

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PROVINCE OF BRITISH COLUMBIA
AND
PORT METRO VANCOUVER
RESPECTING
THE ROBERTS BANK WILDLIFE MANAGEMENT AREA
AND
THE PORT FACILITIES AT ROBERTS BANK**

WHEREAS:

A Roberts Bank is a globally significant ecosystem situated within the Fraser River estuary that contains rich habitat and staging areas that support many species of fish and wildlife, including major commercial, recreational and First Nations salmon fisheries, extensive wildlife populations, and migratory birds using the Pacific Flyway;

B On September 8, 2011 the Province designated Roberts Bank as a Wildlife Management Area (WMA). The purpose of this WMA is to conserve and manage critical habitat for the benefit of regional, national and international significant fish and wildlife species;

C Port Metro Vancouver (PMV) is Canada's largest and most diversified port, trading \$75 billion in goods annually with more than 160 trading economies, generating across Canada an estimated 129,500 jobs, \$6.1 billion in wages, and \$10.5 billion in GDP;

D The Parties wish to support the growth of Asia Pacific trade, including trade through the port facilities at Roberts Bank, in a sustainable manner and in the best interests of British Columbians and Canadians; and

E This Memorandum of Understanding sets forth the Parties' commitments, and describes the process, whereby the Parties will seek to maintain or increase the overall conservation values of the WMA, while maintaining options for future expansion by PMV outside the WMA boundaries.

THEREFORE THE PARTIES UNDERTAKE AND AGREE AS FOLLOWS:

1. The WMA is shown on Schedule 'A' hereto. The WMA is designated and managed under the *Wildlife Act* (BC), and presently includes 8,704


hectares of intertidal and near shore sub-tidal habitat in the Fraser River estuary located adjacent to the Roberts Bank terminal complex and the Tsawwassen ferry terminal facilities. The Roberts Bank terminal complex currently consists of the Deltaport Container Terminal and the Westshore Terminals coal-handling facility.

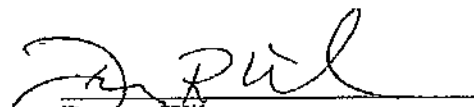
2. PMV projects significant additional container handling capacity will be required at Roberts Bank by 2030. In addition to various near-term capacity improvements planned at the existing Deltaport Container Terminal, PMV is considering an additional multi-berth container terminal at Roberts Bank. In addition, additional coal-handling and other products' capacity may be required at Roberts Bank over the same period.
3. The WMA will be governed by the Roberts Bank Wildlife Management Plan.
4. Future terminal expansion and provincial interests will be subject to all applicable environmental assessment and approval processes. This Memorandum of Understanding in no way prejudices or replaces any future provincial or federal reviews or regulatory processes that could have application to future terminal expansion.
5. The Parties intend to adjust the boundaries of the WMA in a manner that allows for both the future expansion options of the port facilities at Roberts Bank, and retains or increases the scope and/or productivity and use of the WMA.
6. In adjusting the boundaries of the WMA the Parties will consider biophysical and socioeconomic information, acknowledging that natural and human uses are both occurring at Roberts Bank, and that there are linkages among biological, physical and human processes occurring in this area, as described in the *Roberts and Sturgeon Bank Reach Overview* as developed by the Fraser River Estuary Management Program (FREMP) starting in 2009 (Phase 1) and continued in 2011 (Phase2).
7. In adjusting the boundaries of the WMA the Parties shall apply the following principles:
 - a. The intent of the Parties is to achieve no net loss to the existing WMA and, where feasible, to achieve a net gain in the overall size and productivity of the WMA. Where the Parties are unable to achieve both, they will give priority to increasing overall productivity.

- b. Any area(s) proposed to be added shall, wherever possible, be contiguous to the existing WMA;
 - c. Exchanged land productivity is expected to have both present and future value; and
 - d. Any costs associated with establishing and maintaining productivity will be a component of the exchange negotiations.
- 8. The Province will undertake all necessary engagement with relevant stakeholders, including First Nations, which may be required to adjust the WMA as described herein. PMV will assist the Province, as required, with all such engagement activities.
 - 9. The Parties will establish regular monthly meetings, including an agenda and action items, over the term of this Memorandum of Understanding. The objective of these meetings will be to discuss issues and share information in support of adjusting the WMA as described herein. The Parties agree to undertake these discussions in good faith with a view to reaching agreement on the necessary adjustments to the boundary of the WMA. The Parties may, in their discretion, adjust the frequency of the meetings.
 - 10. Each Party will be responsible for its own costs in attending meetings, including the costs to produce documents and materials for review. All reasonable costs incurred by the Province to adjust the WMA, including any additional requirements for legal surveys, will be shared equally.
 - 11. This Memorandum of Understanding will be for a term of one year and the Parties will use best efforts to reach agreement to adjust the WMA boundary within that year. Should the Parties fail to reach agreement as aforesaid, or should they otherwise require, the term may be extended by the written agreement of the Parties.
 - 12. This Memorandum of Agreement may be amended by mutual consent and written agreement between the Parties.
 - 13. Nothing in this Memorandum of Understanding is intended to replace, abrogate or derogate from any of the rights, powers, authorities or jurisdiction of either Party.
 - 14. The Parties will consult on and coordinate with respect to any communication concerning the disclosure or implementation of this Memorandum of Understanding.

15. This Memorandum of Understanding is subject to review and approval by each of the Parties.

EXECUTED BY THE PARTIES THIS 01 DAY OF December, 2011


Jody, Shimkus
Assistant Deputy Minister
MINISTRY OF FORESTS, LANDS
and NATURAL RESOURCE
OPERATIONS


Duncan Wilson
Vice President
Corporate Social Responsibility
VANCOUVER FRASER PORT
AUTHORITY