



HIGHLIGHTS OF MAIN IMPACTS OF THE CKRA

CANADA—KAHNAWAKE RELATIONS AGREEMENTS IMPACTS:

- Through the CKR ***Umbrella Agreement*** the MCK accepts the federal government's position that there is a federal veto (prohibition power) over the exercise of jurisdiction in the 27 subject areas listed in **Clause 9**, which include "**economic development**" and "**taxation**". This is a surrender of Kahnawakero:non sovereignty and jurisdiction, while limiting and restricting the historic Aboriginal and Treaty Rights of Kahnawakero:non, and despite a "without prejudice" clause, the intent of the MCK is to "**establish a new relationship between Kahnawake and Canada**".
- The MCK also accepts the federal government's position that federal laws of "**overriding national importance**" will continue to apply to Kahnawakero:non and there is no negotiating any power sharing. Many of these federal "overriding" laws conflict with the exercise of Mohawk inherent jurisdiction and authority, including the KTA Draft Tobacco Policy, for example the federal government retains exclusive power and jurisdiction over: **international/diplomatic relations and foreign policy, international treaty-making, immigration, naturalization and aliens, international trade, including tariffs and import/export controls, management and regulation of the national economy, trade and competition policy, intellectual property, maintenance of national law and order and substantive criminal law, emergencies and "peace, order and good government" power.**
- Federal legislation is required to implement the ***Umbrella Agreement***, as well as, approval through Order-in-Council by the federal Cabinet. The intent is to replace the ***Indian Act*** with a new federal law, which would be called the "**Canada-Kahnawake Inter-Governmental Relations Act**". The ***Umbrella Agreement*** is the framework for the new federal law, sub-agreements in the various clause 9 subject areas would have to be negotiated with the federal Minister of Indian Affairs, Cabinet and Parliament to become amendments to the new federal law.
- The MCK agrees that the federal government will still control Kahnawake programs and services funding and priorities through federal "**Financial Transfer Agreements**" and "**Own Source Revenue Capacity Agreements**" as the MCK begins to exercise its (clause 9) local "**taxation**" powers in Kahnawake.
- The MCK agrees to accept responsibility for existing interests in Kahnawake Reserves, "without prejudice" to outstanding land claims or boundary disputes. The MCK agrees to negotiate "land claims" and "boundary disputes" under the terms of the federal land claims policies.
- The MCK agrees with the federal position that before Kahnawake—as represented by the MCK—can exercise jurisdiction in any areas of Quebec powers or jurisdiction that the MCK needs to negotiate agreements with Quebec. The federal position is that Quebec has a veto (prohibition power) in areas of provincial jurisdictions.
- **NOTE:** Even if the MCK doesn't proceed with the CKR ***Umbrella Agreement***, the federal government is still applying the ***Indian Act***, the restrictive terms and conditions of its "self-government" and "land claims" policies, as well as the terms, conditions and funding levels set out in Kahnawake's federal funding agreements. These are the legislative, administrative and financial tools of federal control and management of the MCK's (and Kahnawake's) affairs.

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QUEBEC—KAHNAWAKE RELATIONS AGREEMENTS IMPACTS:

- In 1998, 1999, the MCK, as represented by then Grand Chief Joe Norton, signed a number of Quebec-Kahnawake Relations Agreements (QKRA), a **Statement of Understanding and Mutual Respect**, a **Framework Agreement** and **10 Sectoral Agreements**. These agreements are all based upon the federal veto (prohibition power) extended to provinces in the 1995 federal “self-government” policy. The Government of Quebec developed its own negotiations policy on “Aboriginal Affairs” in 1998 called “**Partnership, Development, Achievement**”, and is based upon Quebec’s territorial claims and assertion of sovereignty through the laws passed by the Quebec National Assembly. The Quebec position is that “Should no agreement be recognized or reached, or if one of the parties withdraws from an agreement already reached, Quebec exercises its full jurisdiction.”
- Through the **10 Sectoral Agreements** the MCK agreed to negotiation processes regarding the application of Quebec law in Kahnawake, with some modifications to Quebec policies and possible amendments to Quebec laws.
- Specifically on Tobacco (along with petroleum and alcohol), the MCK agreed to a process to negotiate the application in Kahnawake of the **Tobacco Tax**, the **Fuel Tax Act** and the **Quebec Sales Tax**, the MCK specifically agreed to:
 - 1) set up a “regulatory framework” for tobacco, petroleum and alcohol, which would include
 - 2) establishing a “single supply system”;
 - 3) the MCK agreed to ensuring no supply in Kahnawake of tobacco, petroleum or alcohol from sources not acceptable to Quebec;
 - 4) the MCK agreed that unless Quebec agrees, supply of tobacco, petroleum or alcohol outside of Kahnawake are subject to existing taxes;
 - 5) Quebec agrees not to reimburse individuals or merchants in Kahnawake for taxes paid, the reimbursed monies will go directly to the MCK;
 - 6) the MCK agrees to “price parity” for sales to non-Indians and
 - 7) the MCK agrees to joint monitoring of tobacco, petroleum and alcohol prices in Kahnawake.

NOTE: The MCK hasn’t fulfilled the objectives set out in this agreement.

- The MCK also signed an agreement on “**Consumer Goods and Services**” whereby the MCK agreed to negotiate the application of the **Quebec Sales Tax (QST)**, the **Goods and Services Tax (GST)**, and the federal **Excise Tax Act**, the MCK specifically agreed to:
 - 1) review the agreement if Canada doesn’t agree with the MCK-Quebec agreement on **Consumer Goods and Services**;
 - 2) only those Kahnawake:non who are defined as members in the “Custom Code” and who are “ordinarily resident” on-reserve can “benefit” from the agreement;
 - 3) the “**Retail price**” means the total amount paid by a purchaser for the supply of a good or service, including any tax, charge or fee;
 - 4) purchases off-reserve are exempt from sales tax at time and place of purchase;
 - 5) may agree to setting of limits including on amounts of goods purchased off-reserve exempt from sales tax;
 - 6) the QST and GST may be replaced by a charge or fee set by the MCK and remaining in Kahnawake;
 - 7) set up an identification card system, including an office to administer this agreement and give Quebec a list of “beneficiaries”;
 - 8) monitoring prices in Kahnawake and sharing information with Quebec, including a list of Kahnawake merchants (retail and wholesale); 9) a list of non-taxable goods off-reserve, which is as follows:

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1. Foodstuffs

- Purchases made in supermarkets, grocery stores, convenience stores, bakery shops, pastry shops, fruit and vegetable shops.
- Household cleaning products.
- Toiletries

2. Furniture and Household Appliances

- Non-electric household items: rugs, carpets, curtains, wallpaper, drapes, dishes, bedclothes and mattresses.
- Electric household items: household appliances (stoves, refrigerators, washing machines, dryers, computers, electrical lighting appliances (lamps)).
- Household furniture.

3. Clothing

- Clothing and accessories for men, women and children.
- Fabrics and sewing items.
- Footwear

4. Motor Vehicles and Machinery

- Automobiles or trucks, new or used.
- Automobile or truck parts and accessories, including tires.
- Lawnmowers.
- Hardware items, including construction materials.
- Recreational vehicles (Snowmobiles, boats, canoes, outboard motors, mopeds, golf carts, motorcycles, travel trailers, trailers).

5. Miscellaneous

- Florists and garden centres.
- Film and photography equipment and supplies.
- Musical instruments and items, records, discs and magnetic tapes.
- Books, periodicals and newspapers.
- Toys.
- All other goods supplied outside the Territory for personal consumption or use exclusively inside the Territory.

NOTE: The MCK did not set up the identification card system.

- The MCK also signed an agreement on “**Liquor Permits**”, which sets out a framework of issuing and controlling liquor permits in Kahnawake, including two schedules to the agreement (the categories of liquor permits and list of suppliers). The agreement specifically provides that the schedules “shall not be interpreted as to limit the scope of applicable laws, regulations and rules”. The MCK specifically
- agrees that:

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- 1) they will establish the Alcohol Beverages Control (ABC) Board as a “supervisory authority”, but the liquor permits issued will be updated “according to the modifications of applicable laws.”;
- 2) “Kahnawake agrees to take all the measures necessary to set up a single supply system for all alcoholic beverages that are to be sold by permit holders under this Agreement. All alcoholic beverages sold by or supplied to permit holders shall come from the Société des alcools du Québec hereinafter called the “Société” or one of its agents or, in the case of beer, from a brewer, a distributor, the Société or one of their agents”.

NOTE: There are other details set out in this agreement, and there are more of the **10 Sectoral Agreements** not referred to here, but the main point is that the MCK through the CKRA and QKRA, has agreed to limit or restrict the rights of Kahnawakero:non in accordance with certain federal and provincial laws. According to Grand Chief Mike Delisle Jr. the **10 Sectoral Agreements** have been extended until March 31, 2005, but the MCK is currently negotiating with Quebec regarding the status of these agreements.

RECOMMENDATIONS

The role and mandate of the **MCK to negotiate with external governments regarding the Kanien'keha:ka right to sovereignty, self-determination and nationhood, including the Kanien'keha:ka right to conduct trade and commerce, should be reviewed by the community, especially as the CKRA and the QKRA are clearly unjustified limitations and restrictions to our sovereignty, self-determination and nationhood, which Canada knows are our Inherent, Aboriginal and Treaty Rights.**

The community review of the MCK role and mandate should be done before they sign new agreements affecting the rights of Kahnawakero:non or merely renew the CKRA and QKRA.

Any agreement between the KTA and the MCK reached on a Kahnawake Tobacco Policy or Law would be meaningless by renewal of the CKRA and/or the QKRA, or the MCK signing new agreements with external governments that also unfairly limit or restrict the rights of Kahnawakero:non.

**If you would like to see any of the documents referred to in this newsletter, please drop in at the KTA office:
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In the spirit of cooperation the Kahnawake Tobacco Association was formed to unite retailers, wholesalers and manufacturers in the trade and commerce of tobacco products.

During our existence, we have made great strides in providing employment and stabilizing the industry.

As a group, we operate openly and with complete transparency.

With these goals in mind, we are happy to inform the people of Kahnawake that we have contributed over \$195,000 to benefit various individuals and organizations and will continue to assist our people in the future.