

RCV BY:HWC MSB

1 8-15-84, 110:21AM 10 &amp; E HEALTH, HALIFAX

16138E406921# 2

File  
Davis Filed

## STATEMENT OF POLITICAL COMMITMENTS

**WHEREAS** the Government and people of Canada are deeply concerned with the conditions affecting the Mushuau Innu at Utshimasits;

**AND WHEREAS** the Government of Canada has recognized the urgency of and has taken emergency measures to improve the immediate conditions of the Mushuau Innu community of Utshimasits;

**AND WHEREAS** the Mushuau Innu and the Innu Nation have outlined in Hearing the Voices: Government's Role in Innu Renewal their proposals for resolving the spiritual, cultural, social, health, physical and economic difficulties they face;

**AND WHEREAS** the Government of Canada recognizes Innu as being Indians within the meaning of subsection 91(24) of the *Constitution Act, 1867*; || \*

**AND WHEREAS** the Government of Canada is committed to assisting the Mushuau Innu in mitigating the adverse conditions facing the people in Utshimasits;

**AND WHEREAS** the Government of Canada and the Mushuau Innu, while recognizing the severe fiscal restraints on the Government of Canada, share the commitment to work together to achieve long-term solutions;

**AND WHEREAS** the Mushuau Innu and the Government of Canada agree that alleviating the adverse conditions requires that the Mushuau Innu relocate from their present location;

**AND WHEREAS** the Ministers of Indian Affairs and Northern Development, of Health, and of Justice and the Solicitor General are prepared to make a statement of commitments from the Government of Canada to the Mushuau Innu and the Innu Nation to help them address conditions in Utshimasits through a comprehensive and fiscally responsible approach;

**AND WHEREAS** the Government of Canada, the Mushuau Innu and the Innu Nation are committed to negotiating self-government that contributes to economic self-sufficiency for the Innu people within Canada;

**AND WHEREAS** the Government of Canada is prepared to act on the premise that the inherent right to self-government is already contained in section 35 of the *Constitution Act, 1982*; || \*

**AND WHEREAS** the Government of Canada has indicated it is prepared to resume comprehensive claims negotiations with the Innu Nation;

- 2 -

**NOW THEREFORE IT IS STATED THAT THE GOVERNMENT OF CANADA WILL:**

1. Respond to the crisis situation in the community at Utshimasits and continue to work cooperatively with the Mushuau Council, the Innu Nation and the Province of Newfoundland and Labrador to address the health and safety issues facing the community, including the provision of emergency funding as agreed in Table A attached;
2. Support relocation of the Mushuau Innu to Little Sango Pond subject to the following conditions:
  - 2.1 Adoption by the community of a long-term social and economic reconstruction plan to address the social pathologies and high unemployment levels in the community, following discussions with and agreement by Canada;
  - 2.2 Proof through the conduct of technical studies that the relocation site is capable of providing sufficient fresh water and other essential amenities to the community into the future;
  - 2.3 Reaffirmation of the new site through completion of a formal ratification process by the Innu people of Utshimasits following completion of the long-term social and economic reconstruction plan;
  - 2.4 Provision of the necessary land by the Government of Newfoundland and Labrador;
  - 2.5 Environmental acceptability of the site, as demonstrated by the satisfactory completion of any required environmental assessment process(es);
  - 2.6 Construction and site development to appropriate federal and provincial government standards; and
  - 2.7 Reasonable costs which are acceptable to Canada.
3. Provide funding as set out in Table B attached to complete a comprehensive community plan to ensure that the relocated community will meet the needs of the Mushuau Innu, community vision and physical and economic characteristics of the relocated community and to assist the Innu in assuring that the problems plaguing the existing community will not be transferred to the new site;
4. Provide site specific funding as set out in Table C attached for the technical studies referred to in 2.2 herein;

- 3 -

5. Provide its share of funding for outpost activities as set out in Table D attached to assist the Innu to spend time in the country;
6. Provide funding as set out in Table E attached to the Innu to establish an addiction treatment program, which can include a mobile wilderness component.
7. Provide funding as set out in Table F for the developmental phase of an Innu justice and policing program (year one); and
8. Provide the Mushuau Innu and the Innu Nation with participation funding as set out in Table G attached.

**FURTHER, THAT THE GOVERNMENT OF CANADA IS PREPARED TO ENTER NEGOTIATIONS IMMEDIATELY WITH THE INNU NATION INCLUDING THE MUSHUAU INNU TOWARD THE FOLLOWING OBJECTIVES:**

9. To conclude a comprehensive land claims agreement as soon as possible.
  - 9.1 Canada has indicated it is prepared to resume comprehensive claims negotiations immediately on a tripartite basis between the Innu Nation, the Province of Newfoundland and Labrador and the Government of Canada. Canada does not require a cost-sharing agreement with the Province of Newfoundland and Labrador as a prerequisite to commencing such negotiations. Canada will pursue a cost sharing agreement on a bilateral basis with the Province.
  - 9.2 A comprehensive land claim settlement pursuant to these negotiations will be a Land Claim Agreement under subsection 35(3) of the *Constitution Act, 1982*.
10. To conclude an agreement on self-government with the Innu Nation and their communities, including matters relating to policing and administration of justice. These negotiations will proceed between the Government of Canada, the Innu Nation and their communities and, where appropriate, the Government of Newfoundland and Labrador. Negotiations will proceed on a budget as agreed between the parties.
11. To conclude a binding legal agreement, subject to Cabinet approval, detailing the terms and conditions relative to the relocation of the Mushuau Innu from Utshimasits including cost estimates and assurances that the Mushuau Council will be a full partner in managing the project and that the present site will be demolished except as agreed between the parties with appropriate restoration of the landscape upon completion of the new site. Project planning and implementation will be undertaken in a manner to ensure significant community economic benefit.
12. To discuss access to emergency and regular social support programs for Innu families when they are in the country.

- 4 -

13. To devolve existing federal programs and funding delivered to the Innu, and to work with the Province of Newfoundland and Labrador to devolve such programs and funds administered under existing federal provincial agreements for the provision of services to the Innu in a manner consistent with Canada's current devolution policy prior to the expiration of the present Canada/Newfoundland and Labrador Agreement.

14. To continue discussions between the parties as required to implement these commitments.

**SUBMITTED ON BEHALF OF THE GOVERNMENT OF CANADA**



The Honourable Ronald A. Irwin, P.C., M.P.  
Minister of Indian Affairs and Northern Development



The Honourable Diane Marleau, P.C., M.P.  
Minister of Health



The Honourable Allan Rock, P.C., M.P.  
Minister of Justice



The Honourable Herbert Eser Gray, P.C., M.P.  
Solicitor General of Canada

**TABLES TO THE STATEMENT OF POLITICAL COMMITMENTS  
INCREMENTAL COSTS (000's - CURRENT \$)**

**TABLE A: EMERGENCY SERVICES**

ACTIVITY	94/95
Emergency Services (e.g. renovations, safe houses, stores and supplies, etc.)	
Community Support	
Salaries MIRC*	
Administration MIRC*	
<b>TOTAL</b>	<b>7236</b>

\* MIRC from Municipal Committee

**TABLE B: COMMUNITY PLAN**

ACTIVITY	94/95
Community Design	
Ec. Dev. Analysis	
Community Vision	
<b>TOTAL</b>	<b>467</b>

**TABLE C: TECHNICAL STUDIES**

ACTIVITY	94/95
Site feasibility	484
Site Planning *	510
<b>TOTAL</b>	<b>994</b>

\* Contingent on agreement on site feasibility

**TABLE D: OUTPOSTS ACTIVITY**

ACTIVITY	94/95
Outposts Activities	51
<b>TOTAL</b>	<b>51</b>

**TABLE E: HEALING**

ACTIVITY	94/95
Healing Coordinator	100
Articulation Treatment	250
<b>TOTAL</b>	<b>350</b>

RCV BY:HWC MSB

9-15-94 11:02:44AM IO & E HEALTH HALIFAX

16139540692:# 7

- 2 -

**TABLE E: INNU JUSTICE AND POLICING**

ACTIVITY	94/95
Developmental Activities	125
TOTAL	125

**TABLE G: PARTICIPATION FUNDING**

ACTIVITY	94/95
Participation	102
TOTAL	102

RCV BY:HWC MSB

: 8-15-94 11:024AM IO &amp; E HEALTH HALIFAX+

181395406921# 8

**STATEMENT OF POLITICAL COMMITMENTS  
INCREMENTAL 1994-95 FUNDING**

(thousands of dollars)

*NO COMMITMENTS  
FROM HC IDENTIFIED*

ACTIVITY	FEDERAL COMMITMENT IN STATEMENT	DIAND CONTRIBUTION	EXPLANATION
EMERGENCY SERVICES	2,226	1,226	For capital component of renovations, etc. Labour component to be funded by a contribution from the Minister of Human Resources Development.
COMMUNITY PLANNING	467	467	For community design and economic development work.
TECHNICAL STUDIES	484	314	For site feasibility studies. Balance of commitment to be spent on studies to be conducted by the Department of Transport.
	510	510	For site planning studies, contingent on site feasibility.
OUTPOSTS ACTIVITY	51	51	To support Innu activities in the country.
HEALING	350	Not applicable	Agreement with the Minister of Health concluded.
POLICING AND JUSTICE	125	Not applicable	Agreements to be negotiated with the Minister of Justice and the Solicitor General.
PARTICIPATION FUNDING	102	102	For Innu participation in the process
<b>TOTAL</b>	<b>4,315</b>	<b>2,670</b>	

RCV BY:HWC MSB

9-15-94 10:24AM 10 & E HEALTH HALIFAX-

16139540692:# 9

**POTENTIAL FUNDING SOURCES**

- Department of Fisheries and Oceans (Habitat Action Plan)
- Human Resource Development
- Economic Council of Cape Breton (ACOA)
- Nova Scotia Department of Municipal Affairs
- Nova Scotia Department of Fisheries
- Nova Scotia Geomatics Information Centre
- Coast Guard
- Canadian Hydrographic Service

*? what does this  
have to do with  
Davis sheet?*

\*\* TOTAL PAGE.019 \*\*