

Interim Measures Agreement
(the "Agreement")

Between:

Snuneymuxw First Nation
As represented by
Chief and Council
("Snuneymuxw 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:

- In the spirit of the New Relationship and the Transformative Change Accord, the Province of British Columbia and Snuneymuxw First Nation have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal peoples. This will require strengthened relationships between Snuneymuxw First Nation and the Province of British Columbia, based on enhanced collaboration, effective working partnerships and mutual respect and accountability.
- This Agreement, and the opportunity flowing from it, is intended to assist the Snuneymuxw First Nation in achieving progress towards these shared goals of closing the socioeconomic gaps, and, in particular, is intended to assist the Snuneymuxw First Nation in addressing immediate priorities of the community, by increasing Snuneymuxw First Nation's participation in the forest and range sectors.
- The Snuneymuxw First Nation has Douglas Treaty rights to keep for its own use its village sites and enclosed fields, to hunt over unoccupied lands, and to carry on its fisheries as formerly.
- Snuneymuxw First Nation also asserts aboriginal rights and title throughout its traditional territory.
- The Snuneymuxw First Nation is currently negotiating a modern, comprehensive treaty under the British Columbia Treaty Process.

- BC Timber Sales is supportive of considering options for Snuneymuxw First Nation to pursue economic opportunities within the Arrowsmith Timber Supply Area.

Therefore the Parties agree as follows:

1.0 Definitions

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

1.1 "Treaty Rights" means the Douglas Treaty rights of the Snuneymuxw First Nation to keep for its own use its village sites and enclosed fields, to hunt over unoccupied lands, and to carry on its fisheries as formerly.

1.2 "Administrative Decision" means one or more of the following decisions made by a statutory decision maker under Provincial 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.

1.3 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.

1.4 "Licence" means the forest tenure that may be entered into pursuant to section 3 below.

1.5 "Licensee" means a holder of a Forest Tenure or a Range Tenure.

1.6 "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 Snuneymuxw First Nation's Traditional Territory.

1.7 "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 Snuneymuxw First Nation's Traditional Territory.

1.8 "Traditional Territory" means the Snuneymuxw First Nation's asserted Traditional Territory as shown in bold black on the map attached to this Agreement as **Appendix A**.

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 increase the participation of the Snuneymuxw First Nation in the forest sector; and
- 2.2 provide an economic opportunity through a forest tenure to the Snuneymuxw First Nation.

3.0 Economic Opportunity to the Snuneymuxw First Nation

During the term of this Agreement, British Columbia will provide the following economic opportunity to the Snuneymuxw First Nation:

3.1 Forest Tenure

After the execution of this Agreement the Minister will invite the Snuneymuxw First Nation, or such legal entity as the Snuneymuxw 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 11,000 cubic meters in the Arrowsmith Timber Supply Area.

- 3.2 For greater certainty, the licence opportunity will be located within the Licence of Occupation 1413242 and located on portions of Block 18, 202, 250 and 271 Douglas 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 11,000 cubic meters over one year.

- 3.3 A Licence entered into as a result of an invitation pursuant to section 3.1 will be for a term of one year.

- 3.4 The Minister may invite the Snuneymuxw First Nation to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiry of the initial Licence referred to in section 3.1.
- 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 may explore whether there are other forestry related economic opportunities for the Snuneymuxw First Nation within the Snuneymuxw Traditional Territory. Either party may identify forestry opportunities pursuant to this objective and the parties will meet at mutually agreed times to consider the merits of such opportunity (ies).

4.0 Consultation Regarding Operational and Administrative Decisions and Plans

- 4.1 The Snuneymuxw 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 Snuneymuxw First Nation's Treaty Rights within its Traditional Territory.

Operational Plans:

- 4.3 The Government of British Columbia agrees to consult with the Snuneymuxw First Nation in a timely manner on Operational Plans that may potentially infringe the Snuneymuxw First Nation's Treaty Rights within the Traditional Territory.
- 4.4 The Snuneymuxw 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 it, the Snuneymuxw First Nation will, within 60 days, provide the party that supplied the plan with 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 a response from Snuneymuxw First Nation as specified in section 4.5, the Government of British Columbia and/or the Licensee will

discuss with Snuneymuxw First Nation and attempt to resolve with Snuneymuxw First Nation any potential infringements of Snuneymuxw 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 Snuneymuxw First Nation within the 60 day period, then the Government of British Columbia may conclude that Snuneymuxw 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 possesses or receives from Snuneymuxw First Nation concerning potential impacts on its Treaty Rights, whether received directly, through a Licensee or otherwise, and whether received pursuant to section 4.6 or otherwise, and the Government of British Columbia will consider whether the concerns identified by Snuneymuxw First Nation with respect to the potential impacts of the Operational Plan on its Treaty Rights have been accommodated, or have been addressed.
- 4.9 After making a final decision on an Operational Plan, the Government of British Columbia will advise the Snuneymuxw First Nation in writing of the decision and how any concerns raised pursuant to section 4.6 have been addressed.

Administrative Decisions:

- 4.10 The Government of British Columbia will provide to the Snuneymuxw First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year, and either upon the request of the Snuneymuxw First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, it will provide to Snuneymuxw First Nation an updated list.
- 4.11 The Government of British Columbia will meet with the Snuneymuxw First Nation at mutually agreed times throughout the year to provide an opportunity for the Snuneymuxw First Nation to make known to representatives of the Government of British Columbia its concerns and comments about the effect of the listed Administrative Decision(s) on its Treaty Rights within the Traditional Territory. Meetings will take place such that the Government of British Columbia can consider and appropriately address any concerns raised by Snuneymuxw First Nation with respect to the proposed Administrative Decisions in question.

- 4.12 The Government of British Columbia will include the Snuneymuxw 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 Snuneymuxw First Nation agrees to participate in public Timber Supply Review processes by providing 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 Snuneymuxw First Nation, as well as any other pertinent information in its possession concerning the potential impacts of an Administrative Decision on the Treaty Rights of the Snuneymuxw First Nation, the statutory decision-maker is of the opinion that an Administrative Decision may infringe Snuneymuxw First Nation Treaty Rights, the statutory decision maker will address the comments and concerns, including, if appropriate, options for accommodating the Snuneymuxw First Nation Treaty Rights, either in the Administrative Decision or through the process contained in Sections 4.3 through 4.8 of this Agreement.
- 4.15 After making an Administrative Decision, the Government of British Columbia will advise the Snuneymuxw First Nation in writing of the Administrative Decision and how any concerns raised by Snuneymuxw First Nation pursuant to section 4.11 have been addressed.
- 4.16 The Snuneymuxw First Nation agrees that collectively, the procedures outlined in Section 4 constitute an adequate consultation process for addressing the Snuneymuxw First Nation's Treaty Rights in the making of Administrative and Operational Decisions.
- 4.17 Any Operational or Administrative Decision made by the Government of British Columbia shall not be interpreted as concurrence by the Snuneymuxw First Nation unless the Snuneymuxw 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 Snuneymuxw 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 Snuneymuxw 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, 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 Snuneymuxw 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

Snuneymuxw First Nation

Chief and Council
Snuneymuxw First Nation
668 Centre Street
Nanaimo, BC V9R 4Z4
Telephone: (250) 740-2300 / Facsimile: (250) 753-3492

9.0 Miscellaneous

- 9.1. Where, as part of the consultation process outlined above, the Snuneymuxw 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:

Snuneymuxw First Nation:

Date: August 10, 2009

Viola Wyse
Chief Viola Wyse

Edith Leeming
Witness

Signed on behalf of:

Government of British Columbia

Date: SEPT 14/09

Pat Bell
Honourable Pat Bell
Minister of Forests and Range

[Signature]
Witness

APPENDIX A: MAP OF SNUNEYMUXW TRADITIONAL TERRITORY

**APPENDIX B – LANDS FOR FOREST LICENCE FOR THE SNUNEYMUXW
FIRST NATION**

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:

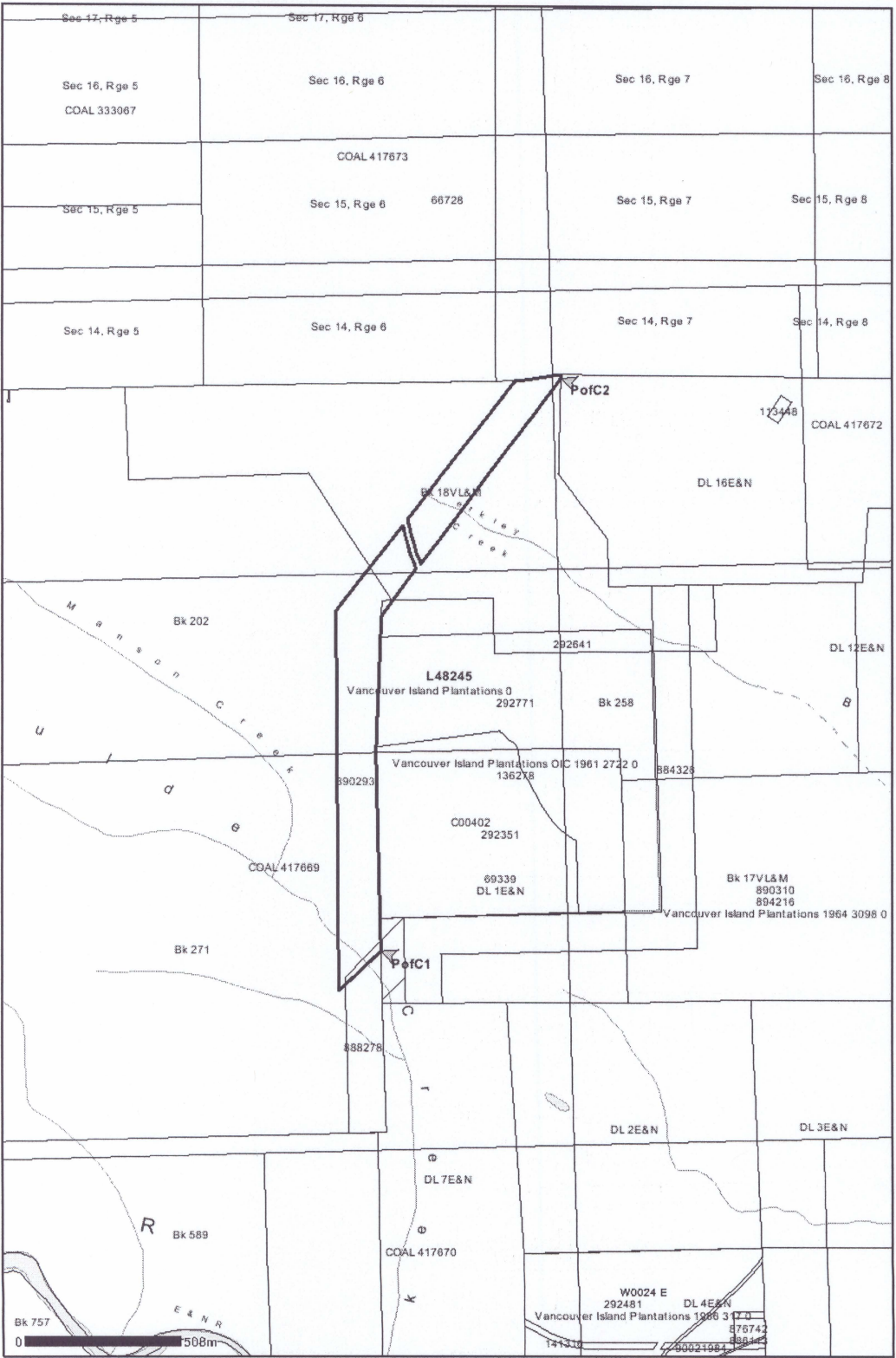
A) Applicant for the license:

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.

MAP OF : L48245 (shown in bold black)			
FOREST REGION : RCO FOREST DISTRICT : DSI	TSA : 38 LAND DISTRICT : DOUGLAS DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 38
ESF SUBMISSION ID : 621485 BCGS MAPSHEET NO : 92F.010	SCALE : 1:20000 at A Size Area (Ha): 26.991	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Jun 15, 2009



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

L48245 (26.991 Ha)
PofC1 UTM10 426376, 5437838
PofC2 UTM10 427040, 5439671