries of Environment, Lands and Parks (MELP) and Agriculture, Fisheries and Food (MAFF), as well as the federal Department of Fisheries and Oceans (DFO) met with the Old Massett Village Council and the Council of Haida Nation to discuss a proposed tripartite agreement. The agreement prepared by the First Nations is attached.

The Haida Nation is proposing this agreement as an interim measure, which would allow the parties to work together to protect and develop the resources in the territory. They expressed a primary concern that current processes leave uncertainty about jurisdiction and coordination thus putting the local resources in peril.

DFO expressed their encouragement for the concepts in the agreement as they were forward looking and identify what needs to be done. However, they also expressed concern that this was being proposed as an interim measure rather than discussion at a treaty table. There is currently an Aboriginal Fisheries Strategy agreement with the Haida.

I expressed concern that management boards are often too costly and slow to make decisions, that decision making authority for licencing must remain with the province and that the proposed process could result in a de facto moratorium, which the province does not condone. I also asked why they were choosing this option rather than the treaty process given that several treaty maintainable meetings with the province had been canceled at the request of the Haida Nation.

Chief Councillor Wilson Brown responded that the Council of Haida Nation was only at stage 2 in the treaty process, that its constitution was being changed to give co-chairs to Masset and Skidegate which would take time, and that there was an emergency to protect the resources which could not wait for a treaty.

**TREATY NEGOTIATION
DIVISION**

OCT 25 1995

**NORTH WEST COAST
REGIONAL TEAM**

/2

October 20, 1995
Page 2

DFO committed to advise the Haida on their position in a week or so. I advised that such an agreement would need to have at least the MELP, Small Business Tourism and Culture (SBTC), and MAFF as signatories for the process to work and I could not speak for those other ministries. I also advised that although MAFF was prepared to enter into an interim measures agreement with the Haida Nation regarding resources within its mandate, this agreement went beyond what would normally be considered and I would need to seek advice.

While I offered to be the initial provincial contact on this agreement it was left to Ms. Linda Vandenberg, consultant to the Haida, to organize a meeting of the three resource ministries to explain the agreement and seek a provincial response. Mr. Gordon Halsey, she suggested that she would contact Mr. Jon O'Riordan, Mr. Jim Walker and Mr. Jack Hall separately to be sure they understood what was being proposed. Ms. Lynelle Spring, I suggested that you should be contacted with respect to SBTC.

I am providing this to you as a heads-up and for an initial response if you wish including your interest in meeting collectively prior to being contacted by the Haida consultant. Mr. Doug Caul has had considerable experience with the Haida on similar agreements. Mr. Caul, I wonder if you should co-ordinate our internal activities to ensure we are meeting overall provincial policy and being cognizant of past provincial positions.

The Haida are hopeful they will be able to have a second meeting with government staff in Old Masset by October 30, 1995.

Government staff attending the meeting were myself, Mr. Alvin Cober of MELP and Mr. Gus Jaltema and Mr. Don Radcliff of DFO.

I may be reached by E-Mail (JFRALICK) or at (604)387-9566.



J.E. Fralick
Manager
Aboriginal Affairs

Attachments

Mr. Jim Anderson
Director
Aquaculture and Commercial
Fisheries Branch
Ministry of Agriculture,
Fisheries and Food

Ms. Lynelle Spring
A/Director
Corporate Policy and
Planning Branch
Ministry of Small Business,
Tourism and Culture

Mr. Gordon Halsey
Assistant Director
Fisheries Branch
Ministry of Environment,
Lands and Parks

Mr. Jack Hall
Executive Director
Lands Regional Operations Department
Ministry of Environment,
Lands and Parks

Mr. Doug Caul
Negotiator
Lands and Resources Branch
Ministry of Aboriginal Affairs

Mr. Sandy Fraser
Negotiator
North West Coast Regional Team
Ministry of Aboriginal Affairs

Mr. Geoff Moyes
Solicitor
Legislative Counsel's Office
Ministry of Attorney General

Ms. Terry Simonson
Interim Measures Negotiator
Aboriginal Affairs
Ministry of Agriculture,
Fisheries and Food

Vanden Berg & Associates Inc.

LAND CLAIMS - Negotiations and Research

202-45 Bastion Square, Victoria, B.C., V8W 1J1 Tel: (604)383-8688 Fax: (604)383-8974

743-1913

October 17, 1995

Jim Fralick
Manager, Aboriginal Affairs Section
Ministry of Agriculture, Fisheries and Food
1st Floor, 808 Douglas Street
Victoria, B.C., V8W 2Z7
fax: 356-7280

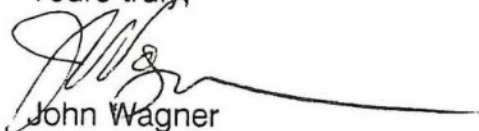


Dear Mr. Fralick:

Attached is an improved copy of the draft Fisheries Agreement between Canada, British Columbia and the Haida Nation, as promised.

Changes were made to section 13 as agreed at the meeting October 12th, but otherwise this document is identical to the draft tabled at the meeting.

Yours truly,


John Wagner

MANAGEMENT AGREEMENT

DRAFT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Department of Fisheries and Oceans,
(hereinafter referred to as "Canada")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**
as represented by the Ministry of Agriculture, Fisheries & Food,
and the Ministry of Environment, Lands & Parks
(hereinafter referred to as "Province")

OF THE SECOND PART

AND:

**THE OLD MASSETT VILLAGE COUNCIL
(OF THE COUNCIL OF THE HAIDA NATION)**
(hereinafter referred to as "the Haida Nation")

OF THE THIRD PART

WHEREAS it is recognized that the Haida Nation have a unique interest in lands, sea and the resources therein within the areas they have identified as their traditional territories, arising out of their traditional use and occupancy of same;

AND WHEREAS Haida Gwaii (Queen Charlotte Islands) and the sea surrounding Haida Gwaii have been identified as their traditional territories;

AND WHEREAS it is agreed that while the matter of Aboriginal rights, title and interest, and Treaty rights of the Haida Nation in and to the areas they have identified as their traditional territories and traditional sea may best be settled through a Treaty, it is desirable in the interim to develop processes promoting the orderly and equitable resolution of issues related to the management of the environment, fisheries and wildlife currently managed by Canada and/or by the

Province;

AND WHEREAS it is recognized that there is no formal method for communicating and addressing concerns regarding fisheries, wildlife, ecology, environment and pollution between Canada and the Province;

AND WHEREAS there is no cohesive management plan of any kind for fisheries, wildlife, ecology, environment and pollution, in the agreement area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions:

- (a) "Agreement Area" means that area asserted by the Haida Nation to be their traditional territories, and included all oceans and other bodies of water outlined on the map attached as appendix "A" to this agreement;
- (b) "Associated Resources". Any resource, thing or action which when considered cumulatively, affects any fishery or a number of fisheries;
- (c) "Band" means the same as "Band" under the Indian Act R.S.C., 1989, and includes the Old Massett Village Council (of the Council of the Haida Nation).
- (d) "Co-Management" means the management of fisheries and "associated resources" and the management of wildlife, ecology, the environment, pollution and the deposit of any deleterious substance in the oceans or any other body of water within the agreement area, by the Committee created by this Agreement;
- (e) "Conservation" means any activity undertaken to protect, preserve or enhance any fishery, or "associated resources, wildlife, ecology, the environment, whether on land or under oceans or other bodies of water and includes activities undertaking to protect, preserve and enhance the quality of water;
- (f) "Fishery" means the same as "Fishery" in the Fisheries Act, R.S.C., and includes any traditional Haida Nation fishery;

- (g) "Fishing Stations" means areas asserted by elders of the Haida Nation where members of their Bands have historically caught fish of any species, and includes reserves set aside for that purpose;
- (h) "Management Committee" means the body more particularly described in Clause 5;
- (i) "Recreational Fishing Operator" means a person engaged in providing accommodation at a fishing lodge or carrying passengers on a charter vessel whenever valuable consideration passes directly or indirectly to the lodge or vessel's owner, the operator or a person with financial interest in the lodge or vessel in consideration of accommodation or carriage on board;
- (j) "Subsidiary Agreement" means an agreement more particularly described in Clause 7;
- (k) "Management Agreement" means this agreement being an umbrella agreement for the future negotiations of subsidiary agreements;
- (l) "Wildlife" means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife;

2. Area of Application

- (a) This Agreement applies throughout the Agreement Area as outlined in schedule "A";

3. Purpose

- (a) To co-manage the fishery and "associated resources" in the traditional territories of the Haida Nation including any fishery or "associated resource" that has a detrimental effect on the traditional fisheries;
- (b) To co-manage the wildlife as defined under the Fisheries

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Act, R.S.B.C.,(1979) c. 137 and Wildlife Act,
R.S.B.C.,(1982) c.57;

- (c) To co-manage the environment and the prevention of the deposit of deleterious substances;
- (d) to co-manage any tenures under the Land Act that may affect Aboriginal interests, rights and concerns;
- (e) To co-manage recreational fishing operators;
- (f) To negotiate, draft and implement subsidiary agreements on specific matters hereinafter enumerated;
- (g) To give priority to Aboriginal rights, interests and concerns in the co-management of any fishery, associated resource, wildlife or environment, such Aboriginal rights following directly behind, in priority, "conservation";
- (h) To ensure the cooperative and mutually supportive relationship between Canada, the Province and the Haida Nation concerning the management of issues hereinbefore enumerated and for resolving issues related to the management of the said topics hereinbefore enumerated;
- (i) To provide a method of communication, and for addressing the concerns regarding fisheries, wildlife, ecology, environment and pollution, between the Province and Canada and the Haida Nation.

4. Without Prejudice

- (a) Nothing in this Agreement shall be construed so as to prejudice any Aboriginal rights, title or interests of the members of the Haida Nation or any Treaty, which may be negotiated between, the Province, Canada and the Haida Nation;
- (b) No provision of this Agreement will create, extinguish, abrogate or derogate from any Aboriginal rights. Nor will it be a Treaty or Land Claim Agreement under S. 35 of

the Constitution Act (1982);

- (c) Nothing in this agreement shall be construed as to prejudice a position of either of the parties, in future negotiations, on any agreement or treaty;
- (d) Nothing in this agreement shall prejudice the ability of Canada or the Province, to carry out its jurisdictional responsibilities, according to law.

5. Management Committee

- (a) A Management Committee (hereinafter called the "Committee") will be established on the execution of this Agreement;
- (b) The Committee will be comprised of four members of the Haida Nation and two members from each of the other parties, to be appointed by the Parties, in a manner which fosters consultation and cooperation;
- (c) The Committee will operate on a consensus basis;
- (d) The Committee will meet as needed, upon reasonable notice, by either of the Parties;
- (e) The Committee shall have the authority to establish its own procedures;
- (f) The chair of the Committee will alternate between the Parties. Each meeting and minutes of meetings shall be kept and circulated, for approval by the Party, not in the chair;

6. Duties of the Management Committee

- (a) The Management Committee will appoint from the members of the Haida Nation a coordinating watchman and such watchmen, as may be required under the

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direction of the Committee, to oversee the implementation and enforcement of the Management Agreement and the Subsidiary Agreements;

- (b) The Committee will perform but shall not be limited to the following duties and responsibilities:
 - (i) To direct the coordinating watchman officer appointed by the Committee in the implementation and enforcement of the Management Agreement and Subsidiary Agreements; and
 - (ii) To set the duties for the watchman officers appointed by the Committee and acting under the Coordinating Watchman officer;
 - (iii) To co-manage all fisheries and associated resources, wildlife, the ecology or the environment including, all bodies of water and the quality of water within the agreement area;
 - (iv) To set policies for the implementation of the Management Agreement and Subsidiary Agreements;
 - (v) To determine the priority of the execution of the Subsidiary Agreements in a manner that is consistent with paragraph 3; and
 - (vi) To ensure the proper negotiation and finalisation of each of the Subsidiary Agreements;
 - (vii) To identify and make recommendations to the Party with respect to other subject matters for Subsidiary Agreements;
 - (viii) To ensure that all existing legislation for the Province or for Canada are complied with and shall, for more certainty, include any environmental review process;

- (ix) To implement and direct in a manner consistent with the spirit of this Agreement, interim policies and recommendations, with respect to identified issues of concern to the Committee, where no Subsidiary Agreement has yet been executed, or where, Subsidiary Agreements do not yet occupy the field;
- (x) To act as the principal forum of communication and as a coordinating body, between the Parties;
- (xi) To forthwith and annually, develop a work plan for the purposes of directing the implementation and enforcement of the Management Agreement and Subsidiary Agreements;

7. Subsidiary Agreements

- (a) Upon the execution of this Agreement, the parties shall forthwith develop their co-operative process and negotiate and execute Subsidiary Agreements respecting those matters more particularly described in the following paragraph.
- (b) The Parties shall diligently pursue the negotiation and execution of Subsidiary Agreements with respect to the following matters:
 - (i) Long-term management and planning with respect to fisheries and "associated resources" including the ecology, the environment of land and water and wildlife, within the agreement area;
 - (ii) Individual agreements shall be negotiated, with either Canada or the Province, as the case may be, depending on which Party has jurisdiction, and the Committee members not

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involved may assume observer status, as follows:

- (1) The protection and maintenance of existing salmon stocks;
- (2) The protection and maintenance of existing ground fish stocks (which ground fish include, but are not limited to halibut, ling cod and other rock fish);
- (3) The protection of all shellfish including Abalone;
- (4) The regulation of sport fishing;
- (5) The regulation of recreational fishing operators;
- (6) The regulation of commercial fisheries;
- (7) The regulation of any provincial tenures, as issued under the Land Act for recreational fishing operations and support services;
- (8) The regulation of hunting of wildlife;
- (9) Regulations of vessels, barges or other floating objects, which may pose a risk to a fishery, to wildlife, to the ecology, environment or water quality;
- (10) The regulation of tourist activities;
- (11) The regulation of the harvesting of any marine plants;
- (12) The regulation of aquaculture;
- (13) The regulation for the protection of Steelhead and other fresh water fish;

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- (14) The regulation of guide licences under the Wildlife Act;
- (15) The protection of sites of archaeological and cultural significance as designated by the Committee;
- (16) And such other topics as the Committee may advise;

8. Information

- (a) All relevant information held by either of the Parties, will be made available to the Committee, as requested, by a committee member.
- (b) That all relevant information will be supplied, in timely fashion and with reasonable notice.

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- (a) Canada shall provide for sufficient funding, resources and moneys for the following:
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 - (i) One third of the administration and operating

DRAFT

costs of the committee;

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- (c) The Committee will make recommendations to Canada and to the Province on funding for the operation of the Committee and the implementation of the operation of the Management Agreement and Subsidiary Agreements;

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- (b) Aboriginal rights and Treaty rights must be interpreted liberally in favour of the Indians (R. v. Nowegijick (1983) 1 S.C.R. 29);
- (c) "Indian food, ceremonial, or societal fishing must be given priority over other interest groups (R. v. Sparrow, (1990) 56 C.C.C. (3d) 263);
- (d) any limit on Aboriginal or Treaty rights must be justified and constitutionally valid (for the purposes of proper conservation) (R. v. Sparrow, (Supra);
- (e) Aboriginal and Treaty rights are affirmed (Constitution Act 1982, S. 35).

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- (a) Disputes will be referred to appointed representatives of Canada, the Province and the Haida Nation. Every attempt will be made to resolve differences through discussion and consultation;

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- (b) In the event that a consensus or decision of the Committee cannot be reached, the Parties will appoint a mutually agreeable mediator and the terms of the reference for mediation including the funding and costs of mediation shall be agreed upon by the Parties.

12. Term

- (a) This Agreement shall be reviewed by the Parties, no more often than bi-annually, upon the request of the Parties;
- (b) The Agreement may be amended at any time by agreement of the Parties;

13. Notice

Any notice given pursuant to this Agreement shall be made in writing and shall be effectively given and sent by registered mail, telegram, facsimile or other similar means of electronic communication to the appropriate address set out below:

if to the Haida Nation:

Old Massett Village Council
P.O. Box 189
Masset, Haida Gwaii, B.C.
V0T 1M0

and

if to Canada:

Department of Fisheries and Oceans
816 Government Street,
Victoria, B.C.

and

DRAFT

- 12 -

if to the Province:

Ministry of Agriculture, Fisheries & Food,
808 Douglas Street,
Victoria, B.C. V8W 2Z7
Fax: 1-604-356-7280
Attention: Co-Ordinator

Ministry of Environment, Lands and Parks
4th Floor, 810 Blanshard Street
Victoria, B.C., V8V 1X4
fax: 1-604-387-5669

Ministry of Small Business, Tourism and Culture
3rd Floor, 1117 Wharf Street
Victoria, B.C., V8W 2Z2
fax: 1-604-387-1420
Attention: Director

14. Agreement

This Agreement constitutes the whole agreement between the Parties
except as amended by future agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day
of 1995.

Signed, Sealed and Delivered
on behalf of Canada in the
presence of:

Witness

)

)

)

)

)

)

)

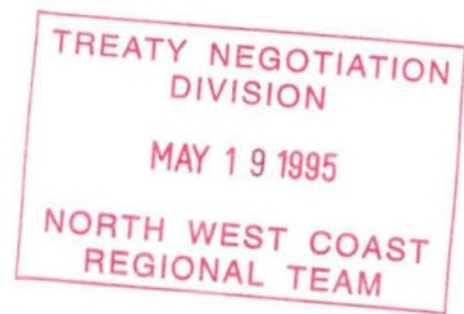
Department of Fisheries and Oceans

FILE:

63200-40/HAID2-MTG



COUNCIL OF THE HAIDA NATION



May 19, 1995

Carol Corcoran
BC Treaty Commission
Via Fax (604) 776-2092

Tom Malloy
Federal Treaty Negotiations Office
Via Fax (604) 775-7149

Mark Stevenson
Ministry of Aboriginal Affairs
Via Fax (604) 6-387-0887

Dear Folks

Re: Haida Treaty Negotiations

This letter is to advise you that Council of the Haida Nation is postponing all meetings of the "Main Table".

Please contact President Miles G. Richardson (559-4468) if you have any comments or questions.

Yours truly

Ernie Collison
Administrator

☐ Box 98 SKIDEGATE, HAIDA GWAI VOT 1S1 • PHONE (604) 559-4468 • FAX (604) 559-8951

☒ Box 589 MASSETT, HAIDA GWAI VOT 1M0 • PHONE (604) 626-5252 • FAX (604) 626-3403

Page 125 of 142

Withheld pursuant to/removed as

s.14 ; s.16

Page 126 of 142

Withheld pursuant to/removed as

s.14 ; s.15 ; s.16

Mark S

Can you please
provide an update to
us via E-Mail,
of what took place
at this meeting.

Dave

Thank,

Ray

ml
c

18 May '15

Page 128 of 142

Withheld pursuant to/removed as

s.14 ; s.15 ; s.16

FILE:

63200-01/HAID2-GEN1

APPROVAL SLIP FOR CORRESPONDENCE	
Addressee:	<u>WILSON BROWN</u>
File #	<u>163200-00/HA102/GEN</u>
Draftee:	<u>SANDY FRASER</u>
Date:	<u>05/11/30</u>
Director:	<u>/</u>
Date:	<u>/</u>
ADM-Ops:	<u>Robertson</u>
Date:	<u>Dec 4/95</u>
DM:	<u>/</u>
Date:	<u>/</u>

FILE COPY
maulone / File

DEC 13 1995

File No. 63200-20/HAID2/GEN

Wilson Brown
Chief Councillor
Old Massett Village Council
P.O. Box 189, Old Massett
Haida Gwaii, British Columbia
VOT 1M0

Dear Wilson Brown:

The letter of November 8, 1995 from the Old Massett Village Council to the Premier, the Honourable Mike Harcourt, regarding your concerns with the appointment of Miles Richardson to the British Columbia Treaty Commission has been referred to my attention.

You raise in your letter what is clearly a serious internal matter for the Haida Nation and the Province respects the need for the Haida Nation to deal with this issue. We, of course, hope that the issue will be resolved expeditiously and in a mutually satisfactory manner. In the interim, I will take the opportunity of informing Mark Stevenson, the provincial Treaty Negotiator responsible for negotiations with the Haida Nation of the issues you have raised. Also, I trust that you have brought your concerns directly to the attention of Alec Robertson, the Chief Commissioner of the British Columbia Treaty Commission.

.../2

Wilson Brown

- 2 -

Thank you for bringing your concerns to our attention and my best wishes for a speedy resolution.

Yours truly,

ORIGINAL SIGNATURE
MINISTER

John Cashore
Minister

cc: Honourable Mike Harcourt
Premier
Province of British Columbia

Mark Stevenson
Treaty Negotiator
North West Regional Team

FRASER:ma
MN95-08392 1/8
t:\mn958392



DEPUTY MINISTER OF ABORIGINAL AFFAIRS
REFER TO:

Sandy
DIR.
Angus

NOV 16 1995

November 14, 1995

DRAFT REPLY FOR PREMIER ☐
DRAFT REPLY FOR MINISTER ☒
DRAFT REPLY FOR DEPUTY ☐
REPLY DIRECT ☐
ATTENTION & FILE ☐

TREATY NEGOTIATION
DIVISION
NOV 16 1995
ABORIGINAL AFFAIRS

BF Dec 14/95
MINISTER OF ABORIGINAL AFFAIRS
REFER TO: *DMO/MA*
NOV 16 1995
MN95-8392
DRAFT REPLY ☒ FNA ☐ FYI ☐
REPLY DIRECT ☐ FILE ☐

XREF MN95-8274

Honourable John Cashore
Minister of Aboriginal Affairs
Legislative Buildings
Victoria, British Columbia
V8V 1X4

Dear John:

Enclosed please find a copy of a recent letter addressed to the Premier from the Old Massett Village Council regarding concerns Council has with the nomination of Miles Richardson to the B.C. Treaty Commission.

Would you please respond to this correspondence on behalf of the Premier with a copy to us for our files.

Your attention to this matter is appreciated.

Sincerely,

John Walsh
Chief of Staff

Enclosure



OLD MASSETT VILLAGE COUNCIL

P.O. BOX 189, OLD MASSETT,
HAIDA GWAI, VIA CANADA POST V0T 1M0
TEL: (604) 626-3337 FAX: (604) 626-5440

RECEIVED

NOV 09 1995

OFFICE OF THE
PREMIER

November 8, 1995

Premier Harcourt
Premier of British Columbia

Post-It® Fax Note	7671	Date	Nov. 8 95	# of pages	2
To	PREMIER HARCOURT	From	OLD MASSETT LEADERSHIP		
Co./Dept.		Co.			
Phone #		Phone #	626-5440		
Fax #	387-0087	Fax #	626-5440		

Dear Mr. Harcourt:

We are writing today on a matter of very serious concern to the leadership and citizens of Old Massett.

As you maybe aware the communities of Old Massett and Skidegate formed an organization several years ago to deal with the outstanding jurisdictional dispute over the home lands of the Haida known to us as Haida Gwaii. The outside world still refers to our territories as the Queen Charlotte Islands. The organization, (Council of the Haida Nation) has been led by one single person known as the President (Miles Richardson Jr.). The elected leadership of Old Massett have commended Mr. Richardson for years of service to the organization and thanked him for his accomplishments on behalf of the Haida people. We are fully cognizant of the fact that no political office is free from criticism, accusations, false rumours, etc., It is not, and never has been our intention to take this method of dealing with our leadership. It is our intention, however, to maintain a level of sophistication in our internal matters that is worthy of the gravity of the situation that we must deal with in our negotiations over the future of all Haida Citizens.

Beginning from that basis point we bring a matter of grave concern to your attention. As you may be aware, Miles Richardson Jr. was nominated and accepted a position with the B.C. Treaty Commission on October 4th, 1995 at the B.C. Summit meeting held in Vancouver. This raised an immediate concern with the Old Massett leadership, as the position in our opinion are at opposite ends of the spectrum. We sought legal advice on this matter from Kelly Russ, a Haida lawyer and external legal opinion who offered the enclosed opinion; which we believe is the correct one. This situation has caused the Old Massett leadership some extremely serious concerns in light of the following:

- ▶ The Old Massett leadership have attempted on many occasions to begin a discussion on resolving several outstanding issues. There has been absolutely no response from the President.
- ▶ We understand that Miles assured the Treaty Commission that he would resign his position as President of the Council of the Haida Nation within thirty days of his nomination to the position of Treaty Commissioner. That day has come and gone (November 4, 1995)

- ▶ The Haida constitution states very clearly that upon the vacating of the position of President, the Vice-President automatically assumes the position.
- ▶ Miles Richardson Jr. along with eight other Haida Citizens renounced their Canadian Citizenship several years ago. Whether this has any validity or not it was a conscious act that was carried out.
- ▶ There have been contracts and agreements signed on behalf of the Haida people through the Haida Fisheries (Saarich which were not authorized by any Haida Legal Authority.
- ▶ The elected leadership and citizens of Old Massett have indicated a position of non-confidence in the President (as evidence by the tally of votes in the election for President in February of 1995).
- ▶ Given these concerns, the leadership of O & M are demanding an immediate cessation of all activities of the ex-President of the Council of the Haida Nation (Miles Richardson Jr.) In all discussions, negotiations, correspondence, and related activities with representatives of the Government of British Columbia. We are requesting that this position of the Old Massett Leadership be conveyed to your senior officials in Cabinet positions immediately and that they direct their staff to act accordingly.
- ▶ In view of these concerns, the Old Massett Village Council and the Old Massett Regional Council met on Tuesday, November 7, 1995 and passed the following motion:

"That the Old Massett Village Council support sending a letter to Mike Harcourt outlining the points made at the joint meeting of the Council of the Haida Nation Massett Regional Council and the Old Massett Village Council on November 7, 1995."

The same motion was passed by the Old Massett Regional Council, with both motions being passed unanimously. With all due respect to yourself and your representatives in their various portfolios, this position is taken with the utmost seriousness, with full knowledge of the implications that may emerge.

Our concern, as stated previously is to conduct our business in a fair, equitable and open manner, that we hope will be satisfactory to all Haida Citizens.

With Respect.

Old Massett Village Council

W.A. ... C. Carvillor
Seamus ...
 ✓ *Judy Williams, Councillor*
Francis Ingram
Hande Jones
Archie Abraham

Old Massett Regional Council

Frank Callison
Daniel ...
Don ...



FILE COPY

October 30, 1995
File No. 63200-20/HAID1/GEN

Miles Richardson
President, Council of the Haida Nation
P.O. Box 98
Skidegate, Queen Charlotte Islands
British Columbia
V0T 1S0

(VIA FAX: 559-8951)

Dear Miles Richardson:

I would like to congratulate you on your recent appointment to the British Columbia Treaty Commission (BCTC). Your experiences as a member of the British Columbia Claims Task Force, your role as President and Chief Negotiator for the Council of the Haida Nation and your obvious commitment to the treaty process will enhance the credibility of the BCTC.

I have enjoyed working with you in the tri-partite process and look forward to meeting with you in your new role.

Yours truly,

Mark L. Stevenson
Treaty Negotiator
Northwest Regional Team

MESSAGE CONFIRMATION

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Province of
British Columbia

Ministry of
Aboriginal Affairs

Parliament Buildings
Victoria
British Columbia
V8V 1X5

October 30, 1995
File No. 63200-20/HAID1/GEN

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Yours truly,

A handwritten signature in dark ink, appearing to be 'm. 17'.

October 30, 1995
File No. 63200-20/HAID1/GEN

Miles Richardson
President, Council of the Haida Nation
P.O. Box 98
Skidegate, Queen Charlotte Islands
British Columbia
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Yours truly,

Mark L. Stevenson
Treaty Negotiator
Northwest Regional Team

n:\nwest\haida\miles

**MINISTRY OF ABORIGINAL AFFAIRS
BRIEFING NOTE**

File: **Haida**

I Prepared for Honourable John Cashore, Minister, FOR INFORMATION

II ISSUE:

Haida Treaty Negotiations.

III BACKGROUND:

The Haida have not been declared ready by the British Columbia Treaty Commission (BCTC). There were several trilateral meetings in 1994 and early in 1995 where a draft Protocol on openness was tabled and a public education plan was approved. A series of public education events were held in March, 1995. Since then the process has been in limbo due to internal difficulties with the First Nation. Bilateral negotiations on forestry issues have been suspended.

IV DISCUSSION:

Miles Richardson has been recently appointed to the BCTC. It is unclear whether this will assist in resolving the internal problems. It is unlikely that there will be further trilateral meetings in the near future.

V CONCLUSION:

The Province is prepared to continue with the readiness process as soon as the First Nation indicates it is ready to meet.

DIR 

ADM _____

DM _____

Catherine Panter
Negotiator
Northwest Regional Team
387-1895

October 18, 1995

Indian and Northern
Affairs CanadaAffaires indiennes
et du Nord CanadaFederal Treaty Negotiations Office
B.C. Region
2700 - 680 West Georgia Street
P.O. Box 11576
Vancouver, B.C. V6B 4N6Bureau fédéral de négociation des traités
Région de la C.-B.
2700 - 680 rue Georgia ouest
C.P. 11576
Vancouver, C.B. V6B 4N6

October 10, 1995

Your file . Votre référence

Our file . Notre référence

BC 2020 - 1
BC 8310 - 1**VIA FAX**Miles Richardson
President, Council of the Haida NationEdward Paul Pearson
Chief - Skidegate Band CouncilWilson Brown
Chief - Old Massett Village CouncilMark Stevenson
Chief Treaty Negotiator
Ministry of Aboriginal Affairs**RE: Appointment of Ms. Pauline La Mothe, Chief Federal Negotiator**

I am pleased to advise you that Ms. Pauline LaMothe is taking on the responsibility as Chief Negotiator for treaty negotiations with the Council of the Haida Nation. As you may recall, Ms. LaMothe has attended maintable sessions and has participated as part of the federal team in the public information sessions held throughout Haida Gwaii/Queen Charlotte Islands in the spring of 1995.

Ms. LaMothe has many years of experience as a senior executive. She previously held the position of regional head of the Prairie Region for the Customs arm of Revenue Canada where she was responsible for consulting with stakeholders including First Nations. Prior to that, she worked with the Correctional Service of Canada as a psychologist and manager. She has experience in many aspects of conflict resolution and program development.

Ms. LaMothe has the same authority and mandate for the negotiation of treaties as all other Chief Federal Negotiators. This reassignment of Chief Federal Negotiators will facilitate Canada's ability to deal with First Nations within the British Columbia Treaty Commission process equitably and in a timely fashion.

MRichardson, EPPearson, WBrown, MStevenson - Appointment of Ms. LaMothe

Page - 2

I understand that the treaty negotiations with the Council of the Haida Nation are on hold at the present, however, when treaty negotiations resume I am confident that Ms. LaMothe's breadth of experience will contribute to progress in these negotiations.

Yours truly,


Doreen Mullins
Executive Director, FTNO

cc: John Watson, Regional Director General, DIAND
Greg Gould, A/Director General, Comprehensive Claims, DIAND

FEDERAL TREATY NEGOTIATION
OFFICE
B.C. Region
Indian & Northern Affairs Canada

FILE COPY

*Copies to
Haid
file*

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Page 1 of: 3

To: Council of the Haida Nation and
Federal Departments

From: Charlene La Fortune
Programme Assistant
Federal Treaty Negotiations
Office

Fax #:

Telephone#: (604) 775-5001

RE: Appointment of Ms LaMothe, Chief Federal Negotiator

To: Miles Richardson - Fax 559-8951

Edward Paul Pearson - Fax 559-8247

Wilson Brown - Fax 626-5440

Mark Stevenson - Fax 387-0887 ✓

Thank you,

CLF

