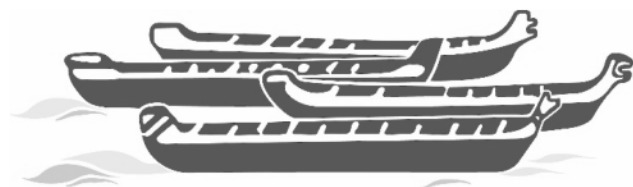


**Stz'uminus First Nation**

**And**

**British Columbia**

**A Reconciliation Agreement**



## **A Reconciliation Agreement**

Between

**Stz'uminus First Nation**  
**as represented by Chief and Council**  
(“Stz'uminus”)

And

**Her Majesty The Queen In Right Of The Province of British Columbia,**  
**as represented by the Minister of Indigenous Relations and Reconciliation**  
(the “Province”)

(individually a "Party" and collectively the "Parties")

This Reconciliation Agreement is dated for reference as of the 31<sup>st</sup> day of March 2022 (the “Effective Date”).

### **Whereas:**

- A. Stz'uminus and the Province are committed to advancing reconciliation based on the recognition and implementation of Stz'uminus Aboriginal rights, including title, recognized and affirmed under section 35 of the Constitution Act, 1982, and upholding the standards for the survival, dignity, and well-being of Indigenous peoples in accordance with the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”), the Calls to Action of the Truth and Reconciliation Commission of Canada, and the BC Declaration on the Rights of Indigenous Peoples Act (the “Declaration Act”);
- B. The Province is looking for new, different and creative ways to collaboratively implement Aboriginal title and other Aboriginal rights, and has empowered its representatives to work with Indigenous communities, including Stz'uminus, to explore all interests and topics to find potential solutions to the problems that have led to conflict in the past;
- C. Stz'uminus and the Province are committed to furthering reconciliation through advancing this work in a respectful, open, principled, pragmatic and collaborative way;
- D. The Parties acknowledge that this Reconciliation Agreement represents one step towards the mutual objective of reconciliation and that the Parties will continue to discuss, and reach agreement, on the topics identified in this Reconciliation Agreement for further discussion, as well as other subjects as agreed upon by the Parties;
- E. Stz'uminus and the Province signed the Term Sheet for Advancing Reconciliation on Lands and Resources on March 11, 2021, which outlined the agreed upon key terms for this Reconciliation Agreement;

- F. Stz'uminus is undertaking investigative work in the Ladysmith Harbour Area to understand the current environmental condition of the lands and the options for possible clean up, including engaging a qualified engineering or environmental firm to prepare a summary report on its findings (the "Engineering Report").

**NOW THEREFORE, the Parties agree as follows:**

**1. Purpose**

- 1.1 The purpose of this Reconciliation Agreement is to provide immediate benefits to Stz'uminus, and to set out a pathway for future negotiations between the Parties to advance long term reconciliation which includes the following:
- (a) the Province providing land and financial benefits to Stz'uminus as set out in sections 3, 4, 6, and 7 of this Reconciliation Agreement;
  - (b) facilitating the partial environmental clean-up of portions of Ladysmith Harbour for the benefit of Stz'uminus members and the general public;
  - (c) exploring new forestry opportunities for Stz'uminus and revenue sharing related to forestry activities within Stz'uminus territory;
  - (d) exploring other opportunities for revenue- sharing arrangements in respect of land and resource use or development in Stz'uminus territory;
  - (e) exploring incremental and transformative steps to reconcile Stz'uminus title, rights, jurisdiction and authority of Stz'uminus people under section 35 of the *Constitution Act, 1982* with the title, rights, jurisdiction, and authority of the provincial and federal governments, which may require trilateral engagement with and the participation of Canada;
  - (f) supporting the cultural, economic and social development of Stz'uminus based on the recognition and implementation of the inherent right of self government of Indigenous peoples recognized and affirmed under section 35 of the *Constitution Act, 1982*;
  - (g) developing a long-term government-to-government relationship between the Province and Stz'uminus through which substantial progress in reconciliation will be advanced consistent with UNDRIP and the *Declaration Act*;
  - (h) achieving greater predictability and certainty for the Parties associated with the potential disposition and development of land currently identified as provincial Crown lands; and
  - (i) supporting the health, education and socio-economic well-being of the Stz'uminus people.

## **2. Interpretation**

### **2.1 In this Reconciliation Agreement;**

- (a) “Area A” means the area shown on Schedule A;
- (b) “Candidate Transfer Lands” means the Crown lands that Stz’uminus identifies it wishes to acquire under this Reconciliation Agreement or a Land Transfer Agreement;
- (c) “Designated Entity” means Coast Salish Development Corporation, or another company incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by Stz’uminus and which Stz’uminus has designated to take ownership of a fee simple title or leasehold interest acquired pursuant to this Reconciliation Agreement or a Land Transfer Agreement;
- (d) “Economic Development Fund” means the payment provided under section 3.1;
- (e) “Effective Date” means the 31<sup>st</sup> day of March 2022;
- (f) “Engineering Report” means the report as defined in Recital F;
- (g) “Final Transfer Lands” means the lands Stz’uminus and the Province agree upon for transfer under a Land Transfer Agreement from the Candidate Transfer Lands proposed by Stz’uminus;
- (h) “Initial Appraised Value” means the fair market appraised value as of March 11, 2021 for Candidate Transfer Lands;
- (i) “Land Transfer Agreement” means the agreement or agreements to implement the Crown or private land disposition based on the mandate referred to in section 4 of this Reconciliation Agreement, which will include one or more of those terms set out in Schedule “B” and other terms as agreed between the Parties;
- (j) “Land Value” means the value as defined in section 4.1;
- (k) “Reconciliation Agreement” means this Reconciliation Agreement; and
- (l) “Remediation Funding” has the meaning set out in section 6.1.

## **3. Immediate Financial Benefits**

- 3.1 The Province will provide \$3 million in funding to Stz’uminus or a Designated Entity upon signing of this Reconciliation Agreement, which will be used by Stz’uminus for economic development purposes (the “Economic Development Fund”).
- 3.2 Stz’uminus acknowledges and agrees that the Economic Development Fund constitutes a contribution by the Province toward a reconciliation of the Province’s and Stz’uminus’ interests, and may be relied upon by the Parties.



## **4. Lands**

### *Land Transfer*

- 4.1 Further to the Province's negotiation mandate, the Province will transfer or dispose of parcels of provincial Crown lands located within Area A, with a fair market value of up to \$28.5 million (the "Land Value") to Stz'uminus or a Designated Entity, in accordance with a negotiated Land Transfer Agreement.
- 4.2 Stz'uminus acknowledges and agrees that the transfer or disposition of lands with a fair market value of up to the Land Value in accordance with a Land Transfer Agreement constitutes a contribution by the Province toward a reconciliation of the Province's and Stz'uminus' interests, and may be relied upon by the Parties.
- 4.3 The Parties agree to review the appraised land values of the Final Transfer Lands compared to the Initial Appraised Value, and the Province will pursue further approvals for a Land Transfer Agreement or an amendment to this Reconciliation Agreement to accommodate for the passage of time and increases in land values.

### *Land Transfer Agreements*

- 4.4 The Province and Stz'uminus will negotiate and seek agreement on the Land Transfer Agreements as soon practicable following the signing of this Reconciliation Agreement.
- 4.5 Stz'uminus will identify further Candidate Transfer Lands within Area A following execution of the Reconciliation Agreement.
- 4.6 The Parties will agree on a process to mutually engage Canada in order to facilitate the addition of agreed to lands to Stz'uminus reserve lands (ATR).
- 4.7 Stz'uminus First Nation acknowledges and agrees that any lands acquired by Stz'uminus under a Land Transfer Agreement are subject to provincial and local government laws, including applicable zoning, land use, land development and property tax laws unless such lands are within a different jurisdiction.

### *Interim Protection*

- 4.8 The Province will seek to secure interim protection for Candidate Transfer Lands in accordance with the terms for interim protection set out in Schedule B.

### *Priority Lands*

4.9 The Province acknowledges that Stz'uminus has identified the following Crown lands as Candidate Transfer Lands, and that Stz'uminus wishes to acquire these parcels in fee simple as a high priority:

- (a) Block B, District Lot 2016, Cowichan District PIN 90005433
- (b) Block D, District Lot 2016, Cowichan District PIN 90048007
- (c) District Lot 16G, Oyster District PID 009-695-001 PIN 12508880
- (d) District Lot 17G, Oyster District PID 009-695-079 PIN 12508910
- (e) Upland portions of Block E, District Lot 2016,2060, Cowichan District PIN 90048008- Order in Council No 505 April 18 1991
- (f) Upland portions of District Lot 2059, Cowichan District PIN 90048005 Crown File 1414780, Licence of Occupation #932315 and Crown file 1414789, Licence of Occupation #932314

(together, the "Slagg Point Lands").

4.10 Immediately upon execution of this Agreement, the Parties will work together to complete due diligence, order the Slagg Points Lands for priority, and complete the priority transfer of as many parcels comprising the Slagg Point Lands as is possible, subject to the Parties entering into a Land Transfer Agreement with respect to each parcel to be transferred. The Parties will use best efforts to expedite transfer of the Slagg Point Lands and resolve any issues that arise during the course of the priority transfer of agreed Slagg Point Lands.

### *Tenure Interests*

4.11 The Province acknowledges that Stz'uminus has identified the following parcels or portions of parcels which Stz'uminus wishes to acquire a leasehold interest in as a high priority:

- (a) Marine portion of: Block E, District Lot 2016, 2060, Cowichan District PIN 90048008-Order in Council No 505 April 18 1991
- (b) Marine portion of: District Lot 2059, Cowichan District PIN 90048005- Crown File 1414780, Licence of Occupation #932315 and Crown file 1414789, Licence of Occupation #932314
- (c) District Lot 651, Cowichan District PID 009-694-463 PIN 12508750
- (d) Block C, District Lot 2016, Cowichan District PIN 90005434

(together, the "Tenure Parcels").

- 4.12 Immediately upon execution of this Agreement, the Parties will work together and with current tenure holders and additional provincial ministries, as required, to complete the due diligence, order the Tenure Parcels for priority, and complete the priority acquisition by Stz'uminus of as many interests in the Tenure Parcels as is possible. The Parties will use best efforts to expedite acquisition of interests in the Tenure Parcels by Stz'uminus, and resolve any issues that arise during the course of the priority transfer of any agreed Tenure Parcel interests.
- 4.13 Interests in the Tenure Parcels will be disposed of according to the process for disposition of applicable Crown tenures under the *Land Act*. A Land Transfer Agreement is not required for disposition of the Tenure Parcel interests. For greater certainty, the value of any Tenure Parcel leasehold interest acquired by Stz'uminus shall not be offset against the Land Value amount.

## **5. Forestry Development**

- 5.1 Without minimizing the importance of the other objectives of Stz'uminus set out in this Reconciliation Agreement, the Parties recognize and acknowledge that forestry objectives are a critical priority for Stz'uminus and agree that immediately upon signing of this Reconciliation Agreement, they will co-develop proposed mandates to negotiate and seek agreement on the following matters in support of Stz'uminus' forestry objectives and interests, which proposed mandates will be consistent with the principles and purposes of this Reconciliation Agreement:

- (a) Tenures (Area-based, Volume-based);
- (b) Revenue Sharing;
- (c) Inventory assessment and long-term forestry planning; and
- (d) Relationship with BC Timber Sales.

The Parties will seek approval of proposed mandates upon completion of their development by the Parties.

## **6. Ladysmith Harbour Clean Up**

- 6.1 The Province will provide Stz'uminus up to \$10 million in funding ("Remediation Funding") to be used by Stz'uminus for the environmental clean up of provincial Crown lands in the Ladysmith Harbour area, which may include foreshore lands.
- 6.2 Remediation Funding shall be paid out over a 5 year period from the Effective Date of the Reconciliation Agreement, following Provincial review of the Engineering Report.
- 6.3 Remediation Funding shall be applied, in Stz'uminus' discretion, to environmental clean up activities in the Ladysmith Harbour area that have an immediate and beneficial impact on improving the relationship and advancing reconciliation with the Province.

6.4 Remediation Funding will be conditional upon Stz'uminus providing the Province with:

- (a) summary of the key components of the proposed clean up project;
- (b) a proposed schedule for the annual release of the Remediation Funding,
- (c) reports on investigative works undertaken by Stz'uminus, including the Engineering Report, and
- (d) approaches being pursued by Stz'uminus to secure additional funding that Stz'uminus considers necessary for the project, if any.

6.5 The Province will request release of such funding each year based on the schedule proposed by Stz'uminus, which the Parties may agree to amend from time to time as required, and following receipt from Stz'uminus of notice, within an agreed upon notice timeframe, that it is prepared to receive the payment as set out in the schedule.

6.6 Any funding received by Stz'uminus through other available sources for the clean up of Ladysmith Harbour will be in addition to and not limit any funding that may be provided under this Reconciliation Agreement.

## **7. Implementation Funding**

7.1 The Province will provide Stz'uminus or a Designated Entity with funding in the amount of \$500,000 to support implementation of this Reconciliation Agreement to be paid in installments of \$100,000 per fiscal year. Payment of \$75,000 towards the commitment for fiscal year 2021/2022 has been made prior to signing the Reconciliation Agreement, in accordance with the letter agreement of October 29, 2021 between Stz'uminus and the Province. Payment of the remaining \$25,000 will be made upon signing of this Reconciliation Agreement, and subsequent payments of \$100,000 will be made in the first quarter of the subsequent four fiscal years.

7.2 The Province will provide Stz'uminus or a Designated Entity with funding in the amount of \$40,000 upon signing of this Reconciliation Agreement, to be used by Stz'uminus to carry out land identification for future transfer and appraisals as part of the due diligence process for Candidate Transfer Lands as set out in this Reconciliation Agreement or any associated Land Transfer Agreement. Stz'uminus agrees to provide copies of any appraisals carried out using this funding to the Province.

## **8. Priority Topics for Reconciliation Discussions**

8.1 Immediately upon signing of this Reconciliation Agreement, the Parties will co-develop proposed mandates to negotiate and seek agreement on the following matters, which proposed mandates will be consistent with the principles and purposes of this Reconciliation Agreement.

- (a) measures to advance Stz'uminus' inherent right of self-government as recognized and affirmed under s.35 of the *Constitution Act, 1982*;

- (b) shared decision-making within Stz'uminus territory, which may include the development of an agreement pursuant to s.7 of the Declaration Act and other structures, mechanisms, and arrangements that clarify the relationship between Stz'uminus and Provincial laws, jurisdictions, and authorities;
- (c) decision-making processes within specific areas of Stz'uminus territory that provide clarity and predictability for Stz'uminus, the Province and third parties;
- (d) recognition of, and legal establishment of, Stz'uminus Aboriginal title;
- (e) options for revenue-sharing and participation in economic development which recognize Stz'uminus Aboriginal title, Aboriginal rights, and interests;
- (f) land use planning, stewardship, and territorial development which recognizes Stz'uminus jurisdiction over lands and resources within Stz'uminus territory;
- (g) measures to build capacity and develop and support the Stz'uminus community in a number of areas, including, but not limited to:
  - (i) community vision;
  - (ii) child and family wellness;
  - (iii) education and skills training;
  - (iv) cultural development and language revitalization;
  - (v) cultural and heritage sites;
  - (vi) justice; and
  - (vii) health;
- (h) processes for the Parties to work with neighbouring First Nations to find suitable lands for each of the Nations; and
- (i) other topics as agreed by the Parties.

The Parties will seek approval of the proposed mandates for negotiations upon completion of their development by the Parties.

## **9. Reconciliation Agreement Term**

- 9.1 This Reconciliation Agreement will take effect on the Effective Date and continue unless terminated by either Party in accordance with section 9.2.

- 9.2 Either Party may terminate this Reconciliation Agreement by providing 60 days advance written notice to the other Party setting out the reasons for the termination and the date on which termination takes effect. Upon termination of this Reconciliation Agreement, all unpaid funding obligations under this Reconciliation Agreement will be terminated. Termination of this Reconciliation Agreement will not terminate a Land Transfer Agreement, except as otherwise provided in the Land Transfer Agreement. For greater certainty, any lands in the process of being transferred under a Land Transfer Agreement will complete notwithstanding termination of this Reconciliation Agreement.
- 9.3 This Reconciliation Agreement will be reviewed by both Parties annually to ensure mutually agreeable progress is being made.

## **10. Dispute Resolution**

- 10.1 If a Party serves written notice of a dispute regarding the interpretation or implementation of this Reconciliation Agreement or written notice to terminate this Reconciliation Agreement, the Parties will meet to discuss and attempt to resolve the dispute with direction from their duly appointed representatives and will utilize any dispute resolution mechanism agreed to by the Parties.

## **11. General**

- 11.1 The Parties acknowledge future agreement or agreements in respect of topics outlined in this Reconciliation Agreement including but not limited to the topics set out in section 8.1, are subject to each Party making required policy decisions and obtaining all required mandates and approvals, including, in the case of the Province, required Treasury Board and Cabinet approvals, and in some instances tripartite agreements with Canada.
- 11.2 Notwithstanding any other provision of this Reconciliation Agreement, the payment of money by the Province to Stz'uminus or a Designated Entity pursuant to this Reconciliation Agreement is subject to:
- (a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (the "*Financial Administration Act*" and every amendment made thereto being collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to Stz'uminus or a Designated Entity falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in the preceding subparagraph.
- 11.3 This Reconciliation Agreement does not preclude Stz'uminus from participating in any government funding, program or initiative for which Stz'uminus or its members may be eligible.

- 11.4 Each Party to this Reconciliation Agreement represents and warrants, with the intent and understanding that they will be relied on by the other Party in entering into this Reconciliation Agreement, that:
- (a) it has the legal power, capacity and authority to enter into this Reconciliation Agreement; and
  - (b) this Reconciliation Agreement forms a valid and binding obligation on them.
- 11.5 This Reconciliation Agreement does not constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 11.6 Nothing in this Reconciliation Agreement will be construed as:
- (a) establishing, defining, limiting, denying, abrogating or derogating any Aboriginal or treaty right of the Stz'uminus recognized and affirmed under section 35 of the *Constitution Act, 1982*;
  - (b) an acknowledgment or admission that the Province has an obligation to provide financial or economic accommodation or compensation to Stz'uminus;
  - (c) an acknowledgment or admission that Stz'uminus is receiving financial or economic accommodation or compensation in relation to any other process or proceeding; or
  - (d) in any way limiting the position any Party may take in any process or proceeding except as expressly set out herein.
- 11.7 Nothing in this Reconciliation Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion given to any decision-making authority.
- 11.8 The Parties agree that discussions and negotiations conducted pursuant to this Reconciliation Agreement and all related documents, other than this Reconciliation Agreement when executed, are confidential unless the communications were previously in the public domain, or the Parties agree otherwise in writing.
- 11.9 Any waiver of a provision of this Reconciliation Agreement must be made in writing by the Party who benefits from the obligation waived and will not be a waiver of any other provision, obligation, or subsequent default of that provision.
- 11.10 This Reconciliation Agreement may be amended by written agreement signed by authorized representatives of the Parties.

11.11 Any notice, document or communication required or permitted to be given under this Reconciliation Agreement must be in writing and delivered by hand or electronic transmission as follows, or such other addresses as the Party may advise in writing:

(a) To Stz'uminus:

Ray Gauthier  
12605 Trans-Canada Highway  
Ladysmith, BC  
V9G 1M5  
Email address: info@coastsalishdevcorp.com

Phone: 250.210.8914

Fax: 250.924.2445

(b) To the Province:

Tom McCarthy, Assistant Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box Stn. Prov. Govt.  
Victoria, B.C., V8W 9B1  
Email address: tom.mccarthy@gov.bc.ca

Phone: 778-974-6142

Fax: 250.387.6073

11.12 There will be no presumption that any ambiguity in any of the terms of this Reconciliation Agreement should be interpreted in favour of any Party.

11.13 In this Reconciliation Agreement, "Force Majeure Event" means any act of God (including lightning, earthquakes, storms, landslides, floods, fires and epidemics), strikes, lockouts or other industrial disturbances, explosions, wars, blockades, insurrections, riots, the order of any court or governmental authority, breakages of or accidental damage to machinery or equipment, pandemics (including the Covid-19), or any other event or cause not within the control of the Party and which, by the exercise of due diligence, such Party would be unable to overcome, provided that lack of funds and economic hardship shall not constitute a Force Majeure Event.

11.14 A delay or failure in fulfilling the obligations under this Reconciliation Agreement by either Party, other than the payment of money under section 3.1, section 7.1, and section 7.2 will not constitute a default, nor will either Party be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused, whether directly or indirectly, by a Force Majeure Event.

11.15 Each Party's obligations under section 11.8 shall survive the termination of this Reconciliation Agreement.



11.16 This Reconciliation Agreement may be entered into by each Party signing a separate copy of this Reconciliation Agreement and delivering it to the other by electronic transmission. All extended counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the Parties hereby execute this Reconciliation Agreement as of the date first written above.

SIGNED ON BEHALF OF THE STZ'UMINUS  
FIRST NATION, as represented by the Council of  
the Stz'uminus First Nation

  
Roxanne Harris, Chief Councillor

Executed this 30<sup>th</sup> day of March, 2022

SIGNED ON BEHALF OF HER MAJESTY THE  
QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the  
Minister of Indigenous Relations and  
Reconciliation:



Honourable Murray Rankin

Executed this 31 day of March, 2022

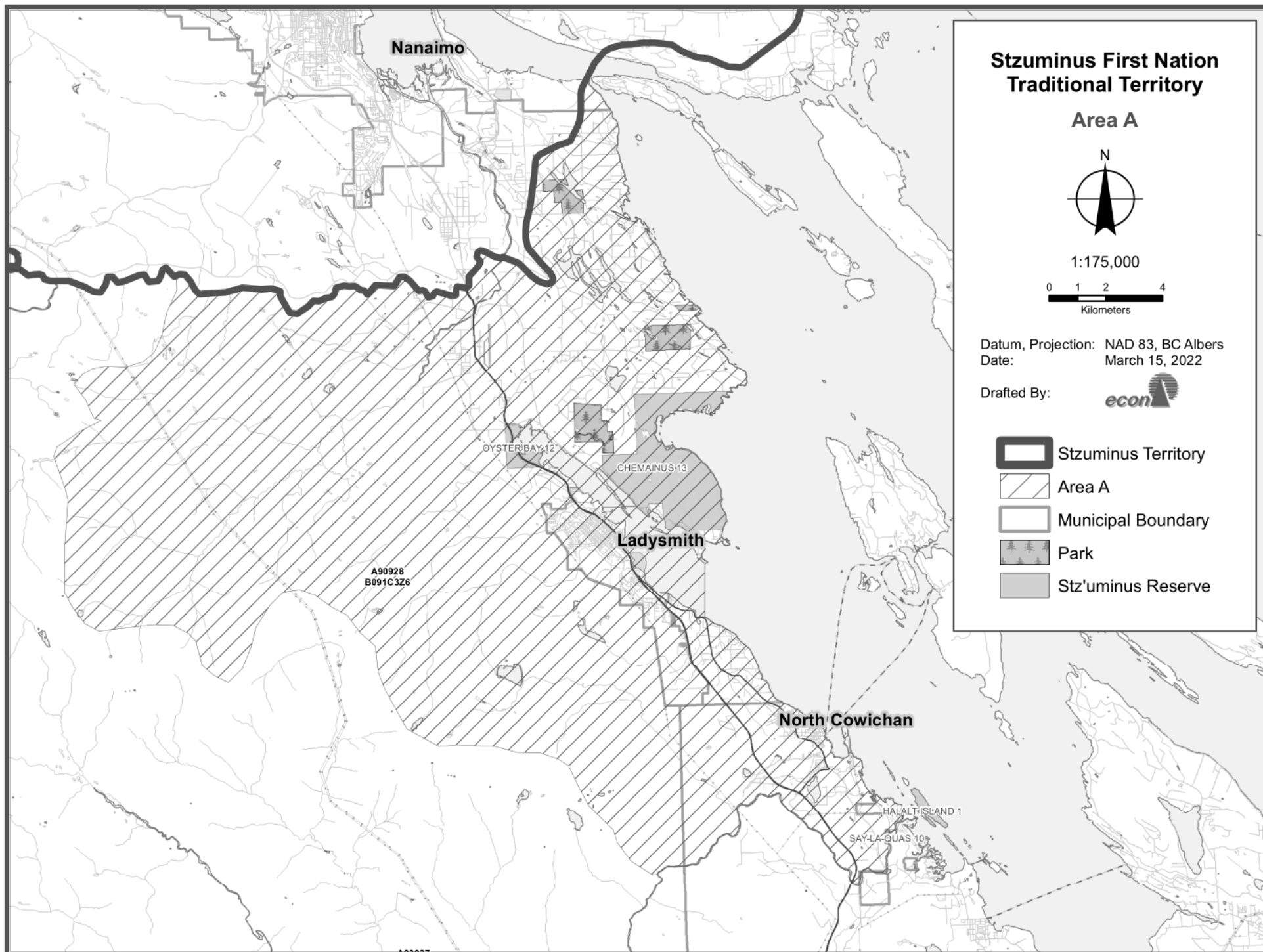
This Reconciliation Agreement is acknowledged by Coast Salish Development Corporation

COAST SALISH DEVELOPMENT  
CORPORATION, as represented by authorized  
signatory:

  
Ray Gauthier, CEO

Executed this 30<sup>th</sup> day of March, 2022

## **Schedule A – Map of Area “A”**

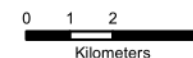


# **Stzuminus First Nation Traditional Territory**

## **Area A**








1:175,000



Datum, Projection: NAD 83, BC Albers  
Date: March 15, 2022

Drafted By:



-  Stzuminus Territory
-  Area A
-  Municipal Boundary
-  Park
-  Stz'uminus Reserve

## Schedule B – Land Transfer Process and Agreement Terms

Term	Content
Parties	The Province, Stz'uminus First Nation, or a Designated Entity
Total Value of Land Transfer Agreement(s)	<p>\$28.5 million (fair market value) (subject to sections 4.1, and 4.3 in the Reconciliation Agreement)</p> <p>Stz'uminus acknowledges and agrees that the transfer of lands in accordance with a Land Transfer Agreement constitute a contribution by the Province toward a reconciliation of the Province's and Stz'uminus' interests, and may be relied upon by the Parties.</p>
Identification of Candidate Transfer Lands	Stz'uminus will identify Candidate Transfer Lands to the Province within six months of the Effective Date of the Reconciliation Agreement.
Land transfer process	<p>Proposed provincial Crown land transfers will be subject to:</p> <ul style="list-style-type: none"> <li>a) required consultation with neighbouring First Nations where appropriate;</li> <li>b) statusing of legal interests;</li> <li>c) reaching agreement on permitted encumbrances, reservations and exceptions;</li> <li>d) reaching agreement on an appraisal methodology and process to determine the fair market value of the lands;</li> <li>e) identifying required Crown road and utility corridors;</li> <li>f) addressing environmental matters;</li> <li>g) finalizing legal land surveys, as required; and</li> <li>h) obtaining all required approvals and mandates.</li> </ul>
Interim Protection	<p>The Province will seek approval to withdraw the Candidate Transfer Lands from disposition under section 16 or 17 of the <i>Land Act</i> to secure and protect for a period of 10 years, or equivalent protection using any other appropriate legal mechanisms agreed upon by the Parties. The Province will seek an interim withdrawal that will remain in place until the earlier of:</p> <ul style="list-style-type: none"> <li>a) the termination of the interim withdrawal under the terms of its approval;</li> <li>b) the transfer of the lands under a Land Transfer Agreement; or</li> <li>c) the termination of the Reconciliation Agreement,</li> </ul>

Term	Content
	<p>subject to the Province being satisfied with its preliminary due diligence with respect to the Candidate Transfer Lands and having determined there are otherwise no issues with the proposed legal protection.</p> <p>The parties will discuss whether additional forms of interim protection over the Candidate Transfer Lands may be necessary to meet the objective of preserving the lands in their existing state as of the date of identification.</p>
Research, and Statusing	<p>Stz'uminus and the Province will prioritize the Candidate Transfer Lands and the Province will make best efforts to complete necessary research and statusing on the Candidate Transfer Lands as soon as practicable upon signing of the Reconciliation Agreement. The research and statusing of the Candidate Transfer Lands will be done in a phased approach that best reflects the priorities of Stz'uminus.</p> <p>The Parties will discuss necessary steps to understand the environmental condition of the lands, funding for that work, and what should occur if lands are contaminated. The Parties will discuss whether remediation is part of the negotiations.</p>
Valuation	<p>Stz'uminus will propose priority Candidate Transfer Lands to the Province for valuation, and Stz'uminus and the Province will, as soon as practicable on signing of this Reconciliation Agreement, seek to collaborate on initiating valuation of those lands including agreement on appraisers, methodology and terms of reference.</p>
Final Transfer Lands	<p>Stz'uminus and the Province will agree upon Final Transfer Lands from the Candidate Transfer Lands proposed by Stz'uminus and may do so in phases.</p>
Encumbrances	<p>Stz'uminus and the Province will discuss and seek to reach agreement on permitted encumbrances and/or Crown road and utility corridors as necessary relating to Final Transfer Lands.</p>
Laws	<p>Any lands acquired by Stz'uminus under the Land Transfer Agreement will remain subject to applicable provincial and local government laws, including</p>

Term	Content
	applicable zoning, land use, land development and property tax laws, unless such lands are within a different jurisdiction.
Transfer of Lands	<p>The Parties will make best efforts to complete surveys, as necessary, agree on permitted encumbrances as necessary, and complete any other steps required for transfer of Final Transfer Lands within an agreed upon timeframe for the specified Final Transfer Lands.</p> <p>The Parties will agree on a process to mutually engage Canada in order to facilitate the addition of agreed to lands to Stz'uminus reserve lands.</p> <p>The transfer of Final Transfer Lands will occur either by:</p> <ul style="list-style-type: none"> <li>a) fee simple transfer from the Province to Stz'uminus or Designated Entity; or</li> <li>b) transfer of administration and control by the Province to Canada for those Final Transfer Lands agreed to be additions to Stz'uminus reserve lands.</li> </ul> <p>Stz'uminus (or Designated Entity) will notify the Province when it is prepared to receive transfer of the Final Transfer Lands in fee simple, and the Province will make best efforts to transfer the lands to the Designated Entity within an agreed upon timeframe for the specified Final Transfer Lands.</p> <p>Transfer of Final Transfer Lands may occur in separate transactions and at different times as parcels become ready for transfer.</p>
Responsibility for Costs	<p>The Province will be responsible for:</p> <ul style="list-style-type: none"> <li>• Any property transfer tax payable for transfer of Final Transfer Lands;</li> <li>• Costs of appraisal if joint;</li> <li>• Costs of legal survey and Crown Grant fees;</li> <li>• Others for discussion as applicable.</li> </ul>

## MEETING BULLETS

**DATE:** June 9, 2022

**PREPARED FOR:** Honourable Murray Rankin, Minister of Indigenous Relations and Reconciliation

**REGARDING:** Meeting with Stz'uminus First Nation - Chief Roxanne Harris, Stz'uminus Councillors X, and Ray Gauthier CEO of Coast Salish Development Corporation

### BACKGROUND:

- Stz'uminus First Nation (pronounced Stuh-may-nus) is based in and around Ladysmith on Vancouver Island. Stz'uminus has approximately 1,300 members, with approximately half of the Nation's members living on reserve.
- Stz'uminus collectively asserts territory with the member Nations of the Cowichan Nation (Cowichan Tribes, Lyackson and Halalt First Nations, and Penelakut Tribe) extending along eastern Vancouver Island, the Southern Gulf Islands, and the lower Fraser River.
- Stz'uminus is a member of the Cowichan Nation Alliance and is a signatory to the Cowichan Nation/BC Government-to-Government Agreement.
- Stz'uminus was formerly a member of the Hul'qumi'num Treaty Group (HTG) together with Cowichan Tribes, Lyackson, Halalt, Penelakut Tribe, and Ts'uubaa-asatx/Lake Cowichan First Nations, but in February 2014, Stz'uminus left the HTG and paused treaty negotiations with BC and Canada.
- Stz'uminus and BC successfully concluded negotiations and signed a Reconciliation Agreement (RA) on March 31, 2022.
- Crown land scarcity and the legacy of the Esquimalt & Nanaimo Railway land grant is a significant challenge to negotiating land transfers with Stz'uminus and members of the HTG. As a result,<sup>s.16</sup>

• s.16

- Stz'uminus has significant interest in exploring new forestry opportunities and revenue sharing related to forestry activities within Stz'uminus territory.

### General Key Messages

- The Province is committed to working productively with Stz'uminus to implement the RA and resolve challenges related to Stz'uminus' land transfer and forestry interests.
- The Province recognizes the challenges faced by the scarcity of provincial Crown land, and is committed to working with Stz'uminus to complete the land transfer work.

### DISCUSSION:

### Land Transfers

- s.16
- 
- 
- 
- 
- Lyackson First Nation currently has no community base on Vancouver Island, with its reserves solely location on Valdes (Lyackson) Island.
- s.16
- The RA commits the Province to negotiating Land Transfer Agreements(s) with Stz'uminus to transfer or dispose of Crown land with a value of up to \$28.5 million.
- Up to \$7 million of the \$28.5 can be utilized to acquire and transfer private lands identified by Stz'uminus and approved by BC.
- Stz'uminus and BC are in the early stages of identifying lands for consideration in future land transfer(s) to Stz'uminus. Approvals will be sought once additional details have been confirmed.
- s.16

### Key Messages:

- I recognize the extreme scarcity of provincial Crown land in your territory and the challenge that it poses for reconciliation with Stz'uminus and Stz'uminus' neighbours.
- I commend Stz'uminus for the incredible community development work that we see around us here and understand that land will continue to be a key component of Stz'uminus' future development plans.
- I am encouraged by the path that the Reconciliation Agreement establishes to address Stz'uminus' land interests.



- I also recognize the importance of collaboration with Stz'uminus' First Nation neighbours to meet their land interests.
- I understand there are some priority tenure transfers outlined in the Reconciliation Agreement. I know that Ministry staff are working hard with their Ministry of Forest colleagues to move these transfers from the municipality to Stz'uminus.
- A critical element to completing the land transfer work with Stz'uminus includes collaboration with neighbouring First Nations and finding ways to facilitate land transfers that meet the interests of each of Stz'uminus' neighbours.

• s.16

#### Forestry Interests

- Stz'uminus has expressed an interest in gaining a greater role in the management of forest operations and benefitting from forestry activities within Stz'uminus territory.

• s.16

- In the RA, the Province has committed to exploring forestry opportunities. This includes acquisition of forest tenure, revenue sharing from forestry activities within Stz'uminus territory, long-term forestry planning, and establishing a relationship with BCTS.s.12; s.13  
s.12; s.13
- The availability of Crown land and forest tenure opportunities within Stz'uminus territory is very limited and would likely impact BCTS operations in the area. Engagement with Ministry of Forests (MOF) and BCTS on Stz'uminus' forestry interests is needed prior to entering into a forestry-focused agreement with Stz'uminus.
- Stz'uminus has a FCRSA agreement.

Key Messages:

- I recognize that access to timber harvesting opportunities and revenue sharing from forestry operations has been a significant interest of Stz'uminus for some time.
- I look forward to hearing about innovative solutions that have the potential to increase Stz'uminus' access to forest harvesting and revenue sharing as part of implementing the Reconciliation Agreement and Modernizing Forest Policy in British Columbia.
- In late April the Province announced a commitment to co-develop a new forestry revenue sharing model from the ground up with First Nations. We expect to finalize an engagement plan and begin that engagement in September 2022. We recognize that there is much work to do with respect to co-developing a new fiscal relationship and framework that supports the operation of Indigenous governments. The Action Plan to implement the *Declaration on the Rights of Indigenous Peoples Act* includes a commitment to this work over the next five years and will require involvement from the federal government.

#### Cowichan Nation Alliance

- Stz'uminus is a member of the Cowichan Nation Alliance (CNA) with Cowichan Tribes, Penelakut Tribe, Halalt and Lyackson First Nations. CNA is in the trial phase of title litigation involving the Province, Canada, the City of Richmond, Musqueam, Tsawwassen First Nation and the Vancouver Port Authority with respect to a former village site located on the lower Fraser River.
- The Province and CNA concluded negotiations and signed a Government-to-Government Agreement on September 14, 2021 to enable a more constructive relationship between the Parties that should reduce the number of issues that are litigated.

• s.16

s.16

#### Key Messages:

- I want to acknowledge the importance of the Cowichan Nation and BC Government-to-Government Agreement signed in September 2021.
- I encourage Stz'uminus to work with the Cowichan Nation Alliance to discuss areas of shared interest and to explore collaborative solutions that address each Nation's land interests.

#### Additional Topics:

• s.16

#### TALKING POINTS FOR MINISTER:

- A key component of implementation will be remediation of portions of Ladysmith Harbour for the benefit of Stz'uminus. Provincial staff are eagerly awaiting the results of the Environmental Report that Stz'uminus has contracted.
- I am pleased that Stz'uminus' will assume responsibility for multiple water lot tenures within Ladysmith Harbour as part of implementing the Reconciliation Agreement. I am fully supportive of each of the transfer of these tenures, as they are supported by the Department of Fisheries and Oceans small craft harbour, Town of Ladysmith and the Ladysmith Maritime Society

Attachments:

- 1) 2022 Harbour Concept Plan
- 2) Ladysmith Harbour Reference Maps

**PREPARED BY:**

Ron Strangway, Assistant Negotiator  
Negotiations and Regional Operations Division  
250 739-8361







**Areal View of Ladysmith Harbour:**



## Parcel Map of Ladysmith Harbour



**QUESTIONS & ANSWERS**  
**Stz'uminus First Nation and BC Reconciliation Agreement**  
**April 2022**

**TOP MESSAGE**

- The Stz'uminus and BC Reconciliation Agreement is an important step in BC's relationship with Stz'uminus First Nation. It is an incremental step toward reconciliation between the parties and sets a path for land reconciliation and collaboration on priority reconciliation topics through a recognition and affirmation of rights approach.

**KEY MESSAGES:**

- The RA provides a forum to negotiate future Land Transfer Agreements and establishes a bilateral table to further priority topics identified by Stz'uminus and the Province.
- The RA table will explore topics including land reconciliation (transfer of Crown Lands and transfer of *Land Act* tenures); funding for environmental clean-up within portions of Ladysmith Harbour; increasing Stz'uminus' participation in the forestry sector; revenue sharing related to forestry development, and land and natural resource use within Stz'uminus territory; advancing Stz'uminus self-government and Aboriginal title interests, including shared decision-making; and supporting the social, cultural and economic development of Stz'uminus.
- Negotiating these important topics will help resolve longstanding conflicts around natural resource management and revenue sharing within Stz'uminus territory and support Stz'uminus' economic, social and cultural development.
- The Province is committed to this collaborative approach to reconciliation with Stz'uminus.

## **QUESTIONS & ANSWERS:**

### **1) What is the status of negotiations?**

- Negotiations have concluded and the Reconciliation Agreement was signed by Chief Roxanne Harris and Minister Murray Rankin on March 31, 2022.

### **2) Have neighbouring First Nations and stakeholders been engaged on the RA?**

- Yes, the Province has engaged verbally and through writing with potentially affected stakeholders. Stz'uminus has engaged with neighbouring First Nations through Nation-to-Nation protocols.

### **3) What does this RA mean for business in the Ladysmith region?**

- Stz'uminus is working collaboratively with the Town of Ladysmith and the Province to assume a greater role in the management of Ladysmith Harbour and its foreshore. It is expected that Stz'uminus will work with the Town on joint waterfront development initiatives, which will increase business opportunities and certainty for the Nation and the Ladysmith region.

### **4) How does the RA affect Ladysmith Harbour?**

- The RA commits to the transfer of funding to support Stz'uminus in the environmental clean-up of provincial Crown lands in the Ladysmith Harbour area. Clean-up may include remediation activities over the upland and foreshore of Ladysmith Harbour to support future use and development by Stz'uminus.

### **5) What does “remediation” or “clean-up” mean within the context of the RA?**

- Stz'uminus is working collaboratively with the Province to identify priority areas for future clean-up or remediation within Ladysmith Harbour. Environmental studies are currently underway; however, it has not yet been determined what remedial activities may take place to complete the clean-up. Depending on the results of the environmental



studies, one option is that identified priority areas may be capped and made safe for future use and development by Stz'uminus.

**6) How will existing operators within the Ladysmith Harbour area be affected by the RA?**

- The RA commits to expediting the transfer of identified Crown land tenures to Stz'uminus as part of supporting the Nation's economic development interests. The Province and Stz'uminus will work collaboratively with existing operators within the Ladysmith Harbour area to ensure interests are maintained where a tenure is transferred to Stz'uminus' management.

**7) How does the RA affect the operation of the federal small craft harbour?**

- The Province and Stz'uminus are actively working with the Department of Fisheries and Oceans to determine Canada's long-term vision for maintaining its interest in the small craft harbour. It is expected that Stz'uminus, the Province and Canada will seek an arrangement for the future management of the small craft harbour and its associated Provincial tenure.

**8) Are land transfers contemplated as part of the RA?**

- The RA sets out a framework for the future negotiation of Land Transfer Agreements. Crown lands contemplated within the RA may form part of future Land Transfer Agreements, but the RA does not transfer the lands.

**From:** [Aronson, Art GCPE:EX](#)  
**To:** ["Duck Paterson"; Butterfield, Matthew IRR:EX](#)  
**Cc:** [Routley, MLA, Douglas G LASS:EX](#); [Minister, IRR IRR:EX](#)  
**Subject:** RE: 56061 - Stz'uminus Reconciliation signing  
**Date:** July 21, 2022 9:31:40 AM

---

Thank you for the follow up Duck- we have put your request in (for everyone's record here).

Cheers,  
Art

---

**From:** Duck Paterson <sup>s.22</sup>  
**Sent:** July 20, 2022 9:45 PM  
**To:** Butterfield, Matthew IRR:EX <Matthew.Butterfield@gov.bc.ca>  
**Cc:** Routley, MLA, Douglas G LASS:EX <Douglas.Routley.MLA@leg.bc.ca>; Minister, IRR IRR:EX <IRR.Minister@gov.bc.ca>; Aronson, Art GCPE:EX <Art.Aronson@gov.bc.ca>  
**Subject:** Re: 56061 - Stz'uminus Reconciliation signing

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Thanks Matthew... I appreciate you folks following up for me. That's a huge help.  
I'm hoping to have this done for the Chronicle for next Thursday. It is a really good news event for the area and especially for Stz'uminus First Nation.

I sent a not to Art, so I'll let you know as well, do you think it's possible to get some words from Minister Rankin that have a more "local lean" for the story.

Thanks again and Take Care

*Duck Paterson*

s.22

On Jul 20, 2022, at 11:03 AM, Butterfield, Matthew IRR:EX  
<[Matthew.Butterfield@gov.bc.ca](mailto:Matthew.Butterfield@gov.bc.ca)> wrote:

Hi Duck,

Was great to see you the other day at the Stz'uminus Nation Reconciliation Signing Ceremony. I understand you have been in contact with Art in government communications, and have already received copies of the attached news release.

Any further questions can be directed to Art (who I have copied here).

Regards,

**Matthew Butterfield**, B.Comm, RI(BC)

*(he/him/his)*

Regional Director, South Island

Ministry of Indigenous Relations and Reconciliation

Office: 236.478.1782 | Cell: 250.880.9950

---

**From:** Duck Paterson s.22

**Sent:** July 2, 2022 9:08 AM

**To:** Minister, IRR IRR:EX <[IRR.Minister@gov.bc.ca](mailto:IRR.Minister@gov.bc.ca)>

**Cc:** Routley.MLA, Douglas G LASS:EX <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>

**Subject:** 56061 - Stz'uminus Reconciliation signing

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Good Morning....

I'm looking for some information in regards to the recent signing of a Reconciliation agreement between the Province and the Stz'uminus First Nation.

Minister Rankin was in Ladysmith last Thursday and he and Chief Roxanne Harris signed an agreement on Reconciliation. There was not a lot of information, about the signing, given out at the event so I'm hoping the ministry could send me some information that The Chronicle can use to help keep the citizens of Ladysmith and area informed.

I have a really good picture of the Minister and Chief Harris so hopefully we can get more information for the public. The deadline for the next Chronicle is Tuesday, so hopefully you can have something by then, but it's I don't believe it's a time sensitive issue, now that it's signed, but we would like to have something as soon as possible.

Thanks for your assistance and have a great day.

**Duck Paterson**

Freelance Correspondent

Ladysmith/Chemainus Chronicle

s.22

<2022IRR0030-001141.pdf>

**From:** Mitchell, Noah IRR:EX (Noah.Mitchell@gov.bc.ca)  
**To:** Routley.MLA, Douglas G LASS:EX (Douglas.Routley.MLA@leg.bc.ca)  
**Subject:** RE: Crown Water Lot Transfer  
**Sent:** 05/08/2023 18:57:47  
**Attachments:** image003.jpg, image004.jpg, image005.png, image006.jpg  
**Message Body:**

Hi Sarah,

s.13

This is from the most recent Information Note.

- ?□□□□□ **The Province is working closely with Stz?uminus First Nation on the implementation of the Reconciliation Agreement; and a key aspect of that is the transfer of the marina lease from the Town of Ladysmith to the Nation.**
- ?□□□□□ **The Nation, Town and the Ministries of Indigenous Relations and Reconciliation and Forests are working collaboratively to transfer the marina lease from the Town to Stz?uminus.**
- ?□□□□□ **The Province respects the partnership between Stz?uminus First Nation and the Township of Ladysmith.**
- ?□□□□□ **Stz?uminus has a desire to continue to operate the lease as a marina to support its economic development and governance goals in Ladysmith Harbour.**

Thanks for your patience!

With care,

Noah

**Noah Mitchell**

Executive Assistant  
The Office of the Hon. Murray Rankin  
Minister of Indigenous Relations and Reconciliation  
Legislative Assembly of British Columbia  
C: 250-812-3144 E: noah.mitchell@gov.bc.ca  
*Pronouns: he/him*

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**From:** Routley.MLA, Douglas <Douglas.Routley.MLA@leg.bc.ca>  
**Sent:** Tuesday, April 18, 2023 11:41 AM  
**To:** Mitchell, Noah IRR:EX <Noah.Mitchell@gov.bc.ca>  
**Subject:** RE: Crown Water Lot Transfer

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Thank you!

**Sarah M Miller**

Constituency Assistant for Doug Routley MLA Nanaimo-North Cowichan

**Nanaimo** #112- 50 Tenth Street P: 250.716.5221

**Ladysmith** #1-16 High Street P: 250.245.9375

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**From:** Mitchell, Noah IRR:EX <[Noah.Mitchell@gov.bc.ca](mailto:Noah.Mitchell@gov.bc.ca)>

**Sent:** Tuesday, April 18, 2023 11:20 AM

**To:** Routley.MLA, Douglas <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>

**Subject:** RE: Crown Water Lot Transfer

Hi Sarah,

Thanks for your follow up. I have put this before staff for advice.

By next week I will have messaging for you to respond to the constituent with, or we will respond directly if it is recommended by our DMO.

Stay tuned!

With care,

Noah

**Noah Mitchell**

Executive Assistant

The Office of the Hon. Murray Rankin

Minister of Indigenous Relations and Reconciliation

Legislative Assembly of British Columbia

C: 250-812-3144 E: [noah.mitchell@gov.bc.ca](mailto:noah.mitchell@gov.bc.ca)

Pronouns: he/him

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**From:** Routley.MLA, Douglas <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>

**Sent:** Tuesday, April 18, 2023 11:03 AM

**To:** Mitchell, Noah IRR:EX <[Noah.Mitchell@gov.bc.ca](mailto:Noah.Mitchell@gov.bc.ca)>

**Subject:** FW: Crown Water Lot Transfer

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Noah,

Just a follow up to my below email. We have received the following email and wondering if you can answer the questions<sup>s.22</sup> is asking. Also an FYI local media has picked this up and the last sentence in this email is a reference to an unfortunate quote by the CEO of Coast Salish Development Corporation, which can be found here: [Ladysmith](#)

Good Morning

A couple of questions come out of the Towns recent Statement. How the elected Mayor and Council were able to make this kind of decision without Public Input and Why would they make this decision without Public Input? Who from the Province initiated this Lease Transfer Proposal? Is this in the best interest of Ladysmith Residents? One of the Assets that is included in this transfer that seems to be forgotten or overlooked is the Public Boat Launch. Does this mean that the New proposed Lease holders can Charge for Boat Launching and what if this Group decides to Blockade the only local Public Access to the Ladysmith Harbor? How is this in the best interest of the residents of Ladysmith?

As a resident I am against this Transfer and do not approve of it. What steps are required to have the Residents of Ladysmith voices heard and Stop this Transfer.

All of you are voted in to represent our best interests and that is not being done.

What I find odd is that the representative from the Salish Group says that the volunteer group has no skin in the game. What skin does he have in the game. Assets that are just being handed over to them and 10 million to clean up? Every Tax Paying Citizen in this area that uses those facilities are the ones that actually have skin in the game.

s.22

**Sarah M Miller**

Constituency Assistant for Doug Routley MLA Nanaimo-North Cowichan

**Nanaimo** #112- 50 Tenth Street P: 250.716.5221

**Ladysmith** #1-16 High Street P: 250.245.9375

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**From:** Routley.MLA, Douglas

**Sent:** Wednesday, April 12, 2023 3:17 PM

**To:** Mitchell, Noah IRR:EX <[Noah.Mitchell@gov.bc.ca](mailto:Noah.Mitchell@gov.bc.ca)>

**Subject:** FW: Crown Water Lot Transfer

Hi Noah,

I am reaching out to hopefully get an update on an evolving situation in Ladysmith.

In 2022 a Reconciliation agreement was reached between the Stz'uminus First Nations and the Province (see here [Stz'uminus First Nation, B.C. sign reconciliation agreement \(gov.bc.ca\)](#) ) and there was a considerable land transfer as part of this agreement. This includes a transfer of a Crown water lot lease, that is currently held by the Town of Ladysmith.

The Ladysmith Maritime Society (LMS) is a non-profit organization who runs the public marina, including hosting several annual, popular public events. It is also worth noting that LMS has recently received two provincial grants to complete work at the marina, including replacement of a visitor dock.

To facilitate the transfer from the town to the FN, LMS has been in negotiations with the Stz'uminus to renew and continue their long-term lease. However, we have been hearing about issues and our understanding is that talks may have broken down. We do know that LMS has reached out to the Ministry directly on this, and more recently has launched a somewhat public campaign to bring awareness to the break down in negotiations ? including multiple posts on various local Facebook groups. Some encouraging people to reach out to our office and the Town to share how important the LMS is to the Town/Marina/Local tourism and to encourage a resolution.

The email below is one example, but we fully expect to hear more about this as up until these recent public posts the negotiations were being done behind the scenes and were largely not public knowledge.

I will also note that the Town has been receiving so many inquiries they put out a public statement yesterday (found here: [Statement on Crown Water Lot Lease Transfer \(ladysmith.ca\)](#) )

I am wondering if the Ministry has any update on this situation that they can provide?

**Sarah M Miller**

Constituency Assistant for Doug Routley MLA Nanaimo-North Cowichan

**Nanaimo** #112- 50 Tenth Street P: 250.716.5221

**Ladysmith** #1-16 High Street P: 250.245.9375

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**From:** s.22

**Sent:** Wednesday, April 12, 2023 2:10 PM

**To:** Routley.MLA, Douglas <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>

**Subject:** Crown Water Lot Transfer

Dear Mr. Routley,

Thank you for referring an earlier inquiry of mine to the right government department.

Many of us are concerned about what is going to happen with our waterfront. The Ladysmith Maritime Society, the Town of Ladysmith and the BC Government have invested a lot of time and money in what is now a beautiful waterfront, and a major economic asset.



As you are our government representative, I think that residents will want to hear your views on this important issue. Also, what if any, the 9400 residents of the Town' and the 1400 residents of the Stz'uminus First Nation can do to help to see this resolved with a secure and workable arrangement that will protect and expand the economic benefits to all of our area residents.

s.22

**From:** Yeung, Lucinda IRR:EX (Lucinda.Yeung@gov.bc.ca)  
**To:** Ritchie, Leanne GCPE:EX (Leanne.Ritchie@gov.bc.ca); Aronson, Art GCPE:EX (Art.Aronson@gov.bc.ca)  
**Cc:** Munro, Asia IRR:EX (Asia.Munro@gov.bc.ca); Mitchell, Noah IRR:EX (Noah.Mitchell@gov.bc.ca)  
**Subject:** FW: Marina Lease  
**Sent:** 05/01/2023 21:16:41  
**Attachments:** image001.png  
**Message Body:**

FYI – Leanne – as per your advice I've suggested they provide Nigel's contact for Nanaimo News Bulletin

**From:** Routley.MLA, Douglas <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>  
**Sent:** May 1, 2023 9:04 AM  
**To:** Lund-Phillips, Astra <[Astra.Lund-Phillips@leg.bc.ca](mailto:Astra.Lund-Phillips@leg.bc.ca)>  
**Subject:** FW: Marina Lease

Hi Astra,

See below media request RE: Ladysmith Marina issue

**Sarah M Miller**

Constituency Assistant for Doug Routley MLA Nanaimo-North Cowichan

**Nanaimo** #112- 50 Tenth Street P: 250.716.5221

**Ladysmith** #1-16 High Street P: 250.245.9375

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**From:** Bailey Seymour <[bailey.seymour@nanaimobulletin.com](mailto:bailey.seymour@nanaimobulletin.com)>  
**Sent:** Monday, May 1, 2023 9:02 AM  
**To:** Routley.MLA, Douglas <[Douglas.Routley.MLA@leg.bc.ca](mailto:Douglas.Routley.MLA@leg.bc.ca)>  
**Subject:** Marina Lease

Hey Mr. Routley

By chance would you be the person to speak to about the Ladysmith marina lease issue on behalf of the province or am I better off going straight to the ministry.

Thanks!

Bailey Seymour (He/Him)

Nanaimo News Bulletin

W: 250-734-4622 (Mon-Fri)

C: 403-701-0681

[Bailey.seymour@nanaimobulletin.com](mailto:Bailey.seymour@nanaimobulletin.com)

**From:** Ritchie, Leanne GCPE:EX (Leanne.Ritchie@gov.bc.ca)  
**To:** Marriott, Sarah GCPE:EX (Sarah.Marriott@gov.bc.ca); Yeung, Lucinda IRR:EX (Lucinda.Yeung@gov.bc.ca); Munro, Asia IRR:EX (Asia.Munro@gov.bc.ca); Rankin, Murray IRR:EX (Murray.Rankin@gov.bc.ca)  
**Cc:** Banford, Alexandra R IRR:EX (Alexandra.Banford@gov.bc.ca); McCarthy, Tom IRR:EX (Tom.McCarthy@gov.bc.ca); Mitchell, Noah IRR:EX (Noah.Mitchell@gov.bc.ca); Hynes, Colin GCPE:EX (Colin.Hynes@gov.bc.ca)  
**Subject:** Ladysmith marina  
**Sent:** 04/19/2023 16:06:08  
**Message Body:**

Working on response

L

**Marina's future in question as lease set to shift to First Nation**

Times Colonist (Victoria)

Wednesday, April 19, 2023

Page A01

By Carla Wilson

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cjwilson@timescolonist.com [Link to Story](#)

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**From:** Mitchell, Noah IRR:EX (Noah.Mitchell@gov.bc.ca)  
**To:** Routley.MLA, Douglas G LASS:EX (Douglas.Routley.MLA@leg.bc.ca)  
**Subject:** Re: Briefing Tomorrow  
**Sent:** 04/26/2023 17:29:00  
**Attachments:** image001.png, image001.png  
**Message Body:**

Yes for sure, please join :)  
N

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**From:** Routley.MLA, Douglas <Douglas.Routley.MLA@leg.bc.ca>  
**Sent:** Wednesday, April 26, 2023 10:25:08 AM  
**To:** Mitchell, Noah IRR:EX <Noah.Mitchell@gov.bc.ca>  
**Subject:** Briefing Tomorrow

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Noah,

Doug let me know that he is receiving a briefing tomorrow afternoon on the Ladysmith Marina Society issue – I am wondering if it would be okay for myself or my co-worker Pam to join? We are receiving emails, phone calls and meeting requests on this issue and it would be great for one of us to be able to hear the briefing material.

**Sarah M Miller**  
Constituency Assistant for Doug Routley MLA Nanaimo-North Cowichan

**Nanaimo** #112- 50 Tenth Street P: 250.716.5221  
**Ladysmith** #1-16 High Street P: 250.245.9375

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*I am honoured to live, work and play in the traditional unceded territories of the Snuneymuxw, Stz'uminus, Penelakut Tribes, Lyackson, Halalt and Cowichan Tribes First Nations.*

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s.16



## Ladysmith Harbour Working Group meeting – July 14 2022

### SROW for access (riparian rights and road access)

- Legal public access to Lot C
  - Riparian rights for upland owner (Town)
    - o ROW held by Province for public access
- s.16

- o Survey will be required either way for these tools
  - Physical road needs to be maintained
    - o Existing road has structural issues and going to need to be maintained as long as there is a marina there.
- s.16

### Need SROW for riparian access

#### ROW for public access

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s.16

**From:** Strangway, Ron IRR:EX (Ron.Strangway@gov.bc.ca)  
**To:** Ray Gauthier (ray.gauthier@coastsalishdevcorp.com)  
**Cc:** Mayser, Rudi E FOR:EX (Rudi.Mayser@gov.bc.ca)  
**Subject:** Follow-up Meeting re Ladysmith Marina Lease  
**Sent:** 04/26/2023 16:26:52  
**Message Body:**

Hi Ray,

Thanks for making time for us yesterday. Would May 11 in the afternoon work for you as a follow up?

Thanks,

Ron

---

**Ron Strangway | Negotiator**

Negotiations and Regional Operations Division  
Ministry of Indigenous Relations and Reconciliation

Suite 142 - 2080 Labieux Rd, Nanaimo BC, V9T 6J9

Tel: 250 739-8361 Cell: 250 668-9982

[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)

**From:** Strangway, Ron IRR:EX (Ron.Strangway@gov.bc.ca)  
**To:** Ray Gauthier (ray.gauthier@coastsalishdevcorp.com); Mayser, Rudi E FOR:EX (Rudi.Mayser@gov.bc.ca)  
**Cc:** Dyck, Heinz IRR:EX (Heinz.Dyck@gov.bc.ca)  
**Subject:** Stz'uminus, FOR, MIRR re Ladysmith Marina Lease Assignment  
**Sent:** 04/25/2023 18:43:05  
**Message Body:**

Hi Ray,

As discussed, this is an opportunity to chat about the marina lease assignment from the Town of Ladysmith.

Thanks,

Ron

---

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

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s.15; s.17

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s.15; s.17

Canada, Victoria

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---

**From:** Strangway, Ron IRR:EX (Ron.Strangway@gov.bc.ca)  
**To:** Ray Gauthier (ray.gauthier@coastsalishdevcorp.com)  
**Subject:** RE: Meeting Time with Forests re Marina Lease Assignment  
**Sent:** 04/21/2023 20:04:07  
**Message Body:**

Thanks Ray. I'll send out an invite.

---

**Ron Strangway | Negotiator**

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[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)

**From:** Ray Gauthier <ray.gauthier@coastsalishdevcorp.com>  
**Sent:** Friday, April 21, 2023 12:38 PM  
**To:** Strangway, Ron IRR:EX <Ron.Strangway@gov.bc.ca>  
**Subject:** RE: Meeting Time with Forests re Marina Lease Assignment

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

After 3 on Tuesday works

**From:** Strangway, Ron IRR:EX <[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)>  
**Sent:** Thursday, April 20, 2023 4:03 PM  
**To:** Ray Gauthier <[ray.gauthier@coastsalishdevcorp.com](mailto:ray.gauthier@coastsalishdevcorp.com)>  
**Subject:** Meeting Time with Forests re Marina Lease Assignment

Hi Ray,

I'm wondering if any of the following dates might work for us to get together with Rudi for Ministry of Forests to discuss the marina lease assignment:

Monday April 24 between 1:30 and 3

Tuesday 25 between 10 and 12, or after 3

Wednesday 26 between 10 and 12

Thanks,

Ron

---

**Ron Strangway | Negotiator**

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[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)



**From:** Strangway, Ron IRR:EX (Ron.Strangway@gov.bc.ca)  
**To:** RayGauthier (ray.gauthier@coastsalishdevcorp.com)  
**Cc:** Engels, Simone FOR:EX (Simone.Engels@gov.bc.ca); Freer, Michael L FOR:EX (Michael.Freer@gov.bc.ca)  
**Subject:** Update on Tenure Reviews - Ladysmith Harbour  
**Sent:** 03/15/2023 17:08:09  
**Message Body:**

Good morning Ray,

I've had a chance to follow up with Simone and Mike regarding the status of the tenure reviews.

s.16

DL2060: Stz'uminus can apply for this water lot tenure interest at any time. The application will need to include a tenure purpose (i.e. commercial, residential) and a management plan.

Town marina lease: FOR is reviewing the application for assignment to Stz'uminus and is expecting to make a decision in the next month or so. A management plan will be required in short order following the decision.

s.16

Please let me, Simone or Mike know if you have any questions or concerns.

Ron

---

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[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)

**From:** Strangway, Ron IRR:EX (Ron.Strangway@gov.bc.ca)  
**To:** Ray Gauthier (ray.gauthier@coastsalishdevcorp.com)  
**Subject:** Ladysmith Marina Assignment Application  
**Sent:** 12/19/2022 18:00:26  
**Message Body:**

Good morning Ray,

I wanted to confirm with you that Forests has received the assignment application from the Town and Forests is currently working to process it.

I'll let you know as soon as I hear that they've completed it.

Ron

---

**Ron Strangway | Negotiator**

Negotiations and Regional Operations Division  
Ministry of Indigenous Relations and Reconciliation

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Tel: 250 739-8361 Cell: 250 668-9982

[Ron.Strangway@gov.bc.ca](mailto:Ron.Strangway@gov.bc.ca)

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## **Stz'uminus First Nation Interest Report**

### **Summary**

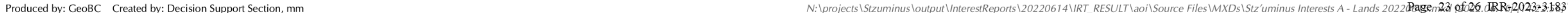
Block B, District Lot 2016, Cowichan District PIN 90005433	<p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p> <p>-BCAL Inventory file #1408854 Commercial (Town of Ladysmith waterfront development plan), #1415239 Miscellaneous Land (10.1 Private Moorage moratorium)</p> <p>-Land Act Tenures:            *License #1403564 license of occupation ToL            *Lease #1407751 Doc# 106431 ToL Marina Exp 2029-Dec-01            *Reserve/Notation #1414573 doc #V927944 Private Moorage Exp 2027-Jan-17</p> <p>-Local Government CVRD/ToL (notification)</p>
Block C, District Lot 2016, Cowichan District PIN 90005434	
Block D, District Lot 2016, Cowichan District PIN 90048007	<p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p> <p>-BCAL Inventory file #1408854 Commercial, #1415239 Miscellaneous Land</p> <p>-Land Act Tenures:            *License #1403564 license of occupation ToL            *Lease #1407751 doc# 106431 ToL Marina Exp 2029-Dec-01            *Reserve/Notation #1414573 doc #V927944 Private Moorage Exp 2027-Jan-17</p> <p>-Local Government CVRD/ToL</p>
Block E, District Lot 2016,2060,Cowichan District PIN 90048008- Order in Council No 505 April 18 1991	<p>-Environmental Remediation Sites file # 5352 Ladysmith Public Port Facility</p> <p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p>

	<p>-BCAL Inventory file #1408854 Commercial, #1415239 Miscellaneous Land</p> <p>-Land Act Tenures:          *Licence #1403564 Licence of Occupation ToL          *Transfer of Admin/Control License #1403766 OIC1693 FED TRANSFER Exp 9999 Dec 31 (Small Craft Harbour)          *Lease #1407751 Doc #106431 ToL Exp 2029-Dec-01          *Reserve/Notation file #1414573 Doc #V927944 Private moorage Exp 2027-Jan-17          *License #1414780 Doc #V932315 SALT AIR MARINE SERVICES LTD. License of Occupation Exp 2029-Jan-01</p> <p>-Local Government CVRD/ToL</p>
District Lot 2059, Cowichan District PIN 90048005 Crown File 1414780, Under lease #932315	<p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p> <p>-BCAL Inventory file #1408854 Commercial, #1415239 Miscellaneous Land</p> <p>-Land Act Tenures:          *License #1403564 ToL License of occupation          *Transfer of Admin/control #1403766 Doc #OIC1693 Public Wharf FED TRANSFER Exp 9999 Dec 31          *Lease #1407751 Doc # 106431 Marina Exp 2029-Dec-01          *Reserve/Notation # 1414573 Doc #V927944 Private Moorage Exp 2027-Jan-17          *License # 1414780 Doc # V932315 Saltair Marine Services Industrial license of Occupation Exp 2029-Jan-01          *License #1414789 Doc # V932314 0767479 BC LTD Industrial License of Occupation Exp 2029-Jan-01</p> <p>-Local Government CVRD/ToL</p>
District Lot 651, Cowichan District PID 009-694-463 PIN 12508750	

<p>District Lot 16G, Oyster District PID 009-695-001 PIN 12508880</p>	<p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p> <p>- BCAL Inventory file #1408854 Commercial, #1415239 Miscellaneous Land</p> <p>-Land Act Tenures: *Lease #1413408 THUY'SHE'NUM PROPERTY MANAGEMENT LIMITED PARTNERSHIP *Reserve/notation #1414573 doc# V927944 Private moorage Exp 2027-Jan-17 *Reserve/notation file #1414915 doc #935846 MIRR Interim measures exp. 2024-May-14</p> <p>-Local Government CVRD/ToL</p>
<p>District Lot 17G, Oyster District PID 009-695-079 PIN 12508910</p>	<p>-Forest Administration TSA 38</p> <p>-Guide Outfitter Darren Deluca file #110005</p> <p>- BCAL Inventory file #1415239 Miscellaneous Land</p> <p>Land Act Tenures: *Reserve/Notation #1414573 doc #V927944 Private moorage exp 2027-Jan-17</p> <p>-Local Government CVRD/ToL</p>



A handwritten signature in black ink, appearing to read "J. A. Apstein", is written over a horizontal line. The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.



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s.14 ; s.16