

**WATERSHED ACCORD**  
**between**  
**SECHELT INDIAN BAND**  
**and**  
**SUNSHINE COAST REGIONAL DISTRICT**

**GIVEN THAT:**

- A. The Chapman/Grey Creek Watersheds (the "**Watersheds**") are situated within and form part of the traditional territory of the Sechelt Indian Band (the "Band");
- B. The Watersheds are situated within the Sunshine Coast Regional District ("**SCRD**") which has authority to provide the service of potable water to the residents of the SCR D; and
- C. The Band and the SCR D have a mutual interest in improving and maintaining the safety and quality of their potable water supply and in jointly assuming the responsibility and authority for the attaining and maintaining of the highest possible safety and quality standards for their potable water supply.

**WE**, the Sechelt Indian Band and the Sunshine Coast Regional District jointly resolve and agree as follows:

- 1. We shall negotiate the terms of an agreement between the Band and the SCR D;
  - (a) for the sharing of responsibility and the decision-making processes in respect of the shared management of the Watersheds, and
  - (b) for the sharing of the costs, expenses and liabilities arising from the shared management of the Watersheds;

in accordance with a decision making framework to be determined by the parties.
- 2. If we have not completed the negotiations of and entered into the Agreement referred to in paragraph 1 above within 90 days after the execution of this Accord, this Accord shall terminate and neither of us shall have any obligation to the other under the Accord unless, on or before the date 90 days after the execution of this Accord, we mutually agree to extend the time for the completion of the Agreement.
- 3. Upon the completion of the Agreement referred to in paragraph 1 above, we shall petition the Province of British Columbia for the assumption by the parties of a shared management framework for the Watersheds, which management will include, without limitation;
  - (a) the right and authority to review all applications for the approval of any industrial, commercial, recreational or residential development or activity within the Watersheds,
  - (b) the right and authority to approve with conditions or disapprove applications for any development or activity that may adversely affect or impact the safety and quality of the potable water supply from the Watersheds,

- (c) the right and authority to disallow any activity within the Watersheds that may adversely affect or impact the safety and quality of the potable water supply from the Watersheds, and
  - (d) the power to prosecute offenders of the laws of the Band and the bylaws of the SCR D enacted to give effect to the foregoing, which laws and bylaws shall be enacted in consultation between the Band and the SCR D.
4. This Accord is without prejudice to the aboriginal and treaty rights of the Band and its rights under section 91(24) of the Constitution Act 1867 and section 35 of the Constitution Act 1982 and shall not be construed so as to abrogate or derogate from any aboriginal or treaty rights of the Band or the members of the Band, or any other aboriginal people of Canada.
5. This Accord is also without prejudice to the powers, duties and functions of the SCR D under the *Local Government Act* (British Columbia) or any subsequent legislation in relation to the watershed lands including, without limitation, the jurisdiction of the SCR D over the provision of potable water to the residents of the SCR D.

EXECUTED this 18<sup>th</sup> day of September, 2003.

**SECHELT INDIAN BAND**

Per:

Chief Garry Feschuk	Councillor Marita Paul-Franke	Councillor Rick August
Councillor Stan Dixon	Councillor Ben Pierre, Jr.	

**SUNSHINE COAST REGIONAL DISTRICT**

Per:

Ed Steeves, Chair Director, District of Sechelt	Adrian Belshaw, Vice Chair Director, Electoral Area D	Chief Garry Feschuk Director, Sechelt Indian Government District
John Rees Director, Electoral Area A	John Marian Director, Electoral Area B	<u>Celia Fisher</u> Director, Electoral Area E
Barry Janyk Director, Town of Gibsons	Bernie Mulligan Director, Electoral Area F	