

Interim Measures Agreement
(the "Agreement")

Between:

Snaw-naw-as First Nation

As represented by
Chief and Council
Snaw-naw-as First Nation

And

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Forests and Range
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- The Te'mexw Treaty Association signed *An Agreement Respecting Management of Forest Resources* with the Government of British Columbia on October 8, 1996.
- This Agreement replaces the October 8, 1996 Agreement with respect to the specific interests of the Snaw-naw-as First Nation.
- The Snaw-naw-as First Nation has a relationship to the land that is important to its culture and the well-being of its community, governance and economy.
- The Snaw-naw-as First Nation has Douglas Treaty rights to hunt over the unoccupied lands and the right to carry on its fisheries as formerly.
- The Snaw-naw-as First Nation is currently negotiating a modern, comprehensive treaty under the British Columbia Treaty Process.
- The Government of British Columbia wishes to support economic opportunities for Snaw-naw-as First Nation.

Purpose

The purposes of this Agreement are to:

- increase the participation of the Snaw-naw-as First Nation in the forest sector;
- provide an economic benefit through a forest tenure opportunity to the Snaw-naw-as First Nation.

Therefore the Parties agree as follows:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 “Operational Decision” means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the Snaw-naw-as First Nation’s Traditional Territory.
- 1.2 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in the Snaw-naw-as First Nation’s Traditional Territory.
- 1.3 “Administrative Decision” means one or more of the following decisions made by a person under forestry legislation.
 - The making, varying or postponing of Allowable Annual Cut (AAC) determinations for a Timber Supply Area or a Forest Tenure;
 - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
 - The adjustment of Animal Unit Months in a Range Tenure;
 - The extension to the term of, or replacement of a Forest and/or Range Tenure;
 - The disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - The conversion of a Forest Tenure to a different form of Forest Tenure;
 - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;
 - The issuance of a Special Use Permit;
 - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
 - The deletion or addition of provincial forest;
 - The transfer of AAC between Timber Supply Areas;
 - The removal of private land from a Tree Farm Licence; and,
 - The establishment of an interpretive forest site, recreation site and/or recreation trail.
- 1.4 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.

1.5 “Traditional Territory” means the Snaw-naw-as First Nation’s asserted Traditional Territory as shown in bold black on the map attached to this Agreement as **Appendix A**.

1.6 “Licensee” means a holder of a Forest Tenure or a Range Tenure.

1.7 “Treaty Rights” means the Douglas Treaty rights of the Snaw-naw-as First Nation to hunt over the unoccupied lands and carry on fisheries as formerly.

2.0 Purpose

The purposes of this Agreement are to:

2.1 increase the participation of the Snaw-naw-as First Nation in the forest sector; and,

2.2 provide an economic benefit through a forest tenure opportunity to the Snaw-naw-as First Nation

3.0 Economic Benefits to the Snaw-naw-as First Nation

During the term of this Agreement, British Columbia will provide the following economic benefit to the Snaw-naw-as First Nation:

3.1 Forest Tenure

After the execution of this Agreement and, if applicable, once volume becomes available through the timber reallocation process, the Minister will invite the Snaw-naw-as First Nation, or such legal entity as the Snaw-naw-as First Nation has appointed as its representative to hold the licence to apply under the *Forest Act* for a Licence on a non-competitive basis for up to 3,000 cubic meters annually in the Arrowsmith Timber Supply Area.

3.2 For greater certainty, the licence opportunity will be located on portions of District Lots 483, 33 and Lot 113 Nanoose Land District as shown on the map attached as **Appendix B**. The maximum volume that may be available under the Licence referred to in Section 3.1 will be up to 15,000 cubic meters over 5 years.

3.3 A Licence entered into as a result of an invitation under section 3.1 will be for a term of five years.

- 3.4 The Minister may invite the Snaw-naw-as First Nation to apply for a subsequent Licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.
- 3.5 An invitation to apply for a licence(s) and any licence(s) entered into as a result of the invitation to apply under this Agreement may be combined with a tenure opportunity included in any other agreement in accordance with the *Forest Act*.
- 3.6 The Parties acknowledge that the Snaw-naw-as First Nation's objective is to pursue a woodlot licence within its Traditional Territory. During the term of this agreement, the Parties will discuss the possibility of establishing a woodlot for the Snaw-naw-as First Nation.

4.0 Consultation Regarding Operational and Administrative Decisions and Plans

- 4.1 The Snaw-naw-as First Nation is entitled to full consultation with respect to all potential infringements of its Treaty Rights arising from any Operational or Administrative Decisions or Plans.
- 4.2 The Parties agree to adopt the following consultation process to address both Operational and Administrative Decisions or Plans that may affect the Snaw-naw-as First Nation's Treaty Rights within its Traditional Territory.

Operational Plans:

- 4.3 The Government of British Columbia agrees to consult with the Snaw-naw-as First Nation in a timely manner on Operational Plans that may potentially infringe the Snaw-naw-as First Nation's Treaty Rights within the Traditional Territory.
- 4.4 The Snaw-naw-as First Nation agrees to fully participate, as set out in this section, in the review of all Operational Plans provided to it by the Government of British Columbia, and by Licensees.
- 4.5 In reviewing and responding to an Operational Plan submitted to them, the Snaw-naw-as First Nation will, within 60 days, provide the party that supplied the plan with all reasonably available information identifying any potential impacts to its Treaty Rights within its Traditional Territory that may result from the proposed forestry development activities.
- 4.6 Upon receiving the response from Snaw-naw-as First Nation as specified in Section 4.5, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with Snaw-naw-as First Nation any potential infringements of Snaw-naw-as First Nation's Treaty Rights

within the Traditional Territory that may occur as a result of proposed Operational Plans.

- 4.7 If no response is received from Snaw-naw-as First Nation within the 60 day period, then the Government of British Columbia may conclude that Snaw-naw-as First Nation does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.8 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from Snaw-naw-as First Nation, whether received directly or through a Licensee, and will consider whether the concerns identified by Snaw-naw-as First Nation have been addressed.
- 4.9 The Government of British Columbia will advise the Snaw-naw-as First Nation in writing how any concerns raised in 4.6 have been sought to be addressed.

Administrative Decisions:

- 4.10 The Government of British Columbia will provide to the Snaw-naw-as First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year, and either upon the request of the Snaw-naw-as First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, it will provide to Snaw-naw-as First Nation with an updated list.
- 4.11 The Government of British Columbia will meet with the Snaw-naw-as First Nation at mutually agreed times throughout the year to provide an opportunity for the Snaw-naw-as First Nation to make known to representatives of the Government of British Columbia its concerns and comments about the effect of the Administrative Decision(s) on its Treaty Rights within the Traditional Territory.
- 4.12 The Government of British Columbia will include the Snaw-naw-as First Nation in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Arrowsmith Timber Supply Area.
- 4.13 The Snaw-naw-as First Nation agrees to participate in public Timber Supply Review processes by providing all reasonably available information about the extent to which its Treaty Rights within the Traditional Territory may potentially be affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.

- 4.14 If after considering the concerns and comments of Snaw-naw-as First Nation, the statutory decision-maker is of the opinion that an Administrative Decision may infringe Snaw-naw-as First Nation Treaty Rights the statutory decision maker will seek to either address the comments and concerns in the Administrative Decision or through the process contained in Sections 4.3 through 4.8 of this Agreement.
- 4.15 The Government of British Columbia will advise the Snaw-naw-as First Nation in writing how any concerns raised in Section 4.11 have been sought to be addressed.
- 4.16 The Snaw-naw-as First Nation agrees that British Columbia, by adhering to the processes outlined in Section 4, has developed an adequate consultation process for dealing with the Snaw-naw-as First Nation's Treaty Rights in the making of Administrative and Operational Decisions.
- 4.17 Any Administrative Decision made by the Government of British Columbia shall not be interpreted as concurrence by the Snaw-naw-as First Nation unless the Snaw-naw-as First Nation has expressly stated its concurrence.

5.0 Dispute resolution

- 5.1 If a dispute arises between the Government of British Columbia and the Snaw-naw-as First Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 5.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and Snaw-naw-as First Nation.
- 5.3 The Parties may, by mutual agreement, choose other appropriate approaches to assist in reaching agreement on the interpretation dispute.

6.0 Amendments

- 6.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 6.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

7.0 Term

- 7.1 This Agreement will take effect on the date on which the last Party has executed it.

- 7.2 This Agreement will terminate on the occurrence of the earliest of any of the following events: suspension, cancellation, expiry or termination of the Licence; 90 days notice; or mutual agreement of the Parties.
- 7.3 Prior to the expiry of the 90 days following notice of termination under Section 7.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the notice of termination.
- 7.4 The Government of British Columbia will not terminate this Agreement on the grounds that the Snaw-naw-as First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

8.0 Notice

- 8.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other as in this section of the Agreement.
- 8.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 8.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Forests and Range
P.O. Box 9525 STN PROV GOVT
Victoria, B.C. V8W 9C3
Telephone: (250) 387-3656 / Facsimile: (250) 953-3687

Snaw-naw-as First Nation

Chief and Council
Snaw-naw-as First Nation
209 Mallard Way
Lantzville, BC V0R 2H0
Telephone: (250) 390-3661 / Facsimile: (250) 390-3365

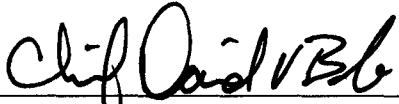
9.0 Miscellaneous

- 9.1. Where, as part of the consultation process outlined above, the Snaw-naw-as First Nation presents information to the Government of British Columbia about the exercise of its Treaty Rights and requests that this information be kept confidential, the Government of British Columbia will, subject to the provisions of Provincial freedom of information and privacy legislation, adhere to that request.
- 9.2. Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that improperly fetters the statutory discretion of any government decision-maker.
- 9.3. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and does not, except as otherwise provided in this agreement, recognize, affirm or deny the existence of any treaty or Aboriginal right, including aboriginal title.
- 9.4. This Agreement will not limit the position that a party may take in future negotiations or court actions.
- 9.5. Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 9.6. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 9.7. This Agreement shall be governed by the applicable laws of British Columbia and Canada.

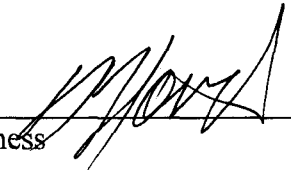
Signed on behalf of:

Snaw-naw-as First Nation:

Date: Aug 27.08



Chief David Bob



Witness

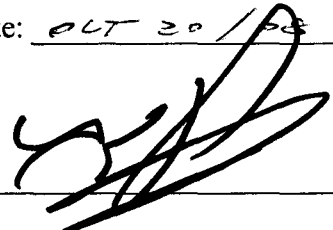
Signed on behalf of:

Government of British Columbia

Date: Oct 20 / 08



Honourable Pat Bell
Minister of Forests and Range



Witness

APPENDIX A MAP OF SNAW-NAW-AS TRADITIONAL TERRITORY

**ASSERTED FIRST NATIONS
TRADITIONAL TERRITORIES,
MCF SOUTH ISLAND FOREST DISTRICT
NANOOSE/SNAW-NAW-AS FIRST NATION**

Map last updated August 15th, 2005
Source: Nanoose/Snaw-naw-as Representatives

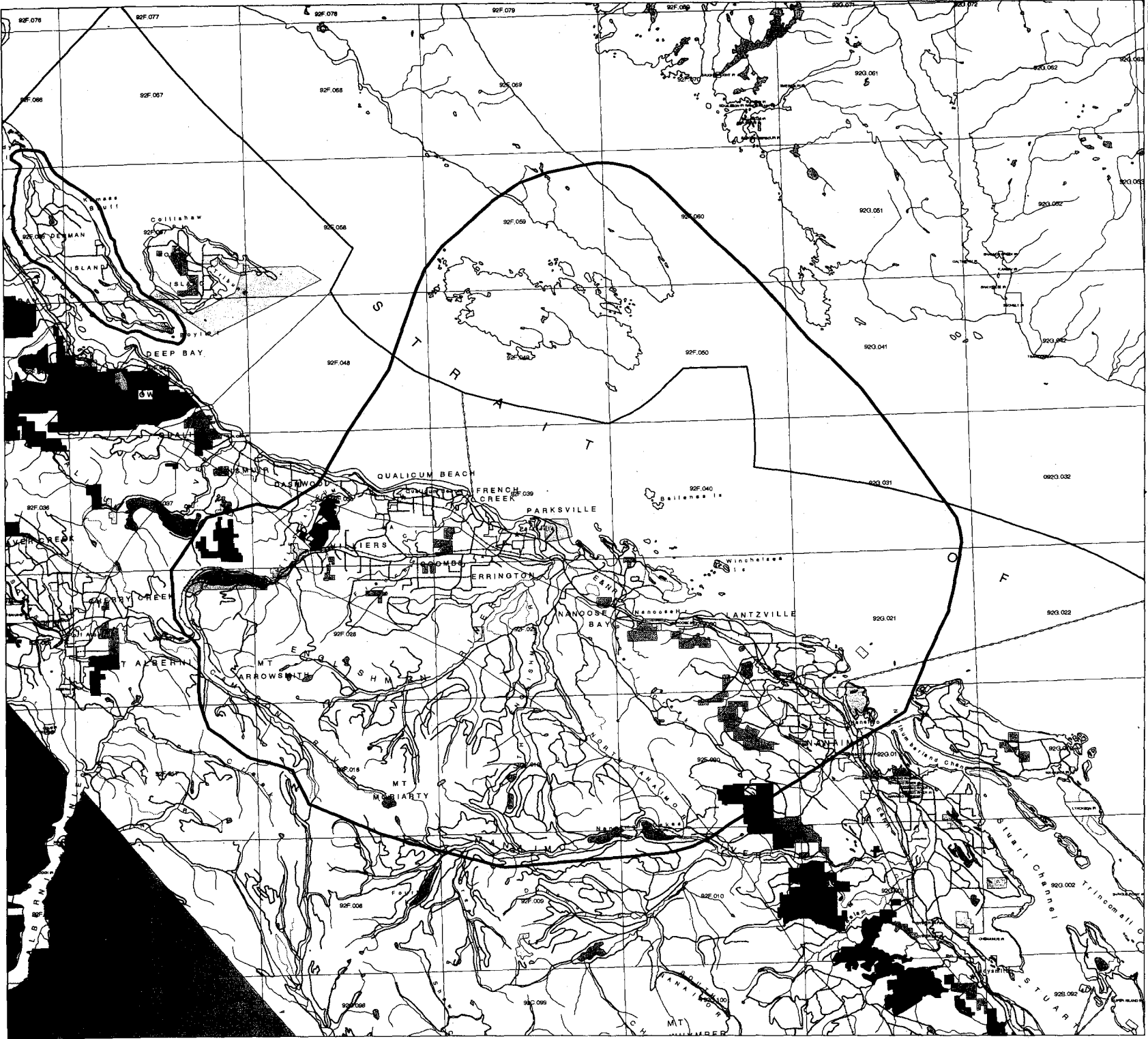
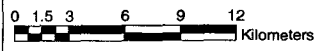


Legend

- Asserted/Snaw-naw-as First Nation
- BC Indian Reserves
- Provincial Parks
- National Parks
- Community Forests**
- Community Forests
- Major Licenses**
- FOREST_FL**
- A19294
- A19235
- BCTS Admin Areas**
- BCTS Admin Areas
- Tree Farm Licenses**
- FOREST_FL**
- TFL19
- TFL25
- TFL44
- TFL46
- TFL54
- TFL57
- Woodlots
- Road, Island District
- Coast, Region



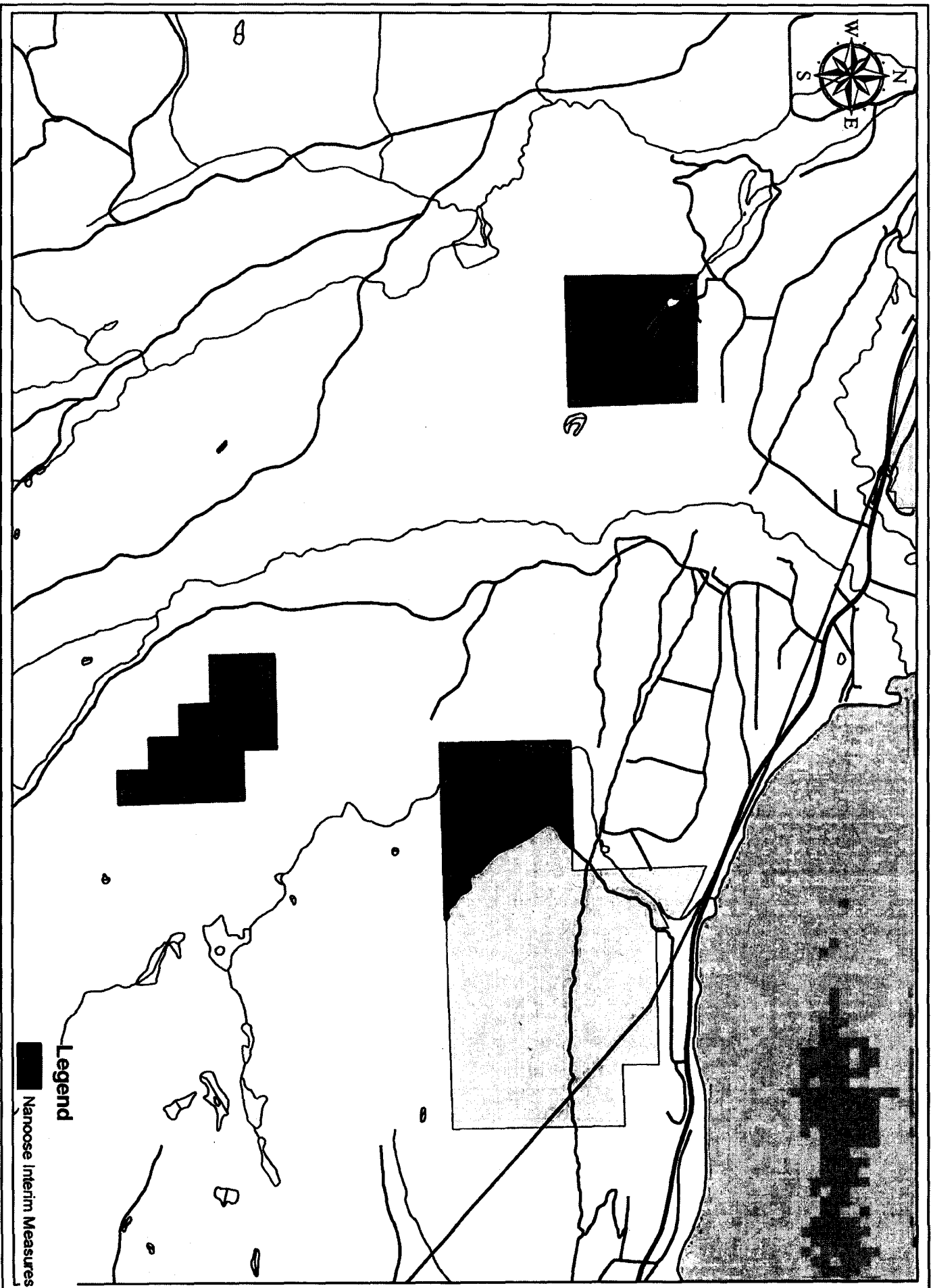
This map is not intended to create, recognize, limit or deny any aboriginal right, including title, that First Nations may have or impose any obligations on Province of British Columbia, the Ministry of Forests or alter the legal status, or resources within the Province or the existing legal authority of BC. First Nations update and modify periodically their asserted traditional territory boundaries, and although every effort has been made to ensure the accuracy, currency and reliability of the content, MCF accepts no responsibility in that regard.



**APPENDIX B – LANDS FOR FOREST LICENCE FOR THE SNAW-NAW-AS
FIRST NATION**

Nanose Interim Measures Agreement.

Scale 1:30000



APPENDIX C:

Description and Documentation pertaining to the Intended Holder of the licence

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license:

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

-
- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
 - (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence); and,
 - (iii) Copy of verification that the applicant has the controlling interest in that legal entity.