

BC LAND SUMMIT: WORKING TOGETHER FOR BETTER RESULTS
(May 12-14, 2004; Vancouver, B.C.)
Notes from Murray Browne

**“Working Together: Improving First Nations and Local Government
Coordination and Cooperation in Planning”**

Across Canada today, Aboriginal communities and their governments, particularly those near urban areas, are putting greater energy into exploring land use development opportunities that will generate economic growth for their communities. In addition, federal legislative and policy changes are increasing the land management powers of many Indian Band governments. Experience shows that land use and servicing have been some of the most problematic issues in the relationships between neighbouring First Nations and local governments over time. With land development activity accelerating on Indian Reserves and other First Nations land, what are the challenges for planners? How can they provide leadership within their local governments to build more effective and cooperative relationships with their neighbours that recognize the need for coordinated land use while respecting the independent goals of the individual communities?

Speakers at this workshop will highlight these challenges faced by planners and present successful and not so successful experiences from British Columbia, where negotiation of modern day treaties has necessitated a new look at how to accommodate the interests and planning goals of neighbouring jurisdictions. Examples will include the use of formal and informal approaches to coordinating land use planning, servicing and resolving disputes both at the local and regional levels.

The session relates to three of the 2004 Land Summit sub-themes: “Governance”, “Changing Land Use Patterns” and “Information and Understanding”, as it will involve discussion on: First Nations participation in regional districts and regional growth strategies; how First Nations development on their lands has the potential to change land use patterns; and what information and understanding planners need in this critical area.

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(Legal and governance advisor for First Nations)

Messages:

- Step back and look at the big picture and the long term
- Be creative
- Don't try to force everyone to be the same; recognize the differing authority and limitations of other Parties
- Focus on relationships; go for coffee
- Don't be afraid to make mistakes: this is new, there is no framework

I would like to provide several examples of successful and not-so-successful relations between local governments.

It is important to remember that these examples are only “snapshots”. All relationships change over time. A relationship that seems to provide examples of significant challenges at one point in time could provide examples of success stories a short time later.

Background

I would like to begin by highlighting four historical realities that have led to challenges between First Nations and local governments.

- 1. Some Local governments have indirectly benefited from historic alienation of First Nation lands**
- 2. *Indian Self-Government Enabling Act, SBC 52, 1990***
- 3. Differing sources of jurisdiction**
- 4. Treaty negotiations**

1. Some Local governments have indirectly benefited from historic alienation of First Nation lands

Many local governments have received tax revenues and other benefits from lands that should have been Indian Reserves. Typically, this is not the fault of the local governments but rather the result of the history of British Columbia in which First Nations' lands and Reserves have been systematically and often illegally taken by the provincial government or settlers.

For people unaware of this reality, it is difficult to fully understand First Nation perspectives or negotiating positions. For example, I am currently involved in negotiations between a coastal First Nation and the federal government in relation to over 50 acres of prime downtown waterfront land that was set aside as a Reserve and then wrongfully alienated. If the First Nation succeeds in recovering some of the land, I anticipate the City will complain about loss of tax revenues and jurisdiction. The City may even take political or legal steps to block the settlement. However, from the First Nation's perspective, it would be hard to find any sympathy for the City since the City has wrongfully received tax revenues from the Reserve land for over 100 years.

There are also issues relating to historical development patterns that have led to a disproportionately high number of unwanted or polluting land uses being sited adjacent to Indian Reserves. This pattern has been coined "environmental racism".

- Example of Snuneymuxw First Nation (surrounded by mills, log booms, railway, etc.)
- May make First Nations less sympathetic to local government concerns about land-use and zoning on Reserves or Treaty Settlement Land.

In assessing and attempting to resolve any such disputes, it is very important to understand the history.

2. *Indian Self-Government Enabling Act, SBC 52, 1990*

One of the major incidents leading to conflicts between First Nations and local governments was the introduction of *Indian Self-Government Enabling Act, SBC 52, 1990*. This provincial legislation acknowledged First Nation jurisdiction to tax non-members living on Reserves. Prior to this, municipalities had sometimes been able to tax non-members on Reserves. In some cases, municipalities were generating a windfall by receiving tax revenues while

providing minimal services. The new legislation confirmed that First Nations could take over full property taxation and displace taxation by local or by the provincial government. However, there were no transitional measures for ensuring fair payment for services provided by local governments.

3. Differing sources of jurisdiction

A third source of challenge arises from uncertainty or misunderstandings about jurisdiction. Some local governments have tried to exert authority or influence over land-use planning on Indian Reserves or over aboriginal rights. Some First Nations have tried to over-ride municipal land-use planning or regulation outside of Reserve lands on the basis of claimed aboriginal rights or title.

It is important from the outset to understand that, First Nations and local governments have different sources and scopes of jurisdiction. Often, conflicts arise because local governments are seeking to regulate in an area in which they have no authority. The Delta/ Tsawwassen dispute is an example of this type. Another recent local example is the current dispute between the Songhees First Nation and the Town of View Royal. Here is a clipping on this dispute.

Concrete Battle Heats Up

A new Trio concrete plant on the Esquimalt First Nation's reserve has become the focus of a growing controversy in the Town of View Royal. The battle escalated when the town put up a locked gate on Hallowell Road to keep Trio Ready-Mix trucks from using it to get to the new concrete batch plant. The Esquimalt First Nation support its new tenant's industrial operation, however the people on the other side of Hallowell are mad, claiming the plant is noisy and dusty. A letter from Mayor Graham Hill to Chief Andy Thomas expressed alarm at the Trio plant, built and operated "in complete disregard for potential impacts on the environment as well as the health and well-being of neighbouring residents." The View Royal municipal council says that as long as the plant keeps running in violation of federal regulations and doesn't address the town's concerns, it will refuse to cooperate with the First Nation's planned commercial development.

(Times Colonist, February 9, 2004)

Here is another recent clipping that highlights a mix of issues.

Servicing Deal Needs Clarity

Salmon Arm mayor Colin Mayes is asking the Union of B.C. Municipalities to help provide some clarity in a servicing deal between the district and Adams Lake Band. The district and band created an arrangement where the band would contribute towards the transportation infrastructure within the district boundaries. Mayes says the federal governments passing of the Indian Self Government Enabling Act has created challenges regarding the servicing of band lands. One issue that requires clarification is jurisdiction and taxation questions regarding privately owned land purchased by native bands within municipal boundaries.

(Salmon Arm Observer, March 3)

4. Treaty negotiations

It is generally acknowledged that the B.C. Treaty process made insufficient provisions for issues relating to local governments. The understanding in the early 1990s was that local governments were like other third-party groups that could be adequately represented through the federal and provincial governments. This is set out in the B.C. Treaty Claims Task Force Report which expressly rejects the concept of local governments or other third parties having an independent seat at the Treaty negotiations table. This conclusion makes sense from a legal and constitutional perspective. However, it fails to take into account the fact that good relations between local governments and First Nations are crucial to implementing a Treaty.

Councillor Seeking Voice at Treaty Table

Councillor Bruce McDonald is frustrated that Delta is not representing themselves at treaty negotiations with Tsawwassen First Nation. He has presented the Delta council with a motion to appoint a representative to the Lower Mainland Treaty Advisory Committee (LMTAC) stating that it is the only way the municipality can have any input on issues of “immense importance” for Delta and its people. The Tri-Delta majority approved a LMTAC boycott in March 2003 following complaints that the Delta representatives were forbidden from sharing information about treaty negotiations.

(Delta Optimist, April 10; The Leader, April 11)

(Coquitlam Now, April 21)

Some of the issues that may need to be addressed in Treaty negotiations include:

- What role local governments should play during Treaty negotiations and who should represent their interests,
- Whether local governments should have a veto over land selection or future land acquisitions by First Nations,
- Who should have jurisdiction over Treaty Settlement Lands within municipal boundaries,
- Whether cooperative land-use planning should be required,
- Potential loss of tax revenue by local governments if First Nations get back land within local government boundaries,
- Negotiation of fair and durable service agreements,
- The relationship between First Nations and Regional Districts, and
- Cooperation on economic development initiatives.

Developments in the Common Law

There are a number of court cases arising out of disputes between local governments and First Nations. These include:

Tsawwassen Indian Band v. Corporation of Delta CA22377/VI02883 (1997-08-06).

Burns Lake Indian Band v. Burns Lake (Village) [2000] B.C.J. No. 1374.

The basic principles arising from these cases are:

- First Nations must pay a reasonable price for services from local governments.
- Local governments can refuse to provide services to First Nations but only after a reasonable notice period, which could be up to two years.

Examples of First Nation-local government relationship issues

Tsawwassen-Delta

- Basically began as an issue over jurisdiction. Tsawwassen wanted to develop some of its Reserve land and Delta wanted to apply its zoning to the Reserve.
- The First Nation felt it needed to build condos for economic development, Delta refused to supply services.
- Tsawwassen was forced to build a water and sewage treatment plant to service the development.
- This dispute ended up in court.

- There are currently many unresolved issues between Tsawwassen and Delta.

Sliammon

- Differing degrees of success with the Town of Powell River in comparison to the Regional District
- (Lund Hotel issue)

- The Town of Powell River is sitting on top of Tees-Kwat, formerly the largest Sliammon village on the Coast.
- Tees-Kwat was promised as a Reserve but a local settler fraudulently obtained it.
- The homes of Sliammon members were burned down and the members were forcibly removed from their village to make way for a mill.
- Over the years, the relationship between Powell River and Sliammon has varied.
- Up until several years ago, Powell River Council did not seem very supportive of Treaty settlement with Sliammon, particularly if it involved TSL within municipal boundaries.
- Approximately two years ago, Powell River disturbed an important Sliammon midden site during construction of a sea-walk. The significance of this disturbance, combined with the election of a new Mayor and a new Chief were the triggering events that led to improved relations.
- Chief Maynard Harry and Mayor Steward Alsgaard sat down and worked out a Community Accord with the help of their staff.
- They also reached agreement on a partnership for the sea-walk. Sliammon benefited from construction jobs and providing cultural advice and the sea-walk, a potential disaster, turned into a major success.
- Sliammon and Powell River are now in the process of completing a detailed protocol to follow up on the Community Accord.
- The Protocol has not yet been signed so I cannot discuss it in detail. However, here are some of the basic concepts:

PROTOCOL AGREEMENT ON CULTURE, HERITAGE AND ECONOMIC DEVELOPMENT

- The Protocol is intended to deal with culture, heritage and economic development.
- The District (town) of Powell River will recognize Sliammon's history, culture, and village site at Tees-Kwat going back thousands of years and Sliammon will recognize the non-aboriginal history and culture going back a hundred years.
- The Parties will form a Joint Culture and Heritage Committee and will implement policies to protect cultural and heritage sites.
- Sliammon will be notified of subdivision applications, development permit applications and other types of applications that could adversely affect Sliammon.
- The Parties are working on a joint permitting process or some other mechanism to allow each Party to comment on applications while still respecting the jurisdiction of each Party.
- There will likely be provisions for each Party to be involved in OCP reviews carried out by the other Party.
- Sliammon and Powell River will likely commit to cooperation on economic development initiatives.

**PROTOCOL AGREEMENT ON CULTURE, HERITAGE
AND ECONOMIC DEVELOPMENT**

THIS PROTOCOL AGREEMENT made this _____ day of _____, 2004

BETWEEN: THE CORPORATION OF THE DISTRICT OF POWELL RIVER,
A Municipal Corporation having its place of business at 6910 Duncan Street,
Powell River, B.C. V8A 1V4 (the “Municipality”)

AND: TLA’AMIN FIRST NATION also known as Sliammon
Having its place of business at 6686 Sliammon Road, RR#2
Powell River, B.C. V8A 4Z3 (“Tla’amin”)

WHEREAS

- 1) The Municipality and Tla’amin signed a Community Accord on the 10th day of May, 2003 (the “Accord”);
- 2) Article 1 of the Accord states the Municipality and Tla’amin each have distinct authorities and responsibilities towards their residents and members, and acknowledge that the interests of all persons living in the two communities are best served by working together in the spirit of cooperation;
- 3) Article 3.2 of the Accord states the Parties will form working groups from time to time to explore and initiate activities designed to facilitate economic diversification, to protect cultural and heritage resources, to promote community growth, to increase investment and to generate employment;
- 4) The Parties acknowledge that much of the settlement area now within the boundaries of the Municipality has been built upon lands that formed part of the traditional Tla’amin village of Tees Kwat and that there are many important Tla’amin culture and heritage sites in the area;
- 5) Tla’amin claims aboriginal title to the area within the boundaries of the municipality, aboriginal title carries an undeniable economic component, and the Parties recognize that there are significant economic and cultural values and economic development opportunities in the area;

- 6) The Parties are committed to carrying out the commitments in the Accord and this Protocol Agreement in a timely manner and will continue building government-to-government relations now than await the outcome of treaty negotiations;

NOW THEREFORE the Parties have entered into this Protocol Agreement with the intention and desire to ensure the protection of cultural and heritage sites and to promote economic development and diversification in common areas of interest, in a manner that respects and accommodate Tla'amin's title and rights, culture and heritage, the responsibilities and limits of the Municipality under the *Community Charter*, the heritage, values and rights of the citizens of the Municipality.

ARTICLE 1 – TLA'AMIN CULTURAL AND HERITAGE SITES

- 1.01 The Parties acknowledge that the Tla'amin village of Tees Kwat and Tla'amin traditional village sites and use areas encompass many important archaeological sites, traditional land use sites and spiritual sites, arising from thousands of years of use and ownership by Tla'amin ancestors.
- 1.02 The Parties acknowledge that these sites may include cultural and heritage sites in the form of petroglyphs, culturally modified trees, canoe skids, fish traps, fish weirs, pictographs, shell midden and burial sites.

ARTICLE 2 – POWELL RIVER CULTURE AND HERITAGE SITES

- 2.01 The Parties acknowledge that the Tla'amin village of Tees Kwat is now within the boundaries of the Municipality and that this area contains some non-aboriginal culture and heritage sites arising from the presence of non-Tla'amin Citizens dating back to approximately 1900.
- 2.02 The Parties acknowledge that the historic Townsite of Powell River is designated by Canada as a National Historic Site.

ARTICLE 3 – PROTECTION OF CULTURE AND HERITAGE SITES

- 3.01 The Parties commit to take steps to protect the cultural and heritage sites described above in accordance with this Protocol Agreement.
- 3.02 The Parties agree to promote and enhance awareness of the cultural and heritage sites described above and to promote awareness and understanding of the history and culture of Tla'amin and Powell River.
- 3.03 The Parties agree to form a joint Culture and Heritage Committee that will be comprised of political appointments and planning staff from each of the communities within two months of signing this protocol to:

- a) Develop criteria and options to protect cultural and heritage sites which may include some of the options set out in Appendix “B”;
 - b) Explore funding sources, make funding proposals if appropriate, and propose initiatives, events, and policies to the Municipality and Tla’amin to increase awareness and understanding of the history and culture of Tla’amin and of Powell River; and
 - c) Propose criteria or policies for promoting an increased understanding and protecting cultural and heritage sites during the assessment of any economic development and diversification initiatives supported or authorized by the Parties.
- 3.04 Policy and criteria recommendations and funding proposal applications will be submitted to the Parties for approval prior to implementation.

ARTICLE 4 - ECONOMIC DEVELOPMENT COOPERATION

- 4.01 The Parties share many common objectives with respect to generating a diversified and sustainable economy for the region in a manner that is consistent with the values and rights of the Tla’amin members and the values and rights of the Citizens of the Municipality.
- 4.02 The Parties agree to follow criteria developed by the Joint Culture and Heritage Committee or otherwise agreed to by the Parties to ensure that development proposals and initiatives respect the culture and values and protect the cultural and heritage sites in a manner consistent with this Protocol Agreement.
- 4.03 The Parties agree to explore appropriate joint economic ventures.
- 4.04 The Parties may from time to time agree to establish joint economic development working committees that will consist of an equal number of representatives from both communities that will meet as may be required to work together to review and/or plan strategic economic objectives. The working committees will be responsible to provide to the Parties verbal and/or written reports as may be requested.
- 4.05 The Parties may agree to establish an advisory body to carry out an assessment of existing conditions relative to economic development in both communities and the region on key topic areas that may include, but are not restricted to, waterfront, tourism, forestry and marine resources, arts and culture, and high speed fiber optic and broadband internet access.
- 4.06 The advisory body will provide to the Parties written and verbal reports.

- 4.07 Wherever possible, the Parties agree to notify each other of development projects or opportunities that are relevant to this Protocol Agreement or that may affect the interests of the other Party or the economic health of the region.
- 4.08 The Parties agree to jointly host economic development forums with emphasis on attracting business, investors, joint venture partners, and to promote and market the Municipality's and Tla'amin's economic diversity.
- 4.09 Agreed-upon costs and administrative resources for organizing such events will be shared equally between the Parties.
- 4.10 The Tla'amin Development Corporation and the Powell River Economic Development Society (PRREDS) have a Memorandum of Understanding that does not supersede this Protocol Agreement.

ARTICLE 5 – OFFICIAL COMMUNITY PLAN REVIEW AND OTHER PRIORITIES FOR INTERGOVERNMENTAL COORDINATION

- 5.01 The Parties agree that Tla'amin will be represented at the table for the review discussions and for all subsequent major review and revision of the Municipality's Official Community Plan, Land-Use Plan and Zoning Bylaw.
- 5.02 The Parties agree that the Municipality will be represented at the table for discussion on land use and land use planning and for all subsequent major review and revisions of land use planning for lands owned by Tla'amin within the Municipal boundary.
- 5.03 The Municipality agrees that any future major revisions to its Official Community Plan, Land-Use Plan, Zoning Bylaws and maps will include:
- a) A brief summary of Tla'amin history, culture and heritage, and treaty negotiations;
 - b) If appropriate, sites for potential treaty settlement lands;
 - c) If appropriate, Tla'amin cultural and heritage sites;
 - d) Policies for the protection of Tla'amin and Powell River culture and heritage sites.
- 5.04 The Municipality agrees to notify Tla'amin of any amendments to the Community Charter that may affect the spirit or content of either the Accord or the Protocol Agreement.
- 5.05 The Parties agree to hold not less than six (6) government-to-government meetings per year. The Primary purpose of the meetings are to:

- a) Review the progress of the joint committees, advisory groups and other initiatives to the protocol agreement;
 - b) Identify joint initiative opportunities;
 - c) Strategize on issues affecting each other's area of jurisdiction;
 - d) Share information and improve communications;
 - e) Collaborate on common issues with other levels of government;
 - f) Discuss other relevant issues that are of concern to both Parties.
- 5.06 The Mayor of the Municipality and the Chief Councillor of Tla'amin will alternate the Chair of the government-to-government meetings.
- 5.07 Each Party agrees to provide timely notice on issues that could significantly impact the other Party, and to provide information to facilitate the opportunity for meaningful discussion and cooperation.
- 5.08 The Mayor of the Municipality and the Chief Councillor of Tla'amin will meet promptly at the request of either Party to deal with emergency issues that may include:
- a) Immediate threats to cultural and heritage sites;
 - b) Immediate threats or potential infringements to Tla'amin's aboriginal title and rights;
 - c) Other emergency issues that may affect the subject matter of the Accord or this Protocol Agreement.

ARTICLE 6 – DISPUTE RESOLUTION

- 6.01 The Parties are committed to open, honest, and respectful interaction with each other in order to communicate effectively and to avoid conflict.
- 6.02 Where a dispute between the Parties arises, either Party may, at any time, call a special meeting of the Parties to resolve the issue. Where the Parties are unable to resolve a dispute by special meeting, either Party may request a dispute resolution session.
- 6.03 Both Parties shall mutually agree upon the procedure for carrying out a dispute resolution session.
- 6.04 The Parties will share agreed upon dispute resolution costs on a 50/50 basis.

ARTICLE 7 – TERMS OF THE AGREEMENT

- 7.01 The Parties agree this Protocol Agreement shall take effect upon the adoption by resolution of each respective Council.

- 7.02 The Parties agree this Protocol Agreement is a living document and may be subject to revision from time to time by mutual consent. The revisions must be agreed to in writing and adopted by resolution of each respective Council.
- 7.03 This Protocol Agreement will remain in effect unless terminated by either of the Parties.
- 7.04 Either Party may terminate the Protocol Agreement by providing to the other Party sixty (60) days notice in writing, to be delivered by hand, facsimile or registered mail.

IN WITNESS OF the Parties have hereunto affixed their signatures as of the day and year first written above

Chief L. Maynard Harry

Mayor Stewart B. Alsgard

APPENDIX “A”

To the Protocol Agreement on Culture, Heritage, and Economic Development

Consultation and Permitting Process for Proposed Developments

Step 1: Designation and identification of Tla’amin cultural and heritage sites and traditional land use sites for protection

- 1.1 Tla’amin will provide the Municipality appropriate information and maps showing the location of petroglyphs, culturally modified trees, canoe skids, fish traps, fish weirs, pictographs, shell midden, burial sites, and other important cultural and heritage sites or areas. Tla’amin may also provide information on harvesting, hunting or fishing areas or other areas where Tla’amin members exercise their aboriginal rights.
- 1.2 The Municipality will make every effort to respect the sensitivity and confidentiality of cultural information provided by Tla’amin. However, Tla’amin acknowledges that any information provided to the Municipality may be subject to public disclosure under this Protocol Agreement or under Freedom of Information legislation. For particularly sensitive or confidential cultural sites or uses, Tla’amin may decide to provide the information verbally to the Municipality and may request that no written information is kept in the Municipality’s files.

Step 2: Application Process

- 2.1 Applicants applying for one or more of the following will receive appropriate information or notification if their proposed project may affect a known cultural or heritage site or area where Tla’amin members exercise aboriginal rights:
 - a) Subdivision application
 - b) Rezoning Application
 - c) Amendment to the Official Community Plan or Land-Use Bylaw
 - d) Development Permit for a Development Permit Area
 - e) Variance
- 2.2 The Municipality will advise applicant of their responsibilities under the Heritage Conservation Act if there is the potential for disturbing cultural or heritage sites or areas.
- 2.3 Real Estate agents or individuals inquiring in person at the Municipal Hall about properties that have known Tla’amin sites or areas will be provided with appropriate information.

- 2.4 Written notification of the information will be attached to each application with copies provided to:
- a) The Applicant
 - b) The Municipal File
 - c) Tla'amin

Step 3: Notification

- 3.1 The Municipality will notify Tla'amin when it receives an application under step 2 for the development of land. The notification will be within fourteen (14) business days of the date the application is received.
- 3.2 The Municipality will submit to Tla'amin a copy of its development plan where the Municipality intends to develop lands within the Municipal boundaries within fourteen (14) days of the date the Municipality prepares a development plan.
- 3.3 Any development plan for waterfront development within the boundaries of the Municipality will be subject to a review by Tla'amin and the Municipality will forward to Tla'amin all such development plans within fourteen (14) business days of receiving them.

Step 4: Review of Development Application

- 5.1 Tla'amin will be requested to review any proposed development plan forwarded to Tla'amin by the Municipality and, subject to paragraph 1.2, to provide in writing the traditional use information relating to areas within the development application. Tla'amin will identify concerns with respect to potential impacts on cultural and heritage resources or areas where members exercise aboriginal rights.
- 5.2 Tla'amin may request the Municipality to provide additional information or to arrange with the developer for a presentation or additional information to ensure Tla'amin has a full understanding of the development application.
- 5.3 Tla'amin will review the application using their traditional use studies, maps, database, elders, and other relevant information.
- 5.4 Tla'amin will provide their comments within thirty (30) days of receipt of the development application.

Step 5: Consultation Meeting(s)

- 6.1 Consultation meetings between the applicant, Tla'amin, and the Municipality may be called by Tla'amin or the Municipality to address any concerns or to resolve issues wherever possible.

- 6.2 The applicant may be requested to conduct presentations, field visits, or an Archaeological Inventory Assessment (AIA) to determine the nature and scope of potential impacts and to explore ways for addressing concerns and avoiding or minimizing impacts.
- 6.3 Tla'amin will determine the contractor for any Archaeological Inventory Assessments.
- 6.4 There will be an assignment of all costs for the consultation process associated in 6.2 to the applicant. The Parties agree that Tla'amin will be responsible for billing and collection of payments from the applicant.
- 6.5 Within thirty (30) days of the consultation meeting, Tla'amin will provide the Municipality with a written summary describing which of its concerns have been resolved to its satisfaction and which, if any, remain outstanding, together with a summary of the consultation meetings that have taken place.

Step 6: Submission for Permit

- 7.1 The Municipality will provide Tla'amin with written notification of the conditions under which it is prepared to issue a permit for the development under its jurisdiction, which will outline how each of Tla'amin's cultural and heritage concerns will be addressed.

Step 7: Tla'amin Cultural and Heritage Permit

- 8.1 Where the applicant and the Municipality have completed the process described above and addressed all reasonable concerns raised by Tla'amin, Tla'amin will issue a Cultural and Heritage Permit to the Municipality within five (5) business days.

Step 8: Municipal Development Permit

- 9.1 Upon receipt of Tla'amin's Cultural and Heritage Permit, the Municipality will issue its Development Permit or other approval within two (2) business days.
- 9.2 If Tla'amin declines to issue its Cultural and Heritage Permit, the Municipality may choose to meet with Tla'amin for a further review or the Municipality may advise Tla'amin that it will issue a Municipal Development Permit or other approval under its authority in the *Community Charter*.

APPENDIX "B"

To the Protocol Agreement on Culture, Heritage, and Economic Development

Potential Options to Protect Cultural and Heritage Sites

The Parties will work together through the Joint Culture and Heritage Committee to explore and implement options to fulfill their mutual commitments relating to ensuring the protection and enhancement of culture and heritage in the Protocol Agreement on Culture, Heritage and Economic Development.

The Parties will explore and assess available options including the ones identified below.

Development Permit Areas

- a) Consider creating Development Permit Areas to protect known cultural and heritage sites;
- b) The Development Permit Areas could include requirements for minimum set-back distances from specified types of sites such as burial sites.

Subdivisions

- a) Consider setting out policies that request the Approving Officer to require park dedications for culture or heritage sites as part of subdivision approvals.

Covenants

- a) Consider developing policies to require covenants to protect culture or heritage sites;
- b) Certain types of approvals or permits could be granted subject to the applicant registering a covenant on title to protect culture and heritage sites.

Designated Sites

- a) Consider joint site designation to recognize important sites;
- b) With the cooperation of land-owners, Tla'amin and the Municipality could jointly designate important culture and heritage sites;
- c) The Parties could work with land-owners to install interpretive signs at the site.

Provisions from recent Agreements-in-Principle

SLIAMMON AiP

CHAPTER 13 - LOCAL AND REGIONAL GOVERNMENT RELATIONS

1. The provisions of this chapter will be included in the Governance Agreement.
2. The Governance Agreement will address the relationship that Sliammon Government will have with the Powell River Regional District and the Corporation of the District of Powell River on matters such as the delivery of and payment for services, and co-ordination between the governments for common areas of responsibility.
3. Before the Final Agreement, the Parties will discuss participation of Sliammon Government and representation for residents on Sliammon Lands on the Powell River Regional District.
4. Before the Final Agreement, Sliammon, the Powell River Regional District and the Corporation of the District of Powell River will discuss opportunities to develop and co-ordinate official community plans for Sliammon Lands, electoral areas in which there are Sliammon Lands and the Corporation of the District of Powell River.

SNUNEYMUXW GOVERNANCE AIP

LOCAL AND REGIONAL GOVERNMENT RELATIONS

Regional District of Nanaimo/Snuneymuxw Membership

1. Prior to the Final Agreement, Snuneymuxw and the Regional District of Nanaimo will negotiate and seek terms for full Snuneymuxw Government membership in the Regional District of Nanaimo on a basis similar to that of a municipality.
2. British Columbia's settlement legislation will give effect to Snuneymuxw participation on the Regional District of Nanaimo Board.

Service Participation

3. Subject to the Parties reaching agreement on funding arrangements, Snuneymuxw, as a member of the Regional District of Nanaimo Board, will participate in the following Regional District of Nanaimo services:
 - a) general administration;
 - b) regional planning;
 - c) solid waste; and
 - d) Regional Hospital District.
4. Subject to the Parties reaching agreement on funding arrangements, Snuneymuxw will consider participating in the following Regional District of Nanaimo services:
 - a) Vancouver Island Regional Library Services;
 - b) E-911;
 - c) regional parks;
 - d) Southern Community recreation; and
 - e) Port Theatre.

Land Use Planning

5. Snuneymuxw Government will have law making authority over land use planning on Snuneymuxw Treaty Land and will exercise this law making authority over Snuneymuxw Treaty Land on Vancouver Island in a manner consistent with the agreed-upon Regional District of Nanaimo Growth Strategy.
6. Prior to the Governance Agreement, the Regional District of Nanaimo and Snuneymuxw will agree to an amendment to the Regional District of Nanaimo Growth Strategy.
7. The Snuneymuxw First Nation will prepare an Official Community Plan that provides a statement of objectives and policies to guide decisions on planning and land use management.
8. Snuneymuxw Government will develop the Snuneymuxw Official Community Plan using a process that ensures broad Snuneymuxw community input and provides reasonable opportunities for meaningful input from neighbouring jurisdictions and neighbouring residents.

9. The Snuneymuxw Official Community Plan will include a “Regional Context Statement” that identifies the relationship between the Snuneymuxw Official Community Plan and the content of the Regional District of Nanaimo Growth Strategy.
10. Snuneymuxw will work with the Regional District of Nanaimo collaboratively to resolve inconsistency between the Snuneymuxw Official Community Plan and the Regional District of Nanaimo Growth Strategy.

Gabriola Island

11. Snuneymuxw Government will have law making authority over land-use planning on Snuneymuxw Treaty Land on Gabriola Island.
12. Prior to the Final Agreement, the Snuneymuxw First Nation will develop a land-use plan for Snuneymuxw Treaty Land on Gabriola Island and will:
 - a) consult with neighboring jurisdictions and residents; and
 - b) consider the unique amenities and environment of Gabriola Island.
13. Prior to the Effective Date, the Islands Trust and the Snuneymuxw First Nation will develop joint principles that will guide development of a joint land-use strategy for Gabriola Island.
14. On the Effective Date, the Islands Trust and Snuneymuxw Government will establish a Gabriola land committee which will consider:
 - a) development permit areas for the protection of culturally significant sites and of the environment;
 - b) residential density;
 - c) buffers;
 - d) trail access; and
 - e) building height as it relates to fire protection.
15. The Gabriola land committee will establish a joint land-use strategy.
16. After the Effective Date, amendments or changes to either the Snuneymuxw land use plans regarding Gabriola Island or the Gabriola Island Local Trust Committee Official Community Plan will be consistent with the joint land-use strategy.
17. The Snuneymuxw First Nation and the Gabriola Island Local Trust Committee acknowledge and agree to the principle of dispute resolution to resolve outstanding land-

use planning issues.

18. If prior to the Final Agreement the Gabriola Island Local Trust Committee Official Community Plan is reviewed, the Gabriola Island Local Trust Committee will consult with the Snuneymuxw First Nation.