



MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING WITH RESPECT TO STZ' UMINUS FIRST NATION AND THE TOWN OF LADYSMITH RELATIONS AND PARTNERSHIPS

BETWEEN:

STZ'UMINUS FIRST NATION
12611 Trans Canada Highway
Ladysmith, British Columbia
V7T 1A2

and

TOWN OF LADYSMITH
PO Box 220, 410 Esplanade
Ladysmith, British Columbia
V9G 1A2

("Stz'uminus First Nation")

("Town")

(Collectively referred to as the "Parties")

GIVEN THAT:

- A. The Parties are engaged in discussions toward establishing a long-term, meaningful relationship in relation to their respective communities;
- B. The Parties wish to work collaboratively to support their respective communities' goals and objectives in a principled manner;
- C. Each of the Stz'uminus First Nation and the Town respects the lawful jurisdiction of the other Party;
- D. The Stz'uminus First Nation, the Town and the Province of British Columbia have engaged in discussions as reflected in this Memorandum of Understanding respecting:
 - (a) Liquid Waste Management Plan Approval;
 - (b) IR 12 (Oyster Bay) and IR 13 (Kulleet Bay and Shell Beach) Water/Sewer Services Agreement;
 - (c) Holland Lake-Stocking Lake Pipeline Agreement;
 - (d) Watershed management;
 - (e) Operational services, such as building inspection, and water meter reading;
 - (f) Boundary extension;

- (g) Ladysmith Harbour clean-up;
 - (h) DL 651 Partnership;
 - (i) Uniform bylaws for the protection of environment;
 - (j) Explore mutual funding opportunities;
 - (k) OCP consultation;
 - (l) South Ladysmith Stz'uminus First Nation (Crown) Land development;
 - (m) Incremental Treaty Process;
 - (n) Inclusion of First Nation's heritage/culture;
 - (o) Emergency Preparedness.
- E. The Parties intend this Memorandum of Understanding to set out their mutual expectations and goals in relation to the matters contained herein;
- F. The Memorandum of Understanding is to be read in the context of the Naut'Sa Mawt (Working Together) Community Accord and the Cooperation Protocol between the parties, and the principles stated therein;

THE PARTIES AGREE AS FOLLOWS:

Guiding Principles

1. In relation to the matters expressly addressed in this Memorandum of Understanding, the following principles apply:
 - (a) The Stz'uminus First Nation has constitutionally protected rights and it asserts aboriginal rights and title to its traditional territory; and
 - (b) The Town is a municipality with governance authorities as set out in Provincial legislation; and
 - (c) The Stz'uminus First Nation is a first nation with governance authority under federal law and rights of a self-governing nation; and,
 - (d) The Stz'uminus First Nation and the Town have mutual interests and shared objectives; and
 - (e) The Stz'uminus First Nation and the Town are building a working relationship based on mutual respect, cooperation, friendship, and trust; and

- (f) The Stz'uminus First Nation and the Town wish to further their relationship by entering into this Memorandum of Understanding following up on the Community Accord and Cooperation Protocol.

Liquid Waste Management Plan Approval

- 2. (a) The Stz'uminus First Nation supports the Town's Liquid Waste Management Plan.
- (b) The Town will provide the Stz'uminus First Nation with capacity in the Town's Waste Treatment Plant upgrade, in order to provide IR 12 and IR 13 with sanitary sewer services to facilitate the orderly and efficient development of IR 12 and IR 13.
- (c) The Stz'uminus First Nation will on the reference date of an agreement between the parties with respect to section 3(c) deliver to the Province of British Columbia a letter supporting the Town's Liquid Waste Management Plan.

IR 12 AND IR 13 Water/Sewer Services Agreement

- 3. (a) The Town will provide water and sanitary services
 - (i) for 1000 connections to the Stz'uminus First Nation's IR12 Reserve Lands (Oyster Bay); and
 - (ii) for 500 connections to the Stz'uminus First Nations IR13 Reserve Lands (Kulleet Bay and Shell Beach) Lands, plus potential capacity for additional units in the future,

at the same level of service the Town provides to lands and occupants throughout the Town, on generally the same terms and conditions, and subject in all respects to the same limitations, as are applicable to the provision of these services to lands in the Town and to occupants of those lands, after the Town completes the upgrade of its sewer and water capacity.
- (b) The parties will develop the phraseology of mutually satisfactory services agreements to implement sub-paragraphs (a)(i) and (ii).
- (c) Despite section 3(a), and until the parties can enter into the agreements under section 3(b), the parties will enter into an interim water and sewer services agreement for the Town to provide such services for the first 100 connections (of the total number of 1000 connections) for water and sewer for use by the Stz'uminus First Nation on IR 12 (Oyster Bay). This interim agreement will be amalgamated with the final comprehensive agreement referred to in section 3(b).

Holland Lake – Stocking Lake Pipeline Agreement

4. The Stz'uminus First Nation will, on the reference date of an agreement to provide water and sanitary sewer services under section 3(c), deliver to the Province of British Columbia a letter to support the Town's proposal to construct, install, operate, and maintain and repair a potable water pipeline between Holland Lake and Stocking Lake.

Watershed Management

5. The Stz'uminus First Nation and the Town will work together and facilitate stakeholders (e.g. other government agencies and private land owners) to develop a watershed management plan in relation to the Town's water service and commitments under its LWMP, and the Town will manage the plans and the services.

Operational Services

6. (a) In the Water and Sewer Services Agreement referred to in section 3(b), the parties may include provision by the Town of other services of an operational nature, including building inspection and water meter reading. Other services that may be discussed include preparation of tax notices, bylaw enforcement, police services or other matters. The Agreement will also include provision by Stz'uminus First Nation of services to the Town including but not limited to operational services. It is the intent to reduce duplication of services to the extent feasible.
- (b) The parties will develop phraseology for a mutually satisfactory set of provisions for operational services to be included in the services agreement.

Boundary Extension

7. (a) The Stz'uminus First Nation supports the extension of the Town's boundaries in the area shown on Schedule A, subject to the satisfactory conclusion of discussions between Stz'uminus First Nation and third parties.
- (b) The Stz'uminus First Nation will on the reference date of the agreement made between the parties under section 3(c) deliver to the Province of British Columbia a letter to support the boundary extension.

Ladysmith Harbour Clean-Up

8. The Stz'uminus First Nation and the Town will work together to utilize their jurisdiction, resources and capacity to work with the Federal and Provincial governments agencies and the private sector to take such action as may be necessary to move in the direction of ultimately restoring Ladysmith Harbour to its original natural state, subject to the limited financial resources of each of the parties.

DL 651 Partnership

9. (a) The Stz'uminus First Nation and the Town will continue their discussions on utilizing DL 651 for the purposes of cleaning up Ladysmith Harbour, further to section 8, and ultimately for the purpose of an expanded marina as a joint project in which both will have a significant role and interest.
- (b) The parties will develop the phraseology of a mutually satisfactory DL 651 partnership agreement.

Uniform Bylaws for the Protection of Environment

10. (a) The Stz'uminus First Nation and the Town will consult on the desirability of harmonizing and making uniform a number of regulatory bylaws that would apply in the Town and on the Reserve in relation to the protection of the environment or other regulatory matters.
- (b) Both the Town and Stz'uminus First Nation will follow the commitments under the LWMP (e.g. source point control bylaw).
- (b) Subject to its ongoing discussions on land use and management leading to its land code, the objective of the Stz'uminus First Nation is that every person on the Reserve who uses water obtained from the Town water supply system act consistent with orders or bylaws respecting water use restrictions and orders or bylaws respecting fire protection and building safety.

Explore Mutual Funding Opportunities

11. Each of the parties has access to unique funding opportunities for capital works, including infrastructure, facilities and services. The parties will work together on an overarching mutual funding opportunity plan.

Official Community Plan Consultation

12. Under section 879 of the *Local Government Act*, the Town will consult with the First Nation on amendments to the Town's Official Community Plan by providing the First Nation with early and ongoing opportunities to make submissions to the Town in relation to the preparation of an Official Community plan amendment, to attend a meeting with the Town's staff if desired by the First Nation, and to make submissions at the formal public hearing if the First Nation so desires.

South Ladysmith Stz'uminus First Nation (Crown) Land Development

13. The parties will develop the phraseology of a mutually satisfactory servicing agreement and development plan in respect of the South Ladysmith Crown Land Development by the Stz'uminus First Nation.

Incremental Treaty Process

14. (a) The Stz'uminus First Nation will consult with the Town in relation to the Incremental Treaty Process on the same basis as the Town consults with the First Nation in relation to Official Community Plan amendments under section 12.
- (b) Without limiting paragraph 9(b) or 14(a), the Parties may develop partnerships in relation to Crown Land located within the Town, and in this regard may develop the phraseology of a mutually satisfactory partnership agreement for each partnership.

Inclusion of First Nation's Heritage/Culture

15. (a) The Town acknowledges and agrees that the Stz'uminus First Nation's heritage and culture will be reflected in each of the agreements, plans and understanding reached by the parties under this Memorandum of Understanding.
- (b) The parties will provide for the formal recognition of Stz'uminus First Nation within the Town.

Emergency Preparedness.

16. The parties will work together to enhance the Cowichan Valley Regional District's emergency preparedness plan.

Land Use Strategy

17. The Stz'uminus First Nation and the Town will work together towards land use policy harmonization in the context of the Town's Official Community Plan, the Stz'uminus First Nation's Oyster Bay Land Use Plan and Smart Growth Principles, recognizing that each is subject to laws and statutory requirements and each is an independent government whose discretion cannot be fettered.

General

18. This Memorandum of Understanding is not a binding legal agreement. It does not define, create, recognize or amend the rights of the Parties. This Memorandum of Understanding is not intended to be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*. Nothing in this Memorandum of Understanding, or anything done based on it, is to be taken as limiting, interfering with, or derogating from the constitutionally protected rights of Stz'uminus First Nation and the assertion by it of its aboriginal rights and title to its traditional territory.
19. Nothing in this Memorandum of Understanding obliges the Town to act in a manner inconsistent with Provincial legislative and Town bylaw regulatory jurisdictions or authorities.

20. Nothing in this Memorandum of Understanding obliges the Stz'uminus First Nation to act in a manner inconsistent with applicable laws or regulatory or other authorities having jurisdiction with respect to Stz'uminus First Nation and its affairs.
21. For greater certainty, this Memorandum of Understanding will not be interpreted in a manner which fetters the discretion of statutory decision makers.

Public Messaging

22. Given that the Parties are engaged in discussions toward establishing a long-term, meaningful relationship in relation to their respective communities, the Parties will work together in relation to constructive positive public messaging in respect of this Memorandum of Understanding and the agreements arising out of it.

Schedules

23. The following schedules are attached to and form part of this Memorandum of Understanding:

(a) Schedule A – Boundary Extension Area

EXECUTED in Ladysmith, British Columbia on the 22nd day of October, 2012.

On behalf of the STZ'UMINUS FIRST NATION

On behalf of the TOWN OF LADYSMITH

John Elliott
Roxanne Harris
[Signature]
[Signature]
[Signature]
Harvey Seymour SR
[Signature]
Kevin Fiedler

[Signature]
David Wood
[Signature]
Dick Pott
[Signature]
[Signature]
Blenda M. Patterson

Schedule A
Boundary Extension Area

