



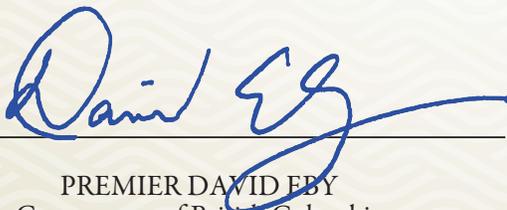
yixmetštəm tisk^wat

(we are going to take care of tisk^wat)

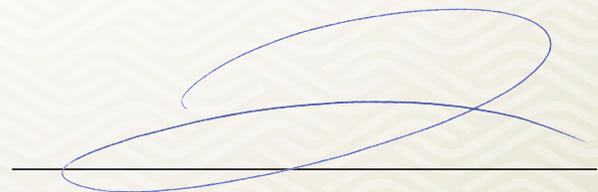
A memorandum of understanding between
Tla'amin Nation and British Columbia respecting
tisk^wat

ON THIS DAY OCTOBER 27, 2023

Recognizing the importance of tisk^wat to the Tla'amin Nation as a former village site and site of historical and contemporary social, cultural, and economic significance, British Columbia and Tla'amin Nation will work in partnership and through engagement with other partners to support stewardship and mutually beneficial economic development at tisk^wat.



PREMIER DAVID EBY
Government of British Columbia



HEGUS JOHN HACKETT
Tla'amin Nation



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A memorandum of understanding between Tla'amin Nation and British Columbia respecting tisk^wat

WHEREAS:

- A. Tla'amin Nation, Canada and British Columbia have entered into the Tla'amin Treaty as Treaty Partners. The Treaty provides a foundation for reconciliation and establishes government-to-government relationships based on mutual respect and recognition of established and inherent section 35 rights.
- B. The Partners wish to promote and enhance economic reconciliation and environmental stewardship in the Tla'amin Area and at tisk^wat.
- C. British Columbia is committed to using a whole-of-government approach to supporting its treaty partnership with Tla'amin Nation.
- D. The General Provisions chapter of the Tla'amin Treaty provides for information sharing between British Columbia and the Tla'amin Nation.

THEREFORE THE TREATY PARTNERS COMMIT:

VISION

1. Recognizing the importance of tisk^wat to the Tla'amin Nation as a former village site and site of historical and contemporary social, cultural, and economic significance, British Columbia and Tla'amin Nation will work in partnership and through engagement with other partners to support stewardship and mutually beneficial economic development at tisk^wat.

GOALS

2. The goal of this MOU is to provide the framework for collaborative discussions and development of processes and other constructive arrangements to advance:
 - i. Tla'amin's long-term stewardship relationship and goals for tisk^wat;
 - ii. Tla'amin's economic development goals for tisk^wat; and
 - iii. Tla'amin's long-term objectives for the repossession of tisk^wat.

COLLABORATION FORUM

3. The Partners will establish a forum to facilitate government-to-government engagement in support of the goals of this MOU. The Partners will use the forum to:
 - i. Identify solutions to address specific environmental management, resource stewardship and economic development issues and opportunities as they may arise at tisk^wat;
 - ii. Develop workplans, processes and working groups to support the implementation of the MOU;
 - iii. Exchange information related to provincial permits, authorizations, and decisions related to tisk^wat, and information related to remediation processes and contaminated sites at tisk^wat;
 - iv. Facilitation and exchange of information related to the goals of this MOU;
 - v. Explore funding opportunities to support the implementation of the goals in this MOU; and
 - vi. Address other related matters as they may arise from time to time.



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4. The forum will be co-chaired by Tla'amin Nation and British Columbia as represented by the Ministry of Indigenous Relations and Reconciliation. The forum will meet regularly, and at least once every two months, and will be made up of representatives from Tla'amin Nation and British Columbia, including:
 - i. IRR (Strategic Partnerships and Initiatives Division);
 - ii. JEDI (Major Investments Office);
 - iii. ENV (Environmental Protection Division);
 - iv. EMLI (Electricity and Alternative Energy Division);
 - v. WLRS (Land Use Policy, Planning and Ecosystems Division);
 - vi. FOR (Forest Sector Division); and,
 - vii. Other provincial ministries as needed to meet the goals and objectives of the MOU.

TERM

5. This MOU commences on the Effective Date and expires 2 years after the Effective Date; or where either Partner provides 30 days notice to terminate the MOU.
6. The Partners will meet prior to the expiry of this MOU to discuss any extension to this MOU.

GENERAL PROVISIONS

7. This MOU:
 - i. Does not constitute a treaty or land claim agreement within the meaning of section 25 or 35 of the Constitution Act, 1982;
 - ii. Does not create, define, limit, amend, abrogate or derogate from Tla'amin Nation's treaty rights;
 - iii. Does not limit the Partners' participation in other discussions or negotiations related to tisk^wat or the Tla'amin Area;
 - iv. Does not represent a consultation agreement for any provincial authorization or statutory decision;
 - v. May be amended in writing by mutual agreement of the Partners;
 - vi. May be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one MOU; and
 - vii. Is not legally binding and does not create any legal obligations on the part of any Partner.

DEFINITIONS

8. In this MOU:
 - “tisk^wat” includes any and all parts of the former mill site, the existing hydro-electric dam and interconnected lands and waters supporting the existing and future infrastructure at these sites (as illustrated in Schedule A)
 - “Tla'amin Area” has the same meaning as in the Tla'amin Treaty.
 - “Tla'amin Treaty” means the Tla'amin Final Agreement ratified by each of the Tla'amin Nation, Canada and British Columbia, and includes any amendments from time to time.

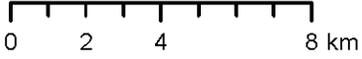
SCHEDULE A:

tiskwat Reasonable Opportunity Agreement

Legend

-  tiskwat
-  0a? yet
-  la?amin Lands
-  Highway 101

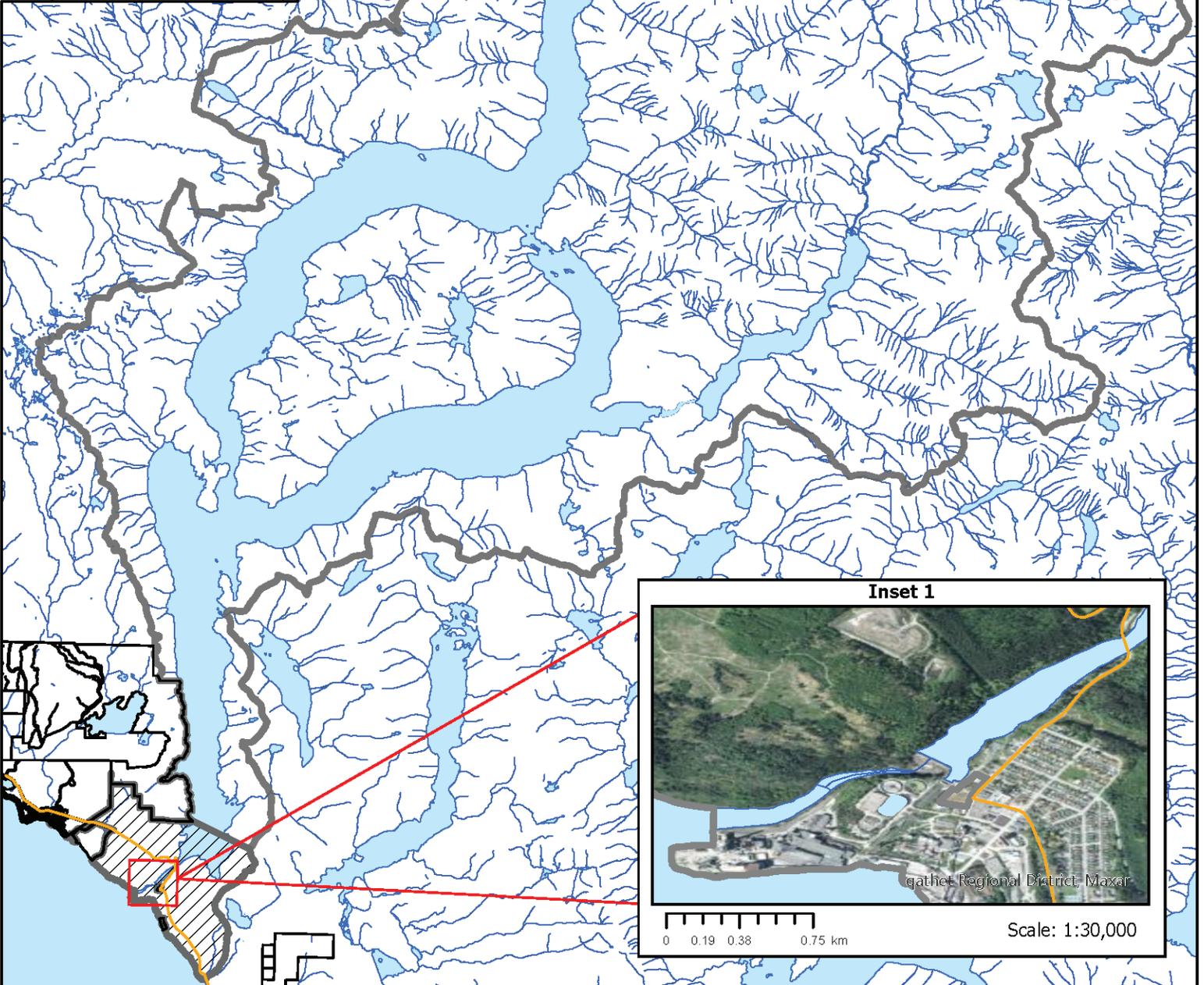
Scale: 1:200,000



Base map derived from the Freshwater Atlas and 1:20 000 Terrain Resource Information Management (TRIM)

Spatial Reference:
NAD 1983 UTM Zone 10N
North American 1983
Transverse Mercator
Central Meridian: -123.0000
False E: 500,000.0000
False N: 0.0000
Scale Factor: 0.9996
Map Units: Meter

Note: This map does not include all of the tiskwat community



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