

# **SNUNEYMUXW TREATY NEGOTIATIONS**

**\*DRAFT CONSULTATION**

**AGREEMENT-IN-PRINCIPLE**

February 8, 2001

\*Revisions to this draft agreement are currently being negotiated.

## LEGEND

[Square brackets] - outstanding issues

**Bold** - new language

***Bold Italics*** - comments on a clause

## PREAMBLE

WHEREAS the Snuneymuxw people are aboriginal people of Canada;

[WHEREAS the Snuneymuxw claim entitlement to the benefits accorded by the Douglas Treaty of 1854 with the Saalequun Tribes;]

WHEREAS section 35 of the Constitution Act 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

WHEREAS the courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

WHEREAS the Snuneymuxw treaty negotiations have been conducted in an atmosphere of mutual respect and openness;

WHEREAS the Parties have negotiated this Agreement under the British Columbia Treaty Commission Process;

WHEREAS the Parties desire certainty in respect of Snuneymuxw ownership and use of lands and resources, Snuneymuxw law-making authority and the relationship of federal, provincial and Snuneymuxw laws;

WHEREAS the Snuneymuxw assert that the Nanaimo River Estuary is of fundamental importance to the history, culture and future of the Snuneymuxw; and

WHEREAS this Agreement sets out the principles agreed to by the Parties for negotiating a Final Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## **GENERAL PROVISIONS**

### **Nature of the Agreement-in-Principle**

This Agreement-in-Principle will form the basis for negotiating the Final Agreement. This Agreement is not legally binding, is not a treaty or a land claims agreement and does not recognize or affirm any rights.

Based upon this Agreement-in-Principle, the Parties will begin as soon as practicable to negotiate the Final Agreement.

### **Nature of the Final Agreement**

The Final Agreement, once ratified by the Parties, will be legally binding on all persons and all Parties, including the Crown, and can be relied on by all persons.

Upon ratification of the Final Agreement by the Parties, the Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.

### **Assurances**

Snuneymuxw will provide assurances that it represents all Snuneymuxw People who, as Snuneymuxw People, may have aboriginal rights and title or Douglas Treaty rights.

Canada, British Columbia and the Snuneymuxw will each provide assurances that they have the authority to enter into the Final Agreement.

### **Indemnity**

Snuneymuxw will indemnify Canada and British Columbia regarding liability for any claims relating to any aboriginal rights and title, or any Douglas Treaty rights, including any rights other than or different from the rights in the Final Agreement and any past infringements of any aboriginal rights or Douglas Treaty rights of the Snuneymuxw people.

### **Constitution of Canada**

The Final Agreement will not alter the Constitution of Canada.

Snuneymuxw Government will be bound by the provisions of the Canadian Charter of Rights and Freedoms in respect of all matters within its authority.

[For greater certainty, nothing in the Final Agreement will limit or restrict the operation of the Canadian Human Rights Act or the British Columbia Human Rights Act. ] Snuneymuxw question reason for both Acts being applied.

### **Character of Snuneymuxw Land**

After the Effective Date, there will be no "lands reserved for the Indians" within the meaning of the Constitution Act, 1867 for Snuneymuxw and there will be no Snuneymuxw "reserves" as defined in the Indian Act for Snuneymuxw.

## **Application of Federal and Provincial Laws**

Federal and provincial laws will apply to Snuneymuxw, Snuneymuxw

Government, Snuneymuxw Public Institutions, Snuneymuxw Citizens, and to Snuneymuxw Treaty Settlement Lands.

[Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under federal or provincial law and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.] BC/Federal Proposal

The Final Agreement will confirm that federal settlement legislation will prevail over other federal laws to the extent of any Conflict, and provincial settlement legislation will prevail over other provincial laws to the extent of any Conflict.

## **Relationship of Laws**

The Final Agreement will address the relationship of Snuneymuxw laws with federal and provincial laws.

Notwithstanding any other rule of priority in this agreement, in the event of a conflict between an Aboriginal law and a federal law that pursues an objective of overriding national importance, the federal law prevails to the extent of the conflict. For greater certainty, the reference to "overriding national importance" includes federal laws relating to the preservation of peace, order and good Government in Canada, as well as federal laws that relate specifically to the criminal law, human rights or the protection of health and safety of all Canadians."

The Final Agreement will prevail to the extent of any Conflict with a federal or provincial law. Canada will recommend to Parliament that federal settlement legislation make provincial laws apply to Snuneymuxw, Snuneymuxw Government, Snuneymuxw Public Institutions, Snuneymuxw Citizens, and Snuneymuxw Treaty Settlement Lands if those provincial laws do not apply of their own force.

[Snuneymuxw laws will not apply to Canada.] Canada's proposal

Any Snuneymuxw law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

[Snuneymuxw will ensure that its actions and laws comply with Canada's international legal obligations and will remedy any action or law found to be inconsistent with Canada's international legal obligations.]

OR

[Nothing in the Final Agreement will be construed as authorizing Snuneymuxw Government to make laws or take any actions that are inconsistent with any of Canada's international legal obligations.] Under legal review

[For greater certainty, a reference to "Canada's international legal obligations" in the Final Agreement will include those which are in effect on, or after, the coming into force of the federal legislation giving effect to the Final Agreement.]

### **Application of the *Indian Act***

The *Indian Act* will not apply to Snuneymuxw, Snuneymuxw Government, and Snuneymuxw Citizens, except as set out in the Indian Act Transition and Taxation Chapters.

### **Other Rights, Benefits and Programs**

The Final Agreement will not affect the ability of Snuneymuxw Citizens who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens. The Final Agreement will not affect the eligibility of Snuneymuxw Citizens for federal and provincial programs and services for aboriginal people, unless Snuneymuxw assumes responsibility over those Citizens for those programs or services.

### **Court Decisions**

The Final Agreement will provide for the effect of court decisions regarding interpretation or validity of the Final Agreement.

### **Full and Final Settlement**

The Final Agreement will be a full and final settlement of any aboriginal rights, including aboriginal title, and any Douglas Treaty rights, that Snuneymuxw may have in Canada. The resolution of specific claims is to be addressed prior to Final Agreement.

### **Snuneymuxw Section 35 Rights**

The Final Agreement will exhaustively set out Snuneymuxw section 35 rights, the [geographic extent of those rights], and the limitations to those rights, to which the Parties have agreed, and those rights will be:

- a) the aboriginal rights, including aboriginal title, and any Douglas Treaty rights, as modified by the Final Agreement and the settlement legislation, in Canada of Snuneymuxw and its people and to Snuneymuxw Treaty Settlement Land and other lands and resources in Canada;
- b) the jurisdictions, authorities and rights of Snuneymuxw Government; and
- c) the Snuneymuxw section 35 rights.

Snuneymuxw reviewing clause as part of Certainty.

### **Modification - BC/Canada Proposal. SFN do not agree.**

[Notwithstanding the common law, as a result of the Final Agreement and the settlement legislation, the aboriginal rights, including the aboriginal title, and any Douglas Treaty rights, of Snuneymuxw, as they existed anywhere in Canada before the effective date, including their attributes and geographic extent, will be modified, and continue as modified, as set out in the Final Agreement.]

[For greater certainty, the aboriginal title of Snuneymuxw anywhere that it existed in Canada before the Effective Date will be modified and continue as the estates in fee simple to those areas identified in the Final Agreement as Snuneymuxw Treaty Settlement Land.]

### **Release**

[If, despite the Final Agreement and the settlement legislation, Snuneymuxw has an aboriginal right, including aboriginal title, or a Douglas Treaty right, in Canada, that is other than, or different in attributes or geographical extent from, Snuneymuxw section 35 rights as set out in the Final Agreement, Snuneymuxw will release that aboriginal right or Douglas Treaty right to Canada to the extent that the aboriginal right or Douglas Treaty right is other than, or different in attributes or geographical extent from Snuneymuxw section 35 rights as set out in the Final Agreement.]

[Snuneymuxw will release Canada, British Columbia and all other persons from all claims, demands, actions or proceedings, of whatever kind, and whether known or unknown, that Snuneymuxw ever had, now has or may have in the future, relating to or arising from any act, or omission, before the Effective Date that may have affected or infringed any aboriginal rights, including aboriginal title or Douglas Treaty rights, in Canada of Snuneymuxw.]

### **Other Aboriginal People**

The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal people other than Snuneymuxw People.

If a court determines that a provision of the Final Agreement adversely affects aboriginal or treaty rights of another aboriginal people, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.

The Final Agreement will set out provisions for negotiating appropriate remedies where Snuneymuxw treaty rights are adversely affected by a future treaty with another aboriginal people.

### **Amendment Provisions**

The Final Agreement will include an amendment process.

### **Interpretation**

The General Provisions Chapter of the Final Agreement will prevail over other chapters of the Final Agreement to the extent of any Conflict or inconsistency.

The terms of the Final Agreement will not be presumed to be interpreted in favour of any Party.

The Final Agreement will set out other provisions concerning interpretation of the Final Agreement.

[The English and French text of the Final Agreement will be equally authoritative and will be signed by all three Parties.] Snuneymuxw reviewing.

### **Consultation**

Where Canada and British Columbia have Consulted or provided information to Snuneymuxw under the Final Agreement, and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional consultation obligations.

### **Information and Privacy**

The Final Agreement will set out arrangements among the Parties relating to privacy and access to information requirements of the Parties.

LAND

## **BRAINSTORMING ITEM PARTIES CONSIDERING APPROACH**

### **Snuneymuxw Treaty Settlement Land**

1. [On the Effective Date, Snuneymuxw Treaty Settlement Land will consist of approximately: 266 hectares of existing Snuneymuxw Indian Reserves;

(b) \_\_ hectares of Crown Land; and

as agreed to by the Parties, up to \_\_hectares of private land, purchased on a willing seller and willing buyer basis located within the Regional District of Nanaimo, including Gabriola Island and the City of Nanaimo.

as described in Appendix A, but will not include submerged lands and Provincial Roads, Crown Corridors.

Some of the lands may be acquired through Treaty Related Measures between Agreement-in-Principle and Final Agreement. The remainder will be acquired by the First Nation after the Effective Date.

Any lands described in 1 (c) above will be purchased from a capital acquisition fund of up to \_\_\_\$ (2001 dollars). This fund will be used for purchase of land and acquisition of commercial licences and fishing vessels as set out in the Fisheries chapter. The balance of the capital acquisition fund will be transferred to the Snuneymuxw First Nation at the Effective Date as part of the Capital Transfer.

The Parties acknowledge and agree that while it is their intention, as set out in 1(c) above, to endeavour to include private land in the composition of Snuneymuxw Treaty Settlement Land, the inclusion of any private land in the composition of Snuneymuxw Treaty Settlement Land is contingent upon and subject to:

- a) agreement on jurisdictional arrangements as set out in the Governance chapter and the Local and Regional Government Relations chapter;
- b) agreement on all relevant cost-sharing issues between Canada and BC respecting any and all specific parcels of private land;

mutually satisfactory arrangements being reached with the vendor of any and all specific parcels of private land;

the acceptability to Snuneymuxw of the terms of acquisition, including purchase price, respecting any and all specific parcels of private land; and

the total costs associated with the purchase of any and all private lands to be applied against the Capital Transfer to be paid to Snuneymuxw.]

On the Effective Date, Snuneymuxw will own Snuneymuxw Treaty Settlement Land in fee simple subject to the continuation of interests existing on the Effective Date as set out in Appendix B. Appendix B will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect new or replacement interests on Snuneymuxw Treaty Settlement Land.

Subject to paragraph 5, Snuneymuxw fee simple ownership of Treaty Settlement Land will not be subject to any condition, proviso, restriction, exception, or reservation set out in the Land Act, or any comparable limitation under federal or provincial law.

In accordance with the Final Agreement, the Snuneymuxw Constitution and any Snuneymuxw law, the Snuneymuxw may transfer interests in Snuneymuxw Treaty Settlement Land without the consent of Canada or British Columbia.

The Final Agreement will contain provisions concerning the status of Snuneymuxw Treaty Settlement Land which are sold.

All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law of doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Snuneymuxw Land.

If, at any time, any parcel of Snuneymuxw Land, or any estate or interest in a parcel of Snuneymuxw Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Snuneymuxw.

Snuneymuxw Treaty Settlement Land will be surveyed and the Final Agreement will set out the process under which Snuneymuxw Treaty Settlement Land or parcels of Snuneymuxw Treaty Settlement Land may be registered under the provincial land registry system.

Snuneymuxw will have law-making authority over Snuneymuxw Treaty Settlement Land as set out in the Final Agreement.

### **Additions to Snuneymuxw Treaty Settlement Land**

Canada/BC Proposal

[With the agreement of, and at no cost to, Canada and British Columbia, Snuneymuxw may add up to \_\_\_hectares to Snuneymuxw Treaty Settlement Land which are:]

[within the area set out in Appendix \_\_\_]

[in areas free from overlap with another First Nation unless that First Nation consents;]

[outside of municipal boundaries unless the municipality consents;]

[contiguous to existing Snuneymuxw Treaty Settlement Land;] and]

[owned in fee simple by Snuneymuxw.]

### **Other Snuneymuxw Lands**

On the Effective Date, Snuneymuxw will own Other Snuneymuxw Lands described in Appendix D in fee simple, subject to the interests set out in Appendix D.

Snuneymuxw will not own the Subsurface and Mineral Resources on Other Snuneymuxw Lands.

Other Snuneymuxw Lands will not be Snuneymuxw Lands.

Subsurface and Mineral Resources

Subject to paragraph 2, Snuneymuxw will own Subsurface and Mineral resources under Treaty Settlement Land if, prior to the Effective Date, those resources were owned by the Crown.

Snuneymuxw may set fees, rent and other charges prior to the development and extraction of Subsurface and Mineral Resources owned by Snuneymuxw under Snuneymuxw Treaty Settlement Land.

Snuneymuxw and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface and Mineral Resources owned by Snuneymuxw under Treaty Settlement Land.

For greater certainty, nothing in the Final Agreement will limit or restrict the operation of federal laws with respect to atomic energy on Snuneymuxw Treaty Settlement Land.

For greater certainty, nothing in the Final Agreement will limit or restrict the operation of federal or provincial laws in respect of mining, including those specifically addressing environmental protection, health and safety, and mine abandonment and reclamation on Snuneymuxw Treaty Settlement Land.

## **Federal and Provincial Expropriation of Snuneymuxw Treaty Settlement Land**

Canada/BC Proposal

[Canada and British Columbia acknowledge as a general principle that, where it is reasonable to use other means, federal and provincial expropriation of Treaty Settlement Land will be avoided.]

[Notwithstanding paragraph 17, interests in Treaty Settlement Land may be expropriated in accordance with the Final Agreement.]

[Governor-in-Council consent will be required for a federal expropriation.]

[The Final Agreement will set out provisions under which Canada or British Columbia may provide alternative lands as compensation for an expropriation.]

[The Final Agreement will set out provisions under which Canada or British Columbia may negotiate with the Snuneymuxw the terms under which the Snuneymuxw may acquire previously expropriated land if the land is no longer required by Canada or British Columbia.]

[Snuneymuxw Treaty Settlement Land expropriated by Canada will no longer be Snuneymuxw Treaty Settlement Land.]

[The Final Agreement will contain provisions concerning the status of Snuneymuxw Treaty Settlement Land that are expropriated by British Columbia.]

### **Interim Protection Measures**

Prior to the Final Agreement, the Parties may negotiate interim protection measures on proposed Snuneymuxw Treaty Settlement Land.

ACCESS

### **Public Access on Treaty Settlement Land**

1. Subject to paragraphs 4 and 5, Snuneymuxw will allow reasonable public access on Snuneymuxw Treaty Settlement Land for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on Snuneymuxw Treaty Settlement Land.

Reasonable public access does not include the harvesting or extraction of resources owned by Snuneymuxw, or causing damage to Snuneymuxw Treaty Settlement Land or resources owned by Snuneymuxw.

The Final Agreement will include provisions with respect to access, where reasonably required, to legal interests within, contiguous to or in close proximity to Snuneymuxw Treaty Settlement Land. Snuneymuxw may designate portions of Snuneymuxw Treaty Settlement Land as Snuneymuxw Private Land.

Snuneymuxw Government may make laws, regulating public access on Snuneymuxw Treaty Settlement Land for:

- a) purposes of public safety;
- b) prevention of nuisance or damage;
- c) prevention of harvesting or extracting resources owned by Snuneymuxw; and
- d) the protection of sensitive habitat or cultural sites.

[In the event of a Conflict between a federal or provincial law and a Snuneymuxw law made under paragraph 5, the federal or provincial law prevails to the extent of the Conflict.]

Snuneymuxw liability for public access to Snuneymuxw Treaty Settlement Land, other than Snuneymuxw Private Lands, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

Navigable Waters

Nothing in the Final Agreement will affect the public right of navigation on navigable waters.

### **Crown Access to Snuneymuxw Treaty Settlement Land**

Employees, agents and other representatives of the Crown, Public Utilities and police will have access without charge to Snuneymuxw Treaty Settlement Land in order to enforce laws, respond to emergencies, deliver programs and services and for other specified purposes as set out in the Final Agreement.

[The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security, without charge.] SFN seeking assurance that federal law in respect of compensation apply.

### **Snuneymuxw Access to Crown Land**

Employees, agents and other representatives of Snuneymuxw Government will have access without charge on Crown land to enforce Snuneymuxw laws, deliver programs and services and for other specified purposes as set out in the Final Agreement, in accordance with federal and provincial laws.

[Snuneymuxw Citizens will have reasonable access to and onto Crown land to allow for the exercise of Snuneymuxw rights set out in the Final Agreement, including use of resources for purposes incidental to the normal exercise of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation and do not interfere with authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.] Canada/BC Proposal

OR

[Snuneymuxw Citizens will have reasonable access to and onto Crown land to allow for the exercise of Snuneymuxw rights set out in the Final Agreement, including use of resources for purposes incidental to the normal exercise of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation. and do not interfere with authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.] Snuneymuxw Proposal

## **ROADS AND CROWN CORRIDORS**

### **Crown Corridors**

1. [Crown Corridors, as set out in Appendix C, will not be part of Snuneymuxw Treaty Settlement Land and will be owned by British Columbia. The widths of Crown Corridors will be set out in Appendix C. ] Concept agreed to but need to discuss once land package known.

The Final Agreement will provide for British Columbia's ability to regulate activities on Snuneymuxw Treaty Settlement Land adjacent to Crown Corridors to the extent reasonably required to protect road and Public Utilities works in Crown Corridors and to ensure the safety of users of Crown Corridors.

Where reasonably practicable, British Columbia will Consult with Snuneymuxw Government before conducting activities and constructing works under paragraph 3.

Snuneymuxw will Consult with British Columbia on land use decisions relating to the development of Snuneymuxw Treaty Settlement Land adjacent to Crown Corridors.

Upon the request of Snuneymuxw, British Columbia will Consult with Snuneymuxw with respect to the regulation of traffic and transportation on those portions of Crown roads immediately adjacent to Snuneymuxw Treaty Settlement Land.

### **Roads**

Provincial Roads will not be part of Snuneymuxw Treaty Settlement Land and are owned by British Columbia.

Unless otherwise agreed to by the Parties, Roads on Snuneymuxw Treaty Settlement Land will be Snuneymuxw Roads.

In accordance with the Access Chapter, Snuneymuxw will allow public use of Snuneymuxw Roads.

Snuneymuxw will be responsible for maintenance and repair of Snuneymuxw Roads.

### **Access to Gravel**

[British Columbia will have reasonable access to sufficient quantities and qualities of Gravel from Snuneymuxw Treaty Settlement Land to construct, maintain or repair works on, or to protect users of, Crown Corridors and public roads in the vicinity of Snuneymuxw Treaty Settlement Land, at no cost, other than the cost of extraction, refinement, and transportation.] BC Proposal

## **CULTURAL ARTIFACTS AND HERITAGE**

### **General**

The Parties acknowledge the integral role of Snuneymuxw artifacts in the continuation of Snuneymuxw culture, values and traditions, whether those artifacts are held by the Snuneymuxw, the Canadian Museum of Civilization or the Royal British Columbia Museum.

### **Snuneymuxw Artifacts**

Prior to the signing of the Final Agreement, Canada and the Snuneymuxw will negotiate agreements in regard to the disposition of any Snuneymuxw artifacts held by the Canadian Museum of Civilization.

British Columbia and Snuneymuxw will negotiate agreements for the sharing of any Snuneymuxw artifacts held by the Royal British Columbia Museum.  
Canada and British Columbia will make reasonable efforts to facilitate Snuneymuxw access to Snuneymuxw artifacts in other collections.

### **Heritage Sites**

Snuneymuxw Government may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Snuneymuxw Treaty Settlement Land in order to preserve Snuneymuxw and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.

Prior to the Final Agreement, the Parties will discuss how Snuneymuxw's interests in the management of Heritage Sites, which are relevant to the Snuneymuxw off Treaty Settlement Land, will be addressed.

### **Place Names**

Subject to provincial policy and procedures, British Columbia will name or rename in the Snuneymuxw language the key geographic features set out in Appendix D.

British Columbia will also record Snuneymuxw names and historic background information in the British Columbia Geographic Names data base for the geographic features that are set out in Appendix D, in accordance with provincial policy and procedures.

SFN to propose clause on enhancement and protection of their language and religion.

### **PARKS AND PROTECTED AREAS**

Petroglyph Park will be transferred to Snuneymuxw for use as a park with principles of management to be negotiated in the Final Agreement, including protection of ecological integrity, cultural values, continued public access and enjoyment of the area and assured protection of park status in the treaty.

The Snuneymuxw will have authority over their non-commercial, traditional harvesting practices other than fishing and hunting, within parks located within an areas to be set out in the Final Agreement, subject to park management, planning, public health and safety and conservation principles

Snuneymuxw may participate in any public park management planning processes for an area to be set out in the Final Agreement.

Any changes to the classification of Parks, Protected Areas or Ecological Reserves or additions to Parks and Protected Areas or Ecological Reserves within an area to be set out in the Final Agreement will be done in consultation with Snuneymuxw.

The Final Agreement will address issues of how Snuneymuxw culture and history will be interpreted and depicted in parks within an area to be set out in the Final Agreement.

## **Newcastle Island**

BC will negotiate a number of options that would increase the Snuneymuxw involvement in Newcastle Island park.

BC is prepare to negotiate a Snuneymuxw right of consent for the removal of the protected status of Newcastle Island. (Such a right would complement the existing agreement between the Province and the City of Nanaimo to protect park status that provides for the reversion of the Island to the City should park status ever be removed.)

[Before Final Agreement, British Columbia and the Snuneymuxw will negotiate and attempt to reach agreement on Snuneymuxw participation in the planning and management of Newcastle Island Marine Mark and the enhancement of Snuneymuxw culture in the park. Any arrangements will not be part of the Final Agreement. ]

The parties recognize the importance of the City of Nanaimo in these discussions. BC checking

## **FOREST RESOURCES**

### **Forest Resources on Snuneymuxw Treaty Settlement Land**

Snuneymuxw will own Forest Resources on Treaty Settlement Land unless otherwise provided for in the Final Agreement.

Snuneymuxw Government may determine, collect and administer any fees, rents, or other charges relating to Forest Resources on Snuneymuxw Treaty Settlement Land, unless otherwise provided for in the Final Agreement.

#### Forest Practices and Standards on Snuneymuxw Treaty Settlement Land

Snuneymuxw Government may make laws in respect of the management of Forest Resources on Snuneymuxw Treaty Settlement Land.

Snuneymuxw will not have law-making authority in relation to timber marking and scaling, [manufacture of products] in British Columbia from Forest Resources on Snuneymuxw Treaty Settlement Land, and export of Forest Resources removed from Snuneymuxw Treaty Settlement Land. SFN reviewing

Snuneymuxw laws in respect of Timber Resources under paragraph 3 will provide for forest practices and standards that meet or exceed those established under provincial legislation applicable on Crown Land.

Snuneymuxw laws in respect of Non-Timber Resources under paragraph 3 will provide for forest practices and standards that meet or exceed those established under and provincial legislation applicable on Crown Land.

[In the event of a Conflict between a federal or provincial law and a Snuneymuxw law made under paragraph 3, the federal or provincial law prevails to the extent of the Conflict.]

The Final Agreement will set out arrangements between British Columbia and Snuneymuxw for the management and control of forest health on Snuneymuxw Treaty Settlement Land and for fire protection and suppression on Snuneymuxw Treaty Settlement Land.

The Final Agreement will set out arrangements between British Columbia and Snuneymuxw for the continuation of any existing forestry experimental plots on Treaty Settlement Land as set out in Appendix E. The Final Agreement will provide for information sharing in relation to forest activities on Treaty Settlement Land and on provincial Crown land immediately adjacent to Treaty Settlement Land.

### **Transition Provisions**

The Final Agreement will set out measures for the transition to Snuneymuxw authority and management of Forest Resources on Snuneymuxw Treaty Settlement Land.

### **Economic Opportunities**

The Parties agree the Snuneymuxw have an important interest for economic opportunities in the Mount McKay area. Prior to Final Agreement, the Parties will work to develop opportunities that maximize Snuneymuxw economic involvement at Mount McKay.

## **FISHERIES**

### **General**

- 1) Snuneymuxw will have a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Snuneymuxw Fish Area set out in Appendix X (the Snuneymuxw Fishing Right).
- 2) The Snuneymuxw Fishing Right is held by Snuneymuxw and cannot be alienated.
- 3) The Snuneymuxw Fishing Right will be limited by:
  - a) measures necessary for conservation; and
  - b) measures for purposes of public health or public safety.
- 4) [The Minister will retain authority for managing and conserving Fish, Aquatic Plants and Fish habitat. The Minister will use his authority in a manner consistent with the Final Agreement.]  
Canada to check
- 5) Harvesting under the Snuneymuxw Fishing Right will be conducted in accordance with the provisions of the annual Snuneymuxw Harvest Document issued by the Minister to [Snuneymuxw].
- 6) The Final Agreement will provide that, in any year, where the abundance of a stock or a species of Fish or Aquatic Plants is not sufficient to meet all Allocations made from that stock or species to First Nations for Domestic Purposes, the Minister may reduce the Snuneymuxw Allocation for the stock or species in that year.
- 7) The Final Agreement will not alter federal or provincial laws in respect of proprietary interests in Fish and Aquatic Plants. [Need to define Proprietary interests.]
- 8) [The Snuneymuxw Fishing Right will not interfere with authorized uses of Crown land or the ability of the Crown to authorize uses of or to dispose of Crown land.]
- 9) [Snuneymuxw Citizens will have the right to trade or barter for traditional [non-commercial] purposes among themselves, or with other aboriginal people of Canada in British Columbia, any Fish and Aquatic Plants harvested under the Final Agreement.]

Snuneymuxw Allocations will be harvested within the Snuneymuxw Fishing Area unless otherwise agreed by the Minister.

11) Snuneymuxw may designate persons other than Snuneymuxw Citizens to harvest Fish and Aquatic Plants for which an Allocation has been established under the Final Agreement.

12) Snuneymuxw Citizens and other persons who harvest or attempt to harvest Fish and Aquatic Plants under the Final Agreement may be required, by a condition of a Harvest Document or by federal or provincial legislation, to be designated and documented by [Snuneymuxw Government.]

## **Snuneymuxw Fishery**

### **Salmon Allocations**

The methods for determining the Allocations [share] of sockeye, chum, chinook, coho and pink salmon, [steelhead] that can be harvested each year under the Snuneymuxw Fishing Right are described in Appendix Y.

Subject to the agreement of the parties, the Final Agreement may include a method for decreasing the Allocation of Fraser River sockeye that can be harvested and increasing the Allocation of chum, chinook or coho salmon that can be harvested as harvestable surpluses of these species originating in the Snuneymuxw Fish Area increase.

The Final Agreement will set conditions for subsequent annual adjustments to account for Snuneymuxw salmon harvests that exceed or fail to meet the salmon Allocation in any year.

### **Non-salmon Allocations**

The Allocations of the following non-salmon species that can be harvested under the Snuneymuxw Fishing Right are set out in Appendix Z:

- a) inter-tidal bivalves;
- groundfish;
- crab;
- d) herring;
- e) prawns; and
- f) other species on agreement of the Parties.

If there is no Allocation set for a non-salmon species under Appendix Z, then Snuneymuxw Citizens may harvest that non-salmon species for Domestic Purposes in the Snuneymuxw Fish Area in accordance with a Snuneymuxw Harvest Document.

The Final Agreement will include provisions to add non-salmon species to Appendix Z, taking into account Snuneymuxw's current harvest for Domestic Purposes and other factors that the Parties agree are relevant.

## **Fisheries Management**

### **Coordination**

Snuneymuxw may provide the Minister with advice relating to issues that affect Snuneymuxw fisheries under the Agreement.

The Final Agreement will set out Snuneymuxw's role in the planning and monitoring of activities associated with the agreement and other fisheries management activities. This may include pre-season, in-season and post-season information sharing.

The Parties may enter into agreements outside of the Final Agreement regarding co-operative catch monitoring, stock assessment, habitat management and other management activities. On request, Snuneymuxw will provide Canada and British Columbia with catch data and other information related to the Snuneymuxw harvest.

### **Advisory Processes**

Where there is a federal public fisheries advisory process that primarily involves the Snuneymuxw Fishing Area, Snuneymuxw will have a right to participate in the process on the same basis as other participants.

Where there is a federal public fisheries advisory process that involves a geographic area significantly larger than the Snuneymuxw Fishing Area, the Minister will determine whether Snuneymuxw will participate in the process on the same basis as other participants, or will be represented in the process along with other First Nations.

Canada may proceed with a federal public fisheries advisory process if Snuneymuxw decides not to participate in the process.

The design, establishment or termination of a federal public fisheries advisory process will be at the discretion of the Minister.

### **Snuneymuxw Annual Fish Plans**

Snuneymuxw will develop Snuneymuxw Annual Fish Plans. On request, the Minister will provide Snuneymuxw with information available to the public that is relevant to the preparation of the Snuneymuxw Annual Fish plans. Snuneymuxw and the Minister will discuss possible provisions for the Snuneymuxw Annual Fish Plans and the Snuneymuxw Harvest Document prior to the development of Snuneymuxw Annual Fish Plans.

Snuneymuxw Annual Fish Plans will include, as appropriate:

- a) proposed harvest by species and, where appropriate, stock;
- b) characteristics of Fish and Aquatic Plants that may be harvested;
- c) location and timing of harvest;
- d) method of harvest, including the size, type, identification, marking and quantity of fishing gear and the manner in which it may be used;
- e) monitoring of harvest, including notification, catch monitoring and reporting of harvest;
- f) distribution and transportation of Fish and Aquatic Plants harvested under the Snuneymuxw Fishing Right;
- g) enforcement of Snuneymuxw fisheries; and
- h) other matters.

Snuneymuxw may set out provisions in a Snuneymuxw Annual Fishing Plan that Snuneymuxw wishes to be included in a Snuneymuxw Harvest Document.

Snuneymuxw will provide Snuneymuxw Annual Fish Plans to the Minister in a timely fashion. Snuneymuxw Annual Fish Plans will not be part of the Final Agreement.

### **Snuneymuxw Harvest Document**

34) Each year, the Minister will issue a Harvest Document to Snuneymuxw in respect of the Snuneymuxw Fishing Right. The Snuneymuxw Harvest Document will be consistent with the Final Agreement.

35) Where the Minister receives Snuneymuxw Annual Fish Plans in a timely fashion, the Minister will take into account the relevant portions of Snuneymuxw Annual Fish Plans prior to issuing a Snuneymuxw Harvest Document.

Where, in an Annual Fish Plan, Snuneymuxw sets out specific provisions that it wishes included in a Snuneymuxw Treaty Harvest Document, the Minister will provide Snuneymuxw with written reasons if the Minister believes that the Snuneymuxw Treaty Harvest Document differs significantly from the specific provisions that Snuneymuxw set out.

If Snuneymuxw disagrees with a condition of the Snuneymuxw Harvest Document, Snuneymuxw may provide additional information to the Minister in writing.

The Minister will consider any additional information provided pursuant to 38 above.

In-season changes may be made to the Snuneymuxw Harvest Document and, where practicable, the Minister will, in advance, discuss those changes with or give notice to Snuneymuxw.

### **Enhancement**

40) Snuneymuxw may conduct, with the approval of the Minister and in accordance with federal or provincial law, Enhancement Initiatives in the Snuneymuxw Fish Area.

Snuneymuxw Participation in the General Commercial Fishery

41) On the Effective Date, Canada will issue xxxx licences equivalent to those currently issued to Snuneymuxw, under the same conditions as other commercial licences.

42) SFN may use the Capital Transfer to purchase additional vessels and commercial fishing capacity on the open market.

43) Prior to the Final Agreement, the Parties will agree on initiatives to increase the capacity of the Snuneymuxw to participate in the commercial fishery.

SFN commercial licences and vessels will be subject to federal and provincial laws and will operate in commercial fisheries on the same basis as other commercial licences in the same fishery.

[Commercial Harvest Agreement] Canada is checking whether this section is needed

[On the Effective Date, Canada and Snuneymuxw may enter into a Snuneymuxw Harvest Agreement in respect of Fish.

Any Snuneymuxw Harvest Agreement will be established under federal settlement legislation.

Any Snuneymuxw Harvest Agreement will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Prior to the Final Agreement, the Parties will determine the portion of the Snuneymuxw Capital Transfer that may be applied to acquiring commercial fishing capacity for inclusion in any Snuneymuxw Harvest Agreement.

Harvest Agreements will be for stocks or species within or adjacent to the Snuneymuxw Fish Area. Any Snuneymuxw Harvest Agreement will:

- a) include Snuneymuxw Fish Allocations equivalent to the commercial fishing capacity acquired by Snuneymuxw;
- b) be for a term of 25 years and be replaceable on the same terms at the discretion of Snuneymuxw every 15 years for a further 25 years;
- c) include provisions for the harvest and disposition of Fish, harvest monitoring, and fisheries management; and
- d) include a dispute resolution process and a process for termination of the Snuneymuxw Harvest Agreement including a requirement for fair compensation.

The Minister will implement any Snuneymuxw Harvest Agreement by:

- a) issuing licences to Snuneymuxw; or
- b) other means under federal or provincial laws.

Fisheries under any Snuneymuxw Harvest Agreement will have the same priority as commercial and recreational fisheries in fisheries management decisions made by the Minister.

53) There will be no Snuneymuxw commercial fishery for a stock or species of Fish under any Snuneymuxw Harvest Agreement when other commercial fisheries directed at the same stock or species of Fish within the Snuneymuxw Fish Area are closed.]

### **Enforcement**

Upon request of any person authorized by the Minister to enforce federal or provincial laws in respect of Fish or Aquatic Plants, persons who:

harvest or attempt to harvest Fish or Aquatic Plants under the Final Agreement will be required to show proof that they have been designated and documented by Snuneymuxw; and use a vessel to harvest Fish or Aquatic Plants under the Final Agreement will be required to show proof that the vessel has been designated and documented by Snuneymuxw;

55) The Parties may negotiate agreements concerning enforcement of federal, provincial, or Snuneymuxw laws in respect of fisheries. These agreements would not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

### **Law Making Authority**

56) Snuneymuxw Government may make laws consistent with the Final Agreement and the Snuneymuxw Harvest Document on the following matters:

- a) distribution of the Fish and Aquatic Plants harvested under the Snuneymuxw Fishing Right among Snuneymuxw Citizens; and
- b) other Fish and Aquatic Plants matters as agreed to by the Parties.

In the event of a Conflict between a law made under paragraph 56 and a federal or provincial law, the Snuneymuxw law will prevail to the extent of the Conflict.

58) Snuneymuxw Government may make laws consistent with the Final Agreement and the Snuneymuxw Harvest Document on the following matters:

- a) designating persons to harvest Fish and Aquatic Plants under the Final Agreement; and
- b) other Fish and Aquatic Plants matters as agreed to by the Parties.

In the event of a Conflict between a law made under paragraph 58 and a federal or provincial law, the federal or provincial law will prevail to the extent of the Conflict.

## **ENVIRONMENTAL ASSESSMENT & PROTECTION**

### **Environmental Assessment**

Snuneymuxw may participate in established environmental assessment processes for proposed projects that may have adverse effects on Snuneymuxw Treaty Settlement Lands or on Snuneymuxw interests within the area to be set out in the Final Agreement.

Any project on Treaty Settlement Land that is subject to federal or provincial environmental assessments will require SFN authority to proceed.

### **Environmental Protection**

Snuneymuxw may make environmental protection laws, applicable on Snuneymuxw Treaty Settlement Land, as set out in the Final Agreement.

In the event of a Conflict between an Snuneymuxw environmental protection law and a federal or provincial law, the federal or provincial law will prevail to the extent of the Conflict.

## **FEDERAL PUBLIC ADVISORY PROCESS**

1. Where there is a federal public advisory land or resource planning process that primarily involves the area set out in Appendix ... (roughly Statement of Intent map area), Snuneymuxw will have a right to participate in the process on the same basis as other participants.
2. Where there is a federal public advisory land or resource planning process that involves a geographic area significantly larger than the area set out in Appendix ..., the Minister will determine whether Snuneymuxw will have a right to participate in the process on the same basis as other participants or will be represented in the process along with other First Nations.
3. Canada may proceed with a federal public advisory land or resource planning process if Snuneymuxw decides not to participate in the process.
4. The design and establishment or termination of a federal public advisory land or resource planning process will be at the sole discretion of the Minister.

## **GOVERNANCE**

### **Snuneymuxw Self-Government**

1. Snuneymuxw will have the right to self-government, and the authority to make laws, as set out in the Final Agreement.
2. In accordance with the General Provisions Chapter, Snuneymuxw Government will operate within the framework of the Constitution of Canada, including the Canadian Charter of Rights and Freedoms.
3. Under the Final Agreement, the Indian Act will not apply to Snuneymuxw, Snuneymuxw Government, and Snuneymuxw Citizens except as set out in the Indian Act Transition and Taxation Chapters.

### **Snuneymuxw Government**

4. Snuneymuxw Government, as provided for under the Snuneymuxw Constitution and the Final Agreement, will be the government of Snuneymuxw.

#### **Legal Status and Capacity**

5. Snuneymuxw will be a legal entity with the capacity, rights, powers, and privileges of a natural person, including the ability to:

- a) enter into contracts and agreements;
- b) acquire, hold, own, buy and sell property and interests in property;
- c) raise, spend, invest, and borrow money;
- d) sue and be sued; and
- e) do other things ancillary to the exercise of its rights, powers and privileges."

6. Snuneymuxw will act through Snuneymuxw Government in accordance with:

- a) the Final Agreement; and
- b) Snuneymuxw laws, including the Snuneymuxw Constitution.

### **Snuneymuxw Constitution**

7. The Snuneymuxw will have a Constitution, consistent with the Final Agreement, which will provide:

[for a democratically elected Snuneymuxw Government, including its duties, composition, and membership;]

- b) [that Snuneymuxw Government will be democratically accountable with elections at least every five years;] Snuneymuxw checking consistency with traditional governance model
- c) for financial administration comparable to standards generally accepted for governments of similar size in Canada;
- d) for conflict of interest rules comparable to those generally accepted for governments in Canada;
- e) for recognition and protection of rights and freedoms of Snuneymuxw Citizens;

- f) that every person who is enrolled under the Final Agreement is entitled to be a Snuneymuxw Citizen;
- g) that the Final Agreement sets out the authority of Snuneymuxw Government to make laws;
- h) the process for the enactment of laws by Snuneymuxw Government;
- i) for challenging the validity of other Snuneymuxw laws;
- j) that the Snuneymuxw Constitution prevails over other Snuneymuxw laws;
- k) for the establishment of Snuneymuxw Public Institutions;
- l) for conditions under which the Snuneymuxw may dispose of land or interests in lands;
- m) for Snuneymuxw Government from the Effective Date until the first elected Snuneymuxw Government;
- n) for amendment of the Snuneymuxw Constitution; and
- o) for other provisions.

The Snuneymuxw Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

### **Snuneymuxw Government Structure**

Snuneymuxw Government consists of [elected] members as set out in the Snuneymuxw Constitution.

### **Snuneymuxw Elections**

Elections for Snuneymuxw Government will be held in accordance with the Snuneymuxw Constitution and Snuneymuxw laws.

### **Appeal and Review of Administrative Decisions**

Snuneymuxw Government will establish processes for appeal or review of administrative decisions made by Snuneymuxw Government or Snuneymuxw Public Institutions.

The Supreme Court of British Columbia will have jurisdiction to hear appeals or reviews of administrative decisions of Snuneymuxw Government or Snuneymuxw Public Institutions.

### **Registry of Laws**

Snuneymuxw Government will:

- a) maintain a public registry of Snuneymuxw laws in the English language and, at the discretion of Snuneymuxw Government, in the Snuneymuxw language; and
- b) provide Canada and British Columbia with copies of Snuneymuxw laws.

### **Individuals who are not Snuneymuxw Citizens**

14. Snuneymuxw Government will Consult with individuals residing on or having a property interest in Snuneymuxw Treaty Settlement Land who are not Snuneymuxw Citizens regarding proposed Snuneymuxw Government decisions that may directly affect the rights or interests of those individuals.

The Final Agreement will provide for participation in Snuneymuxw Government and Snuneymuxw Public Institutions for individuals residing on or having a property interest in Snuneymuxw Treaty Settlement Land who are not Snuneymuxw Citizens.

Snuneymuxw will provide that individuals residing on or having a property interest in Snuneymuxw Treaty Settlement Land who are not Snuneymuxw Citizens will have access to the appeal and review procedures under paragraphs 11 and 12.

### **Transitional Provisions**

The Parties will negotiate provisions in the Final Agreement for transition from Snuneymuxw Indian Band to Snuneymuxw Government.

### **Snuneymuxw Law-Making Authority**

The Parties will negotiate the nature and scope of each Snuneymuxw law-making authority to be set out in the Final Agreement, including to whom Snuneymuxw laws apply, and where and when Snuneymuxw laws apply.

The negotiation of Snuneymuxw law-making authorities will consider the particular circumstances of the Snuneymuxw, including the population and location of the Snuneymuxw community. Federal and provincial laws will apply concurrently with Snuneymuxw laws and the Final Agreement will set out which law prevails where a Snuneymuxw law Conflicts with a federal or provincial law.

In addition to law-making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Snuneymuxw law-making authorities with respect to:

- a) K to 12 education provided by Snuneymuxw Government, that meets provincial standards for curriculum, examinations and certification of teachers;
- b) child and family services provided by Snuneymuxw Government, that include standards comparable to provincial standards for the safety and well-being of children and families;
- c) adoption of Snuneymuxw children that include provisions to ensure that the best interests of the child are paramount;
- d) regulation, administration, and expropriation of Snuneymuxw Treaty Settlement;
- e) Snuneymuxw culture and Snuneymuxw language, but not intellectual property or official languages of Canada;
- f) Snuneymuxw assets on Snuneymuxw Treaty Settlement Land;
- g) Snuneymuxw citizenship provided that Snuneymuxw laws do not deal with Canadian citizenship, entry into Canada, or registration under the Indian Act; and
- h) management, operation and financial administration of Snuneymuxw Government.

22. In the event of a Conflict between a Snuneymuxw law made under paragraph 21 and a federal or provincial law, the Snuneymuxw law will prevail to the extent of the Conflict.

As agreed to by the Parties, in addition to law-making authorities provided for in other Chapters in this Agreement, Snuneymuxw law-making authorities with respect to these topics will be negotiated as they apply to Treaty Settlement Land as appropriate:

- a) aspects of administration of justice as provided by Snuneymuxw Government;
- b) solemnization of marriages;
- c) social services, including housing services;
- d) income support;
- e) health services;
- f) buildings, structures and public works;

- g) emergency preparedness;
- h) fire protection; and
- i) traffic and transportation.

Issues of zoning and land use planning will be covered in the local and regional government relations chapter using the Peter Adams study.

Snuneymuxw law-making authority will not include criminal laws or criminal procedure.

In the event of a Conflict between a Snuneymuxw law made under paragraph 24 and a federal or provincial law, the federal or provincial law will prevail to the extent of the Conflict.

## **LOCAL AND REGIONAL GOVERNMENT RELATIONS**

The Final Agreement will address the relationship that Snuneymuxw Government will have with the Regional District of Nanaimo, the Island Trust and the Municipality of Nanaimo on matters such as the delivery of and payment for services, coordination between the governments for common areas of responsibility, and representation of Snuneymuxw Government and residents of Snuneymuxw Treaty Settlement Land on the Nanaimo Regional District.

The Parties acknowledge that the work of the Intergovernmental Working Group in identification of areas for jurisdictional harmonization will guide further consideration in this area and will replace this chapter.

## **TAXATION**

Canada/BC proposal. SFN do not agree. Snuneymuxw prefer to link the Fiscal and Tax chapters.

### **Direct Taxation**

1. [Snuneymuxw Government may make laws in respect of direct taxation of Snuneymuxw Citizens on Snuneymuxw Treaty Settlement Land in order to raise revenue for Snuneymuxw purposes.]

[Snuneymuxw Government powers provided for in paragraph 1 will not limit the powers of Canada or British Columbia to impose or levy tax or make laws in respect of taxation.]

Other Taxation and Tax Administration Agreements

[From time to time, Canada and British Columbia, together or separately, may negotiate with Snuneymuxw, and attempt to reach agreement on:]

a) [the extent, if any, to which Canada or British Columbia will provide to Snuneymuxw Government direct taxation authority over persons other than Snuneymuxw Citizens, on Snuneymuxw Treaty Lands; and]

b) [the coordination of Snuneymuxw Government taxation, of any person, with existing federal or provincial tax systems.]

### **Section 87 Exemption**

[Section 87 of the Indian Act ceases to apply to Snuneymuxw Citizens:]

a) [in respect of income tax and real property tax, as of January 1st of the first calendar year that starts on or after the twelfth anniversary of the Effective Date; and ]

b) [in respect of Transaction Tax, as of the first day of the first month that starts after the eighth anniversary of the Effective Date; and]

c) [in respect of any other tax, as of the Effective Date.]

## **Remission of Tax**

[Subject to section 6, as of the Effective Date, Canada and British Columbia will each grant a remission of income tax, real property tax and Transaction Tax imposed or levied by it in respect of:]

a) [the estate or interest of an Indian in land that was a Snuneymuxw Indian Reserve immediately before the Effective Date and that is part of Snuneymuxw Treaty Settlement Land;]

[the personal property of an Indian situated on land that was Snuneymuxw Indian Reserve immediately before the Effective Date and that is part of Snuneymuxw Treaty Settlement Land; and]

[an Indian's ownership, occupation, possession or use of any property referred to in subparagraph (a) or (b).]

[The remissions of tax will cease to be effective:]

a) [in respect of income tax and real property tax, as of January 1 of the first calendar year that starts on or after the twelfth anniversary of the Effective Date; and ]

b) [ in respect of Transaction Tax, as of the first day of the first month that starts after the eighth anniversary of the Effective Date; ]

## **Snuneymuxw Treaty Settlement Land**

[Suneymuxw will not be subject to capital taxation, including real property taxes and taxes on capital and wealth, in respect of the estate or interest of Snuneymuxw in Snuneymuxw Treaty Settlement Land on which there are no improvements or on which there is an improvement which is used for a public purpose, and not for profit or gain.]

Snuneymuxw Capital

[A transfer, or recognition of ownership, under the Final Agreement, of Snuneymuxw capital will not be taxable.]

[For the purposes of paragraph 8, an amount paid to a Snuneymuxw participant will be deemed to be a transfer of Snuneymuxw Capital under the Final Agreement if the payment:]

a) [reasonably can be considered to be a distribution of a Capital Transfer received by Snuneymuxw; and ]

b) [becomes payable to the Snuneymuxw participant within 90 days, and is paid to that person within 270 days, after Snuneymuxw receives the Capital Transfer.]

[For purposes of the Income Tax Act and the Income Tax Act (British Columbia), Snuneymuxw Capital transferred to, or recognized as owned by, Snuneymuxw under the Final Agreement will be deemed to have been acquired by Snuneymuxw on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date. ]

## **Taxation Agreement**

[On the Effective Date, the Parties will enter into a Taxation Agreement. The Taxation Agreement will not form part of the Final Agreement, will not be a treaty or land claims agreement, and does not recognize or affirm any rights.]

[Canada will recommend to Parliament that the provisions of the Taxation Agreement be given effect under federal law.]

[British Columbia will recommend to the Legislature legislation to give effect to the Taxation Agreement.]

## **WATER**

British Columbia will establish a water reservation for Snuneymuxw on the Nanaimo River and its tributaries.

British Columbia and Snuneymuxw will negotiate a water reservation from other streams wholly or partially within snuneymuxw Treaty Settlement Lands.

Snuneymuxw may apply to British Columbia for water licences to be applied against the water reservations held by Snuneymuxw.

Water licences held by Snuneymuxw will be subject to [Available Flow] and provincial regulatory requirements. Snuneymuxw want definition of available flow to include water reservation from time of AIP .

British Columbia and Snuneymuxw may negotiate the Snuneymuxw role in management and administration of water licences on Snuneymuxw Treaty Settlement Lands.

British Columbia will Consult with Snuneymuxw Government respecting applications for water licences where the applicant may reasonably require access across or an interest in Snuneymuxw Treaty Settlement Lands.

The Final Agreement will provide for access on or interests in Snuneymuxw Treaty Settlement Lands where reasonably required by a water licence holder.

The Final Agreement will provide for access on or interests in provincial Crown land where reasonably required under a water licence held by Snuneymuxw.

Consistent with the Water Act, the Final Agreement will provide for access on or interests in fee simple land where reasonably required under a water licence held by Snuneymuxw.

[Snuneymuxw may only sell water in accordance with federal and provincial laws that permit the sale of water.]SFN checking.

Snuneymuxw water reservations will have priority over all water licences other than existing water licences and water licences applied for prior to the date of this Agreement.

The Final Agreement will not alter federal or provincial laws in respect of proprietary interests in water.

Snuneymuxw may participate in any initiative to protect the Nanaimo River and its watershed, and any aquifers underlying Snuneymuxw Treaty Settlement Lands, as source of drinking water.

Snuneymuxw may participate in any public planning process related to the management and use of land, water and other resources within the Nanaimo River watershed, or in respect of any aquifer identified as being situated below an area including Snuneymuxw Treaty Settlement Land. Snuneymuxw would like to discuss the issue of groundwater.

## **NANAIMO RIVER ESTUARY**

SFN proposal. This remains a significant outstanding issue.

1. [Prior to the Final Agreement, the Parties will negotiate:
  - a) [ a key role for the Snuneymuxw in the development and implementation of an Estuary Management Plan for the Nanaimo River Estuary; and]
  - b) [provisions relating to management and environmental protection of the Nanaimo River Estuary.]

[The Final Agreement will provide:]

- a) protected harvest zones for Snuneymuxw within the Estuary]; and
- b) [specified benefits for the Snuneymuxw relating to the Estuary.]

## **INDIAN ACT TRANSITION**

1. The Indian Act will not apply to the Snuneymuxw, Snuneymuxw Government and Snuneymuxw Citizens except for:

- a) determining registration as an Indian;
- b) determining qualification for the temporary tax exemption under the Taxation Chapter;
- c) the estates of Snuneymuxw individuals, who die prior to the Effective Date, that are administered under the Indian Act as of the Effective Date; and
- d) the estates of Snuneymuxw children or other Snuneymuxw individuals whose property is administered under the Indian Act as of the Effective Date.

2. The Final Agreement will set out transitional provisions in respect of Snuneymuxw Indian Band bylaws.

3. The Final Agreement will set out transitional provisions for the operation of Snuneymuxw Government from the Effective Date until the first elections are held in accordance with the Final Agreement and the Snuneymuxw Constitution.

4. The Snuneymuxw will replace the Snuneymuxw Indian Band, and all of the rights, titles, interests, assets, obligations, and liabilities of the Snuneymuxw Indian Band will vest in the Snuneymuxw.

## **WILDLIFE AND MIGRATORY BIRDS**

### **Snuneymuxw Harvest for Domestic Purposes**

1. Snuneymuxw will have the right to harvest, in accordance with the Final Agreement, Wildlife and Migratory Birds for Domestic Purposes in the Wildlife Harvest Area set out in Appendix F.

2. The Snuneymuxw right to harvest Wildlife and Migratory Birds will be limited by:

- a) measures that are necessary for conservation; and
- b) measures for the purposes of public health or public safety.

3. [The Snuneymuxw right to harvest Wildlife and Migratory Birds will not interfere with existing authorized uses of Crown land or the ability of the Crown to authorize uses of or dispose of Crown land.] BC proposal. SFN concerned about ability of Crown to authorize uses that affect their ability to hunt.

4. [The Snuneymuxw right to harvest Designated Wildlife and Designated Migratory Birds will be in accordance with an Annual Wildlife Harvest Plan.]

5. The Snuneymuxw right to harvest Wildlife and Migratory Birds cannot be alienated.

### **Allocation**

6. The Final Agreement will set out processes for determining Allocations for Designated Wildlife and Designated Migratory Bird species.

### **Management**

7. The Minister will retain authority for Wildlife and Migratory Birds, their management, conservation and habitat.

8. The Final Agreement will not alter federal or provincial Laws in respect of proprietary interests in Wildlife and Migratory Birds.

9. Snuneymuxw will develop an Annual Wildlife Harvest Plan for Designated Wildlife harvest which will be submitted to the Minister for approval.

10. Notwithstanding paragraph 9, the Parties will consider provisions dealing with the authorization of the harvest of Wildlife Fish.

The Parties recognize the importance of coordinated wildlife management in the region. BC checking

Snuneymuxw will monitor and report their harvest of Designated and non-Designated species. The parties will negotiate and attempt to reach agreement before Final Agreement on the relationship of non-Designated species to the Annual Harvest Plan.

Snuneymuxw may make laws respecting their harvest of Wildlife that are consistent with the Final Agreement and the approved Annual Wildlife Harvest Plan.

Snuneymuxw may make laws respecting their harvest of Migratory Birds that are consistent with the Final Agreement.

In the event of a Conflict between a federal or provincial law and a Snuneymuxw law made under paragraph 11 and 12, the federal or provincial law prevails to the extent of the Conflict. (More discussion needed on regimes.)

17. Snuneymuxw will have the right to participate in any Wildlife advisory management processes established by the province in respect of the Wildlife Harvest Area.

Any sale of Wildlife, Wildlife parts, including meat and furs; Migratory Birds, and the eggs or the inedible by-products or down of Migratory Birds, harvested under the Final Agreement will be in accordance with any federal and provincial laws that permit sale.

## **DISPUTE RESOLUTION**

The Final Agreement will set out a dispute resolution process for:

- a) disputes over interpretation, application, implementation and alleged breaches of the Final Agreement; and
- b) other matters identified in the Final Agreement.

The Parties share the following objectives to avoid disputes:

- a) to co-operate and develop respectful working relationships;
- b) to identify disagreements and issues early, efficiently, and resolve them in the most expeditious and cost-effective manner possible and in a non-adversarial way.

Unless otherwise provided for in the Final Agreement, any disputes that arise among the Parties will progress, until resolved, through the following stages of the dispute resolution process:

- a) informal discussions among the Parties;
- b) formal negotiations among the Parties;
- c) mediation or another non-binding process; and
- d) a binding decision-making process, either by arbitration where agreed to in the Final Agreement, or by court proceedings.

Unless otherwise provided for in the Final Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs.

## **CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT**

### **Capital Transfer**

1. The Capital Transfer from Canada and British Columbia to Snuneymuxw will be \$\_\_\_\_\_ .

2. The Capital Transfer will be adjusted for inflation from Agreement-in-Principle to the Effective Date as set out in the Final Agreement using Canada's Final Domestic Demand Implicit Price Index (FDDIPI).

The amount of the annual payments will be adjusted at an agreed upon interests rate based on the most recent appropriate Consolidated Revenue Lending Rate available prior to the signature of the Final Agreement, less one-eighth of one percent.

The Capital Transfer will be paid to the Snuneymuxw according to a payment schedule set out in the Final Agreement.

### **Negotiation Loan Repayment**

The Final Agreement will set out the Snuneymuxw negotiation loan repayment schedule, including any interest owed in accordance with the Negotiation Loan Management Agreement.

Canada may deduct negotiation loan repayments from Canada's Capital Transfer payments.

## FISCAL RELATIONS

Canada/BC proposal. SFN do not agree. Snuneymuxw prefer to link the Fiscal and Tax chapters.

1. [Every five years, or other periods as agreed, the Parties will negotiate and attempt to reach agreement on Fiscal Financing Agreements which will set out how funding will be provided to Snuneymuxw for agreed-upon programs and services.
2. Unless the Parties otherwise agree, they will settle the first fiscal financing agreement before the date at which the Final Agreement is settled.
3. [In negotiating Snuneymuxw Fiscal Financing Agreements the Parties will take into account the following principle:
  - a) funding to enable the provision of agreed-upon programs and services to Snuneymuxw Citizens at levels reasonably comparable to those generally prevailing in communities of similar size and circumstance in BC at reasonably comparable levels of taxation.]OR
4. [In negotiating Snuneymuxw fiscal financing agreements, the Parties will take into account the following factors:]
  - a) [agreed-upon programs and services comparable to programs and services available in communities of similar size and circumstances in British Columbia at reasonably comparable levels of taxation;
  - b) existing levels of federal and provincial funding provided to Snuneymuxw;
  - c) affordability;
  - d) prevailing federal and provincial fiscal policies;
  - e) efficiency and effectiveness in providing agreed-upon programs and services; and
  - f) Snuneymuxw's own source revenue capacity.]

Funding of Snuneymuxw fiscal financing agreements will be subject to appropriations by Parliament and appropriations by the Legislature.

Setting out Snuneymuxw Government authorities, including law-making authorities in the Final Agreement will not create or imply any funding or financial obligations for any Party.

Prior to initialling the Final Agreement, the Parties will negotiate how the Snuneymuxw own source revenue capacity will be used to determine the net funding amount provided by Canada or British Columbia.

Snuneymuxw will contribute to the funding of Snuneymuxw Government from its own revenue sources and it is a shared objective that Snuneymuxw Government will reduce its reliance on government funding over time.

Snuneymuxw own source revenue capacity will include Snuneymuxw revenue capacity from all sources, except for:

- a) capital transfer payments under the Final Agreement; and
- b) any federal or provincial payments under Snuneymuxw fiscal financing agreements or under other agreements for programs and services; and
- c) proceeds from the sale of Snuneymuxw lands.

In determining Snuneymuxw own source revenue capacity, the Parties will take into account the following:

a) [the own source revenue capacity from Snuneymuxw commercial and investment activities will be comparable to the revenue capacity of other governments in Canada for similar commercial and investment activities;] and

b) Snuneymuxw own source revenue capacity will not be taken into account so as to unreasonably reduce incentives for Snuneymuxw to raise revenues from its own sources.

The Final Agreement and any Own Source Revenue Agreement entered into between the Parties will determine Snuneymuxw own source revenue capacity and the method for taking that own source revenue capacity into account in Fiscal Financing Agreements.

Snuneymuxw own source revenue capacity may be phased in over a period of XX years. Any Snuneymuxw fiscal financing agreements or any Snuneymuxw Own Source Revenue Agreement will not be part of the Final Agreement, will not be a treaty or a land claims agreement and does not recognize or affirm any rights.

The Parties will negotiate procedures related to Fiscal Financing Agreements which may include:

a) negotiation procedures;

b) payment of funds;

c) adding programs and services;

d) funding for emergencies arising from natural disasters;

e) program and financial accountability;

f) dispute resolution; and

g) information exchange.]

## **ELIGIBILITY AND ENROLMENT**

### **Snuneymuxw Eligibility Criteria**

1. A person will be eligible for enrolment under the Final Agreement if that person:

a) [is a member of the Snuneymuxw Indian Band on the day before the Effective Date; ]

OR

b) [is an Indian within the meaning of the Indian Act registered on the Snuneymuxw Indian Band membership list as of.]

c) meets the following criteria for [Snuneymuxw Ancestry]

d) [was adopted as a child by a person eligible for enrolment; or]

e) [is a descendant of a person listed in [a], b) or c) above.]

### **SFN checking**

2. Enrolment under the Final Agreement will not:

a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the Indian Act, or any of the rights or benefits under the Indian Act; or

b) except as set out in the Final Agreement, or in any federal or provincial law, impose any obligation on Canada or British Columbia to provide rights or benefits.

### **Other Land Claims Agreements**

3. A person who is a beneficiary under another treaty or land claims agreement in Canada [other than the Douglas Treaty] may not be enrolled under the Snuneymuxw Final Agreement.  
Snuneymuxw Enrolment Committee

4. Snuneymuxw will establish the Snuneymuxw Enrolment Committee to be responsible for the Snuneymuxw enrolment process.

5. [The Snuneymuxw Enrolment Committee will:]

a) [consider and decide each enrolment application based on the eligibility criteria;]

b) [maintain, as a public document, an enrolment register;]

c) [amend the enrolment register to take into account decisions of the Snuneymuxw Enrolment Appeal Board;]

d) [report on the enrolment process to the Parties; and]

e) [comply with other requirements as set out in the Final Agreement.]

### **Snuneymuxw Enrolment Appeal Board**

6. The Parties will establish the Snuneymuxw Enrolment Appeal Board with representation of each of the Parties to be responsible for the enrolment appeal process set out in the Final Agreement.

7. The Snuneymuxw Enrolment Appeal Board will consider and decide appeals from decisions of the Snuneymuxw Enrolment Committee.

Decisions of the Snuneymuxw Enrolment Appeal Board are subject to judicial review in the Supreme Court of British Columbia.

### **Costs**

Canada and British Columbia will provide an agreed amount of funding for the Snuneymuxw Enrolment Committee and Enrolment Appeal Board.

### **Transition**

The Final Agreement will set out the process for Snuneymuxw to assume responsibility for the enrolment process.

### **IMPLEMENTATION**

1. During the negotiation of the Final Agreement, the Parties will negotiate an Implementation Plan which will not be part of the Final Agreement, and will not be a treaty or land claims agreement and will not recognize or affirm any rights.

2. Prior to the Final Agreement, the Parties will complete the Implementation Plan.

3. The Implementation Plan will identify obligations set out in the Final Agreement, and activities required to implement the Final Agreement.

4. The Implementation Plan will not be legally binding and will not alter any obligations set out in the Final Agreement.

5. On the Effective Date, the Parties may establish an Implementation Committee.

## **APPROVAL OF THE AGREEMENT-IN-PRINCIPLE**

The Agreement will be submitted to the Parties for approval after it has been initialled by each Chief Negotiator.

Snuneymuxw will have approved this Agreement when it is signed by the person authorized by Snuneymuxw after a community process;

Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet;

British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet. This Agreement is not legally binding.

## **RATIFICATION OF THE FINAL AGREEMENT**

### **General**

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with the Final Agreement.

2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialled by each Chief Negotiators.

### **Ratification by Snuneymuxw**

3. The Parties will establish a Ratification Committee with representation of each of the Parties to be responsible for the Snuneymuxw ratification process, including preparing a list of eligible voters, as set out in the Final Agreement. Ratification of the Final Agreement by Snuneymuxw requires:

a) that Snuneymuxw voters have a reasonable opportunity to review the Final Agreement;

b) a vote, by way of a secret ballot, in favour of the Final Agreement by a majority of eligible voters;

c) ratification of the Snuneymuxw Constitution through the process set out in the Final Agreement; and

d) the Final Agreement by signed by the authorized representative of Snuneymuxw.

### **Ratification by Canada**

Ratification of the Final Agreement by Canada requires:

a) the Final Agreement be signed by a Minister authorized by the federal Cabinet; and

b) the coming into force of federal settlement legislation giving effect to the Final Agreement.

### **Ratification by British Columbia**

Ratification of the Final Agreement by British Columbia requires:

a) that the Final Agreement be signed by a Minister authorized to do so; and

b) the coming into force of provincial settlement legislation giving effect to the Final Agreement.

### **Ratification of the Snuneymuxw Constitution**

Ratification of the Snuneymuxw Constitution by Snuneymuxw requires:

a) that Snuneymuxw voters have a reasonable opportunity to review the Snuneymuxw Constitution; and

b) a vote, by way of secret ballot, in favour of the Snuneymuxw Constitution by a majority of eligible voters.

**DEFINITIONS** [Note: Further work is required]

"Allocation" means a defined harvest quantity. [share] or quota; a formula defining a harvest quantity [share] or quota; or, a defined harvest area.

"Agreement" means this Agreement-in-Principle.

"Allocation" means a Snuneymuxw Wildlife or Migratory Bird allocation under the Final Agreement for which there is:

"Aquatic Plants" means all marine and freshwater flowering plants, ferns and mosses, and all benthic and detached algae, brown algae, red algae, green algae, golden algae, and phytoplankton growing in water or in soils that are saturated during most of the growing season.

"Available Flow" means the volume of flow of water above that required: to ensure conservation of Fish, Wildlife Fish and stream habitats and to continue navigability as determined by the Minister in accordance with the provisions of the Final Agreement; and, under water licences issued existing as of and water licences applied for prior to the date of this Agreement.

Snuneymuxw wants to date from AIP.

"Capital Transfer" means an amount paid by Canada or British Columbia under the Capital Transfer and Negotiation Loan Repayment Chapter.

"Conflict" means where compliance with one requirement would result in a breach of another requirement.

"Consult" and "Consultation" mean provision to a party of:

- a) notice of a matter to be decided, in sufficient detail to permit the party to prepare its views on the matter;
- b) a reasonable period of time to permit the party to prepare its views on the matter;
- c) an opportunity for the party to present its views on the matter; and,
- d) a full and fair consideration of any views on the matter so presented by the party.

"Crown Corridors" means the areas of land on which Provincial Roads, other roads and Public Utilities are located as set out in Appendix ....

"Domestic Purposes" means food, social ceremonial purposes and [does not include sale.]

"Douglas Treaty" - to be defined

"Effective Date" means the date upon which the Final Agreement takes effect.

"Enhancement Initiative" means an initiative that is intended to result in an increase in fish stocks through an artificial improvement to fish habitat; or, the application of fish culture technology.

"Final Agreement" means the agreement among Snuneymuxw, Canada and British Columbia which will be negotiated based on this Agreement.

"Fish" includes parts of fish; shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and, the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"Forest Resources" means all Timber Resources and Non-timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish and Aquatic Plants.

"Gravel" means gravel, rock, and random borrow materials.

"Heritage Site" means Heritage Site as defined by federal or provincial legislation, and includes archaeological, burial, historical, and sacred sites.

"Income Tax Act" means the Income Tax Act, S.C. 1925 (5th Supp.) c. 1.

"Income Tax Act (British Columbia)" means the Income Tax Act, R.S.B.C. 1996, c. 215.

"Indian" means a person who pursuant to the Indian Act is registered as an Indian or is entitled to be registered as an Indian.

"Intellectual Property" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"law" includes federal, provincial and Snuneymuxw legislation, Acts, ordinances, regulations, Orders-in-Council, by-laws, and the common law, but does not include Snuneymuxw customs or traditional laws.

"Migratory Birds" means the birds, as defined under federal legislation that is enacted further to international convention and that is binding on British Columbia, and for greater certainty, includes their eggs.

"Minister" means the federal or provincial Minister having responsibility, from time to time for the exercise of powers in relation to the matter in question, and includes the Deputy Minister and any person authorized to act in respect of the matter in question.

"Negotiation Loan Management Agreement" means agreement among Snuneymuxw Indian Band, British Columbia Treaty Commission and Canada in respect of negotiation loans under the British Columbia Treaty Commission process.

"Non-timber Resources" means all Forest Resources other than Timber Resources.

"Other Snuneymuxw Lands" means the area as set out in Appendix ....

"Plants" means those Plants listed in Appendix ....

"Provincial Roads" means a road existing on the Effective Date located on lands described in Appendix.. and means the surface area of lands constructed and used for vehicular passage, and includes surfacing, bridges, drainage and support works, traffic control structures, and other works required to maintain the integrity of the traveled surface.

"Public Utility" has the meaning as set out in the Utilities Commission Act, and includes Hydro, Telus, and a water, sewage, or petroleum distribution utility.

"Sectoral Plan" includes resource use plans such as commercial recreation, aquaculture, water quality and fisheries restoration. These are public plans and do not include operational plans that give specific direction to government staff or planning processes that involve contractual arrangements between government and licensees where the licensee is responsible for carrying out the process.

"Snuneymuxw" means the collectivity of aboriginal people who share the language, culture, customs and traditions of the Snuneymuxw Indians and their descendants.

"Snuneymuxw Capital" means Snuneymuxw Treaty Settlement Land, the Capital Transfer and the other assets transferred to Snuneymuxw under the Final Agreement.

"Snuneymuxw Citizen" means a citizen of Snuneymuxw as determined by Snuneymuxw law.

"Snuneymuxw Constitution" means the constitution of Snuneymuxw provided for in the Snuneymuxw Governance Chapter and ratified in accordance with the Ratification Chapter.

"Snuneymuxw Indian Reserves" means the lands that were originally Snuneymuxw Indian Reserves on the day before the Effective Date as set out in Appendix ....

"Snuneymuxw Fish Area" means the area set out in Appendix "X".

"Snuneymuxw Harvest Document" means any licence, permit, document or amendment thereto that is issued by the Minister under federal and provincial laws and gives effect to the provisions of the Fisheries Chapter.

a) a defined harvest quantity or quota;

a formula defining a harvest quantity or quota; or

c) a defined harvest area.

"Snuneymuxw Lands" means those lands as identified in paragraph 1 of the Lands Chapter and in Appendix .

"Snuneymuxw laws" include the Snuneymuxw Constitution.

"Private Lands" means Snuneymuxw Treaty Settlement Land that are designated as Snuneymuxw Private Lands by Snuneymuxw Government.

"Snuneymuxw Public Institutions" means a Snuneymuxw Government body, board or commission established under Snuneymuxw law, including a school board or health board.

"Strategic Land Use Plans" include Land and Resource Management Plans (LRMP), Landscape Unit Plans (LUP) under the Forest Practices Code, or Integrated Watershed Plans, or other similar public land use plans in addition to or in replacement of the above plans.

"Submerged Lands" means lands below the natural boundary.

"Subsurface and Mineral Resources" Include but are not necessarily limited to the following:

- a. Earth, including diatomaceous earth, soil, peat, marl, sand, gravel
- b. Slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock riprap and stone products,
- c. Precious and base minerals, including placer minerals,
- d. Coal, petroleum, and natural gas,
- e. Fossils meaning remains, traces or imprints of animals or plants that have been preserved in rocks; includes bones, shells, casts and tracks,
- f. Geothermal resources, meaning the natural heat of the earth and all substances that derive thermal energy from it, including steam, water and water vapor and all substances dissolved in the steam, water and water vapor, but not including hydrocarbons or water that has a temperature less than 80 degrees Celsius at the point where it reaches the surface.

"Timber Resources" means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled.

"Transaction Tax" means a tax imposed under:

- a) the Motor Fuel Tax Act, R.S.B.C. 1996, c.317;
- b) the Social Service Tax Act, R.S.B.C. 1996, c.431;
- c) the Tobacco Tax Act, R.S.B.C. 1996, c.452 ;

the Property Transfer Tax Act, R.S.B.C 1996, c.378;

the Hotel Room Tax Act, R.S.B.C. 1996, c.207;

f) section 4 of the Insurance Premium Tax Act, R.S.B.C. 1996, c.232;

g) part IX, of the Excise Tax Act, R.S.C. 1985, c.E-15; or

h) any other tax agreed to by Canada or British Columbia.

"Wildlife" means:

- a) all vertebrate and invertebrate animals, including mammals, birds, wildlife fish, reptiles, and amphibians; and,
- b) the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals, but does not include "Fish" or "Migratory Birds"

"Wildlife Fish" means:

- a) lampreys, crustaceans, mollusks, and non-anadromous fish from or in non-tidal waters;
- b) the parts of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters; and
- c) the eggs, sperm, spawn, larvae, spat, juvenile stages, and adult stages of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters.

