

The November 7, 2023, Regular Meeting of Council agenda included the release of information regarding the abandonment of the water lot lease 106431, file 1407751, from the Closed Meeting of Council, held July 4, 2023.

As per Council's Procedure Bylaw, members of the public were permitted to ask questions of Council regarding this and any other agenda items during Question Period.

Due to the early adjournment of Question Period, some of those in attendance may not have had the opportunity to ask questions.

Reference materials were provided to Mayor and Council to help the Mayor answer as many questions as possible. In the interest of answering potential questions, the following Q & A's have been created from those materials.

Q. Has Council voted on and/or made a decision to abandon the lease?

A. Council authorized the assignment of the lease to Stz'uminus to support reconciliation in August 2022 and the abandonment of the lease for the same purpose on July 4, 2023. At the November 7, 2023, Council meeting, the Council was "rising and reporting" on the July 4th decision.

Q. Has the lease been abandoned? If so when?

A. The lease will be abandoned as of December 31, 2023.

Q. Why did the Town originally decide to transfer the lease and then later decide to abandon it? What is the difference between "abandon" and "transfer"?

A. Provincial rules for Crown land leases allow the Town to end the lease in a variety of ways. The mechanism of transfer or abandonment was to achieve the same purpose; to allow Stz'uminus to reclaim their land.

Q. Why does the resolution refer to the "Stz'uminus First Nation" when the lease is being transferred to the Coast Salish Development Corporation?

A. The Coast Salish Development Corporation is the economic development agency of the Stz'uminus First Nation and is controlled by the Stz'uminus First Nation.

Q. Why does the resolution say “no later than” December 31, 2023, and why does it call for an agreement with Stz’uminus to allow LMS to stay until December 31st?

A. The resolution allows the lease to be abandoned prior to December 31st with an agreement between Stz’uminus, whereby Stz’uminus would honour the deadline to vacate given by the Town to LMS.

Q. Why would the Town want to abandon the lease prior to December 31st?

A. The resolution is intended to allow Stz’uminus to acquire a lease over the water lot prior to December 31st if the opportunity arises, while honouring the deadline to vacate given to LMS.

Q. Why are there no conditions requiring Stz’uminus to allow LMS to stay past December 31st or to negotiate with LMS?

A. The Town cannot force Stz’uminus to negotiate with LMS or allow LMS to remain on Stz’uminus’ land. Despite having no obligation to do so, Stz’uminus offered LMS an operating agreement, which to the Town’s knowledge was rejected by the LMS.

Q. Why was the decision to abandon/transfer the lease made in-camera?

A. The [Community Charter](#) allows, and in some cases requires, certain matters to be decided and discussed in-camera. This includes the disposition of land and negotiations with the Province.

Q. Why is the Town rising and reporting on this item now?

A. LMS has requested a copy of the resolution. To provide the resolution the Town must first rise and report on the resolution.

Q. Was the public notified that the lease would be abandoned?

A. Yes. Notice of disposition was issued November 25, 2022, in accordance with the *Community Charter*. An additional notice of disposition was also issued November 9, 2023. Press releases were also issued by the Town on November 18, 2022, April 11, 2023, and jointly by Mayor Stone and Chief John Elliot on April 27, 2023. These press releases are available on the [Town’s website](#).

Q. Why has the public not had a chance to comment on or consent to the abandonment/assignment of the lease?

A. There is no legal requirement for the Town to seek public feedback or consent to abandon the lease. There is also no legal requirement for the Town or Province to seek public feedback or consent to return lands to Stz'uminus. The required notice of disposition has occurred and the LMS was provided an opportunity to reach an agreement with Stz'uminus.

Q. How is it legal for the Town to give the land to Stz'uminus and require LMS to leave?

A. The description of the Town 'giving' land is incorrect. The Town has a lease on a Crown water lot. The headlease between the Town and the Province is the only recognized lease over the water lot. LMS is not a party to this lease.

Stz'uminus has the legal right to reclaim lands that were unjustly taken from them and the Province has agreed to return the water lots to them for this purpose. Stz'uminus has no obligation to allow the LMS to stay and the offer to operate and remain within the water lot from Stz'uminus to the LMS was not accepted by the LMS.

Q. I have a boat at the marina, how will the decision to abandon the lease affect me?

A. Please contact the Coast Salish Development Corporation as soon as possible to arrange for moorage after December 31st.

Coast Salish Development Corporation

250-924-2444

Email: info@coastsalishdevcorp.com