

STAGE 5 TREATY NEGOTIATIONS MEMORANDUM OF UNDERSTANDING
(the “MOU”)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Crown-Indigenous Relations
(hereinafter “Canada”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Indigenous Relations and Reconciliation
(hereinafter “British Columbia”)

AND:

STÓ:LŌ XWEXWILMEXW TREATY ASSOCIATION
comprised of Aitchelitz First Nation, Leq’á:mel First Nation, Skawahlook First Nation,
Skowkale First Nation, Tzeachten First Nation and Yakweakwioose First Nation
(hereinafter “SXTA”)

(each a “Party” and collectively the “Parties”)

WHEREAS

- A. The Parties are engaged in treaty negotiations under the British Columbia treaty process (the “Process”), have made substantial progress, and have decided to shift from Stage 4 to Stage 5 of the Process without signing an Agreement-in-Principle.
- B. Canada and British Columbia each have set out principles that form a foundation for partnering and supporting Indigenous Peoples through a Nation-to-Nation and Government-to-Government relationship (the “Principles”).
- C. The Process is transforming. The transformation includes incorporation of the Principles, non-extinguishment of rights, rights recognition, and the implementation of the United Nations Declaration on the Rights of Indigenous Peoples.
- D. The Parties acknowledge that key elements of the current draft Stó:lō Xwexwilmexw Agreement-in-Principle do not reflect the ongoing transformation of the Process.
- E. The Parties intend to take a renewed approach incorporating the ongoing transformation to treaty negotiations in Stage 5 of the Process without signing an Agreement-in-Principle.

NOW THEREFORE the Parties set out their mutual agreement as follows:

1 MOVING INTO STAGE 5 NEGOTIATIONS

- 1.1 The Parties are continuing to negotiate a treaty under the British Columbia treaty process.
- 1.2 The Parties will use elements of the draft Agreement-in-Principle and 1.4(c) to inform their negotiations in Stage 5.
- 1.3 The Parties have agreed and confirmed with the British Columbia Treaty Commission that they will transition into Stage 5 of treaty negotiations upon signing this MOU.
- 1.4 The Parties agree to:
 - a. commence Stage 5 negotiations on the effective date of this MOU;
 - b. commence Stage 5 negotiations without signing an Agreement-in-Principle;

- c. co-develop, on a non-binding basis¹, a core treaty that, among other things, will:
 - i. be consistent with the United Nation Declaration on the Rights of Indigenous Peoples;
 - ii. incorporate a non-extinguishment of rights and rights recognition approach;
 - iii. establish Nation-to-Nation and Government-to-Government relationships; and
 - iv. be adaptable, renewable and changeable over time; and
- d. seek approval to conclude a legally binding core treaty.

2 CONSULTATIONS WITH NEIGHBOURING FIRST NATIONS

- 2.1 SXTA will engage and consult with neighbouring First Nations and will make best efforts to address shared territory and overlap issues prior to finalizing and initialling a treaty.
- 2.2 Canada and British Columbia will consult with neighbouring First Nations whose section 35 rights may be adversely impacted by a treaty with Stó:lō Xwexwilmexw.
- 2.3 The Parties acknowledge that any necessary accommodation arising out of consultations referred to in 2.2 will be determined prior to finalizing a treaty.

3 OTHER

- 3.1 Any disputes regarding the interpretation or implementation of this MOU will be resolved only by the Parties and will not be referred to any other third party for settlement, unless the Parties otherwise agree.
- 3.2 Negotiations under this MOU will continue to take place within the Process. All negotiations conducted pursuant to this MOU, and all related documents, are confidential unless the Parties otherwise agree in writing, or are required by law to be disclosed, including under the *Freedom of Information and Protection of Privacy Act*, and are without prejudice to the legal positions of the Parties and will not be tendered or relied upon in any court proceeding or in any other forum, or be construed as an admission of fact or liability.

¹ “on a non-binding basis” means that the core treaty negotiated during Stage 5 will not be legally binding until ratified by all of the parties.

- 3.3 This MOU is not intended to constitute a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 3.4 This MOU does not establish, create, amend, define, affirm, recognize, deny, abrogate or derogate from any legally enforceable rights, including but not limited to any Aboriginal rights or title of the Stó:lō Xwexwilmexw which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 3.5 This MOU is not legally binding and does not create any contractual or financial obligations for any Party.
- 3.6 This MOU may be amended with the written consent of the Parties.
- 3.7 This MOU will continue in effect unless a Party withdraws pursuant to 3.8 or it is replaced by the Stó:lō Xwexwilmexw Treaty.
- 3.8 A Party may withdraw from this MOU by providing reasonable written notice to the other Parties.
- 3.9 If a Party chooses to withdraw from this MOU, the remaining Parties will discuss whether they wish to continue discussions under the MOU on a bi-lateral basis or terminate the MOU.

4 EFFECTIVE DATE AND SIGNATURE

4.1 This MOU will come into effect on the date of the last signature.

SIGNED ON BEHALF OF SXTA

 Shxwetélemel-elhót
 Chief Maureen Chapman, President
 Skawahlook First Nation

 Date

 Skemi
 Chief Angie Bailey
 Aitchelitz First Nation

 Date

 Mae'xe
 Chief Alice Thompson
 Leq'á:mel First Nation

 Date

Lexhalten
Chief Mark Point
Skowkale First Nation

Date

Wel'leq
Chief Derek Epp
Tzeachten First Nation

Date

Siyémches
Chief Terry Horne
Yakweakwioose First Nation

Date

SIGNED ON BEHALF OF BRITISH COLUMBIA

The Honourable Scott Fraser, M.L.A.
Minister of Indigenous Relations and Reconciliation

Date

SIGNED ON BEHALF OF CANADA

The Honourable Carolyn Bennett, M.D., P.C., M.P.
Minister of Crown-Indigenous Relations

Date

STRATEGIC ENGAGEMENT AGREEMENT

BETWEEN STÓ:LŌ FIRST NATIONS AND BRITISH COLUMBIA



Spring 2016

This page is intentionally left blank

Table of Contents

STÓ:LŌ SEA - AMENDING AGREEMENT	1
SCHEDULE 1 - STRATEGIC ENGAGEMENT AGREEMENT AS AMENDED	8
1. Interpretation.....	10
2. Purpose and Scope	15
3. Strategic Structures: Government to Government Forum and Engagement Framework	16
4. Linkage to Treaty	18
5. Consultation and Engagement under Agreement	18
6. Consultation with Non-Participatory Provincial Agencies and Other Governments	20
7. Other First Nations	20
8. Information Sharing and Confidentiality	21
9. Implementation and Monitoring	22
10. Dispute Resolution	23
11. Funding	24
12. Reporting on Funding	25
13. Conditions Precedent to Funding	25
14. Conditions Precedent to Agreement	26
15. Representation and Warranties	26
16. Term, Termination and Withdrawal	27
17. Notice and Delivery	28
18. General	29
Appendix A – Map of Agreement Area	31
Appendix B – List of Applicable Provincial Legislation	32
Appendix C – Engagement Framework - General	33
2. Initial Review and Assessment	34
3. Preliminary Response	36
4. Engagement Level Steps	38
5. Role of Applicants	41
6. Issues Resolution Process	41
7. Engagement Matrix Table	43
8. Specialized Engagement Steps	58
9. Land Act Tenure Replacements	64
Appendix D – Engagement Framework for Major Projects	68
Appendix E – Strategic Topics	69
Appendix F – Zone B.....	70
Appendix G – Performance Measures.....	71
Appendix H – Stó:lō Nation Society Representation	72
Appendix I – Band Council Resolutions	74

**STÓ:LŌ FIRST NATIONS STRATEGIC ENGAGEMENT AGREEMENT AMENDING
AGREEMENT SPRING 2016**

This Agreement is dated for reference May 9, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Aboriginal Relations and Reconciliation
(the “Province”)

AND

CHAWATHIL FIRST NATION
CHEAM FIRST NATION
LEQ’Á:MEL FIRST NATION
SCOWLITZ FIRST NATION
SHXW’OW’HAMEL FIRST NATION
SKAWAHLOOK FIRST NATION
SUMAS FIRST NATION

AND

AITCHELITZ BAND
SHXWHÁ:Y VILLAGE
SKOWKALE FIRST NATION
SOOWAHLIE FIRST NATION
SQUIALA FIRST NATION
TZEACHTEN FIRST NATION
YAKWEAKWIOOSE FIRST NATION
as represented by the Ts’elxwéyeqw Tribe Limited Partnership

AND

KWAW-KWAW-APILT FIRST NATION
SKWAH FIRST NATION
(hereinafter the “Stó:lō First Nations”)
(each a “Party” and collectively the “Parties”)

WHEREAS

- A. The Province, Chawathil First Nation, Cheam First Nation, Leq'á:mel First Nation, Scowlitz First Nation, Shxw'ow'hamel First Nation, Skawahlook First Nation, Sumas First Nation, Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten, and Yakweakwoose First Nation entered into the Strategic Engagement Agreement ("**SEA 2014**"), which came into effect on April 1, 2014 and was amended on November 5, 2014 and February 16, 2015;
- B. Section 18.6 of the SEA 2014 sets out a process for amending the **SEA 2014**;
- C. Section 16.3 and 16.4 of the **SEA 2014** set out a process for extending the term of the **SEA 2014**;
- D. The Parties now wish to extend the term of the **SEA 2014** for an additional two (2) years, and to set out the terms relating to the provision of funds to support the implementation of the **SEA 2014** extension;
- E. The Parties now wish to include the Kwaw-kwaw-Apilt and Skwah First Nations in the **SEA 2014**;
- F. The Parties now wish to make further amendments to the **SEA 2014**, including by updating the engagement framework in the **SEA 2014** to include additional Provincial legislation; and
- G. The Parties wish to consolidate all amendments to the **SEA 2014**, including those made by this Stó:lō First Nations Strategic Engagement Agreement Amending Agreement 2016 ("**Amending Agreement (Spring 2016)**") in a single document.

NOW THEREFORE the Parties agree as follows:

- 1. The term of the **SEA 2014** is extended by an additional two (2) years, and the term will now be five (5) years commencing on the Effective Date.
- 2. Section 1.1 of the **SEA 2014** is amended by deleting the words “, including the Environmental Assessment Office and Oil and Gas Commission” in the definition of “Non-Participatory Provincial Agency”.
- 3. Section 5.2 of the **SEA 2014** is amended:
 - a. by adding “for Proposed Activities within Zone A and Applications but for greater certainty, the agreements will otherwise continue to apply within Zone B in accordance with their terms” after “the following agreements”:
 - b. in paragraph (a), by adding “(expired), February 22, 2016 – February 21, 2019” after “January 2, 2016”;

- c. in paragraph (b), by adding “(expired), December 21, 2015 – December 20, 2018” after “February 13, 2015”;
- d. in paragraph (c), by adding “(expired), July 22, 2014 – July 21, 2017” after “April 26, 2014”;
- e. in paragraph (d), by adding “(expired), July 13, 2015 – July 12, 2018” after “April 10, 2015”;
- f. in paragraph (e), by adding “(expired), February 22, 2016 – February 21, 2019” after “October 30, 2015”;
- g. in paragraph (f), by adding “(expired), May 07, 2014 – May 06, 2017” after April 26, 2014”;
- h. in paragraph (h), by deleting “April 26 (2014).” and replacing it with “April 26 (2014) (expired), July 22, 2014 – July 21, 2017”;
- i. by adding the following as paragraph (i):

“Kwaw-kwaw-Apilt First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Kwaw-kwaw-Apilt First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: July 13, 2015 – July 12, 2018; and”;
- j. by adding the following as paragraph (j):

“Skwah First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Skwah First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: July 13, 2015 – July 12, 2018;”

4. Section 11.1. Funding is deleted and replaced with:

“Funding. In order to effectively implement this Agreement, the Province will supplement the Stó:lō First Nations resources by providing the Stó:lō First Nations with \$4,100,000 as follows:

- a. \$700,000 dollars within sixty (60) days of the Effective Date or sixty (60) days of the date on which this Agreement is fully executed by the Parties, whichever is later;
- b. \$700,000 dollars within thirty (30) days of the first and second anniversaries of the Effective Date;
- c. \$200,000 dollars within sixty (60) days of the date the Stó:lō First Nations Strategic Engagement Agreement Amending Agreement 2016 (**Spring 2016**) comes into effect; and

- d. \$900,000 dollars within thirty (30) days of the third and fourth anniversaries of the Effective Date.
5. Section 16.1. of the **SEA 2014** is amended by deleting the words “three (3)” and replacing them with “five (5)”.
 6. Section 18.6(b) is amended by adding “Forum” after “G2G”.
 7. Appendix B of the **SEA 2014** is amended to add the “*Dike Maintenance Act*”, the “*Water Sustainability Act*” and the “*Wildlife Act*”.
 8. Section 1.1 of Appendix C of the **SEA 2014** is amended by deleting “6.1” and substituting “5.1”.
 9. Table 1 of Appendix C of the **SEA 2014** is deleted and replaced with the new Table 1 of Appendix C as set out in Schedule 1 to this **Amending Agreement (Spring 2016)**.
 10. Section 1.3(a) of Appendix E of the **SEA 2014** is amended by deleting subparagraphs (i) - (iv) and replacing them with the following:
 - i. the *Fisheries Act*;
 - ii. the *Local Government Act*; and
 - iii. the *Oil and Gas Activities Act*;
 11. Appendix I of the **SEA 2014** is amended by including copies of band council resolutions of Skwah and Kwaw-kwaw-Apilt.
 12. The amendments to the **SEA 2014** of November 5, 2014 and February 16, 2015 and all amendments made by this **Amending Agreement (Spring 2016)** are consolidated and the consolidation is attached as Schedule 1 to this **Amending Agreement (Spring 2016)**.
 13. Any part of the **SEA 2014** not amended by the amendments of November 5, 2014, February 16, 2015 or by this **Amending Agreement (Spring 2016)** are hereby confirmed and remain in full force and effect.
 14. This **Amending Agreement (Spring 2016)** takes effect on the last date it is signed by all the Parties.

15. This **Amending Agreement (Spring 2016)** may be signed in counterparts and exchanged by electronic means of transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of Chawathil First Nation this
11 day of April, 2016:

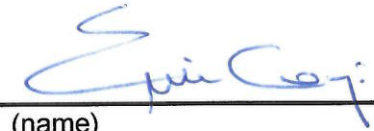


(name)

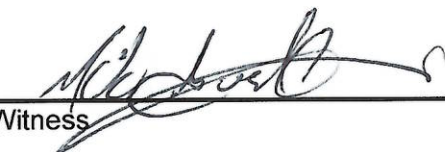


Witness

Signed on behalf of Cheam First Nation this
22 day of April, 2016:



(name)



Witness

Signed on behalf of Leq'á:mel First Nation this
11 day of April, 2016:



(name)

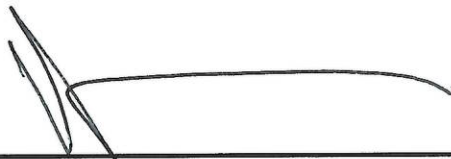


Witness

Signed on behalf of Scowlitz First Nation this
11 day of April, 2016:



(name)



Witness

Signed on behalf of Shxw'ow'hamel First Nation this 11 day of April, 2016:

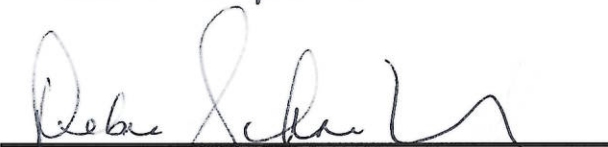


(name)




Witness

Signed on behalf of Skawahlook First Nation this 11 day of April, 2016:




(name)



Witness

Signed on behalf of Sumas First Nation this 11 day of April, 2016:

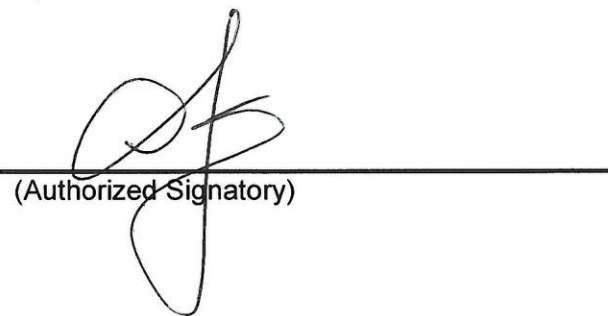


(name)

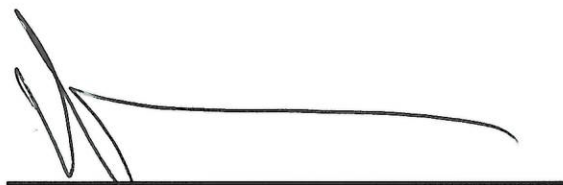


Witness

Signed on behalf of Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, and Yakweakwoose First Nation as represented by Ts'elxwéyeqw Tribe Limited Partnership this 22 day of April, 2016:



(Authorized Signatory)



Witness

Signed on behalf of Kwaw-kwaw-Apilt First Nation this 21 day of April, 2016:

Betty Henry
Name

[Signature]
Witness

Signed on behalf of Skwah First Nation this 11 day of April, 2016:

Robert Combes
Name

[Signature]
Witness

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by as represented by the Minister of Aboriginal Relations and Reconciliation this 9 day of May, 2016:

[Signature]
Ministry of Aboriginal Relations and Reconciliation

SCHEDULE 1
STRATEGIC ENGAGEMENT AGREEMENT
BETWEEN STÓ:LŌ FIRST NATIONS AND BRITISH COLUMBIA
AS AMENDED

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Minister of Aboriginal Relations and Reconciliation

(the “Province”)

AND

CHAWATHIL FIRST NATION

CHEAM FIRST NATION

KAW-KAW-APILT FIRST NATION

LEQ'Á:MEL FIRST NATION

SCOWLITZ FIRST NATION

SHXW'OW'HAMEL FIRST NATION

SKAWAHLOOK FIRST NATION

SKWAH FIRST NATION

SUMAS FIRST NATION

AND

AITCHELITZ BAND

SHXWHÁ:Y VILLAGE

SKOWKALE FIRST NATION

SOOWAHLIE FIRST NATION

SQUIALA FIRST NATION

TZEACHTEN FIRST NATION

YAKWEAKWIOOSE FIRST NATION

as represented by the Ts'elxwéyeqw Tribe Limited Partnership

(hereinafter the “Stó:lō First Nations”)

WHEREAS

- A. The Stó:lō First Nations are part of the Stó:lō indigenous people of S'ólh Téméxw in the lower Fraser River watershed of British Columbia, with shared language, traditions, customary laws, and history;
- B. The Stó:lō's relationship to the land is important to their culture and the maintenance of their community, governance, spirituality, health and economy;
- C. The Stó:lō First Nations aim to ensure the health and wellbeing of their communities now and for the future generations, in accordance with their system of values, through respectful land and resource use and management;
- D. The Stó:lō First Nations assert Stó:lō Rights, including a unique relationships with the land, the waters and the resources within the lower Fraser River watershed of British Columbia;
- E. The Stó:lō First Nations are interested in developing a process for effectively and comprehensively identifying and informing the Stó:lō First Nations and the Province of potential impacts on Stó:lō Rights;
- F. The Stó:lō First Nations require capacity funding from the Province to support the effective operation of the People of the River Referrals Office and G2G Forum as provided for in this Agreement;
- G. The Parties hold differing views with regard to sovereignty, jurisdiction, title, and ownership and, without prejudice to their differing views, intend to work collaboratively, seek consensus, and are committed to engaging across a spectrum of land and resource matters to improve business relationships and their government to government relationship;
- H. The Parties wish to have a more effective engagement process for land and resource decision making, and to establish a government to government forum where they may seek to address their respective interests;
- I. The Stó:lō First Nations seek to effectively carry out land and resource management and ensure the health and wellbeing of their future generations, in accordance with their system of values;
- J. The Stó:lō First Nations seek to establish effective, well organized, long-lasting collaborative relations among themselves to increase the efficiency and effectiveness of their engagement with the Province;
- K. In the spirit of the New Relationship and the Transformative Change Accord, the Province and the Stó:lō First Nations have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between aboriginal and non-aboriginal people; and

- L. The Province and the Stó:lō First Nations signed a Framework Agreement for a Strategic Engagement Agreement Pilot on June 12, 2012, amended on October 19, 2012, to include Chawathil First Nation and Shxwhá:y Village as signatories and the term of which was subsequently extended to March 31, 2014.

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1.1. Definitions. In this Agreement:

"Agreement" means this Strategic Engagement Agreement;

"Agreement Area" means the geographic area, within the Province of British Columbia comprised of Zone A and Zone B as depicted in Appendix A and is based on the asserted traditional territories of the participating Stó:lō First Nations;

"Applicant" means any individual, corporation, society, entity or agency, including the Province and any agent of the Province, that makes an Application or takes any step preliminary to making an Application to a Provincial Agency;

"Application" means a request for approval from the Province under a statute listed in Appendix B that proposes activity in Zone A that may have adverse effects on Stó:lō Rights and includes the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials;

"Batching" means multiple Applications of the same type;

"Bundling" means multiple types of Applications that relate to a single project;

"Business Days" means any day other than Saturday or Sunday or a statutory holiday or other holidays that the Stó:lō First Nations observe;

"Confidential Information" means any information provided by the Province under this Agreement which the Province denotes in writing as "Confidential";

"Delegate" means an Applicant a Provincial Agency requests under the Engagement Framework in Appendix C to undertake procedural aspects of consultation on its behalf;

"Dispute" means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, but does not include a disagreement regarding any recommendations or any decisions on Proposed Activities made by a Provincial Agency following Engagement;

"Effective Date" means April 1, 2014;

“Engagement” means the consultation processes outlined under the Engagement Framework;

“Engagement Coordinators” means the persons appointed to represent the Stó:lō First Nations or the Province at the Technical Working Group level of the G2G Forum;

“Engagement Framework” means the structure for Engagement established under Appendix C and Appendix D including:

- a. the processes for fulfilling the obligation of the Province to consult the Stó:lō First Nations regarding Proposed Activities;
- b. the Engagement Levels;
- c. the Engagement Matrix;
- d. the development and provision of recommendations by the Parties to inform decision-makers; and
- e. an Issues Resolution Process;

“Engagement Level” means the level of engagement determined in accordance with the process set out in Appendix C;

“Engagement Matrix” means Table 1 of Appendix C that sets out range of Engagement Levels based on program themes and types of decisions under the legislation included in Appendix B;

“G2G Forum” means a Government-to-Government forum continued under 3.1 of the Agreement;

“G2G Forum Co-Chair” means the person or persons appointed to represent the Stó:lō First Nations, and the Regional Director or designate appointed to represent the Province, at the G2G Forum;

“Issues Resolution Process” means the process for resolving issues that arise during the implementation of the Engagement Framework set out in Article 6 of Appendix C;

“Major Project” means a project which has a capital investment of over \$15 million, is reviewable under the *Environmental Assessment Act*, or the Parties agree is deemed to be of a significant nature;

“Member” means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of one of the Stó:lō First Nations;

“Non-Participatory First Nation” means a First Nation, Indian Band, or Tribal Association, including other Stó:lō, who assert traditional territory that overlaps in whole or in part with the Agreement Area and who is not a Party to this Agreement;

“Non-Participatory Provincial Agency” means a ministry or agency that is not listed as a Provincial Agency;

“People of the River Referrals Office” or the “PRRO” means an office authorized to receive and respond to referrals on behalf of the Stó:lō First Nations in accordance with this Agreement;

“Proposed Activity” means:

- a. an Application or suite of related Applications received by a Provincial Agency which seeks authorization for land and resource activities which may have adverse impacts on Stó:lō Rights;
- b. a decision or activity contemplated by a Provincial Agency under a statute listed in Appendix B which may have adverse impacts on Stó:lō Rights; or
- c. activities or decisions subject to Engagement as agreed to by the Parties, which may have adverse impacts on the Stó:lō Rights.

“Provincial Agency” means the following provincial ministries, including a division, branch, agency or office thereof responsible for the management of land and natural resources:

- a. Ministry of Energy and Mines;
- b. Ministry of Forests, Lands and Natural Resource Operations; and
- c. Ministry of Environment, excluding the Environmental Assessment Office;

“Reference Guide” means the operational guidance document, which provides support to this Agreement;

“Referral Package” means the package of information relating to an Application referred to under 2.3 of Appendix C;

“S’ólh Téméxw” means “our world; our land” in the Halq’eméylem language of the Stó:lō, and for the purposes of this Agreement means that area within British Columbia claimed by the Stó:lō First Nations as depicted in the Stó:lō protective writ of 2003;

“Stó:lō Rights” means:

- a. asserted aboriginal rights, including aboriginal title; or
- b. determined aboriginal rights including aboriginal title, which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

whether those aboriginal rights are asserted by or determined to be the rights of the Stó:lō or one or more of the Stó:lō First Nations;

“Stó:lō Connect” means the collaborative, social network communication tool for referral management, whereby referrals are distributed, viewed, shared and managed via a secure web portal (www.stoloconnect.com including a database/file management/mapping system) which is owned and managed by the Stó:lō Research and Resource Management Centre, and is used by the PRRO and some Non-Participatory First Nations for the collaborative management of referrals, where referrals are distributed, viewed, shared, and administered;

“Stó:lō First Nations” means Chawathil First Nation, Cheam First Nation, Kwaw-kwaw-Apilt First Nation, Leq’á:mel First Nation, Scowlitz First Nation, Shxw’ow’hamel First Nation, Skawahlook First Nation, Skowkale First Nation, Skwah First Nation, Sumas First Nation, Aitchelitz Band, Shxwhá:y Village, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, or Yakweawioose First Nation, each of which is a “band” within the meaning of the *Indian Act*;

“Stó:lō Strategic Engagement Agreement Pilot” or “SSEAp” means the Strategic Engagement Agreement pilot project between the Province and the Stó:lō First Nations (June 2012 to March 2014), which was a precursor to this Agreement;

“Strategic Engagement Agreement” or “SEA” means this Agreement;

“Strategic Topics” means a land, cultural, or natural resource matter of interest to any of the Parties, other than Proposed Activities, which may be brought forward for discussion at the G2G Forum in accordance with Appendix E;

“Zone A” means that part of the Agreement Area identified as such in the map set out in Appendix A; and

“Zone B” means that part of the Agreement Area identified as such in the map set out in Appendix A.

1.2. Interpretation. For the purposes of this Agreement:

- a. “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b. the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c. a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;

- d. words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires;
- e. in the calculation of time under this Agreement, all references to “days” are to calendar days except that if the time for doing an act falls or expires on a day that is not a Business Day, the time is extended to the next Business Day;
- f. any reference to a corporate entity includes any predecessor or successor to such entity; and
- g. there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3. **Appendices.** The following are the Appendices to and form part of this Agreement:

- Appendix A – Map of Agreement Area
- Appendix B – List of Applicable Provincial Legislation
- Appendix C – Engagement Framework
- Appendix D – Engagement Framework for Major Projects
- Appendix E – Strategic Topics
- Appendix F – Zone B
- Appendix G – Performance Management
- Appendix H – Stó:lō Nation Society Representation
- Appendix I – Band Council Resolutions

2. PURPOSE AND SCOPE

2.1. **Purpose.** The purpose of this Agreement is to increase consultation effectiveness and efficiency, and to lead to greater certainty for land and resource decisions by:

- a. enabling strategic engagement through the G2G Forum and Engagement Framework;
- b. developing and maintaining progressive improvements to a respectful, positive, and mutually beneficial government-to-government relationship between the Parties;
- c. promoting dialogue between the Parties on seeking consensus related to land and resource decisions; and
- d. ensuring that the Parties fulfill their obligations for Engagement on Proposed Activities, and ensuring the Province works toward fulfilling the duty to consult with, and where appropriate accommodate, the Stó:lō First Nations on Proposed Activities.

2.2. **Scope.** The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

3. STRATEGIC STRUCTURES: GOVERNMENT TO GOVERNMENT FORUM AND ENGAGEMENT FRAMEWORK

3.1. **Establishment of Structures.** The Parties will continue the following structures and processes established during the SSEAp, as modified by the provisions of this Agreement:

- a. the G2G Forum under this Article; and
- b. the Engagement Framework under Appendix C.

3.2. **G2G Forum Responsibilities.** The overall responsibilities of the G2G Forum include:

- a. overseeing implementation of this Agreement;
- b. creating and overseeing working groups;
- c. sharing information;
- d. discussing relevant Strategic Topics that are of interest to the Parties;
- e. establishing Working Groups to identify, discuss, and address the Strategic Topics referred to in Appendix E;
- f. providing oversight of initiatives related to this Agreement; and
- g. other matters as agreed to by the Parties.

3.3. **Guiding Principles.** The G2G Forum will be guided by the following principles:

- a. the Parties will support and encourage collaboration and will strive for consensus;
- b. the collaborative stewardship of land, cultural, and natural resources is mutually beneficial to both Parties; and
- b. the Parties value continuous improvement, and will include the assessment of performance and tracking of land and resource decisions as part of implementing this Agreement.

3.4. **G2G Forum Levels.** The G2G Forum is composed of three levels with the following responsibilities:

- a. **The Executive Level.** The Executive Level is composed of the political leadership of the Stó:lō First Nations or their designated representatives, and the Minister of Aboriginal Relations and Reconciliation or the Province's delegated representatives. The responsibilities of the Executive Level include:

- i. making recommendations on strategic policy matters to the Parties;
- ii. high level strategic problem solving;
- iii. encouraging positive government-to-government relationship-building;
- iv. addressing disputes between the Parties in accordance with this Agreement;
- v. reviewing the implementation and operation of this Agreement;
- vi. discussing the sharing of resource-revenues and other benefits, including shared decision-making processes; and
- vii. holding an annual meeting, or meeting on an as-needed basis.

b. **The SEA Working Group.** The SEA Working Group is composed of designated senior representatives appointed by the Parties and is co-chaired by the G2G Forum Co-Chairs. The responsibilities of the SEA Working Group include:

- i. planning, delivering and evaluating this Agreement;
- ii. making recommendations on consultation processes for Major Projects;
- iii. addressing implementation issues and problem solving;
- iv. proposing and approving amendments to this Agreement;
- v. managing the work of the G2G Forum;
- vi. managing the Dispute Resolution and Issues Resolution processes;
- vii. developing and maintaining annual work plans;
- viii. public engagement regarding the work under the Agreement; and
- ix. holding monthly meetings or meeting on an as needed basis as mutually agreed by the Parties.

c. **The Technical Working Group.** The Technical Working Group is co-chaired by operational staff of the Parties, who are appointed by each of the Parties to carry out the following:

- i. addressing operational, technical and administrative elements regarding implementation of this Agreement;
- ii. addressing issues arising from day-to-day operations and implementation of that part of the Engagement Framework set out in Appendix C;
- iii. providing regular monthly and annual reports to the SEA Working Group;
- iv. meeting on a project-specific basis, as mutually agreed; and
- v. establishing Task Teams as may be required.

3.5. **Terms of Reference.** The Parties will develop a terms of reference for the G2G Forum within ninety (90) days of the Effective Date.

4. LINKAGE TO TREATY

4.1. **G2G Forum.** The Parties acknowledge that the G2G Forum may serve as a basis for addressing any commitment that may be included in a treaty with respect to the management of lands, cultural, and natural resources within Zone A and Zone B. For greater certainty, the Parties agree that such acknowledgement and this Agreement are without prejudice to any treaty negotiations in which any of the Parties may be engaged.

5. CONSULTATION AND ENGAGEMENT UNDER AGREEMENT

5.1. **Satisfaction of Consultation and Engagement Obligations.** The Parties acknowledge that the Engagement under this Agreement will:

- a. constitute the process by which the Province will carry out its duty to consult the Stó:lō First Nations with respect to Proposed Activities within Zone A;
- b. constitute the process by which the Stó:lō First Nations will respond to the Province regarding Proposed Activities within Zone A; and
- c. be the means by which the Province will, where appropriate, identify and propose measures to accommodate any adverse impacts on Stó:lō Rights resulting from Proposed Activities within Zone A.

5.2. **Other Agreements.** The Engagement Framework under this Agreement will replace the consultation obligations under the following agreements for Proposed Activities within Zone A and Applications but for greater certainty, the agreements will otherwise continue to apply within Zone B in accordance with their terms:

- a. Chawathil First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Chawathil First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: January 3, 2013 – January 2, 2016 (expired), February 22, 2016 – February 21, 2019;
- b. Cheam First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Cheam First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: February 13, 2012 – February 13, 2015 (expired), December 21, 2015 – December 20, 2018;

- c. Leq'á:mel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Leq'á:mel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014 (expired), July 22, 2014 – July 21, 2017;
- d. Scowlitz First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 10, 2012 – April 10, 2015 (expired), July 13, 2015 – July 12, 2018;
- e. Shxw'ōwhámel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Shxw'ōwhámel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 30, 2012 to October 30, 2015 (expired), February 22, 2016 – February 21, 2019;
- f. Skawahlook First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014 (expired), May 07, 2014 – May 06, 2017;
- g. Sumas First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Sumas First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 11, 2013 – October 11, 2016;
- h. Ts'elxwéyeqw Tribe Forest & Range Consultation and Revenue Sharing Agreement Between: The Ts'elxwéyeqw Tribe and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014 (expired), July 22, 2014 – July 21, 2017;
- i. Kwaw-kwaw-Apilt First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Kwaw-kwaw-Apilt First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: July 13, 2015 – July 12, 2018; and
- j. Skwah First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Skwah First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: July 13, 2015 – July 12, 2018.

6. CONSULTATION WITH NON-PARTICIPATORY PROVINCIAL AGENCIES AND OTHER GOVERNMENTS

- 6.1. **Consultation and Accommodation Processes.** The Parties acknowledge that Non-Participatory Provincial Agencies have consultation and accommodation processes that are not included in this Agreement, and agree that this Agreement does not create, alter or diminish those other consultation or accommodation obligations.
- 6.2. **Notice of Major Project.** With respect to a proposed Major Project that is not a Proposed Activity and that has the potential to have adverse impacts on Stó:lō Rights, a G2G Forum Co-Chair will inform the other Party on becoming aware of a regulatory or consultation process, or both, initiated by Non-Participatory Provincial Agencies.
- 6.3. **Discussion Meeting.** The G2G Forum Co-Chairs will meet to discuss the proposal identified under 6.2 and may agree to invite representatives of the Non-Participatory Provincial Agency to meet with the G2G Forum to introduce the proposal.
- 6.4. **Coordinated Process.** Where a Non-Participatory Provincial Agency chooses to meet with the G2G Forum Co-Chairs under 6.3 and to engage with the Stó:lō First Nations regarding that proposal using the Engagement Framework, the G2G Forum Co-Chairs will work with that Non-Participatory Provincial Agency to co-ordinate a process for engagement.
- 6.5. **Other Processes Continue.** Where a Non-Participatory Provincial Agency chooses not to meet with the G2G Forum under 6.3, the Parties acknowledge that the Non-Participatory Provincial Agency's consultation processes will continue.
- 6.6. **Adding Provincial Agencies.** Upon a written request of a Non-Participatory Provincial Agencies, the Parties may negotiate an amendment to this Agreement to include that other Agency in this Agreement as a Provincial Agency.
- 6.7. **Collaboration with Other Governments.** The Parties may collaborate when engaging with other governments including Canada, Non-Participatory First Nations and local governments.

7. OTHER FIRST NATIONS

- 7.1. **Provincial Consultation.** Where the Province has a duty to consult with other First Nations, the Province will consult with those other First Nations.
- 7.2. **Non-Participatory First Nations.** The Stó:lō First Nations may have discussions with Non-Participatory First Nations to inform discussions at the G2G Forum.
- 7.3. **Regional Processes.** The Parties may participate in advisory processes with Non-Participatory First Nations to address regional issues or specific initiatives.

8. INFORMATION SHARING AND CONFIDENTIALITY

8.1. **Information Sharing.** The Parties will support Engagement and consultation under Articles 5 to 7 by making best efforts to share relevant information and knowledge and will, at the time of disclosure:

- a. assist in the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
- b. will make reasonable efforts to maintain the confidentiality of the information provided by the other Party, including Confidential Information, and prevent its disclosure to the public.

8.2. **Cultural Information and Cultural Knowledge.** The Province acknowledges that the Stó:lō First Nations are custodians of cultural information and cultural knowledge that may be:

- a. confidential and/or sensitive in nature; and/or
- b. owned individually or collectively and must be managed according to the owner's wishes.

8.3. **Disclosure of Cultural Information and Cultural Knowledge.** The Province acknowledges that the disclosure of information, including cultural information and cultural knowledge, that is provided by the Stó:lō First Nations to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- a. be reasonably expected to harm the relations between the Province and the Stó:lō First Nations as aboriginal governments;
- b. result in damage to or interfere with the conservation of:
 - i. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or
 - iii. any other rare or endangered living resources.
- c. be exempted or restricted by the application of provisions of the *Freedom of Information and Protection of Privacy Act* unrelated to the circumstances described in paragraphs (a) or (b).

8.4. **Freedom of Information.** If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from the Stó:lō First Nations, the Province will provide the Stó:lō First Nations with notice of the request for disclosure and will provide the Stó:lō First Nations an opportunity to meet and discuss a decision on the request.

8.5. **Additional Conditions.** The Parties acknowledge that:

- a. 8.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and
- b. the disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

9. IMPLEMENTATION AND MONITORING

9.1. **Implementation Plan.** Within ninety (90) days of the Effective Date, the Parties will conclude an implementation plan for the implementation of this Agreement and any Dispute relating to the development of the implementation plan will be resolved under 10.1.

9.2. **Content of Implementation Plan.** The implementation plan under 9.1 will address or identify the following matters or responsibilities:

- a. the Parties' obligations, including the activities to be undertaken and the timeframe for completion of those activities;
- b. performance management standards and objectives, including who will be responsible for evaluation tasks; and
- c. any other matters agreed to by the Parties.

9.3. **Periodic Review of Implementation Plan.** The Parties will review the implementation plan under 9.2 every six (6) months to ensure that it is effective and, where agreed, may amend it.

9.4. **Performance Measures.** The Parties agree to continue to use the performance measures developed during the SSEAp and set out in Appendix G to monitor the fulfillment of the purposes and intended outcomes of this Agreement.

- 9.5. **Periodic Review of the SEA.** The Parties will undertake a review of this Agreement prior to initiating discussions to amend or renew the Agreement or by mutual agreement and may make recommendations to the G2G Forum respecting its amendment.
- 9.6. **Independent Evaluation.** As part of the review under 9.5, the Parties may agree to have an independent evaluation of this Agreement, and the costs of which will be shared jointly between the Stó:lō First Nations and the Province.
- 9.7. **Continuous Improvement.** The G2G Forum will consider the results of any review under 9.5 or an evaluation under 9.6 and may recommend the SEA be amended in accordance with 18.6.
- 9.8. **Emerging Issues.** Any Party may raise emerging issues regarding this Agreement, including the Engagement Framework, to the G2G Forum for discussion.

10. DISPUTE RESOLUTION

- 10.1. **Dispute Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved, ongoing and respectful government to government relationship as follows:
- a. where a Dispute arises regarding the implementation of the Engagement Framework the Parties will follow the Issues Resolution Process set out in the Engagement Framework;
 - b. where a Dispute, other than a Dispute described in (a) arises, the Parties' duly appointed representatives will meet within thirty (30) days to attempt to resolve the Dispute; and
 - c. where the Parties are unable to resolve a Dispute under (b) within sixty (60) days the Parties may agree to utilize other dispute resolution mechanisms, including mediation.
- 10.2. **Costs.** The Parties will each bear their own costs associated with the dispute resolution process outlined under 10.1 (a) and (b) and agree that the Parties will equally bear joint costs arising from 10.1 (c).

11. FUNDING

- 11.1. **Funding.** In order to effectively implement this Agreement, the Province will supplement the Stó:lō First Nations resources by providing the Stó:lō First Nations with \$4,100,000 as follows:
- a. \$700,000 dollars within sixty (60) days of the Effective Date or sixty (60) days of the date on which this Agreement is fully executed by the Parties, whichever is later;
 - b. \$700,000 dollars within thirty (30) days of the first and second anniversaries of the Effective Date;
 - c. \$200,000 dollars within sixty (60) days of the date the Stó:lō First Nations Strategic Engagement Agreement Amending Agreement 2016 (**Spring 2016**) comes into effect; and
 - d. \$900,000 dollars within thirty (30) days of the third and fourth anniversaries of the Effective Date.
- 11.2. **Distribution of Funding.** The Stó:lō First Nations appoint the Stó:lō Nation Society to receive funds under 11.1 on behalf of the Stó:lō First Nations and direct the Stó:lō Nation Society to distribute those funds to the People of the River Referral Office for the implementation of this Agreement including the processing of Referral Packages under this Agreement.
- 11.3. **Use of Funding.** The People of the River Referral Office will use the funds provided by the Province under 11.1 to act on behalf of the Stó:lō First Nations to the extent directed by each and in accordance with this Agreement, including:
- a. business arrangements between the Stó:lō Nation Society and PRRO with the Stó:lō First Nations in furtherance of the implementation of this Agreement;
 - b. the G2G Forum, and any Working Groups;
 - c. the Engagement Framework;
 - d. the implementation plan;
 - e. engagement on Strategic Topics under Appendix E;
 - f. referral management;
 - g. legal and other expert advice;
 - h. collaboration on resource management and economic development; and
 - i. other structures, processes or agreements contemplated or agreed to by the Parties.

- 11.4. **Funding under Other Agreements.** The Province may consider revenue received by the Stó:lō First Nations under other revenue-sharing agreements in determining the funding under this Agreement where it is extended under 16.3.
- 11.5. **Additional Funding.** The Parties agree that this Agreement is of mutual benefit and cost of implementation should be jointly funded. Nothing in this Agreement precludes the Stó:lō First Nations from:
- a. accessing funding that may be available through Non-Participatory Provincial Agencies, a non-governmental body, or another level of government;
 - b. working with the Province to identify additional funding to support the priorities of the G2G Forum and implementation of joint priorities; or
 - c. negotiating revenue-sharing agreements with proponents.

12. REPORTING ON FUNDING

- 12.1. **Reporting on Funding.** To be eligible for payments under 11.1. (Error! Reference source not found.), the Stó:lō First Nations will, thirty (30) days prior to each anniversary of this Agreement, prepare a report containing the information set out in Appendix G and provide a copy of the report to the Province.
- 12.2. **Posting of Reports.** The Stó:lō First Nations will post a copy of the report on a website accessible to the Stó:lō First Nations, and the Parties will ensure the reports are posted on a public internet site accessible to the public and Non-Participatory First Nations.

13. CONDITIONS PRECEDENT TO FUNDING

- 13.1. **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by the Province to the Stó:lō Nation Society on behalf of the Stó:lō First Nations under this Agreement is subject to:
- a. there being sufficient monies available in appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required to make such payment;
 - b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary to make such payment;
 - c. a band council resolution not having been varied, amended, repealed or replaced in a manner that alters or terminates a Stó:lō First Nation's authority to comply and be bound by with the terms of this Agreement; and
 - d. the Stó:lō Nation Society maintaining good standing and status as a duly incorporated society under the *Society Act* and fulfilling the commitments warranted and represented by it as set out in Appendix H.

14. CONDITIONS PRECEDENT TO AGREEMENT

- 14.1. **Band Council Resolution.** Prior to the execution of this Agreement, the Stó:lō First Nations will deliver to the Province a true or certified copy of the band council resolution approving this Agreement, authorizing its representative to sign this Agreement and, authorizing the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Stó:lō First Nations for the purposes of this Agreement.
- 14.2. **Conditions Precedent.** The Province's execution of this Agreement is subject to:
- a. the Province having obtained all required approvals, including Cabinet and Treasury Board approval; and
 - b. the Stó:lō First Nations' representations and warranties under this Agreement being true and correct as of the date of execution by the Province.

15. REPRESENTATIONS AND WARRANTIES

- 15.1. **The Stó:lō First Nations Representations.** Each Stó:lō First Nation represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
- a. it is a "band" within the meaning of the *Indian Act* and has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of its Members;
 - b. it has taken all the necessary actions and has obtained all necessary approvals to enter this Agreement for and on behalf of its members;
 - c. the People of the River Referrals Office is an administrative office associated with the Stó:lō Nation Society authorized to act on behalf of the Stó:lō First Nations and on behalf of its Members as provided for in this Agreement;
 - d. any representation to the Province by the People of the River Referrals Office that it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity is binding upon it and its Members to the same extent as if the Stó:lō First Nation had made the representation itself;
 - e. this Agreement has been legally and properly executed by or on its behalf and is legally binding and enforceable in accordance with its terms; and
 - f. attached to this Agreement as part of Appendix I is a true copy of a band council resolution of the First Nation approving the terms of this Agreement, authorizing the performance of the undertakings and obligations pursuant to this Agreement, and authorizing a representative to execute and enter into this Agreement and that the aforementioned band council resolution is duly passed in accordance with the requirements of the *Indian Act* and that such resolution has not been varied, amended, repealed or replaced.

15.2. **Provincial Representations.** The Province represents and warrants to the Stó:lō First Nations, with the intent and understanding that they will be relied on by the Stó:lō First Nations in entering into this Agreement, that it has the authority to enter into this Agreement, and that this Agreement is a valid and binding obligation of the Province.

16. TERM, TERMINATION AND WITHDRAWAL

16.1. **Term.** The term of this Agreement will be five (5) years commencing on the Effective Date, unless it is extended under 16.3 or terminated under 16.5.

16.2. **Date of Execution.** Notwithstanding the date that this Agreement may be fully executed by the Parties, the Parties agree that this Agreement is deemed to be in full force and effect on the Effective Date.

16.3. **Extension of Term.** At least eight (8) months prior to the third anniversary of the Effective Date the Parties will evaluate the effectiveness of this Agreement and will, at least six (6) months prior to its end, decide whether to extend the term.

16.4. **Terms of the Extension.** Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation of the Agreement extension.

16.5. **Termination.** Notwithstanding 16.1, this Agreement may be terminated in writing:

- a. by either Party on ninety (90) days notice or on a date mutually agreed on by the Parties; and
- b. by the Province on thirty (30) days notice if any representation or warranty made by a Stó:lō First Nation under 15.1 or by the Stó:lō Nation Society under Appendix H is untrue or incorrect and such representation or warranty is not made true or corrected within the notice period.

16.6. **Withdrawal.** A Provincial Agency may withdraw its participation in this Agreement by providing forty-five (45) days written notice to the other Parties and, on such notice, the Parties will:

- a. determine if any changes or amendments are required; and
- b. amend this Agreement if required under (a) in accordance with 18.6.

16.7. **Resolution of Termination or Withdrawal.** In recognition of the enduring value of a government to government relationship between the Parties, the Parties will:

- a. on notice of termination or withdrawal, provide the other Parties with the reasons for termination or withdrawal; and
- b. within the period prior to the termination of or withdrawal from this Agreement taking effect, pursue the opportunities presented by this Agreement, including Dispute Resolution under 10.1 to resolve the basis for termination or withdrawal.

16.8. Effect of Termination. Where this Agreement is terminated under 16.5:

- a. a Stó:lō First Nation or the Stó:lō Nation Society, as the case may be will, where it has received funding under this Agreement, remit to the Province any unspent funds or the pro-rated amount of funding provided for the remainder of the agreement year, whichever is greater, within thirty (30) days of termination of this Agreement;
- b. 8.1 of this Agreement survives the termination of this Agreement; and
- c. the G2G Forum Co-Chairs will inform the Provincial Agencies that the Agreement has been terminated and that it cannot be relied upon to fulfill the obligation of the Province to consult the Stó:lō First Nations.

17. NOTICE AND DELIVERY

17.1. **Notices.** Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Regional Manager
Ministry of Aboriginal Relations and Reconciliation
Suite 200 - 10470 152nd Street
Surrey BC V3R 0Y3
Fax: (604) 582.5281 Email: Yvette.Lizee@gov.bc.ca

if to the Stó:lō First Nations, other than under Appendix C of the Engagement Framework:

General Manager
c/o People of the River Referrals Office
Building 10 - 7201 Vedder Road
Chilliwack, BC V2R 4G5
Fax: 604-824-0278 Email: dave.schaepe@stolonation.bc.ca

and if to the Stó:lō First Nations or the PRRO under Appendix C of the Engagement Framework:

Email: referrals@peopleoftheriver.com

17.2. **Change of Address.** A Party may, from time to time, give written or e-mail notice to the other Parties of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

17.3. **Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of Engagement whenever practicable and appropriate.

18. GENERAL

18.1. **Not a Treaty.** This Agreement does not:

- a. constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b. affirm, recognize, abrogate or derogate from any Stó:lō Rights.

18.2. **Acknowledgement.** The Parties acknowledge and enter into this Agreement on the basis that the Stó:lō First Nations assert Aboriginal rights, including Aboriginal title, within the Agreement Area but that the specific nature, scope or geographic extent of those Stó:lō Rights have yet to be determined. The Parties intend that broader processes may be engaged in to bring about reconciliation and may lead to a common understanding of the nature, scope and geographic extent of Stó:lō Rights.

18.3. **No Admissions.** Nothing in this Agreement will be construed as:

- a. an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Stó:lō Rights;
- b. an acknowledgement of any obligation to provide any financial, economic, or other compensation, including those in this Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- c. as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

18.4. **No fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion of any decision-making authority.

18.5. **Entire Agreement.** This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

18.6. **Amendment.** This Agreement may be amended by agreement of the Parties in writing as follows:

- a. any amendment to this Agreement by the Minister of Aboriginal Relations and Reconciliation on behalf of the Province, and by an authorized signatory on behalf of the Stó:lō First Nations; or
- b. any amendment to Appendix C, Appendix D, Appendix E, Appendix F, or Appendix G by agreement of the G2G Forum Co-Chairs.

18.7. **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

18.8. **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

18.9. **No Implied Waiver.** Any waiver of:

- a. a provision of this Agreement;
- b. the performance by a Party of an obligation under this Agreement; or
- c. a default by a Party of an obligation under this Agreement, will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

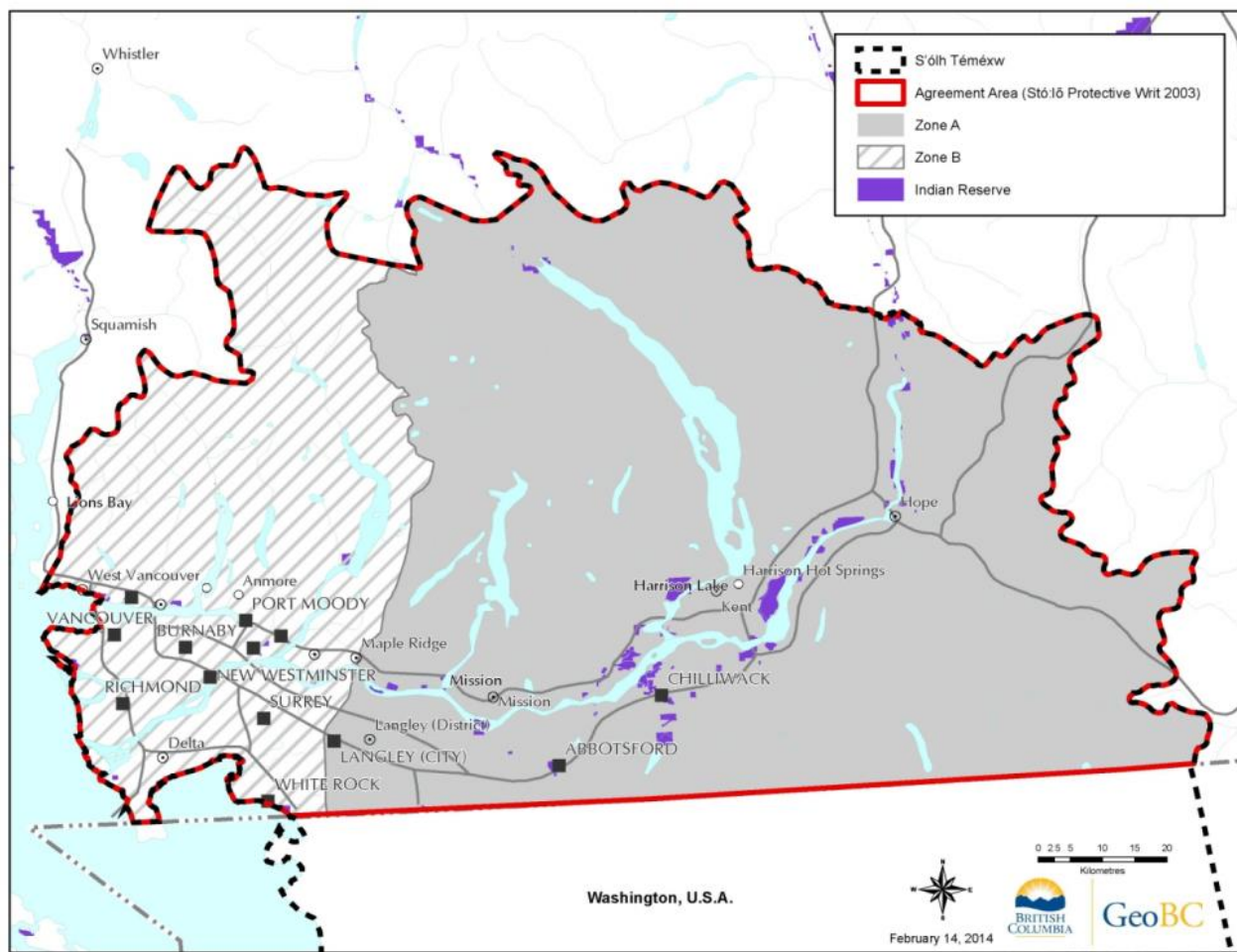
18.10. **Assignment.** The Stó:lō First Nations will not assign, either directly or indirectly, this Agreement or any right of the Stó:lō First Nations under this Agreement without the prior written consent of the Province.

18.11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

18.12. **Emergencies** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

18.13. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

Appendix A Map of Agreement Area



For the purposes of this Agreement, the Agreement Area shown is the area in which Stó:lō Rights are asserted in the Stó:lō Protective Writ filed in 2003.

The scope of this Agreement is set out under 2.2 and set out here again for ease of reference:

2.2 Scope. The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within both Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

Notwithstanding 2.2 (b), Provincial Agencies and the Stó:lō First Nations may jointly agree to apply some provisions of the Engagement Framework in Zone B.

Appendix B List of Applicable Provincial Legislation

Proposed Activities under the following statutes are subject to consultation under the Engagement Framework:

Dike Maintenance Act

Environmental Management Act

Forest Act

Forest and Range Practices Act

Heritage Conservation Act

Integrated Pest Management Act

Land Act

Ministry of Lands, Parks and Housing Act

Mines Act

Park Act

Protected Areas of British Columbia Act

Water Act

Water Sustainability Act

Wildlife Act

Appendix C Engagement Framework - General

1. GENERAL PROVISIONS

- 1.1. **Consultation and Accommodation.** The Parties agree that they will follow the processes set out in Appendix C and Appendix D to meet their respective obligations under 5.1 of this Agreement.
- 1.2. **Overview of Contents.** Appendix C includes:
- a. the Engagement Matrix and Engagement Level setting process;
 - b. the process through which the Parties will engage at Engagement Levels 0, 1, 2, 3, 4 and Specialized Engagement Steps; and
 - c. a role for Applicants in the implementation of this Engagement Framework.
- 1.3. **Reference Guide.** The Parties agree that the Reference Guide will provide operational guidance for implementation of Appendix C.
- 1.4. **Bundling Applications.** The Parties agree that with prior discussion with and agreement of the Working Group, Applications that relate to a single project may be bundled into a single Referral Package, referred to as Bundling.
- 1.5. **Batching.** The Parties agree that with prior discussion with and agreement of the Working Group, referrals that relate to replacements of existing tenures, may be batched into a single Referral Package in advance of an Application in relation to any single tenure.
- 1.6. **Environmental Assessment Act.** The Parties agree that:
- a. this Agreement, including the Engagement set out in Appendix C, does not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*;
 - b. applicable statutes, regulations and the common law, including the Crown's duty to consult and seek to accommodate, continue to apply to all environmental assessments referred to in 1.6 (a);
 - c. this Agreement and Appendix C do not affect or prejudice any Party's position or views on the environmental assessment processes or the Crown's duties in respect of environmental assessments referred to in 1.6 (a);
 - d. where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement set out in Appendix C will apply to Applications with respect to that project; and
 - e. Appendix D of this Agreement applies where a project is a Major Project.

1.7. **Definition of “Relevant Stó:lō First Nation”.** For the purposes of Appendix C, “Relevant Stó:lō First Nation” means a Stó:lō First Nation(s) needing to be contacted directly by a Provincial Agency or Delegate for engagement regarding an Application.

1.8. The Parties agree that:

- a. the PRRO will act on behalf of the Stó:lō First Nations with respect to 2.2, 2.4 through 2.7, Article 3, 4.2 (a), 4.3, 4.4 (a-c), 4.5 (a-c), 4.6 (a-c), 4.7 (b-c) of Appendix C;
- b. pursuant to 15.1 of the Agreement the PRRO will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by a Proposed Activity;
- c. the Stó:lō First Nations will advise the PRRO whether it is otherwise authorized to act on their behalf in respect of a Proposed Activity;
- d. the PRRO will advise a Provincial Agency whether, in addition to (a), it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity or whether the Provincial Agency will be required to contact a Stó:lō First Nation directly in respect of that Proposed Activity; and
- e. a Provincial Agency is entitled to rely on the PRRO’s advice under (b) and (d) when it engages with the PRRO or a Stó:lō First Nation, as the case may be, in respect of a Proposed Activity.

2. INITIAL REVIEW AND ASSESSMENT

2.1. **Referral Package Submission.** Except as provided for in 2.2, where a Provincial Agency or Delegate initiates engagement, the Provincial Agency or Delegate will:

- a. review the Application;
- b. propose an Engagement Level identified within Table 1 of Appendix C;
- c. prepare a Referral Package; and
- d. submit the Referral Package to the PRRO as soon as practicable.

2.2. **Engagement Level 0 (Information Upon Request).** For all Applications identified by a Provincial Agency or Delegate as activities and decision types to which Engagement Level 0 (Information Upon Request) applies:

- a. no further engagement is required before the Provincial Agency may make a decision on the Application; and
- b. if the PRRO requests information related to a decision(s) regarding an Application identified as Engagement Level 0 (Information Upon Request), the Provincial Agency will provide the notice of the decision(s) and summary information regarding the location and nature of the activity(ies) or authorization(s).

2.3. **Required Information.** Referral Packages provided to the PRRO by a Provincial Agency or Delegate will include the following information:

- a. Provincial Agency contact name, phone number, email and mailing address;
- b. project name (short and descriptive);
- c. issuing agency file number;
- d. area (hectares preferably), if available;
- e. location description;
- f. applicable legislation;
- g. project description including related development, if any;
- h. Applicant contact name, phone number, and email address;
- i. supporting information and material submitted by the Applicant;
- j. GIS compatible digital file, (Shapefile, KMZ, or comparable GIS digital format) of the proposed activity area or, if it is not possible to provide a GIS digital format file, a NAD 83 Zone 10 UTM coordinate, or latitude/longitude coordinates at minimum;
- k. map(s) at a scale sufficient to indicate the location and details (if applicable) of the activity; and
- l. the Provincial Agency's or Delegate's assessment of the appropriate Engagement Level.

2.4. **Incomplete Referral Packages.** If the Referral Package sent to the PRRO is incomplete and the PRRO notifies the Provincial Agency or Delegate of the omission within 5 Business Days of receiving the Referral Package, the timelines set out under 2.5 of Appendix C will not commence until the missing information is received by the PRRO.

2.5. **PRRO Rapid Appraisal.** Within 8 Business Days after the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:

- a. review the Referral Package including the Provincial Agency's or Delegate's assessment of the proposed Engagement Level;
- b. review the Referral Package and, with reference to the criteria set out under 2.6 of Appendix C, either confirm the Engagement Level is appropriate or, propose a different Engagement Level;
- c. include a rationale for any proposed Engagement Level change under 2.6;
- d. inform the Provincial Agency or Delegate of the confirmed or proposed Engagement Level; and
- e. identify to the Provincial Agency or Delegate the dates by which the preliminary response is due under 3.2 and the final response is due under 4.4, 4.5, or 4.6 as the case may be.

2.6. Criteria for Changes to Engagement Level. The PRRO may suggest revising the Engagement Level proposed by Provincial Agencies or Delegates to a different Engagement Level based on a consideration of any of the following criteria:

- a. the permanence of the decision(s) related to the Application;
- b. the permanence of potential impacts on the land, air, water or related natural resources;
- c. the degree of potential impacts on, land, air, water, natural resources, fish or wildlife and their habitat;
- d. the geographic extent of potential impact on the land or natural resources;
- e. the potential for interfering with a known sensitive area or place with special significance or cultural values to the Stó:lō First Nations;
- f. the potential for interfering with the Stó:lō First Nations exercising Stó:lō Rights;
- g. the degree to which the Stó:lō First Nations will continue to have the ability to exercise Stó:lō Rights in their preferred manner;
- h. the extent of existing development in the area; or
- i. whether the Stó:lō First Nations have indicated support for the Application, or have otherwise indicated to the PRRO that they have no further concerns with the Application.

2.7. Disagreement Regarding Change of Engagement Level. If there is a disagreement between the Provincial Agency or Delegate and PRRO regarding the Engagement Level, the Parties will:

- a. complete an exchange of written reasons for their views on the proposed change to the Engagement Level within 2 Business Days after the PRRO has informed the Province of the revised Engagement Level under 2.5 (d) and the Parties will try to reach a consensus on the Engagement Level; and
- b. if the disagreement is not resolved within 3 Business Days of the exchange of views under 2.7 (a), then the Parties will use the Issues Resolution Process outlined under Article 6 of Appendix C.

3. PRELIMINARY RESPONSE

3.1. PRRO Preliminary Response. Following determination of the Engagement Level, the PRRO will:

- a. provide a copy of the Referral Package to the Stó:lō First Nation(s) who may be affected by the Application;
- b. work with the Stó:lō First Nation(s) who may be affected by the Application in developing a preliminary response to the Provincial Agency or Delegate; and
- c. forward the preliminary response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s) who may be affected by the Application.

3.2. Time for Preliminary Response. The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 23 Business Days of receiving a complete Referral Package.

3.3. Request for an Alternate Response Time. The PRRO, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in 3.2 of Appendix C and the PRRO, Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

3.4. Contents of a Preliminary Response. A preliminary response:

- a. will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by the Proposed Activity;
- b. will identify preliminary Stó:lō First Nations' concerns related to the Application, including the preliminary identification of potential adverse impacts on Stó:lō Rights, if any are known at that time;
- c. will notify the Provincial Agency or Delegate if Stó:lō First Nation(s) will be submitting a final response independently;
- d. will advise the Provincial Agency or Delegate which Relevant Stó:lō First Nation(s) to contact directly for further engagement regarding the Application;
- e. will advise the Provincial Agency or Delegate if and how the PRRO will continue to be involved, and on behalf of which Stó:lō First Nation(s), in subsequent engagement on the Application;
- f. will advise the Provincial Agency or Delegate of information gaps and additional information, studies or technical work that the PRRO and/or Stó:lō First Nation(s) consider necessary to be completed to fully inform the final response; and
- g. for Applications at Engagement Level 1, will advise the Provincial Agency or Delegate which if any Stó:lō First Nation(s) intend to provide a final response.

3.5. Information to Applicant. Following receipt of the preliminary response the Provincial Agency may inform the Applicant of:

- a. the final Engagement Level and associated timelines; and
- b. the Stó:lō First Nation(s) the Provincial Agency will be engaging regarding the Application, as confirmed by the PRRO under 3.4 (c) and (d) of Appendix C.

3.6. No Preliminary Response Provided. Where the PRRO has not provided a preliminary response within the timeframes noted in sections 3.2 or 3.3, the Provincial Agency or Delegate will contact the PRRO directly and proceed with the process steps and timeframes outlined in Article 4 of Appendix C.

4. ENGAGEMENT LEVEL STEPS

- 4.1. **General.** Following the receipt of a preliminary response, or expiry of the period for a preliminary response under 3.2 or 3.3, the Provincial Agency or Delegate will contact the Stó:lō First Nation(s) identified in 3.4 (d) of Appendix C, to undertake the process steps set out in this Article 4, in accordance with the final Engagement Level for the Application.
- 4.2. **Final Response.** Following the completion of the preliminary response by the PRRO and in accordance with the steps set out in 4.4 to 4.7 as applicable:
- a. the PRRO will work with the Stó:lō First Nation(s) who choose not to submit a final response independently, to develop a final response to an Application; and once developed will sign and provide that final response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s);
 - b. Relevant Stó:lō First Nations who choose to submit a final response to an Application on their own behalf will sign and provide that final response directly to the Provincial Agency or Delegate.
- 4.3. **Contents of a Final Response.** A final response will provide a statement of support for an Application, with or without conditions, or an objection to an Application setting out the reasons for it for the purpose of informing a Provincial decision.
- 4.4. **Engagement Level 1 (Limited).** When a final Engagement Level for an Application has been established as Engagement Level 1, the Provincial Agency or Delegate, and the PRRO and/or the Relevant Stó:lō First Nations undertake the following:
- a. if under 3.4 of Appendix C the PRRO has advised that none of the Stó:lō First Nation(s) identified under 3.4 (a) intend to provide a final response regarding the Application, the Provincial Agency may proceed to make the decision; or
 - b. if under 3.4 (g) of Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, that final response will be provided within 5 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; or
 - c. if under 3.4 (g) of this Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, but no final response was received within the 5 Business Days referred to in (b) above, the Provincial Agency may proceed to make the decision;
 - d. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application; and
 - e. the PRRO will notify the Stó:lō First Nation(s), and any Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.

- f. Notwithstanding 4.4 a through e, where a Proposed Activity is an Application under *Land Act* referred to in Article 9 (*Land Act* Tenure Replacements) of Appendix C, the Parties will follow the engagement process set out in Table 5.

4.5. Engagement Level 2 (Standard). When the final Engagement Level for an Application has been established as Engagement Level 2, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;
- b. the Relevant Stó:lō First Nation(s), and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 10 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 10 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision on the Application is made;
- e. if a final response has not been received within the 10 Business Days referred to in (b) or within an agreed-upon revised timeframe under (d), a decision on the Application may be made without further notice after a further 5 Business Days have passed;
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application; and
- g. the PRRO will notify the Stó:lō First Nation(s), and Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.

4.6. Engagement Level 3 (Extensive). When the final Engagement Level for an Application has been established as Engagement Level 3, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation(s) identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;

- b. the Relevant Stó:lō First Nation(s) and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 20 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 20 Business Days the Relevant Stó:lō First Nation(s) and/or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision is made;
- e. if a final response has not been received within the above noted 20 Business Days, or within an agreed-upon revised timeframe under (d) a decision on the Application may be made without further notice after a further 10 Business Days have passed;
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of any decision made; and
- g. the PRRO will notify the Stó:lō First Nation(s), and Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.

4.7. **Engagement Level 4 (Special Projects).** When a final Engagement Level for an Application has been established as Engagement Level 4, the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s) will undertake the following:

- a. the Provincial Agency or Delegate will propose to the Relevant Stó:lō First Nation(s) and the PRRO an engagement process for that Proposed Activity; and
- b. the relevant Parties will undertake the process proposed under paragraph (a) or seek to develop an agreed-upon process of engagement for that Proposed Activity within 20 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; and
- c. if requested by the relevant Parties, discussions may be undertaken through the G2G Forum Working Group of this Agreement to reach agreement on a process of engagement, and the Working Group may provide coordination for the agreed upon process.

4.8 **Specialized Engagement Steps.** Where a Proposed Activity is an Application under the *Forest Act*, *Mines Act* or *Heritage Conservation Act* that is referred to in Article 8 of Appendix C, the Parties will follow the engagement process for that Application set out in the applicable Table.

5. ROLE OF APPLICANTS

- 5.1. **Letter of Support.** If, as a result of work undertaken by the Applicant under Appendix C or otherwise, all Stó:lō First Nations identified by the PRRO under Section 3.4 (a) provide the Provincial Agency a letter that confirms support of, or no further concerns with, an Application, describes the Application that was reviewed, and is signed by a duly authorized representative of that Stó:lō First Nation then, notwithstanding any other provision in Appendix C, Engagement Level 1 will apply with respect to that Application.
- 5.2. **No Release of Obligations.** Actions undertaken by an Applicant under Appendix C may assist the Province with the procedural aspects of its consultation obligations in relation to the Stó:lō First Nations, but do not release the Province from its consultation obligations and any other obligations set out in the Agreement.

6. ISSUES RESOLUTION PROCESS

- 6.1. **Engagement Level Options.** The Parties will attempt to resolve issues with respect to proposed changes to Engagement Levels using the process outlined under 2.7 of Appendix C.
- 6.2. **Issue Resolution Trigger.** Either Party may initiate the Issues Resolution Process where the representatives are unable to reach agreement on the setting of an Engagement Level.
- 6.3. **Notice to Engagement Coordinators.** A representative initiates the Issue Resolution Process by notifying the Engagement Coordinators of the impasse.
- 6.4. **Written Description.** Within five (5) Business Days of providing notice under 6.3, the representative must provide a written description of the substantive issue that is unresolved, and any proposed specific actions that could be taken to address the issue to the Engagement Coordinators.
- 6.5. **Issue Resolution Meeting.** Within ten (10) Business Days of the receipt of the written descriptions, the Engagement Coordinators will convene an issue resolution meeting to discuss the written descriptions and attempt to resolve the issue(s) by attempting to reach agreement on the recommendations.
- 6.6. **Notice to G2G Forum Co-Chairs.** Where if an issue remains unresolved after the issue resolution meeting under 6.5, the Engagement Coordinators will provide notice of the issue to the G2G Forum Co-Chairs.
- 6.7. **G2G Forum Co-Chairs.** After receiving notice under 6.6, the G2G Forum Co-Chairs will:
- a. make reasonable and expedient efforts to resolve the issue, and may by mutual agreement, arrange for further discussion at the G2G Forum; and
 - b. at the discretion of the G2G Forum Co-Chairs, may consult as appropriate with responsible officials or other senior representatives.

6.8. **Unresolved Issues.** Where an issue remains unresolved after the G2G Co-Chairs' efforts at resolution, each Party will notify the other in writing of the outstanding points of disagreement for information purposes.

6.9. **Notice to Decision Makers.** Following the notifications exchanged in 6.8, the representatives will provide information about the issue to its respective decision makers, including a description of the respective outstanding points of disagreement as well as any agreed upon recommendations.

Written Summary. Prior to making a decision pursuant to 6.9, the Provincial Agency making the decision will provide the Stó:lō First Nations with a written summary of the proposed decision and how recommendations and potential impacts to Stó:lō Rights have been considered.

7. ENGAGEMENT MATRIX

7.1. **Table Description.** Table 1 provides a range of Engagement Levels based on program themes and types of decisions under the legislation included Appendix B of this Agreement.

7.2 **Table Use.** The Engagement Levels identified in Table 1 will be used by the Parties, in accordance with Article 2 of Appendix C to determine Engagement Level for an Application.

Table 1

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Ecosystems		Forest and Range Practices Act (FRPA) related statutory decisions <ul style="list-style-type: none"> General wildlife measures (GWM). 	Forest and Range Practices Act (FRPA) <ul style="list-style-type: none"> Government Action Regulations (GAR) – exemptions. 	Forest and Range Practices Act <ul style="list-style-type: none"> Government Action Regulations (GAR) - designation and amendments. 		
Forests and Range (Timber Supply)			Timber Supply Area (TSA) <ul style="list-style-type: none"> Allowable annual Cut (AAC) (Section 18 of the Forest Act) transfer, TSA AAC postponement. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> AAC uplift disposition AAC TSR re-apportionment. AAC TSA license consolidation or subdivision. AAC for Area Based Tenures: <ul style="list-style-type: none"> Tree Farm Licence (TFL), Community Forest Agreement (CFA), First Nation Woodland Licence (FNWL), Woodlot Licence (WL) AAC Determination process. 	Allowable Annual Cut (AAC) for Timber Supply Area (TSA): <ul style="list-style-type: none"> Determination, Data Package review, Timber Supply Analysis. 	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Forests and Range (Licenses)	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer. <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Transfer. <p>Woodlot Licence (WL) / Timber Licence (TL) / Licence to Cut (LTC)</p> <ul style="list-style-type: none"> ▪ Licence transfer. 		<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ TFL consolidation, and subdivision, private land removal, amendment. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Boundary/area amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Extension, FL consolidation, and subdivision, amendment. <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Private land removal, boundary/area amendment. 	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major, replacement. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement (FL only), major amendment. <p>Woodlot Licence (WL), FN Woodland Licence (FNWL),</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Salvage, Community Salvage Licence (CSL), Licence to Cut (LTC)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Timber Licence (TL)</p> <ul style="list-style-type: none"> ▪ Extension. 		
Forests and Range (Administrative and Operational Plans)	<p>Silviculture Prescription amendment</p> <ul style="list-style-type: none"> ▪ Submissions under the Forest Practices Code (FPC) (e.g. stocking standard amendment). <p>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP)</p> <ul style="list-style-type: none"> ▪ Amendments not 	<p>Conservancy minor amendment</p> <ul style="list-style-type: none"> ▪ Old Growth Management Area (OGMA), Visual Quality Objective (VQO), Scenic area, Resource Feature. <p>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP)</p>	<p>Tree Farm Licence (TFL), Community Forest Agreement (CFA), Woodlot Licence (WL) First Nations Woodlands Licence (FNWL) Management Plans</p> <ul style="list-style-type: none"> ▪ Amendment. 	<p>Government Actions Regulation (GAR) Orders and Land Act decisions</p> <ul style="list-style-type: none"> ▪ Establishing resource conservancies or major amendment (e.g. Old Growth Management Areas (OGMA), Visual Quality Objectives (VQO), Scenic areas, 		

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<p>requiring approval.</p> <p>Conservancy minor amendment:</p> <ul style="list-style-type: none"> OGMA alteration¹. 	<ul style="list-style-type: none"> Minor amendments requiring approval or plan extensions. 		<p>Resource features, etc).</p> <p>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP)</p> <ul style="list-style-type: none"> New or major amendment. 		
Forests and Range (Cutting Authority)	<p>Road Use Permit (RUP)</p> <ul style="list-style-type: none"> Issuance, or amendment. <p>Free Use Permit (FUP)</p> <ul style="list-style-type: none"> New or amendment (e.g. Cultural Use, firewood, other). <p>Christmas Tree Permit (CTP)</p> <ul style="list-style-type: none"> Permit to grow and harvest Christmas trees. <p>Approval to Scale special Forest Products (within existing and active cutting permit).</p>	<p>Forest Service Road (FSR)</p> <ul style="list-style-type: none"> New construction, including re-alignments. <p>Works Permit/ General Works (government contract)</p> <ul style="list-style-type: none"> Issuance, or amendment, Road maintenance, Road deactivation. <p>Free Use Permit (FUP),</p> <ul style="list-style-type: none"> Designation of firewood cutting area for the public. <p>Misc. Forest Tenure - Forest Act (s.52) Cutting or Occupancy by government or agent (e.g. helipad construction not within cutblock or road).</p> <p>Small scale salvage (SSS)/ Forest License to Cut (FLTC)</p> <ul style="list-style-type: none"> Issuance, major amendment. 	<p>Occupant License to Cut (OLTC)</p> <ul style="list-style-type: none"> Issuance. 			<p>Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP)</p> <ul style="list-style-type: none"> Development/ issuance or major amendment.

¹ **OGMA alteration:** Refers to minor alterations allowed within OGMA Legal Objectives in established Landscape Unit Orders.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Forests and Range (Occupancy License)	Special Use Permit (SUP) ▪ Assignment.	Special Use Permit (SUP) ▪ New, ▪ Amendment, ▪ Replacement.				
Forests and Range (Transfer or Assignments)	Transfer or Assignment of Forest Tenure					
Forests and Range (Silviculture Activities)	Activities: ▪ Planting, ▪ Manual Brushing, ▪ Juvenile spacing / pruning.	Activities: ▪ Fertilization.				
Forests and Range (Recreation)		Recreation ▪ Dis-establish recreation site or trail. ▪ Protection of recreation resource on Crown land.	Recreation ▪ Establish or construction of new site, trail, or interpretive forest site and objectives.			
Forests and Range (Range)		Grazing/Hay Cutting Permits ▪ Issuance, amendment. Grazing or Hay Cutting Licence/Permit ▪ Boundary change or amendment, transfer, relinquished tenure.	Grazing/Hay Cutting Licence ▪ Issuance, replacement, major amendments, boundary changes Range Use Plan or Range Stewardship Plan ▪ Amendment, extension.	Range Use Plan or Range Stewardship Plan ▪ Issuance		
Heritage Conservation Act						Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including: issuance of s. 12 permits, issuance of s.14 permits.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Land Tenures	<ul style="list-style-type: none"> ▪ Assignments of tenures, ▪ Notation of Interest (NI) files. 	<p>Activities with minor or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Administrative applications including premature renewals, tenure replacements minor amendments to existing tenures (term change; purpose change), ▪ Community or institutional uses: Nominal Rent tenures, ▪ Communication sites and associated buildings with less than 1 ha site footprint and no new road access, ▪ Navigation aids, including beacons, ▪ Work permits for maintenance of existing infrastructure or with no incremental disturbance footprint, ▪ Transfers of administration between Provincial Agencies and Provincial 	<p>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Gravel pits or quarries with annual production <100,000 tonnes, ▪ Communication sites and associated buildings with more than 1 ha site footprint and / or new road access, ▪ New roads less than 2 km in length, ▪ New utility rights-of-way less than 2 km in length, ▪ Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours, ▪ General commercial, ▪ General industrial², ▪ General log handling and storage³, 	<p>Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ New wilderness lodges, ▪ Fee simple transfers of previously un-tenured lands (remote), ▪ Gravel pits or quarries with annual production of 100,000 to 500,000 tonnes, ▪ New roads greater than 2 km in length, ▪ New utility rights-of-way greater than 2 km in length, ▪ Commercial recreation involving motorized or intensive uses, including heli-skiing, ▪ Intensive agriculture in an area less than 15 ha, ▪ Extensive Agricultural tenures, ▪ Fee simple sales, ▪ Heavy industrial activities, such as industrial parks, within the developed area; 	Clean Energy Project-General Area License.	

² **General industrial:** the use of Crown upland and/or aquatic land to conduct a business enterprise involving the storage, manufacture, assembly, testing, servicing, repairing, fabrication, wrecking, salvaging, processing or production of all goods and materials, including the selling of industrial equipment.

³ **General Log handling and storage:** the use of Crown land for industrial activities and related improvements for log dumping, storage, sorting, booming and barging in remote areas and other areas not associated with intensive log handling.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
		Federal Agencies, <ul style="list-style-type: none"> ▪ Establishment of Map Reserves (Section 17) in which a higher level of engagement is required prior to development, ▪ Investigative permits, ▪ Special events, ▪ Section 16 Map Reserves- no development. 	<ul style="list-style-type: none"> ▪ Residential licenses; private moorage, ▪ Legalizations of recreational / residential cabins, ▪ Forfeited residential lots, ▪ Section 16 Map Reserves – development, ▪ Clean Energy Project- Investigative License. 	intensive log handling and storage ⁴ , <ul style="list-style-type: none"> ▪ Community Institutional Policy: Sponsored Crown Grants. 		
Mineral Exploration ⁵	Non-mechanized mineral exploration work with no permit.	Non-mechanized mineral exploration work that requires a Mines Act Permit including: <ul style="list-style-type: none"> ▪ Underground exploration with nil or negligible surface disturbance, ▪ Induced Polarization Survey⁶. Date extension of Notice of Work and Leases – Coal, Mineral, Placer ⁷	Mechanized mineral exploration work on pre-existing or in previously disturbed areas, including: <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives, ▪ Helicopter supported drill program, ▪ Re-opening of existing roads or trails within in previously disturbed areas, ▪ Existing placer mining 	Mechanized mineral exploration work in undisturbed areas, including: <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives⁸, ▪ New access development where previous access has only been by water or air, ▪ New underground development for mineral exploration 	Inspector determines Mines Development Review Committee.	Mineral exploration activities which are deemed authorized.

⁴ **Intensive Log Handling and storage:** the use of Crown land for industrial activities and related improvements directly associated with a wood conversion facility (e.g. sawmill, pulp mill, plywood mill) and/or an integrated operational facility such as a centralized dry land or aquatic log sort, and includes, without limitations, log storage and holding areas, jack ladders, feeder pockets, hot ponds, wharves and floats, float-camp sites, pilings and areas of fill directly associated with those facilities.

⁵ **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

⁶ **Induced Polarization Surveys:** IP Surveys using exposed electrodes, and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, are deemed authorized (Level 4- Specialized Engagement Steps)

⁷ **Term extension:** Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Level 4- Specialized Engagement Steps)

⁸ **Mineral or Coal Exploration Drill Programs:** Mineral or coal exploration drill programs in the permitted area of disturbance of a producing mineral or coal mine that is currently operating are deemed authorized (Level 4- Specialized Engagement Steps)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
			operations.	purposes, <ul style="list-style-type: none"> ▪ New placer mining operations, ▪ Bulk samples. 		
Aggregate Development			Aggregate development, sand and gravel quarry and industrial quarry <100,000 tonnes: <ul style="list-style-type: none"> ▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits. 	Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes: <ul style="list-style-type: none"> ▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits. 		
Parks and Protected Areas	Assignments of permits Film Permits <ul style="list-style-type: none"> ▪ All park film permits⁹. Commercial Recreation Permits <ul style="list-style-type: none"> ▪ Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance, ▪ Special events using existing facilities and with no disturbance. Research Permits <ul style="list-style-type: none"> ▪ Research activities that do not involve invasive sampling methods 	Land Use Occupancy Permits <ul style="list-style-type: none"> ▪ Existing land use occupancy permit (renewal). Commercial Recreation Permits <ul style="list-style-type: none"> ▪ Commercial recreation using existing facilities, ▪ Guided outfitting and angling using existing facilities. Research Permits <ul style="list-style-type: none"> ▪ Research activities that involve potentially invasive sampling methods, and/or improvements 	Land Use Occupancy Permits <ul style="list-style-type: none"> ▪ New land use occupancy permit (including fixed roof accommodation facilities). Commercial Recreation Permits <ul style="list-style-type: none"> ▪ Commercial recreation requiring new facilities, ▪ Guided outfitting and angling requiring new facilities. Research Permits <ul style="list-style-type: none"> ▪ Research activities related to investigative use 	Protected Area Designations <ul style="list-style-type: none"> ▪ New parks or protected areas. 		

⁹ **Parks Film Permits (Level 0)** – As per the *Park Use Operational Policy – Park Use Permits*: the Province has a maximum of 5 business days to process applications.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<p>and/or improvements.</p> <p>Park Operations – Other</p> <ul style="list-style-type: none"> ▪ Small and medium scale ecosystem restoration projects (< 1ha). 	<p>Park Operations – Other,</p> <ul style="list-style-type: none"> ▪ Larger scale ecosystem restoration projects (> 1ha). 	<p>Park Operations – Facilities</p> <ul style="list-style-type: none"> ▪ New facility development, or construction. <p>Protected Area Designations</p> <ul style="list-style-type: none"> ▪ Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park). <p>Park Boundary Amendments</p> <ul style="list-style-type: none"> ▪ Amendments to park boundaries. 			
Pesticides	<ul style="list-style-type: none"> ▪ All Licenses except for forest pest, noxious weeds and industrial vegetation. 	<ul style="list-style-type: none"> ▪ Pest management plans for railways – ballast area, switches, maintenance yards, treatment of selected trees & shrubs outside ballast area, ▪ Vegetation management plans for right-of-ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access, ▪ Mosquito and biting fly management plans for areas with public access. 	<ul style="list-style-type: none"> ▪ Vegetation management for right-of-ways – selective management of encroaching trees & shrubs or with public access ▪ Vegetation management plans for industrial sites on public land – general selective vegetation management, or with public access ▪ Vegetation management plans for noxious weeds on sites with public access ▪ Pesticide Use permits. 	<ul style="list-style-type: none"> ▪ Forest pest management plans for – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) ▪ Forest licensee treatments of forest pests. 		

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Waste Management	<ul style="list-style-type: none"> ▪ New registration – Municipal Wastewater Regulation – small (22.5 m3/day to 50m3/day), ▪ New registration – Municipal Wastewater Regulation – large (>50m3/day), ▪ Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation), ▪ New Registration - Vehicle Dismantling and Recycling Industry Environmental Planning Regulation, ▪ New Registration - Asphalt Plant Regulation, ▪ New Facility Registrations - Hazardous Waste Regulation. 	<ul style="list-style-type: none"> ▪ New effluent permits or approvals – small, ▪ New refuse approvals (garbage, solid waste) – small, ▪ Significant amendments – small approvals (as defined in the Public Notification Regulation), ▪ New air permits or approvals, ▪ Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Stó:lō First Nations concerns with solid waste management plan, ▪ Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Stó:lō First Nations concerns with liquid waste management plan. 	<ul style="list-style-type: none"> ▪ New effluent approvals other waste discharges - large ¹⁰, ▪ New refuse approvals - large ¹¹, ▪ Operational certificate (authorized under solid waste management plans) if outstanding Stó:lō First Nations concerns with solid waste management plan, ▪ New refuse permits (garbage, solid waste) – small. 	<ul style="list-style-type: none"> ▪ New refuse permits - large ¹², ▪ New effluent permits other waste discharges – large, ▪ Significant amendments – permits or large approvals (as defined in the Public Notification Regulation), ▪ Liquid waste management plans, ▪ Solid waste management plans (consultation undertaken by Regional Districts and Municipalities), ▪ Area Based Management Plans – Plan Development. 		

¹⁰ **Large effluent discharge:** any effluent discharge greater than 50m3/day

¹¹ **Large refuse discharge:** any refuse discharge greater than 500m3/year or with a total landfill design capacity of greater than 5000m3 (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

¹² **Large refuse permit:** e.g.: garbage, solid waste, municipal landfill

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Water ¹³	<ul style="list-style-type: none"> ▪ Amendments on existing water Licences for surface and groundwater source, Section 26 (1)(WSA)¹⁴ <ul style="list-style-type: none"> - (a) extend the time set for beginning construction of works; - (b) extend the time set for completion of works; - (c) extend the time set for making beneficial use of water; - (e) correct an error in the authorization, change approval or related permit; - (f) remove a provision of the authorization that is inconsistent with the Act; - (g) authorize the use of water for some purpose other than that specified in the licence. 	<ul style="list-style-type: none"> ▪ Licences for surface or groundwater $\leq 2.273 \text{ m}^3/\text{day}$ ($\leq 500 \text{ gad}$) ▪ Amendments on existing water Licences, Section 26 (1)(WSA)¹⁴ <ul style="list-style-type: none"> - (d) authorize additional or other works than those previously authorized; - (h) extend the term of the licence; - (i) increase or reduce the quantity of water authorized to be diverted or stored if it appears to have been erroneously estimated. ▪ Short Term Use of water approvals, Section 10(WSA)¹⁸ ▪ Amendment of a Section 11(WSA)¹⁷ Change approval not listed under Level 0. 	<ul style="list-style-type: none"> ▪ All other Licences for surface or groundwater source $\leq 113.7 \text{ m}^3/\text{day}$ ($< 25,000 \text{ gad}$) ▪ Section 11(WSA)¹⁷ applications, except for emergency situations. 	<ul style="list-style-type: none"> ▪ Licences with a Water Development plan for surface or ground water source $> 113.7 \text{ m}^3/\text{day}$ ($> 25,000 \text{ gad}$). 	<ul style="list-style-type: none"> ▪ Clean Energy Projects, ▪ Water Sustainability Plans (Division 4 of the Water Sustainability Act) 	

¹³ **Water:** authorisations issued under Sections of the *Water Sustainability Act* are referenced as (WSA) and those issued under Sections of the *Water Act* are noted as (WA)

¹⁴ **Water:** authorisations issued under Section 26(1) of the *Water Sustainability Act* (WSA) or those issued under Section 18(1) of the *Water Act* (WA)

¹⁸ **Water:** authorisations issued under Section 10 of the *Water Sustainability Act* (WSA) or those issued under Section 8 of the *Water Act* (WA)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> ▪ Transfer of appurtenancy of an authorization for surface or groundwater (Section 27)(WSA)¹⁵, ▪ Apportionment of rights under licence (Section 28)(WSA)¹⁶, ▪ Part 7 Notifications as outlined in the <i>Water Act Water Regulations</i> for surface and groundwater of Section 11(WSA)¹⁷ changes in and about a stream (Water Regulation Section 44)(WA) ▪ Amendment of a Section 11(WSA)¹⁷ Change approval if it's related to: <ul style="list-style-type: none"> - correct an error in the approval; - remove a provision of the approval that is inconsistent with this Act; - extend the time set for completion of the works; - extend the term of the Approval; ▪ Compliance and Enforcement Orders 					

¹⁵ **Water:** authorisations issued under Section 27 of the *Water Sustainability Act* as (WSA) or those issued under Section 19 of the *Water Act* (WA)

¹⁶ **Water:** authorisations issued under Section 28 *Water Sustainability Act* (WSA) or those issued under Section 20 of the of the *Water Act* (WA)

¹⁷ **Water:** Part 7* Notifications as outlined in the Water Regulation (*this Part 7 may change when the WSA comes into force) issued under Section 11 of the *Water Sustainability Act* (WSA) or Part 7 Notifications as outlined in the Water Regulation issued under Section 9 of the *Water Act* (WA)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> Emergency Approvals (case by case basis) 					
Dike Maintenance Act¹⁹	<p>Regulated Dikes:</p> <ul style="list-style-type: none"> Existing Setback and Riverside Dike - Minor maintenance - No Increase in dike footprint or dike ROW/Tenure²⁰ Existing Setback Dike - Major dike work (Sea Level Rise, Seismic & Q200 Upgrades, etc. No Increase in dike footprint or dike ROW/Tenure)²⁰ Existing Setback Dike - Municipal/utility work affecting dike - DMA SEC. 2- 4 (a,b,c) (No Increase in dike footprint or dike ROW/Tenure)²¹ Existing Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel - DMA SEC. 2- 4 (a,b,c) Work on Landside slope²¹ Existing Setback or Riverside Dike 	<p>Regulated Dikes:</p> <ul style="list-style-type: none"> Existing Riverside Dike - Major dike work on Land and/or Riverside Slope (Sea Level Rise, Seismic & Q200 Upgrades, etc. No Increase in dike footprint or dike ROW/Tenure)²³ Existing Setback and Riverside Dike - Major dike work (Sea Level Rise, Seismic & Q200 Upgrades, etc. Increase in dike footprint or dike ROW/Tenure (CROWN or Private Land)²³ Existing Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel - DMA SEC. 2- 4 (d) (No Increase in dike footprint or dike ROW/Tenure)²² Existing Setback and Riverside Dike - Municipal/utility work 	<p>Regulated Dikes:</p> <ul style="list-style-type: none"> Construct New Setback and Riverside Dike - DMA SEC. 2-4 (e)²⁵ Dike Maintenance Authorizations requiring Section 11 Water Sustainability Act Authorizations (Section 9 <i>Water Act</i> Authorization)¹⁹ 			

¹⁹ **Dike Maintenance** related consultation decision to be made in conjunction with the *Water Sustainability Act* (WSA) or *Water Act* (WA) Authorizations where such authorizations are required.

²⁰ **Dike Maintenance** work that does not require DMA approval or water related approval or notification

²¹ **Dike Maintenance** work that requires DMA approval, however does not require water related approval or notification

²³ **Dike Maintenance** work that does require DMA approval and does require water related approval on the riverside slope however no water related approval on the land side of the slope

²⁵ **Dike Maintenance** construction of new setback dike requires require DMA approval only, no water related approval, construction of new riverside dike requires both DMA and water related authorisation

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<p>Exploratory - Geotechnical Testing - No Increase in dike footprint or dike ROW/Tenure²¹</p> <ul style="list-style-type: none"> Existing Setback Dike - Rip rap Erosion Protection - No Increase in dike footprint or dike ROW/Tenure²² Emergency Approvals (case by case basis) 	<p>affecting dike and foreshore/stream channel - DMA SEC. 2-4 (d) (Increase in dike footprint or dike ROW/Tenure (CROWN or Private Land)²²</p> <ul style="list-style-type: none"> Existing Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel - DMA SEC. 2-4 (a,b,c) Work on Riverside slope²² Existing Riverside Dike - Rip rap Erosion protection - No Increase in dike footprint or dike ROW/Tenure²⁴ 				
Wildlife Act	<p>Angling:</p> <ul style="list-style-type: none"> Classified water licences, Resident Angling licences issued by the Province, Angling guide licences and assistant angling licenses, <p>Fish & Wildlife Authorizations:</p> <ul style="list-style-type: none"> Administrative authorizations²⁶, 	<p>Angling:</p> <ul style="list-style-type: none"> Angling regulation changes for a water body - fishery objectives, Angling management plans for a water body, <p>Hunting:</p> <ul style="list-style-type: none"> Hunting regulation changes. <p>Fish & Wildlife Authorizations:</p>	<p>Land Use Designations:</p> <ul style="list-style-type: none"> Wildlife Management Areas - WMA - area amendment, changes to permitted use and/or activities allowed. <p>Fish & Wildlife Authorizations:</p> <ul style="list-style-type: none"> Guide outfitting – issuance of new certificates as a result of vacancy or 	<p>Land Use Designations:</p> <ul style="list-style-type: none"> Wildlife Management Areas - WMA – designation³², Wildlife Management Areas - critical wildlife habitat area and/or wildlife sanctuary in a WMA³³. <p>Fish & Wildlife Authorizations:</p> <ul style="list-style-type: none"> Wildlife Species Management Plans³⁴. 		

²² **Dike Maintenance** work that requires DMA and water related approval

²⁴ **Dike Maintenance** work that requires DMA approval however no water related approval if repair completed within one year of deficiency. If repair is completed after one year of deficiency it will also require water related authorisation.

²⁶ **Wildlife Act:** administrative authorisations activities listed in Sec 2 of the Permit Regulation e.g.: transporting; trafficking; export/import; full ownership permits; permits for non-residents, etc.

³² Wildlife Act Sec 4 designations for Wildlife Habitat Areas.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> ▪ Trapping returns for previous year, ▪ Hunting tags and licences, ▪ Possession of live wildlife - captive wildlife²⁷, ▪ Non-lethal low disturbance fish and wildlife (research) projects²⁸, ▪ Fish collection permits – emergencies /exemptions²⁹. <p>Operational Work:</p> <ul style="list-style-type: none"> ▪ Lake stocking - new lake stocking decisions³⁰, ▪ Lake stocking - changes to lake stocking regimes³⁰, ▪ Possession of live wildlife - new long term care facilities, ▪ High disturbance fish and wildlife projects, ▪ Wildlife Guidelines and Best Management Practices. 	<ul style="list-style-type: none"> ▪ Guide outfitting renewal / transfer of certificate, ▪ Guide and assistant guide licences, ▪ Trapping - new trap lines, registration, disposition, ▪ Trapping - transfer of trap lines removal of trap lines, ▪ Trap line cabin - new registrations. <p>Other:</p> <ul style="list-style-type: none"> ▪ No shooting areas (discharge of firearms), ▪ Motorized vehicle prohibition. <p>Operational Work:</p> <ul style="list-style-type: none"> ▪ Lake enhancement (new)³¹ 	abandonment.			

³³ Wildlife Act Sec 5 designations for Critical Wildlife Areas and wildlife sanctuaries.

³⁴ Ex. Regional Elk Management Plan, draft. Similar plans could be developed for grizzly bear and wolverine.

²⁷ Captive wildlife: injured animals, falconry, etc. There is an Eagle Distribution Protocol to and FN. Partly an MOE - conservation officer function.

²⁸ Ex: research and monitoring projects for elk, grizzly bear and wolverine.

²⁹ These types of permits are processed at the Surrey Fish and Wildlife office. Ex. For transportation projects, consultants or local government need a permit fish collection permit. Ex: Fraser River sturgeon tagging fishery organised by BCIT. Reports can be obtained from fish biologists.

³⁰ Lake stocking notifications are posted on the [Fresh Water Fisheries Society](#) web site.

³¹ Only new lake enhancements would be covered, ex. fertilisation to stimulate algae.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> Emergency Approvals (case by case basis) 					
General (only applies for statutory decisions and activity types not specified elsewhere in this table) ³⁵		<ul style="list-style-type: none"> Short-term or seasonal activities No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas No new permanent access³⁶ No or very small permanent infrastructure Non-exclusive tenures³⁷ Administrative Applications³⁸ where there are no historic issues and no new impacts. 	<ul style="list-style-type: none"> New minor to moderate surface disturbance in previously disturbed areas Minor to moderate new permanent access New minor to moderate sized permanent infrastructure Semi-exclusive tenures (potential to limit some other land uses) Administrative applications where there are potential historic issues and no low-to-moderate new impacts 	<ul style="list-style-type: none"> Moderate to significant new ground disturbance Moderate to significant new permanent access (expands permanent access network) Moderate to large sized new permanent infrastructure Exclusive tenures (likely to limit other land uses) Administrative applications where there are identified historic issues with moderate-to-significant new impacts Large or extensive new permanent infrastructure 	<ul style="list-style-type: none"> Relates to a complex Application with significant new impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3. 	

³⁵ **General:** applies where specific guidance has not been applied elsewhere in Table 1 for activities under legislation identified in Appendix B (List of Applicable Legislation) of the SSEA.

³⁶ **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

³⁷ **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

³⁸ **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

8.0 SPECIALIZED ENGAGEMENT STEPS:

8.1 **Forest Act.** The Parties agree that the steps set out in Table 2 below apply to the following forest authorizations under the *Forest Act*:

- Timber Sale License (TSL);
- Cutting Permit (CP); and
- Road Permit (RP).

8.2 **Request for an Alternate Response Time.** The PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in steps 1 to 6 of Table 2 and the PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

Table 2

STEPS	<i>Forest Act</i> : Timber Sale Licenses, Cutting Permits, and Road Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.1, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> a. identify the Engagement Level (4); b. prepare a Referral Package in accordance with 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide; and c. submit the Referral Package to the PRRO.
2.0	<p>2.1 Referral Package. The PRRO will provide a rapid appraisal response to the Provincial Agency or Delegate within 8 Business Days of receiving a complete Referral Package.</p> <p>2.2 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, with reference to the information listed under 2.3 of Appendix C, and the PRRO notifies the Provincial Agency of the omission(s) within 5 Business Days of receiving the Referral Package, the timelines set out under Article 8 of Appendix C will not commence until the information specified under 2.3 of Appendix C is received by the PRRO.</p>

	<p>2.3 Rapid Appraisal. Once the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:</p> <ul style="list-style-type: none"> a. review the Referral Package; and b. inform the Provincial Agency or Delegate of preliminary and final response timelines.
3.0	<p>3.1 Preliminary Response. The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 20 Business Days of receipt of the Referral Package. The PRRO will follow the preliminary response steps set out in 3.1 of Appendix C; and the contents of a preliminary response will meet the requirements of 3.4 (a – f) of Appendix C.</p>
4.0	<p>4.1 Engagement and Final Response. Following the receipt of a preliminary response, or conclusion of the preliminary response timeframe as noted in 3.0 of this Table 2, the Provincial Agency or Delegate will contact the PRRO and/or Relevant Stó:lō First Nations to undertake the following process steps:</p> <ul style="list-style-type: none"> a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nations identified in 3.4 (a) of Appendix C regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable; b. the Relevant Stó:lō First Nation(s), and/or the PRRO on one or more of their behalf, will provide a final response with regard to the Application, within 60 Business Days of receiving a complete Referral Package; c. if a final response cannot be provided within the above noted 60 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny; and d. following receipt of the final response the Provincial Agency or Delegate; or after the above noted 60 Business Days, or an agreed-upon revised timeframe under step 4.1(c), the actions and under step 5.0 will commence immediately.
5.0	<p>5.1 Block and Road Development. The Provincial Agency or Delegate may initiate block and road development.</p> <p>5.2 Notification. The Provincial Agency (BC Timber Sales) will notify the PRRO when block and road development associated with a TSL or RP is complete.</p>
6.0	<p>6.1 Block and Road Monitoring. BC Timber Sales and the PRRO will define block and road monitoring process(es).</p>

	<p>6.2 CP and RP Referrals. The Province, or Delegate if directed, will submit a CP and/or RP Application referral to the PRRO. The referral application(s) will include the information specified under 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide.</p> <p>6.3 Validation Response. When the PRRO receives a complete CP and/or RP application referral from the Province or Delegate, they will provide a validation response, summarizing the results of the validation process (procedures used to ensure that the forest development associated with a CP and/or RP have addressed PRRO recommendations as presented in steps 3 and 4 of Table 2), to the Province within 5 Business Days.</p> <p>6.4 Incomplete Referral Package. If the Referral Package received by the PRRO is incomplete and the PRRO notifies the Province or Delegate of the omission within 5 Business Days of receipt, the timeline under step 6.3 will not commence until the missing information is received by the PRRO.</p>
7.0	<p>7.1 Decision Maker’s Discretion. The Provincial Agency decision maker will determine whether further engagement with the PRRO or Relevant Stó:lō First Nation(s), if any, is required before a decision is made.</p> <p>7.2 Process. If the Provincial Agency decision maker (currently the District Manager regarding CPs and RPs and the Timber Sales Manager regarding TSLs) determines more engagement is required the Provincial Agency decision maker will also provide the process steps for further engagement.</p>
8.0	<p>8.1 Notice to PRRO and Relevant Stó:lō First Nations. The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.</p>
9.0	<p>9.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently. The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a final response independently of the decision.</p>

8.3 **Mines Act.** The Parties agree that the steps set out in Table 3 below apply to the following exploration activities that are deemed authorized under the *Mines Act* Permit Regulation (here after called “deemed authorizations”):

- a. induced polarization (IP) surveys using exposed electrodes;
- b. mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating; and
- c. extending the term of mineral or coal exploration activities by up to two years.

Table 3

STEPS	<i>Mines Act</i> – Deemed Authorizations
1.0	1.1 Notice. Where the Chief Inspector receives a notice (the “Notice”) required by the <i>Mines Act</i> Permit Regulation (the “Regulation”) with respect to a deemed authorization, the Province will forward the Notice and the Chief Inspector’s contact information to the PRRO no later than 15 Business Days before the end of the notification period under the Regulation.
2.0	2.1 PRRO Responsibilities. Upon receipt of the Notice, the PRRO will: <ul style="list-style-type: none"> (a) publish the information received into Stó:lō Connect; and (b) within 15 Business Days of receipt of the Notice, notify the Chief Inspector of any potential adverse impacts on Stó:lō Rights resulting from the deemed authorizations.
3.0	3.1 Chief Inspector Discretion. Under the Regulation the Chief Inspector may order that a deemed authorization does not apply in respect to a particular permit if the Chief Inspector considers it necessary to protect health, safety, the environment, or a cultural heritage resource. <p>3.2 Deemed Authorization Does Not Apply. If the Chief Inspector orders that the deemed authorization does not apply, the Chief Inspector will contact the PRRO and advise the PRRO of the requirements under the <i>Mines Act</i> if there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c).</p> <p>3.3 Revisions to a Permit. If there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c) the Parties will try to develop an agreed to engagement process for that Application.</p> <p>3.4 Disagreement. If an engagement process is not agreed upon under step 3.3, Articles 2 to 4 of Appendix C will apply to the Application.</p>
4.0	Notification of Status. Upon request of the PRRO, the Provincial Agency will notify the PRRO regarding the status of a deemed authorization.

8.4 **Heritage Conservation Act.** The Parties agree that the steps set out in Table 4 below apply to the Applications for permits under sections 12 or 14 of the *Heritage Conservation Act*.

8.5 **Zone A and Zone B.** Notwithstanding 2.2 (b) of the Agreement, the Parties jointly agree to apply the following provisions outlined in Table 4 in Zone A and Zone B.

Table 4

STEPS	<i>Heritage Conservation Act</i> : Section 12 and Section 14 Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.4, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> a. prepare a fully completed <i>Heritage Conservation Act</i> permit Application, hereinafter referred to in this Table as “Referral Package”; and b. submit the Referral Package to the PRRO.
2.0	<p>2.1 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, and the PRRO notifies the Provincial Agency of the omission within 5 days of receiving the Referral Package, the timelines set out in this Table will not commence until the information specified under step 1.1(a) is received by the PRRO.</p> <p>2.2 Complete Referral Package. Once the PRRO receives a complete Referral Package, the PRRO will commence a 30 calendar day review period, and will enter (publish) the package into Stó:lō Connect.</p> <ul style="list-style-type: none"> a. 2.3 Final Response. The PRRO and/or Relevant Stó:lō First Nation(s) will submit a final response within 30 calendar days of receipt of the complete Referral Package which will, for the purpose of informing the Provincial Agency decision maker’s decision, include: if there is no objection to the Application, a Stó:lō Heritage Investigation Permit; or b. if there is objection to the Application, a statement setting out the reasons for the objection.
3.0	<p>3.1 Request for an Alternate Response Time – Provincial Agency or Delegate. If the Provincial Agency or Delegate notifies the PRRO and/or Relevant Stó:lō First Nation(s) with a request for a shortened review period, usually 15 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) will provide one of the following responses:</p>

	<p>a. approval to the request, in which case the timelines for providing a final response will be adjusted accordingly; or</p> <p>b. rejection of the request, in which case the standard 30 calendar day timeline will remain in effect.</p>
4.0	4.1 Request for an Alternate Response Time – PRRO. If a final response cannot be provided within the 30 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.
5.0	5.1 Decision Maker’s Discretion. If a final response has not been received within the above noted 30 calendar days, or within an agreed-upon revised timeframe under 4.1 above, the Provincial Agency decision maker may proceed to make the decision.
6.0	6.1 Notice to PRRO and Stó:lō First Nation(s). The Provincial Agency decision maker will notify the PRRO of the decision regarding the Application and the PRRO will notify the Stó:lō First Nations of that decision.
7.0	<p>7.1 Exceptions. Exceptions to the processes established in 1.0-6.0 of this Table 4 include:</p> <p>7.1.1 Direct Issuance of a <i>Heritage Conservation Act</i> Permit. When the Provincial Agency or Delegate receives an application with letters of support from all potentially affected Stó:lō First Nations, then the Provincial Agency or Delegate will automatically move to providing a decision without any need of further engagement.</p> <p>7.1.2 Specific Amendment Requests for Previously Issued <i>Heritage Conservation Act</i> permits. Amendment requests received by the Provincial Agency or Delegate to (a) extend a previously issued <i>Heritage Conservation Act</i> permit expiry date, or (b) transfer a previously issued <i>Heritage Conservation Act</i> permit to someone within the same company who employed the previous permit holder, will be forwarded to the PRRO as a method of notification and information sharing but there will be no further engagement. All other amendment requests for previously issued <i>Heritage Conservation Act</i> permits will be forwarded to the PRRO for review and response following the processes laid out in steps 1-6.</p>

9.0 LAND ACT TENURE REPLACEMENTS

9.1 Land Act Tenure Replacements. The Parties agree that the engagement processes set out in Table 5 below will apply to the referrals that relate to the replacement of *Land Act* tenures in Zone A.

Table 5

STEPS	<i>Land Act</i> : Batching of Replacement Tenures
1.0	<p>1.1 Initial Referral. In October of each year, the Provincial Agency will provide the PRRO with a list of the <i>Land Act</i> tenures in Zone A that expire and are anticipated to be replaced between April 1st and March 31st of the following calendar year (the “Batched Referral List”). The Batched Referral List will be in the form of an excel spreadsheet and include, for each tenure, the following information:</p> <ul style="list-style-type: none"> a. Land Officer’s contact name, phone number, email; b. Tenure Purpose & Type; c. Issuing agency file number; d. Area; e. Location; f. Tenure Subpurpose & Subtype, if any; g. Tenure holder’s legal name and address; h. Tenure start and expiry date; i. The latest date on which a rapid appraisal, preliminary response, and final response required by 2.1, 3.1 and 5.1 of this Table may be provided; and j. GIS compatible digital files. <p>1.2 Incomplete Referral Package. If the Batched Referral List is incomplete, and the PRRO notifies the Provincial Agency of the omission(s) within 5 Business Days of its receipt, the Provincial Agency will provide a revised, complete Batched Referral List within 5 Business Days of the PRRO’s notification of omissions.</p> <p>1.3 Additional Information. For each expiring tenure, at least 95 Business Days before the tenure expiry date, if , if the PRRO requests the following information regarding a tenure, the Provincial Agency will, if it is readily available, supply that information within 5 Business Days of the request:</p> <ul style="list-style-type: none"> a. the tenure holder’s phone number and email address; b. additional supporting information provided by the tenure holder.

2.0	<p>2.1 Rapid Appraisal. Once the PRRO receives a complete Batched Referral List, the PRRO will enter (publish) the Batched Referral List in Stó:lō Connect, and will, for each tenure:</p> <ul style="list-style-type: none"> a. review the Batched Referral List and any information in respect of it provided under 1.3 of this Table; b. determine if it will provide a final response or instead defer to the response(s) of a non-signatory First Nation; and c. provide a rapid appraisal to the Provincial Agency at least 95 Business Days before the tenure expiry date which will indicate: <ul style="list-style-type: none"> i. with reference to the criteria set out under 2.6 of Appendix C, either confirm that Engagement Level 1 is appropriate or propose a different Engagement Level. ii. the PRRO’s determination of the latest date on which the preliminary response and the final response required by 3.1 and 5.1 of this Table may be provided, and iii. whether the response to the tenure will be deferred to a non-signatory First Nation. <p>2.2 Confirmation of response dates. If there is a discrepancy between the preliminary response and final response dates identified, the PRRO and the Provincial Agency will attempt to resolve it.</p> <p>2.3 Disagreement regarding Engagement Level. If there is a disagreement between the Provincial Agency and PRRO regarding the Engagement Level the Parties will follow the steps set out in 2.7 of Appendix C.</p>
3.0	<p>3.1 Preliminary Response. If Engagement Level 1 is confirmed under 2.1 (c) of this Table, the PRRO will provide a preliminary response to the Provincial Agency at least 80 Business Days before the tenure expiry date. The PRRO will take the actions required by 3.1 of Appendix C; and the contents of a preliminary response will include the information required by 3.4 (a – g) of Appendix C.</p> <p>3.2 Request for Alternate Preliminary Response Time. If a preliminary response cannot be provided within the above noted 80 Business Days the PRRO may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p> <p>3.3 No Preliminary Response Received. If the PRRO has not provided a</p>

	preliminary response within the above noted 80 Business Days, or an agreed-upon revised timeframe under Step 3.2, the actions under Step 4.0 and timelines under 5.0 will commence immediately.
4.0	<p>4.1 Engagement. Following the receipt of a preliminary response, which indicates that a final response is intended, or conclusion of the preliminary response timeframe under 3.0 of this Table, the Provincial Agency will contact the PRRO and/or Relevant Stó:lō First Nations to discuss the views of the Provincial Agency and the Stó:lō First Nations identified under 3.4 (a) of Appendix C regarding the proposed replacement of the tenure. Parties will attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under 3.4 (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable.</p>
5.0	<p>5.1 Final Response. If the preliminary response indicates a final response will be provided, the Relevant Stó:lō First Nation(s), and/or the PRRO on one or more of their behalf, will provide a final response with regard to the tenure, at least 75 Business Days before the tenure expiry date.</p> <p>5.2 Request for Alternate Final Response Time. If a final response is intended and cannot be provided within the above noted 75 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p> <p>5.3 No Final Response Received. If the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, has indicated in the preliminary response that a final response is intended, but it has not been provided within the above noted 75 Business Days, or an agreed-upon revised timeframe under Step 5.2, the actions under Step 6.0 will apply and a decision regarding replacement of the tenure may be made without further notice.</p>
6.0	<p>6.1 Decision Maker’s Discretion. Following the receipt of: (1) a preliminary response, which indicates that a final response is not intended or (2) a final response, the Provincial Agency decision maker will determine whether any further engagement with the PRRO or Relevant Stó:lō First Nation(s) is required before a decision regarding replacement of the tenure is made.</p> <p>6.2 Process. If the Provincial Agency decision maker determines further engagement is required the Provincial Agency decision maker will also determine the process steps for further engagement.</p>

7.0	<p>7.1 Notice to PRRO and Relevant Stó:lō First Nations. The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the replacement of the tenure.</p>
8.0	<p>8.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently. The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a final response independently of the decision.</p>
9.0	<p>9.1 Engagement Level Change. If the Engagement Level is increased to Engagement Level 2 by agreement of the Parties, the Parties will follow the Engagement Level steps in 4.5 of Appendix C except that notwithstanding the time periods referred to in 4.5 (b) and (e), the PRRO will provide a preliminary response to the Provincial Agency at least 80 Business Days before the tenure expiry, and a final response at least 70 Business Days before the tenure expiry.</p>

Appendix D Engagement Framework for Major Projects

- 1.1 **General.** This section applies when the Parties engage on Major Projects.
- 1.2 **Request to Discuss a Major Project.** A Provincial Agency or a Stó:lō First Nation may submit a request to the Working Group of this Agreement to discuss a Major Project with the Executive Level of the Government to Government Forum. This request will include:
- a. a description of the Major Project and relevant background information;
 - b. a description of how the Major Project may adversely affect Stó:lō Rights;
 - c. any possible options and/or timelines that the requesting Party may be considering;
and
 - d. relevant contact information.
- 1.3 **Meeting Determination.** Within 20 Business Days of receiving the request under 1.2, the Working Group of this Agreement will:
- a. determine if a special Executive Level meeting is required to discuss the proposed Major Project; or
 - b. place discussion of the proposed Major Project on the agenda for the next scheduled Executive Level meeting.
- 1.4 **Workplan.** The Executive Level may direct the Working Group of this Agreement to develop a workplan that identifies the most efficient approach to proceed with the Major Project proposal.

Appendix E Strategic Topics

- 1.1 **Scope.** As set out in 2.2 c of the Agreement, the provisions related to the Government-to-Government Forum apply to that portion of S'ólh Téméxw within Zone A and Zone B.
- 1.2 **SEA Working Group.** The SEA Working Group may discuss strategic, operational, and administrative matters related to the Agreement Area that are of interest to any of the Parties.
- 1.3 **Identified Topics.** The Parties agree that the following Strategic Topics will be discussed by the SEA Working Group as part of the implementation this Agreement:
 - a. possible future additions to the list of Provincial statutes in Appendix B, including:
 - i. the *Fisheries Act*
 - ii. the *Local Government Act* and
 - iii. the *Oil and Gas Activities Act*;
 - b. development of a strategy to improve the recognition, conservation, protection and management of heritage sites in the Agreement Area of importance to the Stó:lō First Nations which in particular would include components related to:
 - iv. sharing public and confidential information;
 - v. the role of local governments regarding sites on private property;
 - vi. possible designation of sites on public forest land; and
 - vii. mechanism for ongoing engagement between the Parties;
 - c. possible addition of Non-Participatory First Nations as Parties to this Agreement where they have asserted traditional territory that overlaps or is contained in S'ólh Téméxw; and
 - d. Other topics may include, but are not limited to:
 - i. information sharing protocols, agreements, and procedures;
 - ii. facilitating First Nations involvement in the regional economy;
 - iii. revenue-sharing policy and guidelines;
 - iv. development of energy infrastructure;
 - v. strategies related to cumulative effects;
 - vi. access management guidelines;
 - vii. activities that may impact air and water quality; and
 - viii. spatial mapping and planning to support more effective decision-making.

Appendix F Zone B

- 1.1 **Workplan.** The SEA Working Group will develop a workplan within 90 days of the execution of this Agreement to identify First Nations interests in Zone B and developing related consultation provisions.
- 1.2 **Principles.** In particular, the Parties agree that the development of the workplan will be guided by the following principles:
 - a. the Parties have a mutual interest in developing a better understanding of the relationship between the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations that reside and assert interests in Zone B;
 - b. the linkage between consultation provisions related to the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations need to be clarified;
 - c. the Parties agree to share and discuss respective views on the occupation and use of First Nations in Zone B; and
 - d. the Parties agree that the primary interests of the Stó:lō First Nations in Zone B for which consultation procedures need to be clarified include:
 - o protection of Stó:lō heritage and cultural sites;
 - o determination of the Annual Allowable Cut in the Agreement Area;
 - o review and approval of Major Projects related to the energy sector; and
 - o development of water management and allocation plans

Appendix G Performance Measures

PM#	Measure	Target
PM1	% of referrals where Final Engagement Level is adjusted from Preliminary Engagement Level	Final Engagement Level adjusted from Preliminary Engagement Level for $\leq 20\%$ of Referrals.
PM2	% of referrals where final response timelines are met.	The PRRO will forward a final response to the Provincial Agency within the prescribed timelines in the EF for 80% of Referrals.
PM3	% of referrals with response timelines modified by PRRO.	The PRRO may identify revisions to the timeframe for up to 10% of Referrals.
PM4	% of referrals with response timelines modified by Provincial Agencies.	A Provincial Agency may identify revisions to the timeframe for up to 10% of Referrals.
PM5	Number of referral letters required for any given authorization/project before the pilot compared to number of referral letters required after the pilot.	For authorizations/projects within the pilot boundary, one referral letter for all signatory FN.
PM6	Qualitative survey with questions related to the quality of engagement process (using a 1-5 scale).	The signatory First Nations and Provincial Agencies will experience an increase in satisfaction with the quality of the engagement process.
PM7	Qualitative survey with questions related to the quality of referral responses (using a 1-5 scale).	The preliminary and final response will provide the First Nations and Provincial Agencies with information for consultation.

For the purposes of this Agreement, and in accordance with 18.6 (b) of this Agreement, the G2G Forum Co-Chairs may amend and develop additional performance measures to better evaluate the Agreement such as, Provincial Agency decision notification letters.

Appendix H Stó:lō Nation Society Representation

Whereas the Province and certain Stó:lō First Nations (the “Stó:lō First Nations”) have negotiated and seek to enter into a Strategic Engagement Agreement (the “Agreement”), a final draft of which has been provided to, reviewed by and authorized under the authority of the Executive Director of the Stó:lō Nation Society,

And Whereas under the Agreement the Stó:lō Nation Society and its administrative arm, the People of the River Referral Office (the “PRRO”), are obligated to undertake and perform actions on their own behalf and on behalf of the Stó:lō First Nations,

The Stó:lō Nation Society hereby warrants and represents to the Province and the Stó:lō First Nations pursuant to Articles 11 to 16 of this Agreement, with the intent and understanding that they will be relied on by both in entering into the Agreement that:

- a. the PRRO is an administrative office of the Stó:lō Nation Society established to assist and engage on behalf of the Stó:lō First Nations in regard to consultations with the Province about proposed government activities which may affect aboriginal rights;
- b. the Stó:lō Nation Society is aware that under the Agreement the Stó:lō First Nations authorize the Stó:lō Nation Society to receive the funds provided by the Province under the Agreement on their behalf and direct the Stó:lō Nation Society to distribute those funds to the People of the River Referral Office for use in accordance with the Agreement;
- c. the Stó:lō Nation Society is aware that under the Agreement the PRRO is obligated to undertake and perform actions on behalf of the Stó:lō First Nations and to make representations to the Province regarding consultation with the PRRO or individual Stó:lō First Nations on which the Province will rely;
- c. the Stó:lō Nation Society and the PRRO will receive the funds provided by the Province, distribute those funds in accordance with the Agreement and will do all such further and other acts and things and execute and deliver all such further and other documents as may be necessary to perform the obligations imposed under the Agreement and to carry out the intent of the Agreement;
- d. the PRRO will remain in operation and be supported by the Stó:lō Nation Society as may be required to enable it to act in accordance with, and perform the obligations imposed under, the Agreement and to carry out the intent of the Agreement; and
- e. the Stó:lō Nation Society will remain in good standing and status as a duly incorporated society under the Society Act during the term of the Agreement.

Signed by Willy Hall – Executive Director



Stó:lō Nation

Bldg. # 7 - 7201, Vedder Road, Chilliwack, B.C., Canada, V2R 4G5
Tel. (604) 858-3366 Fax. (604) 824-5129

March 12, 2014

Appendix H Stó:lō Nation Society Representation

Whereas the Province and certain Stó:lō First Nations (the "Stó:lō First Nations") have negotiated and seek to enter into a Strategic Engagement Agreement (the "Agreement"), a final draft of which has been provided to, reviewed by and authorized under the authority of the Executive Director of the Stó:lō Nation Society,

And Whereas under the Agreement the Stó:lō Nation Society and its administrative arm, the People of the River Referral Office (the "PRRO"), are obligated to undertake and perform actions on their own behalf and on behalf of the Stó:lō First Nations,

The Stó:lō Nation Society hereby warrants and represents to the Province and the Stó:lō First Nations pursuant to Articles 11 to 16 of this Agreement, with the intent and understanding that they will be relied on by both in entering into the Agreement that:

- (a) the PRRO is an administrative office of the Stó:lō Nation Society established to assist and engage on behalf of the Stó:lō First Nations in regard to consultations with the Province about proposed government activities which may affect aboriginal rights;
- (b) the Stó:lō Nation Society is aware that under the Agreement the Stó:lō First Nations authorize the Stó:lō Nation Society to receive the funds provided by the Province under the Agreement on their behalf and direct the Stó:lō Nation Society to distribute those funds to the People of the River Referral Office for use in accordance with the Agreement;
- (c) the Stó:lō Nation Society is aware that under the Agreement the PRRO is obligated to undertake and perform actions on behalf of the Stó:lō First Nations and to make representations to the Province regarding consultation with the PRRO or individual Stó:lō First Nations on which the Province will rely;
- (c) the Stó:lō Nation Society and the PRRO will receive the funds provided by the Province, distribute those funds in accordance with the Agreement and will do all such further and other acts and things and execute and deliver all such further and other documents as may be necessary to perform the obligations imposed under the Agreement and to carry out the intent of the Agreement;
- (d) the PRRO will remain in operation and be supported by the Stó:lō Nation Society as may be required to enable it to act in accordance with, and perform the obligations imposed under, the Agreement and to carry out the intent of the Agreement; and
- (e) the Stó:lō Nation Society will remain in good standing and status as a duly incorporated society under the Society Act during the term of the Agreement.

Willy Hall
Executive Director

Appendix I Band Council Resolutions

I/1 BCR for Aitchelitz First Nation (page1/4)



AITCHELITZ FIRST NATION

PO Box 2130
Sardis, BC V2R 1A5

BAND COUNCIL RESOLUTION

The Council of the: AITCHELITZ FIRST NATION		
Date of duly convened meeting:	Province:	Resolution Number:
March <u>12</u> , 2014	B.C.	2014-02

Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including ***Aitchelitz First Nation*** (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz First Nation;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweawkwoose First Nation.
- (together, the "Stó:lō First Nations")

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz First Nation;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;

- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Aitchelitz First Nation** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Aitchelitz First Nation** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Aitchelitz First Nation**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Aitchelitz First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Aitchelitz First Nation**.

HEREFORE BE IT RESOLVED THAT:

1. The **Aitchelitz First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Aitchelitz First Nation** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation**.

3. The **Aitchelitz First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Aitchelitz First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Aitchelitz First Nation** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the [insert band name] or the Ts'elxwéyeqw Tribe.
5. The **Aitchelitz First Nation** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Aitchelitz First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Aitchelitz First Nation** on March 12, 2014.

A Quorum for the AFN Chief and Council consists of: 2

.....
Angie Barber

(Chief - Signature)

.....
[Signature]

(Councilor - Signature)

.....

(Councilor- Signature)



Chawathil First Nation

**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

Chronological no. – N° consecutive
File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de	CHAWATHIL FIRST NATION	Cash free balance	
Date of duly convened meeting Date de l'assemblée dument convoquée	19 03 2014 DD / MM / YYYY	Province B.C.	Capital account Compte capital \$ _____
			Revenue account Compte revenu \$ _____

**DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:**

WHEREAS: The following Sto:lo First Nations, including Chawathil First Nation, entered into the Framework Agreement between the Sto:lo First Nations and British Columbia for the Strategic Engagement Agreement Pilot (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012;

- a. Aitchelitz Band
- b. Cheam First Nation
- c. Chawathil First Nation
- d. Leq'a:mel First Nation
- e. Scowlitz First Nation
- f. Shxw'ow'hamel First Nation
- g. Shxwha:y Village
- h. Skowkale First Nation
- i. Soowahlie First Nation
- j. Skawahlook First Nation
- k. Squiala First Nation
- l. Sumas First Nation
- m. Tzeachten First Nation; and
- n. Yakweakwioose First Nation
- o. (together, the "Sto:lo First Nations")

B. The Pilot Agreement commits the Sto:lo First Nations to, among other things, establish an effective government-to-Government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Sto:lo First Nations formed the Sto:lo Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Sto:lo First Nations in respect to fulfilling the Requirements of the Pilot Agreement

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;



Chawathil First Nation

**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

Chronological no. – N° consecutive
File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
 NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

			Cash free balance	
The council of the Le conseil de			Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dûment convoquée	19/03/2014 DD / MM / YYYY	Province B.C.	Revenue account Compte revenu	\$ _____

**DO HEREBY RESOLVE:
DÉCIDE PAR LES PRÉSENTES:**

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. Developing and maintaining a government-to-government forum between the Province and the Sto:lo First Nations;
 - b. The government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. Promotion of a dialogue between the Province and the Sto:lo First Nations on seeking consensus related to land and resource decisions;
 - d. An engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'olh Temexw;
 - e. Replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000.00 per year in funding to the Sto:lo First Nations through the Sto:lo Nation Society for the operations of the People of the River Referrals Office of the Sto:lo FIRST Nations; and
 - g. An option to negotiate an extension of the agreement
- E. The SSEAp Board will be replaced by the SSEA leadership Board (the "SSEA Board") under a new terms of reference that Will provide each Sto:lo First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals office;
- G. The People of the River Referrals Office is an administrative office with the Sto:lo Nation Society that receives referrals Assesses engagement levels, and, where authorized by the Sto:lo First Nations, identifies Aboriginal rights that may be Adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by The SSEA Board pursuant to the terms of reference.
- H. The Chief Negotiator has provided to the Chawathil First Nation a proposed final Strategic Engagement Agreement, dated For reference February 21, 2014, for review and approval, and has recommended that the Chawathil First Nation enter Into the Strategic Engagement Agreement;



Chawathil First Nation

**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

Chronological no. – N° consecutive
File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de		Cash free balance
Date of duly convened meeting Date de l'assemblée dument convoquée	19/03/2014 DD / MM / YYYY	Capital account Compte capital \$ _____
	Province B.C.	Revenue account Compte revenu \$ _____

**DO HEREBY RESOLVE:
DÉCIDE PAR LES PRÉSENTES:**



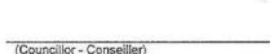
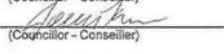

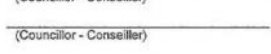


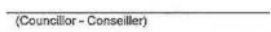
- i. The Sto:lo First Nations, the Chawathil First Nation and the Sto:lo Nation Society have Received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- j. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Chawathil First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Chawathil First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Chawathil First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Chawathil First Nation
3. The Chawathil First Nation Band Council authorizes the Sto:lo Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Chawathil First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office
4. The Chawathil First Nation authorizes the People of the River Referrals Office, as associated with the Sto:lo Nation Society, to act on behalf of the Chawathil First Nation for the purposes of the Strategic Engagement Agreement
5. The Chawathil First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Chawathil First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement

This Band Council Resolution was passed at a duly convened meeting of the Chawathil First Nation on _____ 2014.

Quorum: 4

 (Councillor - Conseiller)	 (Chief - Chef)	 (Councillor - Conseiller)
 (Councillor - Conseiller)	 (Councillor - Conseiller)	 (Councillor - Conseiller)
 (Councillor - Conseiller)	 (Councillor - Conseiller)	 (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE					
Expenditure - Dépenses	Authority (Indian Act section) – Autorité (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenu	Expenditure - Dépenses	Authority (Indian Act section) – Autorité (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenu - Revenu
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
Signature _____ Date _____			Signature _____ Date _____		



THE COUNCIL OF
THE CHEAM FIRST NATION

BCR No. 1412

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

DO HEREBY RESOLVE

WHEREAS:

- A. The following Stó:lō First Nations, including the Cheam First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where

authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Cheam First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Cheam First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Cheam First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Cheam First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE:

- 1. The Cheam First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The Cheam First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Cheam First Nation.
- 3. The Cheam First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Cheam First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The Cheam First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Cheam First Nation for the purposes of the Strategic Engagement Agreement.
- 5. The Cheam First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Cheam First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

1/3 BCR for Cheam First Nation (page4/4)

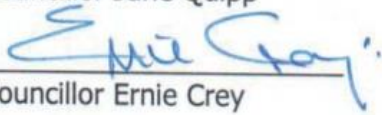
SIGNED THIS DAY, AT A DULY CONVENED MEETING: March 21, 2014 at Cheam First Nation, 52130 Old Yale Road, Rosedale, BC V0X 1X1

Quorum for this Council is four (4)

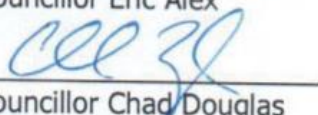

Chief Sidney Douglas


Councillor Darwin Douglas

Councillor June Quipp


Councillor Ernie Crey

Councillor Eric Alex


Councillor Chad Douglas

Leq'á:mel First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

A. The following Stó:lō First Nations, including ***Leq'á:mel First Nation***, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the "Stó:lō First Nations")

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the **Leq'á:melFirst Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Leq'á:mel First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Leq'á:mel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Leq'á:melFirst Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

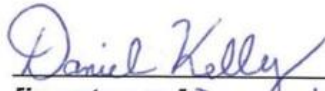
1. The **Leq'á:melFirst Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Leq'á:melFirst Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation**.
3. The **Leq'á:melFirst Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Leq'á:melFirst Nation** for the purposes of the Strategic Engagement Agreement.
5. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Leq'á:melFirst Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

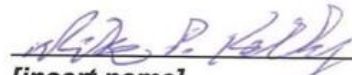
This Band Council Resolution was passed at a duly convened meeting of the **Leq'á:mel First Nation** on March 24, 2014.

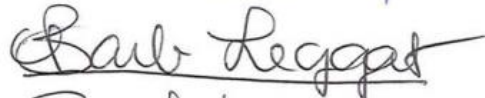
Quorum of Council is 4/7

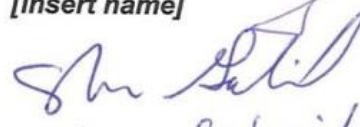

[insert name] DARREL MCKAMEY


[insert name] Justin Laslo


[insert name] Daniel Kelly


[insert name]


Barb Leggat


Shawn Brobriel

Scowlitz Indian Band
Band Council Resolution

Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

VHEREAS:

A. The following Stó:lō First Nations, including *[insert band name]*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:me! First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Scowlitz Indian Band a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Scowlitz Indian Band enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Scowlitz Indian Band and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Scowlitz Indian Band are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Scowlitz Indian Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Scowlitz Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band.
3. The Scowlitz Indian Band authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Scowlitz Indian Band authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Scowlitz Indian Band for the purposes of the Strategic Engagement Agreement.
5. The Scowlitz Indian Band authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Scowlitz Indian Band in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Scowlitz Indian Band on March 3, 2014.

Quorum of Council is 2

Melvin Hall
Melvin Hall

Margaret Chapman

Andy Phillips
Andy Phillips

Indian and Northern
Affairs Canada

Chronological No.: 2014-570-0306-067
File Reference:

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band funds.

The council of the Shxw̓ha:y Village	Current Capital Balance	\$ _____
District: South	Committed	\$ _____
Province: British Columbia	Current Revenue Balance	\$ _____
Place: Chilliwack, B.C.	Committed	\$ _____
Date of Duly Convened Council Meeting:		
<u>06</u> <u>03</u> AD 2014		
Day Month Year		

Shxw̓ha:y Village
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Shxw̓ha:y Village** (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mei First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow/hamel First Nation;
 - g. Shxw̓há:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and

A quorum for this Band consists of <u> 3 </u> Council Members

_____	_____	_____
Councillor	Councillor	Councillor
_____	_____	_____
Councillor	Councillor	Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	

1/6 BCR for Shxwha:y Village (page 2/4)

- n. Yakweakwoose First Nation.
(together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
 - a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwoose First Nation.
(together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;

A quorum for this Band consists of 3 Council Members

_____ Chief

_____ Councillor _____ Councillor _____ Councillor

_____ Councillor _____ Councillor _____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds <input type="radio"/> Capital <input type="radio"/> Revenue
	A. Capital	B. Revenue			
Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	

I/6 BCR for Shxwha:y Village (page 3/4)

- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Shxwha:y Village** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Shxwha:y Village** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Shxwha:y Village**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Shxwha:y Village** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Shxwha:y Village**.

A quorum for this Band consists of 3 Council Members

_____ Chief

_____ Councillor _____ Councillor _____ Councillor

_____ Councillor _____ Councillor _____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds
	A. Capital	B. Revenue			<input type="radio"/> Capital <input type="radio"/> Revenue
	\$	\$	\$		
Recommended			Approved		
_____	_____		_____	_____	
Date	Recommending Officer		Date	Approving Officer	
_____	_____		_____	_____	

I/6 BCR for Shxwha:y Village (page 4/4)

THEREFORE BE IT RESOLVED THAT:

1. The **Shxwha:y Village** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Shxwha:y Village** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxwha:y Village**.
3. The **Shxwha:y Village** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxwha:y Village** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Shxwha:y Village** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Shxwha:y Village** for the purposes of the Strategic Engagement Agreement.
5. The **Shxwha:y Village** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Shxwha:y Village**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Shxwha:y Village** on Mar. 6, 2014.

A quorum for this Band consists of 3 Council Members


Chief

Councillor

Councillor

Councillor

Councillor


Councillor


Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds o Capital o Revenue
	A. Capital \$	B. Revenue \$			
Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	

SHXW'OW'HAMEL FIRST NATION
BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

587

Chronological no. – N° consecutive
File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
 NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de	SHXW'OW'HAMEL FIRST NATION	Cash free balance	
Date of duly convened meeting Date de l'assemblée dûment convoquée	March 16, 2014	Capital account Compte capital	\$ _____
	Province B.C.	Revenue account Compte revenu	\$ _____

DO HEREBY RESOLVE:
 DÉCIDE PAR LES PRÉSENTES:

WHEREAS:

- A. The following Stó:lō First Nations, including **Shxwowhamel First Nation**, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.
- (together, the "Stó:lō First Nations")

- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;

- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
 - h. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- A. The SSEA Board will provide direction to the People of the River Referrals Office;
- B. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- C. The Chief Negotiator has provided to **Shxw'ow'hamel First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that **Shxw'ow'hamel First Nation** enter into the Strategic Engagement Agreement;
- D. The Stó:lō First Nations, **Shxw'ow'hamel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- E. Having reviewed the Strategic Engagement Agreement, Si:yam Council of the **Shxw'ow'hamel First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The **Shxw'ow'hamel Si:yam Council** approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. **Shxw'ow'hamel Si:yam Council** authorizes the ^{Si:yam}Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxw'ow'hamel First Nation**
3. **Shxw'ow'hamel First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxw'ow'hamel Si:yam Council** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. **Shxw'ow'hamel First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the for the purposes of the Strategic Engagement Agreement.
5. **Shxw'ow'hamel First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of **Shxw'ow'hamel First Nation** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of **Shxw'ow'hamel First Nation** on _____, 2014.

Quorum: FOUR (4)

[Signature]
(SI:YAM)

[Signature]
(SI:YAM)

[Signature]
(SI:YAM)

[Signature]
(SI:YAM)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE					
Expenditure - Depenses	Authority (Indian Act section) – Autorité (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenu	Expenditure - Depenses	Authority (Indian Act section) – Autorité (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenu
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
Signature		Date	Signature		Date
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
Signature		Date	Signature		Date

Skawahlook First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including *Skawahlook First Nation*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the *Skawahlook First Nation* a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Skawahlook First Nation* enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the *Skawahlook First Nation* and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Skawahlook First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The *Skawahlook First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The *Skawahlook First Nation* Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation*.
3. The *Skawahlook First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Skawahlook First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Skawahlook First Nation* for the purposes of the Strategic Engagement Agreement.
5. The *Skawahlook First Nation* authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Skawahlook First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the
Skawahlook First Nation on _____, 2014.

Quorum of Council is 2



Chief Maureen Chapman



Councillor Debra Schneider

Skowkale First Nation
Band Council Resolution

Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations, including **Skowkale First Nation**, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the **Skowkale First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Skowkale First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Skowkale First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Skowkale First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.


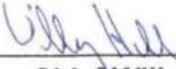
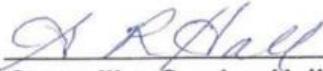
THEREFORE BE IT RESOLVED THAT:

1. The **Skowkale First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Skowkale First Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Skowkale First Nation**.
3. The **Skowkale First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Skowkale First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Skowkale First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Skowkale First Nation** for the purposes of the Strategic Engagement Agreement.
5. The **Skowkale First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Skowkale First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

1/9 BCR for Skowkale First Nation (page 4/4)

This Band Council Resolution was passed at a duly convened meeting of the **Skowkale First Nation** on March 12, 2014.

Quorum of Council is 3

 _____ Councillor James Archie	 _____ Chief Willy Hall	 _____ Councillor Gordon Hall
_____ Councillor Jeffery Point		_____ Councillor Gerald Sepass

Soowahlie Indian Band
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Soowahlie Indian Band**(the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakwekwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the

Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation

with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);

- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Soowahlie Indian Band** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Soowahlie Indian Band** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Soowahlie Indian Band** the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Soowahlie Indian Band** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Soowahlie Indian Band**

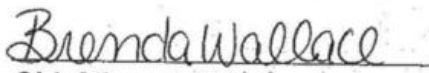
THEREFORE BE IT RESOLVED THAT:

1. The **Soowahlie Indian** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Soowahlie Indian** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band**.

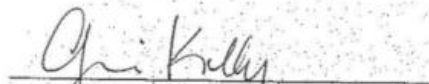
3. The **Soowahlie Indian Band** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Soowahlie Indian Band** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Soowahlie Indian Band** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the [insert band name] or the Ts'elxwéyeqw Tribe.
5. The **Soowahlie Indian Band** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Soowahlie Indian Band** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.


This Band Council Resolution was passed at a duly convened meeting of the **Soowahlie Indian Band** on March 26, 2014.

Quorum of Council is 3


Chief Brenda Wallace


Councillor Kevin Kelly


Councilor Grace Kelly


Councillor Lauren Backman



Squiala First Nation BAND COUNCIL RESOLUTION

Resolution # 2014-03-05

THE CHIEF AND COUNCIL
AT A DULY CONVENED MEETING
HELD ON March 27th, 2014

WHEREAS:

- A. The following Stó:lō First Nations including *Squiala First Nation* (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts’elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts’elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the “Ts’elxwéyeqw Tribe”)


- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S’ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Squiala First Nation* and the Ts’elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Squiala First Nation* enter into the Strategic Engagement Agreement;

- K. The Stó:lō First Nations, the *Squiala First Nation*, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Squiala First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the *Squiala First Nation*.

THEREFORE BE IT RESOLVED:

1. The *Squiala First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The *Squiala First Nation* Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the *Squiala First Nation*.
3. The *Squiala First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of *Squiala First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Squiala First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Squiala First Nation* for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the *Squiala First Nation* or the Ts'elxwéyeqw Tribe.
5. The *Squiala First Nation* authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Squiala First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

Quorum: any two (2) members of Chief and Council.


Chief David Jimmie


Councillor Stephen Jimmie


Councillor Allen Jimmie

Sumas First Nation >

2788 Sumas Mtn. Rd.
Abbotsford, BC V3G 2J2

BAND COUNCIL RESOLUTION

Chronological no.
File reference no. BCR 14-03-10

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.

The council of the	Sumas First Nation	Province	Cash free balance
Date of duly convened meeting	10 / 03 / 2014	BC	Capital account \$ _____
			Revenue account \$ _____

DO HEREBY RESOLVE:

WHEREAS:

- A. The following Stó:lō First Nations, including Sumas First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'ámel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'olh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the River Referrals Office of the Stó:lō First Nations; and
 - g. An option to negotiate an extension of the agreement.

I/12 BCR for Sumas First Nation (page 2/2)

- E. The SSEAp Board will be replaced by the SEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- H. The Chief Negotiator has provided to the Sumas First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Sumas First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Sumas First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Sumas First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Sumas First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Sumas First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Sumas First Nation.
3. The Sumas First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Sumas First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Sumas First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Sumas First Nation for the purposes of the Strategic Engagement Agreement.
5. The Sumas First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Sumas First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed by a quorum of Sumas First Nation Council on March 10, 2014.

Quorum: 3


 Chief Dalton Sawyer

 Councillor Jackie Bird
  Councillor Murray Ned
  Councillor Clint Tuttle

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer			Recommending officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		
Approving Officer			Approving Officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		



TS'ELXWÉYEQW TRIBE MANAGEMENT LIMITED (TTML)

DECISION NO. MARCH 11, 2014 – 03

TTML DIRECTORS' MEETING RESOLUTIONS

TOPIC	MOVED BY:	DECISION DATE
Strategic Engagement Agreement	Chief Angie Bailey Chief David Jimmie	March 11, 2014

ISSUE:

Approval of the multi-year Strategic Engagement Agreement with the Province of BC.

DECISION:

Consent resolution of all of the directors of Ts'elxwéyeqw Tribe Management Limited (the "company"), Acting in its capacity as general partner of Ts'elxwéyeqw Tribe Limited Partnership.

The undersigned, being all sole directors of the Company, HEREBY CONSENT in writing to the following resolution to have the same force and effect as if it had been passed at a meeting of the directors of the Company:

WHEREAS:

- A. The following Stó:lō First Nations (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
 - a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.

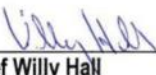

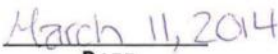
(together, the "Stó:lō First Nations")

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
 - a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwoose First Nation.

(together, the "Ts'elxwéyeqw Tribe")

- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SEA Leadership Board (the "SEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SEA Board;
- H. The SEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Stó:lō First Nations and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Stó:lō First Nations enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated February 28, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, the Executive of the Ts'elxwéyeqw Tribe are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe Limited Partnership on behalf of the Ts'elxwéyeqw Tribes

THEREFORE BE IT RESOLVED THAT:	
<ol style="list-style-type: none"> 1. The Ts'elxwéyeqw Tribe Limited Partnership approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement. 2. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Ts'elxwéyeqw Tribe Management Limited Executive to sign and enter into the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe. 3. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe Limited Partnership to be financially managed by the SEA Board, including for the operation of the People of the Rivers Referrals Office. 4. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Ts'elxwéyeqw Tribe Limited Partnership for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe. 5. The Ts'elxwéyeqw Tribe Limited Partnership authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Ts'elxwéyeqw Tribe Limited Partnership, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement, provided the People of the River Referrals Office keeps the Ts'elxwéyeqw Tribe Limited Partnership informed of its activities and subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe. 	
The foregoing resolution is hereby consented to in writing by all the Directors of the Company and is hereby passed as of the date hereinbefore set out.	
DATED effective as of the 11 th day of March, 2014	
PASSED UNANIMOUSLY	
FOLLOW-UP: EXECUTIVE TO EXECUTE THE STRATEGIC ENGAGEMENT AGREEMENT	
BY WHOM: Executive	DEADLINE: March 11, 2014
MATTER CLOSED	
STAMP	
 _____ Chief Willy Hall President	CERTIFIED CORRECT
 _____ Brianne Severn Administrative Assistant	 _____ DATE



Tzeachten First Nation
29-6014 Vedder Rd, Chilliwack, B.C. V2R 5M4
Telephone 604.846.4888 Fax 604.846.4889



TZEACHTEN FIRST NATION
Council Resolution RES 14-16
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including Tzeachten (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwoose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")

I/14 BCR for Tzeachten First Nation (page 2/4)

The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

The Strategic Engagement Agreement has a three year term that provides for the following;

- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
- b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
- c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
- g. an option to negotiate an extension of the agreement.

- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Tzeachten First Nation and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Tzeachten First Nation enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Tzeachten First Nation, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Tzeachten First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the Tzeachten First Nation.

THEREFORE BE IT RESOLVED THAT:

1. The Tzeachten First Nation Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Tzeachten First Nation Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the Tzeachten First Nation.

3. The Tzeachten First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Tzeachten First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Tzeachten First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Tzeachten First Nation for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Tzeachten First Nation or the Ts'elxwéyeqw Tribe.
5. The Tzeachten First Nation authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Tzeachten First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Tzeachten First Nation on March 14, _____, 2014.

A QUORUM for the Tzeachten First Nation consists of 3.



Chief Glenda Campbell



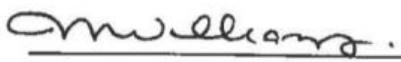
Councilor Catherine R. Hall



Councilor Anthony Malloway



Councilor Lawrence Roberts



Councilor Melanie Williams



Yakweakwioose Band
Ts'elxwéyeqw First Nation
7176 Chilliwack River Road, Chilliwack, B.C. V2B 4M1



Yakweakwioose First Nation
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including *Yakweakwioose First Nation* (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the “Ts'elxwéyeqw Tribe”)



Yakwekwioose Band
Ts'elkwéyaqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.



Yakweawkwoose Band

Ts'elxwéyeqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Yakweawkwoose First Nation* and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Yakweawkwoose First Nation* enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the *Yakweawkwoose First Nation*, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Yakweawkwoose First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the *Yakweawkwoose First Nation*.

THEREFORE BE IT RESOLVED THAT:

1. The *Yakweawkwoose First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The *Yakweawkwoose First Nation* Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the *Yakweawkwoose First Nation*.



Yakweawkwoose Band
Ts'elxwéyeqw First Nation

7176 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



3. The *Yakweawkwoose First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Yakweawkwoose First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Yakweawkwoose First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Yakweawkwoose First Nation* for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Yakweawkwoose First Nation or the Ts'elxwéyeqw Tribe.
5. The *Yakweawkwoose First Nation* authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Yakweawkwoose First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the *Yakweawkwoose First Nation* on MARCH 20, 2014.

Quorum of Council is 2.


Chief


Councillor

Councillor

Indian and Northern
Affairs Canada

Chronological No.: 573 February 29, 2016
File Reference: SEA AGREEMENT

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band funds.

The council of the Skwah First Nation	Current Capital Balance	\$ _____
District: South	Committed	\$ _____
Province: British Columbia	Current Revenue Balance	\$ _____
Place: Chilliwack	Committed	\$ _____
Date of Duly Convened Council Meeting:		
<u>05</u> Day	<u>03</u> Month	AD 201 <u>6</u> Year

**Skwah First Nation
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

A. The following Signatory First Nations, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement (the "SEA Agreement")*, dated for reference April 1, 2014 and as amended on November 5, 2014, February 16, 2015 and ~~Winter~~ ^{Spring (April 25 2016) - PMK} 2016:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwoose First Nation.
- (together the "Stó:lō First Nations")

A quorum for this Band
consists of 3
Council Members

_____ Chief

_____ Councillor _____ Councillor _____ Councillor

_____ Councillor _____ Councillor _____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds o Capital o Revenue
	A. Capital	B. Revenue			
Recommended	\$ _____	\$ _____	Approved	_____	_____
Date	Recommending Officer		Date	Approving Officer	

- B. The SEA Agreement commits the foregoing Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- C. As part of the SEA Agreement the foregoing Stó:lō First Nations formed the S'ólh Téméxw Stewardship Alliance (the "STSA") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the SEA Agreement;
- D. The STSA has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by STSA Chair Otis Jasper, PRRO staff and legal counsel;
- E. The **Skwah First Nation** are not a party to the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement (SEA Agreement)* and wish to be a signatory to the Strategic Engagement Agreement.
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement (FCRSA) with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and

A quorum for this Band consists of 3 Council Members

_____ Chief

_____ Councillor _____ Councillor _____ Councillor

_____ Councillor _____ Councillor _____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds
	A. Capital	B. Revenue	\$		o Capital o Revenue
Recommended			Approved		
_____	_____		_____	_____	_____
Date	Recommending Officer		Date	Approving Officer	

I/16 BCR for Skwah First Nation (page 3/4)

g. an option to negotiate an extension of the agreement.

- G. The S'ólh Téméxw Stewardship Alliance(STSA) will provide each Stó:lō First Nation with membership on the STSA ;
- H. The STSA will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the STSA pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Skwah First Nation** a proposed final Strategic Engagement Agreement, dated for reference ^{(Agri 25 2016) - DMS} ~~June~~ 2016, for review and approval, and has recommended that the Skwah First Nation enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Skwah First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the initial Strategic Engagement Agreement from legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Skwah First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The **Skwah First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Skwah First Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Skwah First Nation**.
3. The **Skwah First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Skwah First Nation** to be financially managed by the STSA including for the operation of the People of the Rivers Referrals Office.

A quorum for this Band consists of 3 Council Members

_____ Chief

Councillor _____ Councillor _____ Councillor

Councillor _____ Councillor _____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds <input type="radio"/> Capital <input type="radio"/> Revenue
	A. Capital	B. Revenue			
Recommended	\$	\$	Approved		
Date	Recommending Officer		Date	Approving Officer	

4. The **Skwah First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Skwah First Nation** for the purposes of the Strategic Engagement Agreement.
5. The **Skwah First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Skwah First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Skwah First Nation** on March 3, 2016.

Quorum of Council is 3

A quorum for this Band consists of 3 Council Members

Robert Lambert
 Chief

 Councillor

Sheila Stewart
 Councillor

Leslie Hillman
 Councillor

 Councillor

 Councillor

 Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	



KWAW KWAW APILT FIRST NATION

8775 Ashwell Road, Chilliwack, BC V2P 7E4

Band Council Resolution Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

WHEREAS:

A. The following Signatory First Nations, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement* (the "**SEA Agreement**"), dated for reference April 1, 2014 and as amended on November 5, 2014, February 16, 2015 and ~~Winter~~ 2016:

- a. Aitchelitz Band;
- b. Cheam First Nation;
- c. Chawathil First Nation;
- d. Leq'á:mel First Nation;
- e. Scowlitz First Nation;
- f. Shxw'ow'hamel First Nation;
- g. Shxwhá:y Village;
- h. Skowkale First Nation;
- i. Soowahlie First Nation;
- j. Skawahlook First Nation;
- k. Squiala First Nation;
- l. Sumas First Nation;
- m. Tzeachten First Nation; and
- n. Yakweakwoose First Nation.

(together the "Stó:lō First Nations")

Spring
(April 25 2016) -DMS

B. The SEA Agreement commits the foregoing Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

C. As part of the SEA Agreement the foregoing Stó:lō First Nations formed the S'ólh Téméxw Stewardship Alliance (the "STSA") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the SEA Agreement;

- D. The STSA has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by STSA Chair Otis Jasper, PRRO staff and legal counsel;
- E. The ***Kwaw-kwaw-Apilt First Nation*** are not a party to the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement (SEA Agreement)* and wish to be a signatory to the Strategic Engagement Agreement.
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement (FCRSA) with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The S'ólh Téméxw Stewardship Alliance (STSA) will provide each Stó:lō First Nation with membership on the STSA ;
- H. The STSA will provide direction to the People of the River Referrals Office;

- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the STSA pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Kwaw-kwaw-Apilt First Nation** a proposed final Strategic Engagement Agreement, dated for reference ~~Winter~~ ^(April) ~~Spring~~ 2016, for review and approval, and has recommended that the Kwaw-kwaw-Apilt First Nation enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Kwaw-kwaw-Apilt First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the initial Strategic Engagement Agreement from legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Kwaw-kwaw-Apilt First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The **Kwaw-kwaw-Apilt First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Kwaw-kwaw-Apilt First Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Kwaw-kwaw-Apilt First Nation**.
3. The **Kwaw-kwaw-Apilt First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Kwaw-kwaw-Apilt First Nation** to be financially managed by the STSA including for the operation of the People of the Rivers Referrals Office.
4. The **Kwaw-kwaw-Apilt First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the

Kwaw-kwaw-Apilt First Nation for the purposes of the Strategic Engagement Agreement.

5. The **Kwaw-kwaw-Apilt First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Kwaw-kwaw-Apilt First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Kwaw-kwaw-Apilt First Nation** on March 3, 2016.

Quorum of Council is



Chief Betty Henry



COUNCILLOR SANDRA JOE

This page is intentionally left blank

**STO:LO FIRST NATIONS STRATEGIC ENGAGEMENT AGREEMENT
AMENDING AGREEMENT**

WHEREAS the Province and Stó:lō First Nations entered into a Strategic Engagement Agreement ("SEA") which came into effect April 1, 2014.

WHEREAS 18.6 of the SEA provides, *inter alia*, that the Parties may amend Appendix C of the SEA by written agreement of the G2G Co-Chairs.

WHEREAS Appendix C of the SEA was amended by written agreement of the G2G Co-Chairs on November 5, 2015.

THEREFORE the G2G Co-Chairs agree as follows:

1.1 1.5 of Appendix C (Batching) is deleted and replaced with the following:

"1.5 **Batching.** The Parties agree that with prior discussion with and agreement of the Working Group, referrals that relate to replacements of existing tenures, may be batched into a single Referral Package in advance of an Application in relation to any single tenure."

1.2 2.5 of Appendix C (PRRO Rapid Appraisal) is amended by adding the following after 2.5 d.:

"e. identify to the Provincial Agency or Delegate the dates by which the preliminary response is due under 3.2 and the final response is due under 4.4, 4.5, or 4.6 as the case may be."

1.3 4.4 of Appendix C (Engagement Level 1) is amended by deleting 4.4 e. and adding the following after 4.4 d.:

"e. the PRRO will notify the Stó:lō First Nation(s), and any Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.

f. Notwithstanding 4.4 (a) through (e), where a Proposed Activity is an Application under *Land Act* referred to in Article 9 (*Land Act* Tenure Replacements) of Appendix C, the Parties will follow the engagement process set out in Table 5."

1.4 4.5 of Appendix C (Engagement Level 2) is amended by deleting 4.5 g. and replacing it with the following::

“g. the PRRO will notify the Stó:lō First Nation(s), and any Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.”

- 1.5 4.6 of Appendix C (Engagement Level 3) is amended by deleting 4.6 g. and replacing it with the following::

“g. the PRRO will notify the Stó:lō First Nation(s), and any Relevant Stó:lō First Nation(s) who has not provided a final response independently, of the decision made regarding the Application.”

- 1.6 4.7 of Appendix C (Engagement Level 4) is deleted and replaced with the following:

“4.7 Engagement Level 4 (Special Projects). When a final Engagement Level for an Application has been established as Engagement Level 4, the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s) will undertake the following:

- a. the Provincial Agency or Delegate will propose to the Relevant Stó:lō First Nation(s) and the PRRO an engagement process for that Proposed Activity; and
- b. the relevant Parties will undertake the process proposed under paragraph (a) or seek to develop an agreed-upon process of engagement for that Proposed Activity within 20 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; and
- c. if requested by the relevant Parties, discussions may be undertaken through the G2G Forum Working Group of this Agreement to reach agreement on a process of engagement, and the Working Group may provide coordination for the agreed upon process.”

- 1.7 4.8 of Appendix C (Specialized Engagement Steps) is deleted and replaced with the following:

“4.8. Specialized Engagement Steps. Where a Proposed Activity is an Application under the *Forest Act*, *Mines Act* or *Heritage Conservation Act* that is referred to in Article 8 of Appendix C, the Parties will follow the engagement process for that Application set out in the applicable Table.”

1.8 Table 1 of Appendix C (Engagement Matrix) is deleted and replaced with the following table:

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Ecosystems		Forest and Range Practices Act related statutory decisions <ul style="list-style-type: none"> General wildlife measures 	Forest and Range Practices Act <ul style="list-style-type: none"> Government Action Regulations (GAR) -- exemptions 	Forest and Range Practices Act <ul style="list-style-type: none"> Government Action Regulations (GAR) - designation and amendments 		
Forests and Range (Timber Supply)			Timber Supply Area <ul style="list-style-type: none"> Allowable annual Cut (AAC) [Section 18 of the Forest Act] transfer, TSA AAC postponement. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> AAC uplift disposition AAC TSR re-apportionment. AAC TSA license consolidation or subdivision. AAC for Area Based Tenures: Tree Farm Licence, Community Forest Agreement (CFA), First Nation Woodland Licence, Woodlot Licence. <ul style="list-style-type: none"> AAC Determination process. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> Determination, Data Package review, Timber Supply Analysis. 	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Forests and Range (Licenses)	<ul style="list-style-type: none"> Tree Farm Licence (TFL) <ul style="list-style-type: none"> ▪ Licence transfer Forest Licence (FL) / Non replaceable forest licence (NRFL) <ul style="list-style-type: none"> ▪ Licence transfer. Woodlot Licence (WL) <ul style="list-style-type: none"> ▪ Transfer. Woodlot Licence/Timber Licence/ Licence to Cut <ul style="list-style-type: none"> ▪ Licence transfer. 	<ul style="list-style-type: none"> Tree Farm Licence (TFL) <ul style="list-style-type: none"> ▪ TFL consolidation, and subdivision, private land removal, amendment. Community Forest Agreement (CFA) <ul style="list-style-type: none"> ▪ Boundary/area amendment. Forest Licence (FL) / Non replaceable forest licence (NRFL) <ul style="list-style-type: none"> ▪ Extension, FL consolidation, and subdivision, amendment Woodlot Licence (WL) <ul style="list-style-type: none"> ▪ Private land removal, boundary/area amendment. 	<ul style="list-style-type: none"> Tree Farm Licence (TFL) <ul style="list-style-type: none"> ▪ Issuance, replacement, major, replacement. Community Forest Agreement (CFA) <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. Forest Licence (FL) / Non replaceable forest licence (NRFL) <ul style="list-style-type: none"> ▪ Issuance, replacement (FL only), major amendment Woodlot Licence (WL), FN Woodlot Licence (FNWL), <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment Salvage, Community Salvage Licence, Licence to Cut <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment Timber Licence <ul style="list-style-type: none"> ▪ Extension 	<ul style="list-style-type: none"> Government Actions Regulation Orders and Land Act decisions <ul style="list-style-type: none"> ▪ Establishing resource conservancies or major amendment (e.g. Old Growth Management Areas (OGMA), Visual 		
Forests and Range (Administrative and Operational Plans)	<ul style="list-style-type: none"> Silviculture Prescription amendment <ul style="list-style-type: none"> ▪ Submissions under the Forest Practices Code (FPC) (e.g. Stocking standard amendment). Forest Stewardship Plan, Woodlot Licence Plan 	<ul style="list-style-type: none"> Conservancy minor amendment <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. Forest Stewardship Plan, Woodlot Licence Plan 	<ul style="list-style-type: none"> TFL, WL, CFA, FNWL Management Plans <ul style="list-style-type: none"> ▪ Amendment. 			

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> ▪ Amendments not requiring approval. Conservancy minor amendment: <ul style="list-style-type: none"> ▪ OGMA alteration¹ 	<ul style="list-style-type: none"> ▪ Minor amendments requiring approval or plan extensions. 		<p>Quality Objectives (VQO), Scenic areas,, Resource features, etc).</p> <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ New or major amendment. 		
Forests and Range (Cutting Authority)	<p>Road Use Permit</p> <ul style="list-style-type: none"> ▪ Issuance, or amendment <p>Free Use Permit</p> <ul style="list-style-type: none"> ▪ New or amendment (e.g. Cultural Use, firewood, other). <p>Christmas Tree Permit</p> <ul style="list-style-type: none"> ▪ Permit to grow and harvest Christmas trees. <p>Approval to Scale special Forest Products (within existing and active cutting permit)</p>	<p>Forest Service Road</p> <ul style="list-style-type: none"> ▪ New construction, including re-alignments. <p>Works Permit/ General Works (government contract)</p> <ul style="list-style-type: none"> ▪ Issuance, or amendment ▪ Road maintenance ▪ Road deactivation. <p>Free Use Permit,</p> <ul style="list-style-type: none"> ▪ Designation of firewood cutting area for the public. <p>Misc. Forest Tenure - Forest Act (s.52) Cutting or Occupancy by government or agent (e.g. heliport construction not within cutblock or road).</p> <p>Small scale salvage/ Forest Licence to Cut</p> <ul style="list-style-type: none"> ▪ Issuance, major amendment. 	<p>Occupant License to Cut</p> <ul style="list-style-type: none"> ▪ Issuance. 			<p>Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP)</p> <ul style="list-style-type: none"> ▪ Development/ issuance or major amendment.

¹ OGMA alteration: Refers to minor alterations allowed within OGMA Legal Objectives in established Landscape Unit Orders.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Forests and Range (Occupancy License)	Special use permit (SUP) ▪ Assignment.	Special Use Permit (SUP) ▪ New ▪ Amendment ▪ Replacement				
Forests and Range (Transfer or Assignments)	Transfer or Assignment of Forest Tenure					
Forests and Range (Silviculture Activities)	Activities: ▪ Planting ▪ Manual Brushing ▪ Juvenile spacing / pruning.	Activities: ▪ Fertilization.				
Forests and Range (Recreation)		Recreation ▪ Dis-establish recreation site or trail ▪ Protection of recreation resource on Crown land	Recreation ▪ Establish or construction of new site, trail, or interpretive forest site and objectives.			
Forests and Range (Range)		Grazing/Hay Cutting Permits ▪ Issuance, amendment Grazing or Hay Cutting Licence/Permit ▪ Boundary change or amendment, transfer, relinquished tenure.	Grazing/Hay Cutting Licence ▪ Issuance, replacement, major amendments, boundary changes Range Use Plan or Range Stewardship Plan ▪ Amendment, extension.	Range Use Plan or Range Stewardship Plan ▪ Issuance		

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Heritage Conservation Act						Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including: issuance of s. 12 permits issuance of s.14 permits
Land Tenures	<ul style="list-style-type: none"> ▪ Assignments of tenures ▪ Notation of interest files 	<p>Activities with minor or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Administrative applications including premature renewals, tenure replacements minor amendments to existing tenures (term change; purpose change). ▪ Community or institutional uses: Nominal Rent tenures and associated buildings with less than 1 ha site footprint and no new road access ▪ Navigation aids, including beacons ▪ Work permits for maintenance of 	<p>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Gravel pits or quarries with annual production <100,000 tonnes ▪ Communication sites and associated buildings with more than 1 ha site footprint and / or new road access ▪ New roads less than 2 km in length ▪ New utility rights-of-way less than 2 km in length ▪ Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking. 	<p>Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ New wilderness lodges ▪ Fee simple transfers of previously un-tenured lands (remote) ▪ Gravel pits or quarries with annual production of 100,000 to 500,000 tonnes ▪ New roads greater than 2 km in length ▪ New utility rights-of-way greater than 2 km in length ▪ Commercial recreation involving motorized or intensive uses, including heli-skiing ▪ Intensive agriculture in an area less than 15 ha 	Clean Energy Project-General Area License	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
Mineral Exploration⁵	Non-mechanized mineral exploration work with no permit.	existing infrastructure or with no incremental disturbance footprint <ul style="list-style-type: none"> Transfers of administration between Provincial Agencies and Provincial Federal Agencies Establishment of Map Reserves (Section 17) in which a higher level of engagement is required prior to development. Investigative permits Special events Section 16 Map Reserves- no development 	and guided nature tours <ul style="list-style-type: none"> General commercial General industrial² General log handling and storage³ Residential licenses; private moorage Legalizations of recreational / residential cabins Forfeited residential lots Section 16 Map Reserves - development Clean Energy Project- Investigative License 	<ul style="list-style-type: none"> Extensive Agricultural tenures Fee simple sales Heavy industrial activities, such as industrial parks, within the developed area; intensive log handling and storage.⁴ Community Institutional Policy: Sponsored Crown Grants 	Inspector determines Mines Development Review Committee	Mineral exploration activities which are deemed authorized

² **General industrial:** the use of Crown upland and/or aquatic land to conduct a business enterprise involving the storage, manufacture, assembly, testing, servicing, repairing, fabrication, wrecking, salvaging, processing or production of all goods and materials, including the selling of industrial equipment.

³ **General Log handling and storage:** the use of Crown land for industrial activities and related improvements for log dumping, storage, sorting, booming and barging in remote areas and other areas not associated with intensive log handling.

⁴ **Intensive Log Handling and storage:** the use of Crown land for industrial activities and related improvements directly associated with a wood conversion facility (e.g. sawmill, pulpmill, plywood mill) and/or an integrated operational facility such as a centralized dry land or aquatic log sort, and includes, without limitations, log storage and holding areas, jacksaddlers, feeder pockets, hot ponds, wharves and floats, float-camp sites, pilings and areas of fill directly associated with those facilities.

⁵ **Mineral exploration:** includes Notices of Work, annual or multi-year, which contain a reclamation plan (closure plan)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
		<ul style="list-style-type: none"> Induced Polarization Survey⁶ Date extension of Notice of Work and Leases – Coal, Mineral, Placer⁷ 	<ul style="list-style-type: none"> explosives Helicopter supported drill program Re-opening of existing roads or trails within in previously disturbed areas Existing placer mining operations 	<ul style="list-style-type: none"> New access development where previous access has only been by water or air New underground development for mineral exploration purposes New placer mining operations Bulk samples 		
Aggregate Development			Aggregate development, sand and gravel quarry and industrial quarry <100,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits 	Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits 		
Parks and Protected Areas	Assignments of permits Film Permits <ul style="list-style-type: none"> All park film permits⁹ Commercial Recreation Permits	Land Use Occupancy Permits <ul style="list-style-type: none"> Existing land use occupancy permit (renewal) Commercial Recreation	Land Use Occupancy Permits <ul style="list-style-type: none"> New land use occupancy permit (including fixed roof accommodation facilities) 	Protected Area Designations <ul style="list-style-type: none"> New parks or protected areas 		

⁵ Mineral or Coal Exploration Drill Programs: Mineral or coal exploration drill programs in the permitted area of disturbance of a producing mineral or coal mine that is currently operating are deemed authorized (Specialized Engagement Steps)

⁶ Induced Polarization Surveys: IP Surveys using exposed electrodes, and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, are deemed authorized (Specialized Engagement Steps)

⁷ Term extension: Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Specialized Engagement Steps)

⁹ Parks Film Permits (Level 0) – As per the Park Use Operational Policy – Park Use Permits: the Province has a maximum of 5 business days to process applications.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> ▪ Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance ▪ Special events using existing facilities and with no disturbance <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities that do not involve invasive sampling methods and/or improvements <p>Park Operations – Other</p> <ul style="list-style-type: none"> ▪ Small and medium scale ecosystem restoration projects (< 1ha) 	<p>Permits</p> <ul style="list-style-type: none"> ▪ Commercial recreation using existing facilities ▪ Guided outfitting and angling using existing facilities <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities that involve potentially invasive sampling methods, and/or improvements <p>Park Operations – Other</p> <ul style="list-style-type: none"> ▪ Larger scale ecosystem restoration projects (> 1ha) 	<p>Commercial Recreation Permits</p> <ul style="list-style-type: none"> ▪ Commercial recreation requiring new facilities ▪ Guided outfitting and angling requiring new facilities <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities related to investigative use <p>Park Operations – Facilities</p> <ul style="list-style-type: none"> ▪ New facility development, or construction <p>Protected Area Designations</p> <ul style="list-style-type: none"> ▪ Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park). <p>Park Boundary Amendments</p> <ul style="list-style-type: none"> ▪ Amendments to park boundaries <p>Vegetation management for right-of-ways – selective management of</p>			
Pesticides	<ul style="list-style-type: none"> ▪ All Licenses except for forest pest, noxious weeds and industrial 	<ul style="list-style-type: none"> ▪ Pest management plans for railways – ballast area, switches, maintenance yards, 	<ul style="list-style-type: none"> ▪ Vegetation management for right-of-ways – selective management of 	<ul style="list-style-type: none"> ▪ Forest pest management plans for – management of vegetation to benefit 		

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	vegetation	<p>treatment of selected trees & shrubs outside ballast area</p> <ul style="list-style-type: none"> Vegetation management plans for right-of-ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access Mosquito and biting fly management plans for areas with public access 	<p>encroaching trees & shrubs or with public access</p> <ul style="list-style-type: none"> Vegetation management plans for industrial sites on public land – general selective vegetation management, or with public access Vegetation management plans for noxious weeds on sites with public access Pesticide Use permits 	<p>seedling growth, or managing insect outbreaks (5 year plans) pending further discussion</p> <ul style="list-style-type: none"> Forest licensee treatments of forest pests 		
Waste Management	<ul style="list-style-type: none"> New registration – Municipal Wastewater Regulation – small (22.5 m³/day to 50m³/day) New registration – Municipal Wastewater Regulation – large (>50m³/day) Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation) New Registration - 	<ul style="list-style-type: none"> New effluent permits or approvals – small (garbage, solid waste) – small Significant amendments – small approvals (as defined in the Public Notification Regulation) New air permits or approvals Solid waste operating certificate (authorized under solid waste 	<ul style="list-style-type: none"> New effluent approvals other waste discharges – large¹⁰ New refuse approvals – large¹¹ Operational certificate (authorized under solid waste management plans) if outstanding St-10 First Nations concerns with solid waste management plan New refuse permits (garbage, solid waste) – small 	<ul style="list-style-type: none"> New refuse permits – large¹² New effluent permits other waste discharges – large Significant amendments – permits or large approvals (as defined in the Public Notification Regulation) Liquid waste management plans Solid waste management plans (consultation) 		

¹⁰ Large effluent discharge: any effluent discharge greater than 50m³/day

¹¹ Large refuse discharge: any refuse discharge greater than 500m³/yr or with a total landfill design capacity of greater than 5000m³ (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

¹² Large refuse permit: e.g.: garbage, solid waste, e.g.: municipal landfill

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> Vehicle Dismantling and Recycling Industry Environmental Planning Regulation - ▪ New Registration - Asphalt Plant Regulation ▪ New Facility Registrations - Hazardous Waste Regulation 	<ul style="list-style-type: none"> management plans) if no outstanding Stó:lo First Nations concerns with solid waste management plan ▪ Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Stó:lo First Nations concerns with liquid waste management plan 		<ul style="list-style-type: none"> undertaken by Regional Districts and Municipalities) <ul style="list-style-type: none"> ▪ Area Based Management Plans – Plan Development 		
Water	<ul style="list-style-type: none"> ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (a) extend the time set for beginning construction of the works; - (b) extend the time set for completion of the works; - (c) extend the time set for making beneficial use of the water; - (e) correct an error in the licence; - (f) remove a provision of the licence that is inconsistent with this Act; - (g) authorize the 	<ul style="list-style-type: none"> ▪ Domestic Licences ≤ 500 gad ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (d) authorize additional or other works than those previously authorized; - (h) extend the term of the licence; - (i) increase or reduce the quantity of water authorized to be diverted or stored if it appears to have been erroneously estimated. ▪ Short Term Use of water approvals (Section 8) 	<ul style="list-style-type: none"> ▪ All other Licences <25,000 gad ▪ Section 9 applications, except for emergency situations 	<ul style="list-style-type: none"> ▪ Licences with a Water Development plan (>25,000 gad) 	<ul style="list-style-type: none"> ▪ Clean Energy Projects ▪ Water Management Plans ▪ Water Allocation Plans 	<ul style="list-style-type: none"> ▪

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
	<ul style="list-style-type: none"> ▪ use of water for some purpose other than that specified in the licence; ▪ Transfer of appurtenancy of an authorization (Section 19) ▪ Apportionment of rights under licence (Section 20) ▪ Part 7 Notification Regulations of Section 9 work in and about a stream (Water Regulation Section 44) ▪ Amendment of a Section 9 approval if it's related to: <ul style="list-style-type: none"> - correct an error in the approval; - remove a provision of the approval that is inconsistent with this Act; - extend the time set for completion of the works; - extend the term of the Approval; ▪ Compliance and Enforcement Orders ▪ Emergency Approvals (case by case basis) 	<ul style="list-style-type: none"> ▪ Amendment of an Section 9 approval not listed under level 0; 				

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)	Specialized Engagement Steps (Article 8)
<p>General (only applies for statutory decisions and activity types not specified elsewhere in this table)¹³</p>	<ul style="list-style-type: none"> ▪ Short-term or seasonal activities ▪ No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas ▪ No new permanent access¹⁴ ▪ No or very small permanent infrastructure ▪ Non-exclusive tenures¹⁵ ▪ Administrative Applications¹⁶ where there are no historic issues and no new impacts. 	<ul style="list-style-type: none"> ▪ New minor to moderate surface disturbance in previously disturbed areas ▪ Minor to moderate new permanent access ▪ New minor to moderate sized permanent infrastructure ▪ Semi-exclusive tenures (potential to limit some other land uses) ▪ Administrative applications where there are potential historic issues and no low-to-moderate new impacts 	<ul style="list-style-type: none"> ▪ Moderate to significant new ground disturbance ▪ Moderate to significant new permanent access (expands permanent access network) ▪ Moderate to large sized new permanent infrastructure ▪ Exclusive tenures (likely to limit other land uses) ▪ Administrative applications where there are identified historic issues with moderate-to-significant new impacts ▪ Large or extensive new permanent infrastructure 	<ul style="list-style-type: none"> ▪ Relates to a complex Application with significant new impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3. 	<ul style="list-style-type: none"> ▪ 	

¹³

General: applies where specific guidance has not been applied elsewhere in Table 1 for activities under legislation identified in Appendix B (List of Applicable Legislation) of the SSEA.

¹⁴

Permanent access: means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

¹⁵

Exclusive tenure: means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

¹⁶

Administrative application: means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

1.9 8.0 of Appendix C (Specialized Engagement Steps) is deleted and replaced with "SPECIALIZED ENGAGEMENT STEPS:"

1.10 8.1 of Appendix C (Forest Act) is deleted and replaced with the following:

"8.1 **Forest Act.** The Parties agree that the steps set out in Table 2 below apply to the following forest authorizations under the *Forest Act*:

- Timber Sale License (TSL);
- Cutting Permit (CP); and
- Road Permit (RP)."

1.11 8.3 of Appendix C (Mines Act) is deleted and replaced with the following:

"8.3 **Mines Act.** The Parties agree that the steps set out in Table 3 below apply to the following exploration activities that are deemed authorized under the *Mines Act* Permit Regulation (here after called "deemed authorizations"):

- a. induced polarization (IP) surveys using exposed electrodes;
- b. mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating; and
- c. extending the term of mineral or coal exploration activities by up to two years."

1.12 8.4 of Appendix C (Heritage Conservation Act) is deleted and replaced with the following:

"8.4 **Heritage Conservation Act.** The Parties agree that the steps set out in Table 4 below apply to the Applications for permits under sections 12 or 14 of the *Heritage Conservation Act*."

1.13 Appendix C is amended by adding the following after Table 4:

"9.0 LAND ACT TENURE REPLACEMENTS

9.1 **Land Act Tenure Replacements.** The Parties agree that the engagement processes set out in Table 5 below will apply to the referrals that relate to the replacement of *Land Act* tenures in Zone A.

Table 5

STEPS	<i>Land Act</i> : Batching of Replacement Tenures
1.0	<p>1.1 Initial Referral. In October of each year, the Provincial Agency will provide the PRRO with a list of the <i>Land Act</i> tenures in Zone A that expire and are anticipated to be replaced between April 1st and March 31st of the following calendar year (the "Batched Referral List"). The Batched Referral List will be in the form of an excel spreadsheet and include, for each tenure, the following information:</p> <ul style="list-style-type: none"> a. Land Officer's contact name, phone number, email; b. Tenure Purpose & Type; c. Issuing agency file number; d. Area; e. Location; f. Tenure Subpurpose & Subtype, if any; g. Tenure holder's legal name and address; h. Tenure start and expiry date; i. The latest date on which a rapid appraisal, preliminary response, and final response required by 2.1, 3.1 and 5.1 of this Table may be provided; and j. GIS compatible digital files. <p>1.2 Incomplete Referral Package. If the Batched Referral List is incomplete, and the PRRO notifies the Provincial Agency of the omission(s) within 5 Business Days of its receipt, the Provincial Agency will provide a revised, complete Batched Referral List within 5 Business Days of the PRRO's notification of omissions.</p> <p>1.3 Additional Information. For each expiring tenure, at least 95 Business Days before the tenure expiry date, if the PRRO requests the following information regarding a tenure, the Provincial Agency will, if it is readily available, supply that information within 5 Business Days of the request:</p> <ul style="list-style-type: none"> a. the tenure holder's phone number and email address; b. additional supporting information provided by the tenure holder.
2.0	<p>2.1 Rapid Appraisal. Once the PRRO receives a complete Batched Referral List, the PRRO will enter (publish) the Batched Referral List in Stó:lō Connect, and will, for each tenure:</p> <ul style="list-style-type: none"> a. review the Batched Referral List and any information in respect of it provided under 1.3 of this Table; b. determine if it will provide a final response or instead defer to the response(s) of a non-signatory First Nation; and c. provide a rapid appraisal to the Provincial Agency at least 95 Business Days before the tenure expiry date which will indicate: <ul style="list-style-type: none"> i. with reference to the criteria set out under 2.6 of Appendix C, either confirm that Engagement Level 1 is appropriate or propose a different Engagement Level.

	<ul style="list-style-type: none"> ii. the PRRO's determination of the latest date on which the preliminary response and the final response required by 3.1 and 5.1 of this Table may be provided, and iii. whether the response to the tenure will be deferred to a non-signatory First Nation. <p>2.2 Confirmation of response dates. If there is a discrepancy between the preliminary response and final response dates identified, the PRRO and the Provincial Agency will attempt to resolve it.</p> <p>2.3 Disagreement regarding Engagement Level. If there is a disagreement between the Provincial Agency and PRRO regarding the Engagement Level the Parties will follow the steps set out in 2.7 of Appendix C.</p>
3.0	<p>3.1 Preliminary Response. If Engagement Level 1 is confirmed under 2.1 (c) of this Table, the PRRO will provide a preliminary response to the Provincial Agency at least 80 Business Days before the tenure expiry date. The PRRO will take the actions required by 3.1 of Appendix C; and the contents of a preliminary response will include the information required by 3.4 (a) – (g) of Appendix C.</p> <p>3.2 Request for Alternate Preliminary Response Time. If a preliminary response cannot be provided within the above noted 80 Business Days the PRRO may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p> <p>3.3 No Preliminary Response Received. If the PRRO has not provided a preliminary response within the above noted 80 Business Days, or an agreed-upon revised timeframe under Step 3.2, the actions under Step 4.0 and timelines under 5.0 will commence immediately.</p>
4.0	<p>4.1 Engagement. Following the receipt of a preliminary response, which indicates that a final response is intended, or conclusion of the preliminary response timeframe under 3.0 of this Table, the Provincial Agency will contact the PRRO and/or Relevant Stó:lō First Nations to discuss the views of the Provincial Agency and the Stó:lō First Nations identified under 3.4 (a) of Appendix C regarding the proposed replacement of the tenure. Parties will attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under 3.4 (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;</p>
5.0	<p>5.1 Final Response. If the preliminary response indicates a final response will be provided, the Relevant Stó:lō First Nation(s), and/or the PRRO on one or more of their behalf, will provide a final response with regard to the tenure, at least 75 Business Days before the tenure expiry date.</p> <p>5.2 Request for Alternate Final Response Time. If a final response is intended and cannot be provided within the above noted 75 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p> <p>5.3 No Final Response Received. If the Relevant Stó:lō First Nation(s) or the</p>


	<p>PRRO, as the case may be, has indicated in the preliminary response that a final response is intended, but it has not been provided within the above noted 75 Business Days, or an agreed-upon revised timeframe under Step 5.2, the actions under Step 6.0 will apply and a decision regarding replacement of the tenure may be made without further notice.</p>
6.0	<p>6.1 Decision Maker's Discretion. Following the receipt of: (1) a preliminary response, which indicates that a final response is not intended or (2) a final response, the Provincial Agency decision maker will determine whether any further engagement with the PRRO or Relevant Stó:lō First Nation(s) is required before a decision regarding replacement of the tenure is made.</p> <p>6.2 Process. If the Provincial Agency decision maker determines further engagement is required the Provincial Agency decision maker will also determine the process steps for further engagement.</p>
7.0	<p>7.1 Notice to PRRO and Relevant Stó:lō First Nations. The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the replacement of the tenure.</p>
8.0	<p>8.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently. The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a final response independently of the decision.</p>
9.0	<p>9.1 Engagement Level Change. If the Engagement Level is increased to Engagement Level 2 by agreement of the Parties, the Parties will follow the Engagement Level steps in 4.5 of Appendix C except that notwithstanding the time periods referred to in 4.5 (b) and (e), the PRRO will provide a preliminary response to the Provincial Agency at least 80 Business Days before the tenure expiry, and a final response at least 70 Business Days before the tenure expiry.</p>

- 1.14 Notwithstanding the date this agreement is executed by the G2G Co-Chairs, the amendments to Appendix C set out herein come into force and effect on February 16, 2015.
- 1.15 The provisions of Appendix C not amended by this agreement are hereby ratified and confirmed.

Signed on behalf of the G2G Co-Chairs, on the dates indicated below:

Signature:

Date:



MARCH 10, 2015

David Schaepe, Co-Chair

Government-to-Government Forum Working Group



MARCH 12, 2015

Yvette Lizée, Co-Chair

Government-to-Government Forum Working Group

**STO:LO FIRST NATIONS STRATEGIC ENGAGEMENT AGREEMENT
AMENDING AGREEMENT**

WHEREAS the Province and Stó:lō First Nations entered into a Strategic Engagement Agreement ("SEA") which came into effect April 1, 2014.

WHEREAS 18.6 of the SEA provides, *inter alia*, that the Parties may amend Appendix C of the SEA by written agreement of the G2G Co-Chairs.

THEREFORE the G2G Co-Chairs agree as follows:

1.1 1.5 of Appendix C (Batching) is deleted and replaced with the following:

"1.5 Batching. The Parties agree that with prior discussion with and agreement of the Working Group, referrals that relate to administrative decisions, including scheduled renewals of existing tenures, licenses, replacements, or permits where there are no new or incremental impacts or effects on other uses, in advance of replacement, may be batched into a single referral submission, referred to as Batching."

1.2 2.5 of Appendix C (PRRO Rapid Appraisal) is amended by adding the following after 2.5 (d):

"e. inform the Provincial Agency or Delegate of the preliminary response and final response timelines."

1.3 4.4 of Appendix C (Engagement Level 1) is amended by adding the following after 4.4 (d):

"e. the PRRO will notify the Stó:lō First Nation(s) and/or Relevant Stó:lō First Nation(s) who choose not to author a final response independently of the decision made regarding the Application."

1.4 4.5 of Appendix C (Engagement Level 2) is amended by adding the following after 4.5 (f):

"g. the PRRO will notify the Stó:lō First Nation(s) and/or Relevant Stó:lō First Nation(s) who choose not to author a final response independently of the decision made regarding the Application."

1.5 4.6 of Appendix C (Engagement Level 3) is amended by adding the following after 4.6(f):

"g. the PRRO will notify the Stó:lō First Nation(s) and/or Relevant Stó:lō First Nation(s) who choose not to author a final response independently of the decision made regarding the Application."

1.6 Table 1 of Appendix C (Engagement Levels) is deleted and replaced with the following:

Table 1

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Ecosystems		Forest and Range Practices Act related statutory decisions <ul style="list-style-type: none"> ▪ General wildlife measures 	Forest and Range Practices Act <ul style="list-style-type: none"> ▪ Government Action Regulations (GAR) – exemptions 	Forest and Range Practices Act <ul style="list-style-type: none"> - Government Action Regulations (GAR) - designation and amendments 	
Forests and Range (Timber Supply)			Timber Supply Area <ul style="list-style-type: none"> ▪ Allowable annual Cut (AAC) (Section 18 of the Forest Act) transfer, TSA AAC postponement. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> ▪ AAC uplift disposition ▪ AAC TSR re-apportionment. ▪ AAC TSA license consolidation or subdivision. AAC for Area Based Tenures: Tree Farm Licence, Community Forest Agreement (CFA), First Nation Woodland Licence, Woodlot Licence. <ul style="list-style-type: none"> ▪ AAC Determination process. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> ▪ Determination, Data Package review, Timber Supply Analysis.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Forests and Range (Licenses)	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer. <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Transfer. <p>Woodlot Licence/Timber Licence/ Licence to Cut</p> <ul style="list-style-type: none"> ▪ Licence transfer. 		<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ TFL consolidation, and subdivision, private land removal, amendment. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Boundary/area amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Extension, FL consolidation, and subdivision, amendment <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Private land removal, boundary/area amendment. 	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major, replacement. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement (FL only), major amendment <p>Woodlot Licence (WL), FN Woodland Licence (FNWL),</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Salvage, Community Salvage Licence, Licence to Cut</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Timber Licence</p> <ul style="list-style-type: none"> ▪ Extension 	
Forests and Range (Administrative and Operational Plans)	<p>Silviculture Prescription amendment</p> <ul style="list-style-type: none"> ▪ Submissions under the Forest Practices Code (FPC) (e.g. Stocking standard amendment). <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Amendments not requiring approval. <p>Conservancy minor</p>	<p>Conservancy minor amendment</p> <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Minor amendments requiring approval or plan extensions. 	<p>TFL, WL, CFA, FNWL Management Plans</p> <ul style="list-style-type: none"> ▪ Amendment. 	<p>Government Actions Regulation Orders and Land Act decisions</p> <ul style="list-style-type: none"> ▪ Establishing resource conservancies or major amendment (e.g. Old Growth Management Areas (OGMA), Visual Quality Objectives (VQO), Scenic areas,, Resource features, etc). 	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	amendment: ■ OGMA alteration ¹			Forest Stewardship Plan, Woodlot Licence Plan ■ New or major amendment.	
Forests and Range (Cutting Authority)	Road Use Permit ■ Issuance, or amendment Free Use Permit ■ New or amendment (e.g. Cultural Use, firewood, other). Christmas Tree Permit ■ Permit to grow and harvest Christmas trees. Approval to Scale special Forest Products (within existing and active cutting permit)	Forest Service Road ■ New construction, including re-alignments. Works Permit/ General Works (government contract) ■ Issuance, or amendment ■ Road maintenance ■ Road deactivation. Free Use Permit, ■ Designation of firewood cutting area for the public. Misc. Forest Tenure - Forest Act (s.52) Cutting or Occupancy by government or agent (e.g. helipad construction not within cutblock or road). Small scale salvage/ Forest License to Cut ■ Issuance, major amendment.	Occupant License to Cut ■ Issuance.		Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP) ■ Development/ Issuance or major amendment.
Forests and Range (Occupancy License)	Special use permit (SUP) ■ Assignment.	Special Use Permit (SUP) ■ New ■ Amendment ■ Replacement			
Forests and Range (Transfer or Assignments)	Transfer or Assignment of Forest Tenure				

¹ OGMA alteration: Refers to minor alterations allowed within OGMA Legal Objectives in established Landscape Unit Orders.



Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Forests and Range (Silviculture Activities)	<ul style="list-style-type: none"> ▪ Planting ▪ Manual Brushing ▪ Juvenile spacing / pruning. 	<ul style="list-style-type: none"> ▪ Fertilization. 			
Forests and Range (Recreation)		<ul style="list-style-type: none"> ▪ Dis-establish recreation site or trail ▪ Protection of recreation resource on Crown land 	<ul style="list-style-type: none"> ▪ Establish or construction of new site, trail, or interpretive forest site and objectives. 		
Forests and Range (Range)		<ul style="list-style-type: none"> Grazing/Hay Cutting Permits ▪ Issuance, amendment Grazing or Hay Cutting Licence/Permit ▪ Boundary change or amendment, transfer, relinquished tenure. 	<ul style="list-style-type: none"> Grazing/Hay Cutting Licence ▪ Issuance, replacement, major amendments, boundary changes Range Use Plan or Range Stewardship Plan ▪ Amendment, extension. 	<ul style="list-style-type: none"> Range Use Plan or Range Stewardship Plan ▪ Issuance 	
Heritage Conservation Act					<ul style="list-style-type: none"> Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including: Issuance of s. 12 permits Issuance of s.14 permits
Land Tenures	<ul style="list-style-type: none"> ▪ Assignments of tenures ▪ Notation of interest files 	<ul style="list-style-type: none"> Activities with minor or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities: ▪ Administrative applications 	<ul style="list-style-type: none"> Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities: ▪ Gravel pits or quarries with 	<ul style="list-style-type: none"> Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities: ▪ New wilderness 	Clean Energy Project-General Area License

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		<p>Including premature renewals, tenure replacements minor amendments to existing tenures (term change; purpose change).</p> <ul style="list-style-type: none"> ▪ Community or Institutional uses: Nominal Rent tenures ▪ Communication sites and associated buildings with less than 1 ha site footprint and no new road access ▪ Navigation aids, including beacons ▪ Work permits for maintenance of existing infrastructure or with no incremental disturbance footprint ▪ Transfers of administration between Provincial Agencies and Provincial Federal Agencies ▪ Establishment of Map Reserves (Section 17) in which a higher level of engagement is required prior to development. ▪ Investigative 	<p>annual production <100,000 tonnes</p> <ul style="list-style-type: none"> ▪ Communication sites and associated buildings with more than 1 ha site footprint and / or new road access ▪ New roads less than 2 km in length ▪ New utility rights-of-way less than 2 km in length ▪ Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours ▪ General commercial ▪ General industrial² ▪ General log handling and storage³ ▪ Residential licenses; private moorage ▪ Legalizations of recreational / residential cabins ▪ Forfeited residential lots ▪ Section 16 Map Reserves - development ▪ Clean Energy Project- 	<p>lodges</p> <ul style="list-style-type: none"> ▪ Fee simple transfers of previously un-tenured lands (remote) ▪ Gravel pits or quarries with annual production of 100,000 to 500,000 tonnes ▪ New roads greater than 2 km in length ▪ New utility rights-of-way greater than 2 km in length ▪ Commercial recreation involving motorized or intensive uses, including heli-skiing ▪ Intensive agriculture in an area less than 15 ha ▪ Extensive Agricultural tenures ▪ Fee simple sales ▪ Heavy industrial activities, such as Industrial parks, within the developed area; Intensive log handling and storage.⁴ ▪ Community Institutional Policy: Sponsored Crown Grants 	

¹ **General industrial:** the use of Crown upland and/or aquatic land to conduct a business enterprise involving the storage, manufacture, assembly, testing, servicing, repairing, fabrication, wrecking, salvaging, processing or production of all goods and materials, including the selling of industrial equipment.

² **General Log handling and storage:** the use of Crown land for industrial activities and related improvements for log dumping, storage, sorting, booming and barging in remote areas and other areas not associated with intensive log handling.

³ **Intensive Log Handling and storage:** the use of Crown land for industrial activities and related improvements directly associated with a wood conversion facility (e.g. sawmill, pulp mill, plywood mill) and/or an integrated operational facility such as a centralized dry land or aquatic log sort, and includes, without limitations, log storage and holding areas, jackladders, feeder pockets, hot ponds, wharves and floats, float-camp sites, pilings and areas of fill directly associated with those facilities.



Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		permits <ul style="list-style-type: none"> ▪ Special events ▪ Section 16 Map Reserves- no development 	Investigative License		
Mineral Exploration ⁵	Non-mechanized mineral exploration work with no permit.	Non-mechanized mineral exploration work that requires a Mines Act Permit Including: <ul style="list-style-type: none"> ▪ Underground exploration with nil or negligible surface disturbance ▪ Induced Polarization Survey⁶ Date extension of Notice of Work and Leases – Coal, Mineral, Placer ⁷	Mechanized mineral exploration work on pre-existing or in previously disturbed areas, including: <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives ▪ Helicopter supported drill program ▪ Re-opening of existing roads or trails within in previously disturbed areas ▪ Existing placer mining operations 	Mechanized mineral exploration work in undisturbed areas, including: <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives⁸ ▪ New access development where previous access has only been by water or air ▪ New underground development for mineral exploration purposes ▪ New placer mining operations - Bulk samples 	Inspector determines Mines Development Review Committee Mineral exploration activities which are deemed authorized
Aggregate Development			Aggregate development, sand and gravel quarry and industrial quarry <100,000 tonnes: <ul style="list-style-type: none"> ▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits 	Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes: <ul style="list-style-type: none"> ▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits 	
Parks and Protected Areas	Assignments of permits Film Permits	Land Use Occupancy Permits <ul style="list-style-type: none"> ▪ Existing land use occupancy permit 	Land Use Occupancy Permits <ul style="list-style-type: none"> ▪ New land use occupancy permit 	Protected Area Designations <ul style="list-style-type: none"> ▪ New parks or protected areas 	

⁵ **Mineral exploration:** includes Notices of Work, annual or multi-year, which contain a reclamation plan (closure plan)

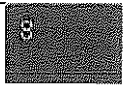
⁶ **Induced Polarization Surveys:** IP Surveys using exposed electrodes, and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, are deemed authorized (Level 4- Specialized Engagement Steps)

⁷ **Term extension:** Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Level 4- Specialized Engagement Steps)

⁸ **Mineral or Coal Exploration Drill Programs:** Mineral or coal exploration drill programs in the permitted area of disturbance of a producing mineral or coal mine that is currently operating are deemed authorized (Level 4- Specialized Engagement Steps)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<ul style="list-style-type: none"> ▪ All park film permits⁹ <p>Commercial Recreation Permits</p> <ul style="list-style-type: none"> ▪ Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance ▪ Special events using existing facilities and with no disturbance <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities that do not involve invasive sampling methods and/or improvements <p>Park Operations – Other</p> <ul style="list-style-type: none"> ▪ Small and medium scale ecosystem restoration projects (< 1ha) 	<p>(renewal)</p> <p>Commercial Recreation Permits</p> <ul style="list-style-type: none"> ▪ Commercial recreation using existing facilities ▪ Guided outfitting and angling using existing facilities <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities that involve potentially invasive sampling methods, and/or improvements <p>Park Operations – Other</p> <ul style="list-style-type: none"> ▪ Larger scale ecosystem restoration projects (> 1ha) 	<p>(including fixed roof accommodation facilities)</p> <p>Commercial Recreation Permits</p> <ul style="list-style-type: none"> ▪ Commercial recreation requiring new facilities ▪ Guided outfitting and angling requiring new facilities <p>Research Permits</p> <ul style="list-style-type: none"> ▪ Research activities related to investigative use <p>Park Operations – Facilities</p> <ul style="list-style-type: none"> ▪ New facility development, or construction <p>Protected Area Designations</p> <ul style="list-style-type: none"> ▪ Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park). <p>Park Boundary Amendments</p> <ul style="list-style-type: none"> ▪ Amendments to park boundaries 		
Pesticides	<ul style="list-style-type: none"> ▪ All Licenses except for forest pest, noxious weeds and industrial vegetation 	<ul style="list-style-type: none"> ▪ Pest management plans for railways – ballast area, switches, maintenance yards, treatment of selected trees & shrubs outside ballast area ▪ Vegetation 	<ul style="list-style-type: none"> ▪ Vegetation management for right-of-ways – selective management of encroaching trees & shrubs or with public access ▪ Vegetation management 	<ul style="list-style-type: none"> ▪ Forest pest management plans for – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) pending 	

⁹ **Park Film Permits (Level 0)** – As per the *Park Use Operational Policy – Park Use Permits*: the Province has a maximum of 5 business days to process applications.



Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		<p>management plans for right-of-ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access</p> <ul style="list-style-type: none"> ▪ Mosquito and biting fly management plans for areas with public access 	<p>plans for industrial sites on public land – general selective vegetation management, or with public access</p> <ul style="list-style-type: none"> ▪ Vegetation management plans for noxious weeds on sites with public access ▪ Pesticide Use permits 	<p>further discussion</p> <ul style="list-style-type: none"> ▪ Forest licensee treatments of forest pests 	
Waste Management	<ul style="list-style-type: none"> ▪ New registration – Municipal Wastewater Regulation – small (22.5 m³/day to 50m³/day) ▪ New registration – Municipal Wastewater Regulation – large (>50m³/day) ▪ Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation) ▪ New Registration - Vehicle Dismantling and Recycling Industry Environmental Planning Regulation ▪ New Registration - Asphalt Plant Regulation ▪ New Facility Registrations - Hazardous Waste Regulation 	<ul style="list-style-type: none"> ▪ New effluent permits or approvals – small ▪ New refuse approvals (garbage, solid waste) – small ▪ Significant amendments – small approvals (as defined in the Public Notification Regulation) ▪ New air permits or approvals ▪ Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Stó:lō First Nations concerns with solid waste management plan ▪ Liquid waste operating certificate (authorized under liquid waste management 	<ul style="list-style-type: none"> ▪ New effluent approvals other waste discharges – large¹⁰ ▪ New refuse approvals - large¹¹ ▪ Operational certificate (authorized under solid waste management plans) if outstanding Stó:lō First Nations concerns with solid waste management plan ▪ New refuse permits (garbage, solid waste) – small 	<ul style="list-style-type: none"> ▪ New refuse permits - large¹² ▪ New effluent permits other waste discharges – large ▪ Significant amendments – permits or large approvals (as defined in the Public Notification Regulation) ▪ Liquid waste management plans ▪ Solid waste management plans (consultation undertaken by Regional Districts and Municipalities) ▪ Area Based Management Plans – Plan Development 	

¹⁰ Large effluent discharge: any effluent discharge greater than 50m³/day

¹¹ Large refuse discharge: any refuse discharge greater than 500m³/yr or with a total landfill design capacity of greater than 5000m³ (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill)

¹² Large refuse permit: e.g.: garbage, solid waste, e.g.: municipal landfill

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		plans) if no outstanding Stó:lō First Nations concerns with liquid waste management plan			
Water	<ul style="list-style-type: none"> ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (a) extend the time set for beginning construction of the works; - (b) extend the time set for completion of the works; - (c) extend the time set for making beneficial use of the water; - (e) correct an error in the licence; - (f) remove a provision of the licence that is inconsistent with this Act; - (g) authorize the use of water for some purpose other than that specified in the licence; ▪ Transfer of appurtenancy of an authorization (Section 19) ▪ Apportionment of rights under licence (Section 20) ▪ Part 7 Notification Regulations of Section 9 work in and about a stream (Water 	<ul style="list-style-type: none"> ▪ Domestic Licences ≤ 500 gad ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (d) authorize additional or other works than those previously authorized; - (h) extend the term of the licence; - (i) increase or reduce the quantity of water authorized to be diverted or stored if it appears to have been erroneously estimated. ▪ Short Term Use of water approvals (Section 8) ▪ Amendment of an Section 9 approval not listed under level 0; 	<ul style="list-style-type: none"> ▪ All other Licences <25,000 gad ▪ Section 9 applications, except for emergency situations 	<ul style="list-style-type: none"> ▪ Licences with a Water Development plan (>25,000 gad) 	<ul style="list-style-type: none"> ▪ Clean Energy Projects ▪ Water Management Plans ▪ Water Allocation Plans

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	Regulation Section 44) <ul style="list-style-type: none"> ▪ Amendment of a Section 9 approval if it's related to: <ul style="list-style-type: none"> - correct an error in the approval; - remove a provision of the approval that is inconsistent with this Act; - extend the time set for completion of the works; - extend the term of the Approval; ▪ Compliance and Enforcement Orders ▪ Emergency Approvals (case by case basis) 				
General (only applies for statutory decisions and activity types not specified elsewhere in this table) ¹³		<ul style="list-style-type: none"> ▪ Short-term or seasonal activities ▪ No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas ▪ No new permanent access¹⁴ ▪ No or very small permanent infrastructure ▪ Non-exclusive tenures¹⁵ ▪ Administrative Applications¹⁶ 	<ul style="list-style-type: none"> ▪ New minor to moderate surface disturbance in previously disturbed areas ▪ Minor to moderate new permanent access ▪ New minor to moderate sized permanent infrastructure ▪ Semi-exclusive tenures (potential to limit some other land uses) ▪ Administrative applications where there are potential historic 	<ul style="list-style-type: none"> ▪ Moderate to significant new ground disturbance ▪ Moderate to significant new permanent access (expands permanent access network) ▪ Moderate to large sized new permanent infrastructure ▪ Exclusive tenures (likely to limit other land uses) ▪ Administrative applications where there are 	<ul style="list-style-type: none"> ▪ Relates to a complex Application with significant new impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3.

¹³ **General:** applies where specific guidance has not been applied elsewhere in Table 1 for activities under legislation identified in Appendix B (List of Applicable Legislation) of the SSEA.

¹⁴ **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an application or management plan.

¹⁵ **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

¹⁶ **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		where there are no historic issues and no new impacts.	Issues and no low-to-moderate new impacts	Identified historic issues with moderate-to-significant new impacts ▪ Large or extensive new permanent infrastructure	

1.7 Table 4 of Appendix C (Heritage Conservation Act Steps) is amended by deleting Step 2.3 and replacing it with the following:

“2.3 Final Response. The PRRO and/or Relevant Stó:lō First Nation(s) will submit a final response within 30 calendar days of receipt of the complete Referral Package which will, for the purpose of informing the Provincial Agency decision maker’s decision, include:

- a. if there is no objection to the Application, a Stó:lō Heritage Investigation Permit; or
- b. if there is objection to the Application, a statement setting out the reasons for the objection.”

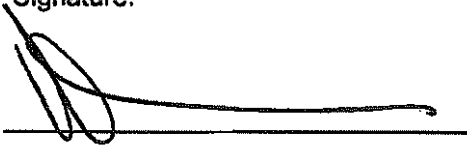
1.8 Notwithstanding the date this agreement is executed by the G2G Co-Chairs, the amendments to Appendix C set out herein come into force and effect on November 5, 2014.

1.9 The provisions of Appendix C not amended by this agreement are hereby ratified and confirmed.

Signed on behalf of the G2G Co-Chairs, on the dates indicated below:

Signature:

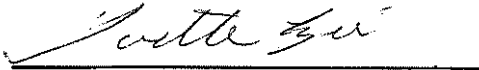
Date:



DECEMBER 18, 2014

David Schaepe, Co-Chair

Government-to-Government Forum Working Group



Dec. 19, 2014

Yvette Lizée, Co-Chair

Government-to-Government Forum Working Group

STRATEGIC ENGAGEMENT AGREEMENT

BETWEEN STÓ:LŌ FIRST NATIONS AND BRITISH COLUMBIA



The Effective Date of this Agreement is April 1, 2014.

BETWEEN

HER MAJESTY

THE QUEEN IN RIGHT OF

THE PROVINCE OF BRITISH COLUMBIA

as represented by the

Minister of Aboriginal Relations and Reconciliation

(hereinafter the "Province")

and

Chawathil First Nation, Cheam First Nation, Leq'á:mel First Nation, Scowlitz First Nation, Shxw'ow'hamel First Nation, Skawahlook First Nation, Sumas First Nation, each on their own behalf, and

Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten, and Yakweakwioose First Nation, as represented by Ts'elxwéyeqw Tribe Limited Partnership

(hereinafter the "Stó:lō First Nations")

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

WHEREAS

- A. The Stó:lō First Nations are part of the Stó:lō indigenous people of S'ólh Téméxw in the lower Fraser River watershed of British Columbia, with shared language, traditions, customary laws, and history;
- B. The Stó:lō's relationship to the land is important to their culture and the maintenance of their community, governance, spirituality, health and economy;
- C. The Stó:lō First Nations aim to ensure the health and wellbeing of their communities now and for the future generations, in accordance with their system of values, through respectful land and resource use and management;
- D. The Stó:lō First Nations assert Stó:lō Rights, including a unique relationships with the land, the waters and the resources within the lower Fraser River watershed of British Columbia;
- E. The Stó:lō First Nations are interested in developing a process for effectively and comprehensively identifying and informing the Stó:lō First Nations and the Province of potential impacts on Stó:lō Rights;
- F. The Stó:lō First Nations require capacity funding from the Province to support the effective operation of the People of the River Referrals Office and G2G Forum as provided for in this Agreement;
- G. The Parties hold differing views with regard to sovereignty, jurisdiction, title, and ownership and, without prejudice to their differing views, intend to work collaboratively, seek consensus, and are committed to engaging across a spectrum of land and resource matters to improve business relationships and their government to government relationship;
- H. The Parties wish to have a more effective engagement process for land and resource decision making, and to establish a government to government forum where they may seek to address their respective interests;
- I. The Stó:lō First Nations seek to effectively carry out land and resource management and ensure the health and wellbeing of their future generations, in accordance with their system of values;
- J. The Stó:lō First Nations seek to establish effective, well organized, long-lasting collaborative relations among themselves to increase the efficiency and effectiveness of their engagement with the Province;

- K. In the spirit of the New Relationship and the Transformative Change Accord, the Province and the Stó:lō First Nations have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between aboriginal and non-aboriginal people; and
- L. The Province and the Stó:lō First Nations signed a Framework Agreement for a Strategic Engagement Agreement Pilot on June 12, 2012, amended on October 19, 2012, to include Chawathil First Nation and Shxwhá:y Village as signatories and the term of which was subsequently extended to March 31, 2014.

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1.1. **Definitions.** In this Agreement:

"Agreement" means this Strategic Engagement Agreement;

"Agreement Area" means the geographic area, within the Province of British Columbia comprised of Zone A and Zone B as depicted in Appendix A and is based on the asserted traditional territories of the participating Stó:lō First Nations;

"Applicant" means any individual, corporation, society, entity or agency, including the Province and any agent of the Province, that makes an Application or takes any step preliminary to making an Application to a Provincial Agency;

"Application" means a request for approval from the Province under a statute listed in Appendix B that proposes activity in Zone A that may have adverse effects on Stó:lō Rights and includes the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials;

"Batching" means multiple Applications of the same type;

"Bundling" means multiple types of Applications that relate to a single project;

"Business Days" means any day other than Saturday or Sunday or a statutory holiday or other holidays that the Stó:lō First Nations observe;

"Confidential Information" means any information provided by the Province under this Agreement which the Province denotes in writing as "Confidential";

“Delegate” means an Applicant a Provincial Agency requests under the Engagement Framework in Appendix C to undertake procedural aspects of consultation on its behalf;

“Dispute” means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, but does not include a disagreement regarding any recommendations or any decisions on Proposed Activities made by a Provincial Agency following Engagement;

“Effective Date” means April 1, 2014;

“Engagement” means the consultation processes outlined under the Engagement Framework;

“Engagement Coordinators” means the persons appointed to represent the Stó:lō First Nations or the Province at the Technical Working Group level of the G2G Forum;

“Engagement Framework” means the structure for Engagement established under Appendix C and Appendix D including:

- a. the processes for fulfilling the obligation of the Province to consult the Stó:lō First Nations regarding Proposed Activities;
- b. the Engagement Levels;
- c. the Engagement Matrix;
- d. the development and provision of recommendations by the Parties to inform decision-makers; and
- e. an Issues Resolution Process;

“Engagement Level” means the level of engagement determined in accordance with the process set out in Appendix C;

“Engagement Matrix” means Table 1 of Appendix C that sets out range of Engagement Levels based on program themes and types of decisions under the legislation included in Appendix B;

“G2G Forum” means a Government-to-Government forum continued under 3.1 of the Agreement;

“G2G Forum Co-Chair” means the person or persons appointed to represent the Stó:lō First Nations, and the Regional Director or designate appointed to represent the Province, at the G2G Forum;

“Issues Resolution Process” means the process for resolving issues that arise during the implementation of the Engagement Framework set out in Article 6 of Appendix C;

“Major Project” means a project which has a capital investment of over \$15 million, is reviewable under the *Environmental Assessment Act*, or the Parties agree is deemed to be of a significant nature;

“Member” means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of one of the Stó:lō First Nations;

“Non-Participatory First Nation” means a First Nation, Indian Band, or Tribal Association, including other Stó:lō, who assert traditional territory that overlaps in whole or in part with the Agreement Area and who is not a Party to this Agreement;

“Non-Participatory Provincial Agency” means a ministry or agency, including the Environmental Assessment Office and Oil and Gas Commission that is not listed as a Provincial Agency;

“People of the River Referrals Office” or the “PRRO” means an office authorized to receive and respond to referrals on behalf of the Stó:lō First Nations in accordance with this Agreement;

“Proposed Activity” means:

- a. an Application or suite of related Applications received by a Provincial Agency which seeks authorization for land and resource activities which may have adverse impacts on Stó:lō Rights;
- b. a decision or activity contemplated by a Provincial Agency under a statute listed in Appendix B which may have adverse impacts on Stó:lō Rights; or
- c. activities or decisions subject to Engagement as agreed to by the Parties, which may have adverse impacts on the Stó:lō Rights.

“Provincial Agency” means the following provincial ministries, including a division, branch, agency or office thereof responsible for the management of land and natural resources:

- a. Ministry of Energy and Mines;
- b. Ministry of Forests, Lands and Natural Resource Operations; and

c. Ministry of Environment, excluding the Environmental Assessment Office;

“Reference Guide” means the operational guidance document, which provides support to this Agreement;

“Referral Package” means the package of information relating to an Application referred to under 2.3 of Appendix C;

“S’ólh Téméxw” means “our world; our land” in the Halq’eméylem language of the Stó:lō, and for the purposes of this Agreement means that area within British Columbia claimed by the Stó:lō First Nations as depicted in the Stó:lō protective writ of 2003;

“Stó:lō Rights” means:

- a. asserted aboriginal rights, including aboriginal title; or
- b. determined aboriginal rights including aboriginal title, which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

whether those aboriginal rights are asserted by or determined to be the rights of the Stó:lō or one or more of the Stó:lō First Nations;

“Stó:lō Connect” means the collaborative, social network communication tool for referral management, whereby referrals are distributed, viewed, shared and managed via a secure web portal (www.stoloconnect.com including a database/file management/mapping system) which is owned and managed by the Stó:lō Research and Resource Management Centre, and is used by the PRRO and some Non-Participatory First Nations for the collaborative management of referrals, where referrals are distributed, viewed, shared, and administered;

“Stó:lō First Nations” means Chawathil First Nation, Cheam First Nation, Leq’á:mel First Nation, Scowlitz First Nation, Shxw’ow’hamel First Nation, Skawahlook First Nation, Sumas First Nation, Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, or Yakwekwioose First Nation, each of which is a “band” within the meaning of the *Indian Act*;

“Stó:lō Strategic Engagement Agreement Pilot” or “SSEAp” means the Strategic Engagement Agreement pilot project between the Province and the Stó:lō First Nations (June 2012 to March 2014), which was a precursor to this Agreement;

“Strategic Engagement Agreement” or “SEA” means this Agreement;

“Strategic Topics” means a land, cultural, or natural resource matter of interest to any of the Parties, other than Proposed Activities, which may be brought forward for discussion at the G2G Forum in accordance with Appendix E;

“Zone A” means that part of the Agreement Area identified as such in the map set out in Appendix A; and

“Zone B” means that part of the Agreement Area identified as such in the map set out in Appendix A.

1.2. Interpretation. For the purposes of this Agreement:

- a. “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b. the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c. a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d. words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires;
- e. in the calculation of time under this Agreement, all references to “days” are to calendar days except that if the time for doing an act falls or expires on a day that is not a Business Day, the time is extended to the next Business Day;
- f. any reference to a corporate entity includes any predecessor or successor to such entity; and
- g. there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3. Appendices. The following are the Appendices to and form part of this Agreement:

- Appendix A – Map of Agreement Area
- Appendix B – List of Applicable Provincial Legislation
- Appendix C – Engagement Framework
- Appendix D – Engagement Framework for Major Projects
- Appendix E – Strategic Topics
- Appendix F – Zone B
- Appendix G – Performance Management
- Appendix H – Stó:lō Nation Society Representation
- Appendix I – Band Council Resolutions

2. PURPOSE AND SCOPE

2.1. **Purpose.** The purpose of this Agreement is to increase consultation effectiveness and efficiency, and to lead to greater certainty for land and resource decisions by:

- a. enabling strategic engagement through the G2G Forum and Engagement Framework;
- b. developing and maintaining progressive improvements to a respectful, positive, and mutually beneficial government-to-government relationship between the Parties;
- c. promoting dialogue between the Parties on seeking consensus related to land and resource decisions; and
- d. ensuring that the Parties fulfill their obligations for Engagement on Proposed Activities, and ensuring the Province works toward fulfilling the duty to consult with, and where appropriate accommodate, the Stó:lō First Nations on Proposed Activities.

2.2. **Scope.** The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

3. STRATEGIC STRUCTURES: GOVERNMENT TO GOVERNMENT FORUM AND ENGAGEMENT FRAMEWORK

3.1. **Establishment of Structures.** The Parties will continue the following structures and processes established during the SSEAp, as modified by the provisions of this Agreement:

- a. the G2G Forum under this Article; and
- b. the Engagement Framework under Appendix C.

3.2. **G2G Forum Responsibilities.** The overall responsibilities of the G2G Forum include:

- a. overseeing implementation of this Agreement;
- b. creating and overseeing working groups;
- c. sharing information;
- d. discussing relevant Strategic Topics that are of interest to the Parties;
- e. establishing Working Groups to identify, discuss, and address the Strategic Topics referred to in Appendix E;
- f. providing oversight of initiatives related to this Agreement; and
- g. other matters as agreed to by the Parties.

3.3. **Guiding Principles.** The G2G Forum will be guided by the following principles:

- a. the Parties will support and encourage collaboration and will strive for consensus;
- b. the collaborative stewardship of land, cultural, and natural resources is mutually beneficial to both Parties; and
- c. the Parties value continuous improvement, and will include the assessment of performance and tracking of land and resource decisions as part of implementing this Agreement.

3.4 **G2G Forum Levels.** The G2G Forum is composed of three levels with the following responsibilities:

a. **The Executive Level.** The Executive Level is composed of the political leadership of the Stó:lō First Nations or their designated representatives, and the Minister of Aboriginal Relations and Reconciliation or the Province's delegated representatives. The responsibilities of the Executive Level include:

- i. making recommendations on strategic policy matters to the Parties;
- ii. high level strategic problem solving;
- iii. encouraging positive government-to-government relationship-building;
- iv. addressing disputes between the Parties in accordance with this Agreement;
- v. reviewing the implementation and operation of this Agreement;
- vi. discussing the sharing of resource-revenues and other benefits, including shared decision-making processes; and
- vii. holding an annual meeting, or meeting on an as-needed basis.

b. **The SEA Working Group.** The SEA Working Group is composed of designated senior representatives appointed by the Parties and is co-chaired by the G2G Forum Co-Chairs. The responsibilities of the SEA Working Group include:

- i. planning, delivering and evaluating this Agreement;
- ii. making recommendations on consultation processes for Major Projects;
- iii. addressing implementation issues and problem solving;
- iv. proposing and approving amendments to this Agreement;
- v. managing the work of the G2G Forum;
- vi. managing the Dispute Resolution and Issues Resolution processes;
- vii. developing and maintaining annual work plans;
- viii. public engagement regarding the work under the Agreement; and
- ix. holding monthly meetings or meeting on an as needed basis as mutually agreed by the Parties.

c. **The Technical Working Group.** The Technical Working Group is co-chaired by operational staff of the Parties, who are appointed by each of the Parties to carry out the following:

- i. addressing operational, technical and administrative elements regarding implementation of this Agreement;
- ii. addressing issues arising from day-to-day operations and implementation of that part of the Engagement Framework set out in Appendix C;
- iii. providing regular monthly and annual reports to the SEA Working Group;
- iv. meeting on a project-specific basis, as mutually agreed; and

- v. establishing Task Teams as may be required.

3.5 **Terms of Reference.** The Parties will develop a terms of reference for the G2G Forum within ninety (90) days of the Effective Date.

4. LINKAGE TO TREATY

4.1. **G2G Forum.** The Parties acknowledge that the G2G Forum may serve as a basis for addressing any commitment that may be included in a treaty with respect to the management of lands, cultural, and natural resources within Zone A and Zone B. For greater certainty, the Parties agree that such acknowledgement and this Agreement are without prejudice to any treaty negotiations in which any of the Parties may be engaged.

5. CONSULTATION AND ENGAGEMENT UNDER AGREEMENT

5.1. **Satisfaction of Consultation and Engagement Obligations.** The Parties acknowledge that the Engagement under this Agreement will:

- a. constitute the process by which the Province will carry out its duty to consult the Stó:lō First Nations with respect to Proposed Activities within Zone A;
- b. constitute the process by which the Stó:lō First Nations will respond to the Province regarding Proposed Activities within Zone A; and
- c. be the means by which the Province will, where appropriate, identify and propose measures to accommodate any adverse impacts on Stó:lō Rights resulting from Proposed Activities within Zone A.

5.2. **Other Agreements.** The Engagement Framework under this Agreement will replace the consultation obligations under the following agreements:

- a. Chawathil First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Chawathil First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: January 3, 2013 – January 3, 2016;
- b. Cheam First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Cheam First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: February 13, 2012 – February 13, 2015;

- c. Leq'á:mel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Leq'á:mel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014;
- d. Scowlitz First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 10, 2012 – April 10, 2015;
- e. Shxw'ōwhámel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Shxw'ōwhámel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 30, 2012 to October 30, 2015;
- f. Skawahlook First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014;
- g. Sumas First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Sumas First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 11, 2013 – October 11, 2016; and
- h. Ts'elxwéyeqw Tribe Forest & Range Consultation and Revenue Sharing Agreement Between: The Ts'elxwéyeqw Tribe and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014.

6. CONSULTATION WITH NON-PARTICIPATORY PROVINCIAL AGENCIES AND OTHER GOVERNMENTS

- 6.1. **Consultation and Accommodation Processes.** The Parties acknowledge that Non-Participatory Provincial Agencies have consultation and accommodation processes that are not included in this Agreement, and agree that this Agreement does not create, alter or diminish those other consultation or accommodation obligations.
- 6.2. **Notice of Major Project.** With respect to a proposed Major Project that is not a Proposed Activity and that has the potential to have adverse impacts on Stó:lō Rights, a G2G Forum Co-Chair will inform the other Party on becoming aware of a regulatory or consultation process, or both, initiated by Non-Participatory Provincial Agencies.
- 6.3. **Discussion Meeting.** The G2G Forum Co-Chairs will meet to discuss the proposal identified under 6.2 and may agree to invite representatives of the Non-Participatory Provincial Agency to meet with the G2G Forum to introduce the proposal.

- 6.4. **Coordinated Process.** Where a Non-Participatory Provincial Agency chooses to meet with the G2G Forum Co-Chairs under 6.3 and to engage with the Stó:lō First Nations regarding that proposal using the Engagement Framework, the G2G Forum Co-Chairs will work with that Non-Participatory Provincial Agency to co-ordinate a process for engagement.
- 6.5. **Other Processes Continue.** Where a Non-Participatory Provincial Agency chooses not to meet with the G2G Forum under 6.3, the Parties acknowledge that the Non-Participatory Provincial Agency's consultation processes will continue.
- 6.6. **Adding Provincial Agencies.** Upon a written request of a Non-Participatory Provincial Agencies, the Parties may negotiate an amendment to this Agreement to include that other Agency in this Agreement as a Provincial Agency.
- 6.7. **Collaboration with Other Governments.** The Parties may collaborate when engaging with other governments including Canada, Non-Participatory First Nations and local governments.

7. OTHER FIRST NATIONS

- 7.1. **Provincial Consultation.** Where the Province has a duty to consult with other First Nations, the Province will consult with those other First Nations.
- 7.2. **Non-Participatory First Nations.** The Stó:lō First Nations may have discussions with Non-Participatory First Nations to inform discussions at the G2G Forum.
- 7.3. **Regional Processes.** The Parties may participate in advisory processes with Non-Participatory First Nations to address regional issues or specific initiatives.

8. INFORMATION SHARING AND CONFIDENTIALITY

- 8.1. **Information Sharing.** The Parties will support Engagement and consultation under Articles 5 to 7 by making best efforts to share relevant information and knowledge and will, at the time of disclosure:
- a. assist in the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and

- b. will make reasonable efforts to maintain the confidentiality of the information provided by the other Party, including Confidential Information, and prevent its disclosure to the public.

8.2. Cultural Information and Cultural Knowledge. The Province acknowledges that the Stó:lō First Nations are custodians of cultural information and cultural knowledge that may be:

- a. confidential and/or sensitive in nature; and/or
- b. owned individually or collectively and must be managed according to the owner's wishes.

8.3. Disclosure of Cultural Information and Cultural Knowledge. The Province acknowledges that the disclosure of information, including cultural information and cultural knowledge, that is provided by the Stó:lō First Nations to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- a. be reasonably expected to harm the relations between the Province and the Stó:lō First Nations as aboriginal governments;
- b. result in damage to or interfere with the conservation of:
 - i. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or
 - iii. any other rare or endangered living resources.
- c. be excepted or restricted by the application of provisions of the *Freedom of Information and Protection of Privacy Act* unrelated to the circumstances described in paragraphs (a) or (b).

8.4. Freedom of Information. If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from the Stó:lō First Nations, the Province will provide the Stó:lō First Nations with notice of the request for disclosure and will provide the Stó:lō First Nations an opportunity to meet and discuss a decision on the request.

8.5. **Additional Conditions.** The Parties acknowledge that:

- a. 8.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and
- b. the disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

9. IMPLEMENTATION AND MONITORING

9.1. **Implementation Plan.** Within ninety (90) days of the Effective Date, the Parties will conclude an implementation plan for the implementation of this Agreement and any Dispute relating to the development of the implementation plan will be resolved under 10.1.

9.2. **Content of Implementation Plan.** The implementation plan under 9.1 will address or identify the following matters or responsibilities:

- a. the Parties' obligations, including the activities to be undertaken and the timeframe for completion of those activities;
- b. performance management standards and objectives, including who will be responsible for evaluation tasks; and
- c. any other matters agreed to by the Parties.

9.3. **Periodic Review of Implementation Plan.** The Parties will review the implementation plan under 9.2 every six (6) months to ensure that it is effective and, where agreed, may amend it.

9.4. **Performance Measures.** The Parties agree to continue to use the performance measures developed during the SSEAp and set out in Appendix G to monitor the fulfillment of the purposes and intended outcomes of this Agreement.

9.5. **Periodic Review of the SEA.** The Parties will undertake a review of this Agreement prior to initiating discussions to amend or renew the Agreement or by mutual agreement and may make recommendations to the G2G Forum respecting its amendment.

9.6. **Independent Evaluation.** As part of the review under 9.5, the Parties may agree to have an independent evaluation of this Agreement, and the costs of which will be shared jointly between the Stó:lō First Nations and the Province.

9.7. **Continuous Improvement.** The G2G Forum will consider the results of any review under 9.5 or an evaluation under 9.6 and may recommend the SEA be amended in accordance with 18.6.

9.8. **Emerging Issues.** Any Party may raise emerging issues regarding this Agreement, including the Engagement Framework, to the G2G Forum for discussion.

10. DISPUTE RESOLUTION

10.1. **Dispute Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved, ongoing and respectful government to government relationship as follows:

- a. where a Dispute arises regarding the implementation of the Engagement Framework the Parties will follow the Issues Resolution Process set out in the Engagement Framework;
- b. where a Dispute, other than a Dispute described in (a) arises, the Parties' duly appointed representatives will meet within thirty (30) days to attempt to resolve the Dispute; and
- c. where the Parties are unable to resolve a Dispute under (b) within sixty (60) days the Parties may agree to utilize other dispute resolution mechanisms, including mediation.

10.2. **Costs.** The Parties will each bear their own costs associated with the dispute resolution process outlined under 10.1 (a) and (b) and agree that the Parties will equally bear joint costs arising from 10.1 (c).

11. FUNDING

11.1. **Funding.** In order to effectively implement this Agreement, the Province will, for the initial three (3) year period of this Agreement, supplement the Stó:lō First Nations resources by providing the Stó:lō First Nations with \$2,100,000 dollars as follows:

- a. \$700,000 dollars within sixty (60) days of the Effective Date or sixty (60) days of the date on which this Agreement is fully executed by the Parties, whichever is later; and

- b. \$700,000 dollars per year within thirty (30) days of the first and second anniversaries of the Effective Date.

11.2. **Distribution of Funding.** The Stó:lō First Nations appoint the Stó:lō Nation Society to receive funds under 11.1 on behalf of the Stó:lō First Nations and direct the Stó:lō Nation Society to distribute those funds to the People of the River Referral Office for the implementation of this Agreement including the processing of Referral Packages under this Agreement.

11.3. **Use of Funding.** The People of the River Referral Office will use the funds provided by the Province under 11.1 to act on behalf of the Stó:lō First Nations to the extent directed by each and in accordance with this Agreement, including:

- a. business arrangements between the Stó:lō Nation Society and PRRO with the Stó:lō First Nations in furtherance of the implementation of this Agreement;
- b. the G2G Forum, and any Working Groups;
- c. the Engagement Framework;
- d. the implementation plan;
- e. engagement on Strategic Topics under Appendix E;
- f. referral management;
- g. legal and other expert advice;
- h. collaboration on resource management and economic development; and
- i. other structures, processes or agreements contemplated or agreed to by the Parties.

11.4. **Funding under Other Agreements.** The Province may consider revenue received by the Stó:lō First Nations under other revenue-sharing agreements in determining the funding under this Agreement where it is extended under 16.3.

11.5. **Additional Funding.** The Parties agree that this Agreement is of mutual benefit and cost of implementation should be jointly funded. Nothing in this Agreement precludes the Stó:lō First Nations from:

- a. accessing funding that may be available through Non-Participatory Provincial Agencies, a non-governmental body, or another level of government;
- b. working with the Province to identify additional funding to support the priorities of the G2G Forum and implementation of joint priorities; or
- c. negotiating revenue-sharing agreements with proponents.

12. REPORTING ON FUNDING

12.1. **Reporting on Funding.** To be eligible for payments under 11.1.(b), the Stó:lō First Nations will, thirty (30) days prior to each anniversary of this Agreement, prepare a report containing the information set out in Appendix G and provide a copy of the report to the Province.

12.2. **Posting of Reports.** The Stó:lō First Nations will post a copy of the report on a website accessible to the Stó:lō First Nations, and the Parties will ensure the reports are posted on a public internet site accessible to the public and Non-Participatory First Nations.

13. CONDITIONS PRECEDENT TO FUNDING

13.1. **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by the Province to the Stó:lō Nation Society on behalf of the Stó:lō First Nations under this Agreement is subject to:

- a. there being sufficient monies available in appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required to make such payment;
- b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary to make such payment;
- c. a band council resolution not having been varied, amended, repealed or replaced in a manner that alters or terminates a Stó:lō First Nation's authority to comply and be bound by with the terms of this Agreement; and
- d. the Stó:lō Nation Society maintaining good standing and status as a duly incorporated society under the *Society Act* and fulfilling the commitments warranted and represented by it as set out in Appendix H.

14. CONDITIONS PRECEDENT TO AGREEMENT

14.1. **Band Council Resolution.** Prior to the execution of this Agreement, the Stó:lō First Nations will deliver to the Province a true or certified copy of the band council resolution approving this Agreement, authorizing its representative to sign this Agreement and, authorizing the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Stó:lō First Nations for the purposes of this Agreement.

14.2. **Conditions Precedent.** The Province's execution of this Agreement is subject to:

- a. the Province having obtained all required approvals, including Cabinet and Treasury Board approval; and
- b. the Stó:lō First Nations' representations and warranties under this Agreement being true and correct as of the date of execution by the Province.

15. REPRESENTATIONS AND WARRANTIES

15.1. **The Stó:lō First Nations Representations.** Each Stó:lō First Nation represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a. it is a "band" within the meaning of the *Indian Act* and has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of its Members;
- b. it has taken all the necessary actions and has obtained all necessary approvals to enter this Agreement for and on behalf of its members;
- c. the People of the River Referrals Office is an administrative office associated with the Stó:lō Nation Society authorized to act on behalf of the Stó:lō First Nations and on behalf of its Members as provided for in this Agreement;
- d. any representation to the Province by the People of the River Referrals Office that it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity is binding upon it and its Members to the same extent as if the Stó:lō First Nation had made the representation itself;
- e. this Agreement has been legally and properly executed by or on its behalf and is legally binding and enforceable in accordance with its terms; and

- f. attached to this Agreement as part of Appendix I is a true copy of a band council resolution of the First Nation approving the terms of this Agreement, authorizing the performance of the undertakings and obligations pursuant to this Agreement, and authorizing a representative to execute and enter into this Agreement and that the aforementioned band council resolution is duly passed in accordance with the requirements of the *Indian Act* and that such resolution has not been varied, amended, repealed or replaced.

15.2. **Provincial Representations.** The Province represents and warrants to the Stó:lō First Nations, with the intent and understanding that they will be relied on by the Stó:lō First Nations in entering into this Agreement, that it has the authority to enter into this Agreement, and that this Agreement is a valid and binding obligation of the Province.

16. TERM, TERMINATION AND WITHDRAWAL

16.1. **Term.** The term of this Agreement will be three (3) years commencing on the Effective Date, unless it is extended under 16.3 or terminated under 16.5.

16.2. **Date of Execution.** Notwithstanding the date that this Agreement may be fully executed by the Parties, the Parties agree that this Agreement is deemed to be in full force and effect on the Effective Date.

16.3. **Extension of Term.** At least eight (8) months prior to the third anniversary of the Effective Date the Parties will evaluate the effectiveness of this Agreement and will, at least six (6) months prior to its end, decide whether to extend the term.

16.4. **Terms of the Extension.** Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation of the Agreement extension.

16.5. **Termination.** Notwithstanding 16.1, this Agreement may be terminated in writing:

- a. by either Party on ninety (90) days notice or on a date mutually agreed on by the Parties; and
- b. by the Province on thirty (30) days notice if any representation or warranty made by a Stó:lō First Nation under 15.1 or by the Stó:lō Nation Society under Appendix H is untrue or incorrect and such representation or warranty is not made true or corrected within the notice period.

16.6 **Withdrawal.** A Provincial Agency may withdraw its participation in this Agreement by providing forty-five (45) days written notice to the other Parties and, on such notice, the Parties will:

- a. determine if any changes or amendments are required; and
- b. amend this Agreement if required under (a) in accordance with 18.6.

16.7. **Resolution of Termination or Withdrawal.** In recognition of the enduring value of a government to government relationship between the Parties, the Parties will:

- a. on notice of termination or withdrawal, provide the other Parties with the reasons for termination or withdrawal; and
- b. within the period prior to the termination of or withdrawal from this Agreement taking effect, pursue the opportunities presented by this Agreement, including Dispute Resolution under 10.1 to resolve the basis for termination or withdrawal.

16.8. **Effect of Termination.** Where this Agreement is terminated under 16.5:

- a. a Stó:lō First Nation or the Stó:lō Nation Society, as the case may be will, where it has received funding under this Agreement, remit to the Province any unspent funds or the pro-rated amount of funding provided for the remainder of the agreement year, whichever is greater, within thirty (30) days of termination of this Agreement;
- b. 8.1 of this Agreement survives the termination of this Agreement; and
- c. the G2G Forum Co-Chairs will inform the Provincial Agencies that the Agreement has been terminated and that it cannot be relied upon to fulfill the obligation of the Province to consult the Stó:lō First Nations.

17. NOTICE AND DELIVERY

17.1. **Notices.** Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Regional Manager
Ministry of Aboriginal Relations and Reconciliation
Suite 200 - 10470 152nd Street
Surrey BC V3R 0Y3

Fax: (604) 582.5281 Email: Yvette.Lizee@gov.bc.ca

if to the Stó:lō First Nations, other than under Appendix C of the Engagement Framework:

General Manager
c/o People of the River Referrals Office
Building 10 - 7201 Vedder Road
Chilliwack, BC V2R 4G5

Fax: 604-824-0278 Email: dave.schaepe@stolonation.bc.ca

and if to the Stó:lō First Nations or the PRRO under Appendix C of the Engagement Framework:

Email: referrals.administrator@srrmcentre.com

17.2. **Change of Address.** A Party may, from time to time, give written or e-mail notice to the other Parties of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

17.3. **Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of Engagement whenever practicable and appropriate.

18. GENERAL

18.1. **Not a Treaty.** This Agreement does not:

- a. constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b. affirm, recognize, abrogate or derogate from any Stó:lō Rights.

18.2. **Acknowledgement.** The Parties acknowledge and enter into this Agreement on the basis that the Stó:lō First Nations assert Aboriginal rights, including Aboriginal title,

within the Agreement Area but that the specific nature, scope or geographic extent of those Stó:lō Rights have yet to be determined. The Parties intend that broader processes may be engaged in to bring about reconciliation and may lead to a common understanding of the nature, scope and geographic extent of Stó:lō Rights.

18.3. **No Admissions.** Nothing in this Agreement will be construed as:

- a. an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Stó:lō Rights;
- b. an acknowledgement of any obligation to provide any financial, economic, or other compensation, including those in this Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- c. as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

18.4. **No fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion of any decision-making authority.

18.5. **Entire Agreement.** This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

18.6. **Amendment.** This Agreement may be amended by agreement of the Parties in writing as follows:

- a. any amendment to this Agreement by the Minister of Aboriginal Relations and Reconciliation on behalf of the Province, and by an authorized signatory on behalf of the Stó:lō First Nations; or
- b. any amendment to Appendix C, Appendix D, Appendix E, Appendix F, or Appendix G by agreement of the G2G Co-Chairs.

18.7. **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

18.8. **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

18.9. **No Implied Waiver.** Any waiver of:

- a. a provision of this Agreement;
- b. the performance by a Party of an obligation under this Agreement; or
- c. a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

18.10. **Assignment.** The Stó:lō First Nations will not assign, either directly or indirectly, this Agreement or any right of the Stó:lō First Nations under this Agreement without the prior written consent of the Province.

18.11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

18.12. **Emergencies** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

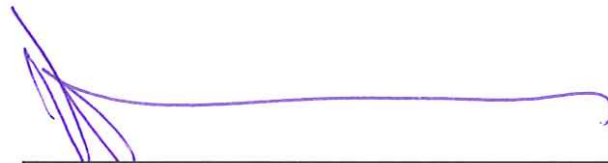
18.13. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of Chawathil First
Nation this 25 day of March,
2014:



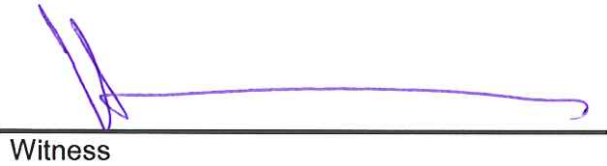
(name)



Witness

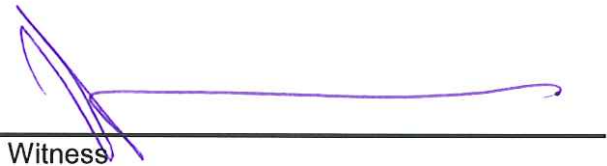
Signed on behalf of Cheam First
Nation this 25 day of MARCH,
2014:


(name)

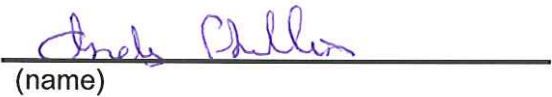

Witness

Signed on behalf of Leq'á:mel First
Nation this 25 day of MARCH,
2014:


(name)


Witness

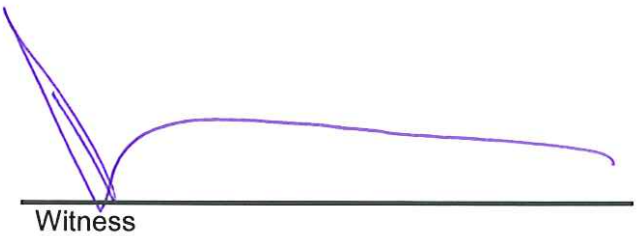
Signed on behalf of Scowlitz First
Nation this 25 day of MARCH,
2014:


(name)

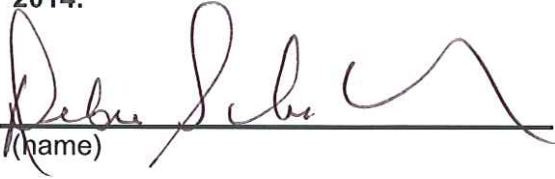

Witness

Signed on behalf of Shxw'ow'hamel
First Nation this 25 day of
MARCH, 2014:

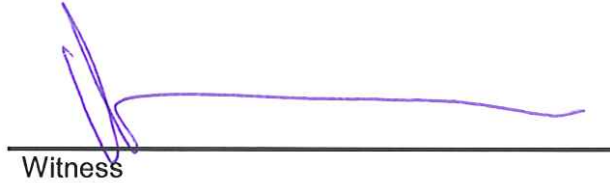

(name)


Witness

Signed on behalf of Skawahlook First Nation this 25 day of March, 2014:



(name)



Witness

Signed on behalf of Sumas First Nation this 25 day of March, 2014:

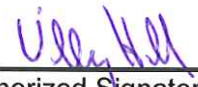


(name)



Witness

Signed on behalf of Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, and Yakwekwioose First Nation as represented by Ts'elxwéyeqw Tribe Limited Partnership this 27 day of March, 2014:



(Authorized Signatory)



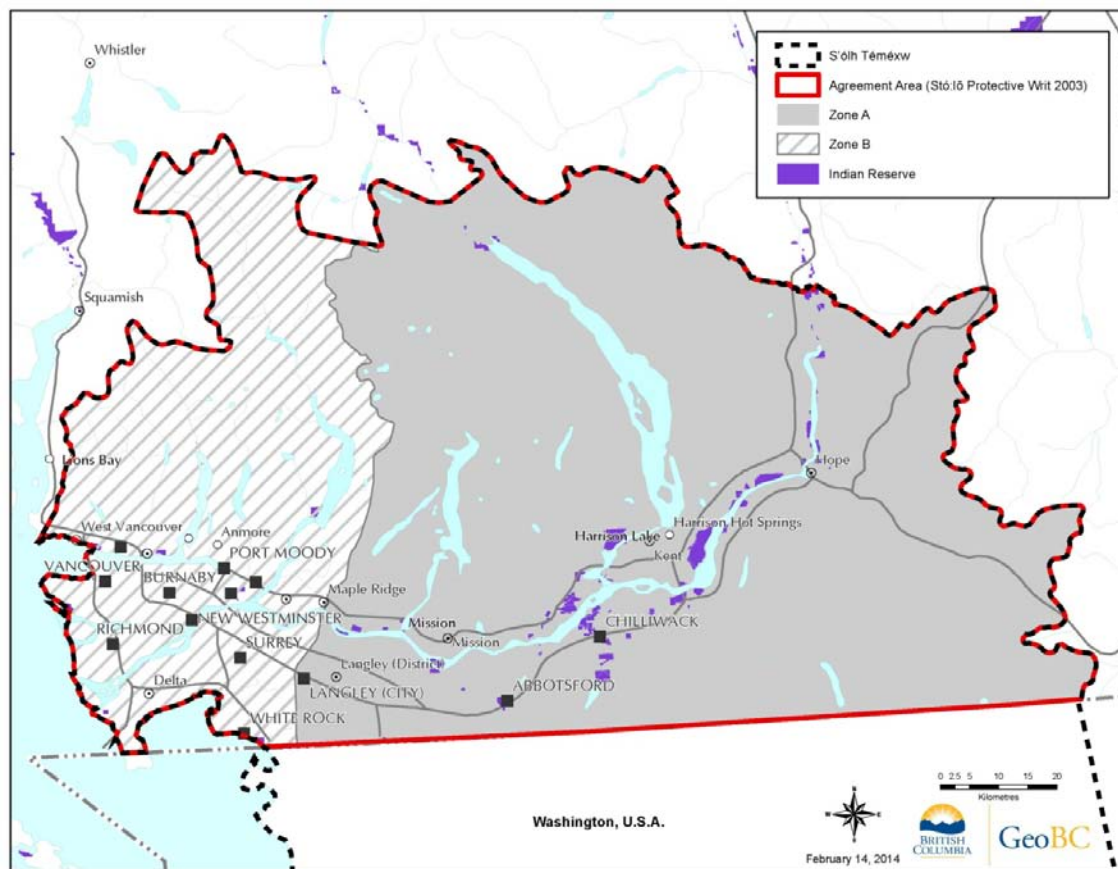
Witness

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by as represented by the Minister of Aboriginal Relations and Reconciliation:



Ministry of Aboriginal Relations and Reconciliation

Appendix A Map of Agreement Area



For the purposes of this Agreement, the Agreement Area shown is the area in which Stó:lō Rights are asserted in the Stó:lō Protective Writ filed in 2003.

The scope of this Agreement is set out under 2.2 and set out here again for ease of reference:

2.2 Scope. The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within both Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

Notwithstanding 2.2 (b), Provincial Agencies and the Stó:lō First Nations may jointly agree to apply some provisions of the Engagement Framework in Zone B.

Appendix B List of Applicable Provincial Legislation

Proposed Activities under the following statutes are subject to consultation under the Engagement Framework:

Environmental Management Act

Forest Act

Forest and Range Practices Act

Heritage Conservation Act

Integrated Pest Management Act

Land Act

Ministry of Lands, Parks and Housing Act

Mines Act

Park Act

Protected Areas of British Columbia Act

Water Act

Appendix C Engagement Framework - General

1. GENERAL PROVISIONS

- 1.1. **Consultation and Accommodation.** The Parties agree that they will follow the processes set out in Appendix C and Appendix D to meet their respective obligations under 6.1 of this Agreement.
- 1.2. **Overview of Contents.** Appendix C includes:
- a. the Engagement Matrix and Engagement Level setting process;
 - b. the process through which the Parties will engage at Engagement Levels 0, 1, 2, 3, and 4; and
 - c. a role for Applicants in the implementation of this Engagement Framework.
- 1.3. **Reference Guide.** The Parties agree that the Reference Guide will provide operational guidance for implementation of Appendix C.
- 1.4. **Bundling Applications.** The Parties agree that with prior discussion with and agreement of the Working Group, Applications that relate to a single project may be bundled into a single Referral Package, referred to as Bundling.
- 1.5. **Batching.** The Working Group will undertake future discussions about opportunities for Batching referrals of administrative decisions, including scheduled renewals of existing tenures, licenses, replacements, or permits where there are no new or incremental impacts or effects on other uses, in advance of replacement.
- 1.6. **Environmental Assessment Act.** The Parties agree that:
- a. this Agreement, including the Engagement set out in Appendix C, does not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*,
 - b. applicable statutes, regulations and the common law, including the Crown's duty to consult and seek to accommodate, continue to apply to all environmental assessments referred to in 1.6 (a);
 - c. this Agreement and Appendix C do not affect or prejudice any Party's position or views on the environmental assessment processes or the Crown's duties in respect of environmental assessments referred to in 1.6 (a);
 - d. where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement set out in Appendix C will apply to Applications with respect to that project; and

e. Appendix D of this Agreement applies where a project is a Major Project.

1.7. **Definition of “Relevant Stó:lō First Nation”.** For the purposes of Appendix C, “Relevant Stó:lō First Nation” means a Stó:lō First Nation(s) needing to be contacted directly by a Provincial Agency or Delegate for engagement regarding an Application.

1.8. The Parties agree that:

- a. the PRRO will act on behalf of the Stó:lō First Nations with respect to 2.2, 2.4 through 2.7, Article 3, 4.2 (a), 4.3, 4.4 (a-c), 4.5 (a-c), 4.6 (a-c), 4.7 (b-c) of Appendix C;
- b. pursuant to 15.1 of the Agreement the PRRO will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by a Proposed Activity;
- c. the Stó:lō First Nations will advise the PRRO whether it is otherwise authorized to act on their behalf in respect of a Proposed Activity;
- d. the PRRO will advise a Provincial Agency whether, in addition to (a), it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity or whether the Provincial Agency will be required to contact a Stó:lō First Nation directly in respect of that Proposed Activity; and
- e. a Provincial Agency is entitled to rely on the PRRO’s advice under (b) and (d) when it engages with the PRRO or a Stó:lō First Nation, as the case may be, in respect of a Proposed Activity.

2. INITIAL REVIEW AND ASSESSMENT

2.1. **Referral Package Submission.** Except as provided for in 2.2, where a Provincial Agency or Delegate initiates engagement, the Provincial Agency or Delegate will:

- a. review the Application;
- b. propose an Engagement Level identified within Table 1 of Appendix C;
- c. prepare a Referral Package; and
- d. submit the Referral Package to the PRRO as soon as practicable.

2.2. **Engagement Level 0 (Information Upon Request).** For all Applications identified by a Provincial Agency or Delegate as activities and decision types to which Engagement Level 0 (Information Upon Request) applies:

- a. no further engagement is required before the Provincial Agency may make a decision on the Application; and

- b. if the PRRO requests information related to a decision(s) regarding an Application identified as Engagement Level 0 (Information Upon Request), the Provincial Agency will provide the notice of the decision(s) and summary information regarding the location and nature of the activity(ies) or authorization(s).

2.3. **Required Information.** Referral Packages provided to the PRRO by a Provincial Agency or Delegate will include the following information:

- a. Provincial Agency contact name, phone number, email and mailing address;
- b. project name (short and descriptive);
- c. issuing agency file number;
- d. area (hectares preferably), if available;
- e. location description;
- f. applicable legislation;
- g. project description including related development, if any;
- h. Applicant contact name, phone number, and email address;
- i. supporting information and material submitted by the Applicant;
- j. GIS compatible digital file, (Shapefile, KMZ, or comparable GIS digital format) of the proposed activity area or, if it is not possible to provide a GIS digital format file, a NAD 83 Zone 10 UTM coordinate, or latitude/longitude coordinates at minimum;
- k. map(s) at a scale sufficient to indicate the location and details (if applicable) of the activity; and
- l. the Provincial Agency's or Delegate's assessment of the appropriate Engagement Level.

2.4. **Incomplete Referral Packages.** If the Referral Package sent to the PRRO is incomplete and the PRRO notifies the Provincial Agency or Delegate of the omission within 5 Business Days of receiving the Referral Package, the timelines set out under 2.5 of Appendix C will not commence until the missing information is received by the PRRO.

2.5. **PRRO Rapid Appraisal.** Within 8 Business Days after the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:

- a. review the Referral Package including the Provincial Agency's or Delegate's assessment of the proposed Engagement Level;
- b. review the Referral Package and, with reference to the criteria set out under 2.6 of Appendix C, either confirm the Engagement Level is appropriate or, propose a different Engagement Level;
- c. include a rationale for any proposed Engagement Level change under 2.6; and
- d. inform the Provincial Agency or Delegate of the confirmed or proposed Engagement Level.

2.6. Criteria for Changes to Engagement Level. The PRRO may suggest revising the Engagement Level proposed by Provincial Agencies or Delegates to a different Engagement Level based on a consideration of any of the following criteria:

- a. the permanence of the decision(s) related to the Application;
- b. the permanence of potential impacts on the land, air, water or related natural resources;
- c. the degree of potential impacts on, land, air, water, natural resources, fish or wildlife and their habitat;
- d. the geographic extent of potential impact on the land or natural resources;
- e. the potential for interfering with a known sensitive area or place with special significance or cultural values to the Stó:lō First Nations;
- f. the potential for interfering with the Stó:lō First Nations exercising Stó:lō Rights;
- g. the degree to which the Stó:lō First Nations will continue to have the ability to exercise Stó:lō Rights in their preferred manner;
- h. the extent of existing development in the area; or
- i. whether the Stó:lō First Nations have indicated support for the Application, or have otherwise indicated to the PRRO that they have no further concerns with the Application.

2.7. Disagreement Regarding Change of Engagement Level. If there is a disagreement between the Provincial Agency or Delegate and PRRO regarding the Engagement Level, the Parties will:

- a. complete an exchange of written reasons for their views on the proposed change to the Engagement Level within 2 Business Days after the PRRO has informed the

Province of the revised Engagement Level under 2.5 (d) and the Parties will try to reach a consensus on the Engagement Level; and

- b. if the disagreement is not resolved within 3 Business Days of the exchange of views under 2.7 (a), then the Parties will use the Issues Resolution Process outlined under Article 6 of Appendix C.

3. PRELIMINARY RESPONSE

3.1. **PRRO Preliminary Response.** Following determination of the Engagement Level, the PRRO will:

- a. provide a copy of the Referral Package to the Stó:lō First Nation(s) who may be affected by the Application;
- b. work with the Stó:lō First Nation(s) who may be affected by the Application in developing a preliminary response to the Provincial Agency or Delegate; and
- c. forward the preliminary response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s) who may be affected by the Application.

3.2. **Time for Preliminary Response.** The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 23 Business Days of receiving a complete Referral Package.

3.3. **Request for an Alternate Response Time.** The PRRO, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in 3.2 of Appendix C and the PRRO, Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

3.4. **Contents of a Preliminary Response.** A preliminary response:

- a. will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by the Proposed Activity;
- b. will identify preliminary Stó:lō First Nations' concerns related to the Application, including the preliminary identification of potential adverse impacts on Stó:lō Rights, if any are known at that time;
- c. will notify the Provincial Agency or Delegate if Stó:lō First Nation(s) will be submitting a final response independently;
- d. will advise the Provincial Agency or Delegate which Relevant Stó:lō First Nation(s) to contact directly for further engagement regarding the Application;

- e. will advise the Provincial Agency or Delegate if and how the PRRO will continue to be involved, and on behalf of which Stó:lō First Nation(s), in subsequent engagement on the Application;
- f. will advise the Provincial Agency or Delegate of information gaps and additional information, studies or technical work that the PRRO and/or Stó:lō First Nation(s) consider necessary to be completed to fully inform the final response; and
- g. for Applications at Engagement Level 1, will advise the Provincial Agency or Delegate which if any Stó:lō First Nation(s) intend to provide a final response.

3.5. **Information to Applicant.** Following receipt of the preliminary response the Provincial Agency may inform the Applicant of:

- a. the final Engagement Level and associated timelines; and
- b. the Stó:lō First Nation(s) the Provincial Agency will be engaging regarding the Application, as confirmed by the PRRO under 3.4 (c) and (d) of Appendix C.

3.6. **No Preliminary Response Provided.** Where the PRRO has not provided a preliminary response within the timeframes noted in sections 3.2 or 3.3, the Provincial Agency or Delegate will contact the PRRO directly and proceed with the process steps and timeframes outlined in Article 4 of Appendix C.

4. ENGAGEMENT LEVEL STEPS

4.1. **General.** Following the receipt of a preliminary response, or expiry of the period for a preliminary response under 3.2 or 3.3, the Provincial Agency or Delegate will contact the Stó:lō First Nation(s) identified in 3.4 (d) of Appendix C, to undertake the process steps set out in this Article 4, in accordance with the final Engagement Level for the Application.

4.2. **Final Response.** Following the completion of the preliminary response by the PRRO and in accordance with the steps set out in 4.4 to 4.7 as applicable:

- a. the PRRO will work with the Stó:lō First Nation(s) who choose not to submit a final response independently, to develop a final response to an Application; and once developed will sign and provide that final response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s);
- b. Relevant Stó:lō First Nations who choose to submit a final response to an Application on their own behalf will sign and provide that final response directly to the Provincial Agency or Delegate.

4.3. **Contents of a Final Response.** A final response will provide a statement of support for an Application, with or without conditions, or an objection to an Application setting out the reasons for it for the purpose of informing a Provincial decision.

4.4. **Engagement Level 1 (Limited).** When a final Engagement Level for an Application has been established as Engagement Level 1, the Provincial Agency or Delegate, and the PRRO and/or the Relevant Stó:lō First Nations undertake the following:

- a. if under 3.4 of Appendix C the PRRO has advised that none of the Stó:lō First Nation(s) identified under 3.4 (a) intend to provide a final response regarding the Application, the Provincial Agency may proceed to make the decision; or
- b. if under 3.4 (g) of Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, that final response will be provided within 5 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; or
- c. if under 3.4 (g) of this Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, but no final response was received within the 5 Business Days referred to in (b) above, the Provincial Agency may proceed to make the decision; and
- d. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application.

4.5. **Engagement Level 2 (Standard).** When the final Engagement Level for an Application has been established as Engagement Level 2, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;
- b. the Relevant Stó:lō First Nation(s), and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 10 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 10 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision on

the Application is made;

- e. if a final response has not been received within the 10 Business Days referred to in (b) or within an agreed-upon revised timeframe under (d), a decision on the Application may be made without further notice after a further 5 Business Days have passed; and
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application.

4.6. Engagement Level 3 (Extensive). When the final Engagement Level for an Application has been established as Engagement Level 3, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation(s) identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;
- b. the Relevant Stó:lō First Nation(s) and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 20 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 20 Business Days the Relevant Stó:lō First Nation(s) and/or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision is made;
- e. if a final response has not been received within the above noted 20 Business Days, or within an agreed-upon revised timeframe under (d) a decision on the Application may be made without further notice after a further 10 Business Days have passed; and
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of any decision made.

4.7. Engagement Level 4 (Special Projects). Subject to 4.8, when a final Engagement Level for an Application has been established as Engagement Level 4, the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s) will undertake

the following:

- a. the Provincial Agency or Delegate will propose to the Relevant Stó:lō First Nation(s) and the PRRO an engagement process for that Proposed Activity; and
- b. the relevant Parties will undertake the process proposed under paragraph (a) or seek to develop an agreed-upon process of engagement for that Proposed Activity within 20 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; and
- c. if requested by the relevant Parties, discussions may be undertaken through the G2G Forum Working Group of this Agreement to reach agreement on a process of engagement, and the Working Group may provide coordination for the agreed upon process.

4.8 Specialized Engagement Steps. Notwithstanding 4.7 of Appendix C, where a Proposed Activity is an Application under the *Forest Act*, *Mines Act* or *Heritage Conservation Act* referred to in Article 8 of Appendix C, the Parties will follow the engagement processes set out in that Article.

5. ROLE OF APPLICANTS

5.1. Letter of Support. If, as a result of work undertaken by the Applicant under Appendix C or otherwise, all Stó:lō First Nations identified by the PRRO under Section 3.4 (a) provide the Provincial Agency a letter that confirms support of, or no further concerns with, an Application, describes the Application that was reviewed, and is signed by a duly authorized representative of that Stó:lō First Nation then, notwithstanding any other provision in Appendix C, Engagement Level 1 will apply with respect to that Application.

5.2. No Release of Obligations. Actions undertaken by an Applicant under Appendix C may assist the Province with the procedural aspects of its consultation obligations in relation to the Stó:lō First Nations, but do not release the Province from its consultation obligations and any other obligations set out in the Agreement.

6. ISSUES RESOLUTION PROCESS

6.1. Engagement Level Options. The Parties will attempt to resolve issues with respect to proposed changes to Engagement Levels using the process outlined under 2.7 of Appendix C.

6.2. Issue Resolution Trigger. Either Party may initiate the Issues Resolution Process where the representatives are unable to reach agreement on the setting of an Engagement Level.

6.3. Notice to Engagement Coordinators. A representative initiates the Issue Resolution Process by notifying the Engagement Coordinators of the impasse.

- 6.4. **Written Description.** Within five (5) Business Days of providing notice under 6.3, the representative must provide a written description of the substantive issue that is unresolved, and any proposed specific actions that could be taken to address the issue to the Engagement Coordinators.
- 6.5. **Issue Resolution Meeting.** Within ten (10) Business Days of the receipt of the written descriptions, the Engagement Coordinators will convene an issue resolution meeting to discuss the written descriptions and attempt to resolve the issue(s) by attempting to reach agreement on the recommendations.
- 6.6. **Notice to G2G Forum Co-Chairs.** Where if an issue remains unresolved after the issue resolution meeting under 6.5, the Engagement Coordinators will provide notice of the issue to the G2G Forum Co-Chairs.
- 6.7. **G2G Forum Co-Chairs.** After receiving notice under 6.6, the G2G Forum Co-Chairs will:
- a. make reasonable and expedient efforts to resolve the issue, and may by mutual agreement, arrange for further discussion at the G2G Forum; and
 - b. at the discretion of the G2G Forum Co-Chairs, may consult as appropriate with responsible officials or other senior representatives.
- 6.8. **Unresolved Issues.** Where an issue remains unresolved after the G2G Co-Chairs' efforts at resolution, each Party will notify the other in writing of the outstanding points of disagreement for information purposes.
- 6.9. **Notice to Decision Makers.** Following the notifications exchanged in 6.8, the representatives will provide information about the issue to its respective decision makers, including a description of the respective outstanding points of disagreement as well as any agreed upon recommendations.
- 6.10. **Written Summary.** Prior to making a decision pursuant to 6.9, the Provincial Agency making the decision will provide the Stó:lō First Nations with a written summary of the proposed decision and how recommendations and potential impacts to Stó:lō Rights have been considered.

7. ENGAGEMENT MATRIX

7.1. **Table Description.** Table 1 provides a range of Engagement Levels based on program themes and types of decisions under the legislation included Appendix B of this Agreement.

7.2 **Table Use.** The Engagement Levels identified in Table 1 will be used by the Parties, in accordance with Article 2 of Appendix C to determine Engagement Level for an Application.

Table 1

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Ecosystems		Forest and Range Practices Act related statutory decisions <ul style="list-style-type: none"> ▪ General wildlife measures 	Forest and Range Practices Act <ul style="list-style-type: none"> ▪ Government Action Regulations (GAR) – exemptions 	Forest and Range Practices Act <ul style="list-style-type: none"> - Government Action Regulations (GAR) - designation and amendments 	
Forests and Range (Timber Supply)			Timber Supply Area <ul style="list-style-type: none"> ▪ Allowable annual Cut (AAC) (Section 18 of the Forest Act) transfer, TSA AAC postponement. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> ▪ AAC uplift disposition ▪ AAC TSR re-apportionment. ▪ AAC TSA license consolidation or subdivision. AAC for Area Based Tenures: Tree Farm Licence, Community Forest Agreement (CFA), First Nation Woodland Licence, Woodlot Licence. <ul style="list-style-type: none"> ▪ AAC Determination process. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> ▪ Determination, Data Package review, Timber Supply Analysis.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Forests and Range (Licenses)	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer. <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Transfer. <p>Woodlot Licence/Timber Licence/ Licence to Cut</p> <ul style="list-style-type: none"> ▪ Licence transfer. 		<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ TFL consolidation, and subdivision, private land removal, amendment. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Boundary/area amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Extension, FL consolidation, and subdivision, amendment <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Private land removal, boundary/area amendment. 	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major, replacement. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement (FL only), major amendment <p>Woodlot Licence (WL), FN Woodland Licence (FNWL),</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Salvage, Community Salvage Licence, Licence to Cut</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Timber Licence</p> <ul style="list-style-type: none"> ▪ Extension 	
Forests and Range (Administrative and Operational Plans)	<p>Silviculture Prescription amendment</p> <ul style="list-style-type: none"> ▪ Submissions under the Forest Practices Code (FPC) (e.g. Stocking standard amendment). <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Minor amendments not requiring approval. 	<p>Conservancy minor amendment</p> <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. <p>Conservancy exemptions</p> <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Minor amendments 	<p>TFL, WL, CFA, FNWL Management Plans</p> <ul style="list-style-type: none"> ▪ Amendment. 	<p>Government Actions Regulation Orders and Land Act decisions</p> <ul style="list-style-type: none"> ▪ Establishing resource conservancies or major amendment (e.g. Old Growth Management Areas (OGMA), Visual Quality Objectives (VQO), Scenic areas,, Resource features, etc). <p>Forest Stewardship</p>	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		requiring approval or plan extensions.		Plan, Woodlot Licence Plan <ul style="list-style-type: none"> ▪ New or major amendment. 	
Forests and Range (Cutting Authority)	<p>Road Use Permit</p> <ul style="list-style-type: none"> ▪ Issuance, or amendment ▪ Road maintenance. <p>Free Use Permit,</p> <ul style="list-style-type: none"> ▪ New or amendment (e.g. Cultural Use, firewood, other). <p>Christmas Tree Permit</p> <ul style="list-style-type: none"> ▪ Permit to grow and harvest Christmas trees. <p>Approval to Scale special Forest Products (within existing and active cutting permit)</p>	<p>Forest Service Road</p> <ul style="list-style-type: none"> ▪ New construction, including re-alignments. <p>Works Permit/ General Works (government contract)</p> <ul style="list-style-type: none"> ▪ Issuance, or amendment ▪ Road maintenance ▪ Road deactivation. <p>Free Use Permit,</p> <ul style="list-style-type: none"> ▪ Designation of firewood cutting area for the public. <p>Misc. Forest Tenure - Forest Act (s.52) Cutting or Occupancy by government or agent (e.g. helipad construction not within cutblock or road).</p> <p>Small scale salvage/ Forest License to Cut</p> <ul style="list-style-type: none"> ▪ Issuance, major amendment. 	Occupant License to Cut <ul style="list-style-type: none"> ▪ Issuance. 		<p>Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP)</p> <ul style="list-style-type: none"> ▪ Development/ issuance or major amendment.
Forests and Range (Occupancy License)	<p>Special use permit (SUP)</p> <ul style="list-style-type: none"> ▪ Assignment. 	<p>Special Use Permit (SUP)</p> <ul style="list-style-type: none"> ▪ New ▪ Amendment ▪ Replacement 			
Forests and Range (Transfer or Assignments)	<p>Transfer or Assignment of Forest Tenure</p>				
Forests and Range (Silviculture Activities)	<p>Activities:</p> <ul style="list-style-type: none"> ▪ Snag falling for worker safety ▪ Mechanical Site 	<p>Activities:</p> <ul style="list-style-type: none"> ▪ Fertilization. 			

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	Preparation (MSP) <ul style="list-style-type: none"> ▪ Planting ▪ Manual Brushing ▪ Juvenile spacing / pruning. 				
Forests and Range (Recreation)	Recreation <ul style="list-style-type: none"> ▪ Established site or trail maintenance project routine day to day maintenance (e.g. garbage removal, toilet pumping, repair and replacement of signs etc). 	Recreation <ul style="list-style-type: none"> ▪ Established site or trail maintenance project (routine day to day maintenance not included) ▪ Dis-establish recreation site or trail ▪ Protection of recreation resource on Crown land 	Recreation <ul style="list-style-type: none"> ▪ Establish or construction of new site, trail, or interpretive forest site and objectives. 		
Forests and Range (Range)		Grazing/Hay Cutting Permits <ul style="list-style-type: none"> ▪ Issuance, amendment Grazing or Hay Cutting Licence/Permit <ul style="list-style-type: none"> ▪ Boundary change or amendment, transfer, relinquished tenure. 	Grazing/Hay Cutting Licence <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendments, boundary changes Range Use Plan or Range Stewardship Plan <ul style="list-style-type: none"> ▪ Amendment, extension. 	Range Use Plan or Range Stewardship Plan <ul style="list-style-type: none"> ▪ Issuance 	
Heritage Conservation Act					Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including: issuance of s. 12 permits issuance of s.14 permits
Land Tenures	<ul style="list-style-type: none"> ▪ Assignments of tenures ▪ Notation of Interest files 	Activities with minor or negligible new ground disturbance or effect on other uses, including one	Activities with potential for new ground disturbance or effect on other uses, including one	Activities with potential for significant new ground disturbance or effects on other	Clean Energy Project-General Area License

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		<p>or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Administrative applications including premature renewals, tenure replacements minor amendments to existing tenures (term change; purpose change). ▪ Community or institutional uses: Nominal Rent tenures ▪ Communication sites and associated buildings with less than 1 ha site footprint and no new road access ▪ Navigation aids, including beacons ▪ Work permits for maintenance of existing infrastructure or with no incremental disturbance footprint ▪ Transfers of administration between Provincial Agencies and Provincial Federal Agencies ▪ Establishment of Map Reserves (Section 17) in 	<p>or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ Gravel pits or quarries with annual production <200,000 tonnes ▪ Communication sites and associated buildings with more than 1 ha site footprint and / or new road access ▪ New roads less than 2 km in length ▪ New utility rights-of-way less than 2 km in length ▪ Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours ▪ General commercial ▪ General industrial¹ ▪ General log handling and storage² ▪ Residential licenses; private moorage ▪ Legalizations of recreational / residential cabins ▪ Forfeited 	<p>uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> ▪ New wilderness lodges ▪ Fee simple transfers of previously un-tenured lands (remote) ▪ Gravel pits or quarries with annual production of 200,000 to 500,000 tonnes ▪ New roads greater than 2 km in length ▪ New utility rights-of-way greater than 2 km in length ▪ Commercial recreation involving motorized or intensive uses, including heli-skiing ▪ Intensive agriculture in an area less than 15 ha ▪ Extensive Agricultural tenures ▪ Fee simple sales ▪ Heavy industrial activities, such as industrial parks, within the developed area; intensive log 	

¹ **General industrial:** the use of Crown upland and/or aquatic land to conduct a business enterprise involving the storage, manufacture, assembly, testing, servicing, repairing, fabrication, wrecking, salvaging, processing or production of all goods and materials, including the selling of industrial equipment.

² **General Log handling and storage:** the use of Crown land for industrial activities and related improvements for log dumping, storage, sorting, booming and barging in remote areas and other areas not associated with intensive log handling.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		<p>which a higher level of engagement is required prior to development.</p> <ul style="list-style-type: none"> ▪ Investigative permits ▪ Special events ▪ Section 16 Map Reserves- no development 	<p>residential lots</p> <ul style="list-style-type: none"> ▪ Section 16 Map Reserves - development ▪ Clean Energy Project- Investigative License 	<p>handling and storage.³</p> <ul style="list-style-type: none"> ▪ Community Institutional Policy: Sponsored Crown Grants 	
Mineral Exploration ⁴	<p>Non-mechanized mineral exploration work with no permit.</p>	<p>Non-mechanized mineral exploration work that requires a Mines Act Permit including:</p> <ul style="list-style-type: none"> ▪ Underground exploration with nil or negligible surface disturbance ▪ Induced Polarization Survey⁵ <p>Date extension of Notice of Work and Leases – Coal, Mineral, Placer⁶</p>	<p>Mechanized mineral exploration work on pre-existing or in previously disturbed areas, including:</p> <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives ▪ Helicopter supported drill program ▪ Re-opening of existing roads or trails within in previously disturbed areas ▪ Existing placer mining operations 	<p>Mechanized mineral exploration work in undisturbed areas, including:</p> <ul style="list-style-type: none"> ▪ Drilling, trenching, or test-pitting with or without the use of explosives⁷ ▪ New access development where previous access has only been by water or air ▪ New underground development for mineral exploration purposes ▪ New placer mining operations - Bulk samples 	<p>Inspector determines Mines Development Review Committee</p> <p>Mineral exploration activities which are deemed authorized</p>

³ **Intensive Log Handling and storage:** the use of Crown land for industrial activities and related improvements directly associated with a wood conversion facility (e.g. sawmill, pulpmill, plywood mill) and/or an integrated operational facility such as a centralized dry land or aquatic log sort, and includes, without limitations, log storage and holding areas, jackladders, feeder pockets, hot ponds, wharves and floats, float-camp sites, pilings and areas of fill directly associated with those facilities.

⁴ **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

⁵ **Induced Polarization Surveys:** IP Surveys using exposed electrodes, and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, are deemed authorized (Level 4- Specialized Engagement Steps)

⁶ **Term extension:** Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Level 4- Specialized Engagement Steps)

⁷ **Mineral or Coal Exploration Drill Programs:** Mineral or coal exploration drill programs in the permitted area of disturbance of a producing mineral or coal mine that is currently operating are deemed authorized (Level 4- Specialized Engagement Steps)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Aggregate Development			Aggregate development, sand and gravel quarry and industrial quarry less than 100,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits 	Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits 	
Parks and Protected Areas	Land Use Occupancy <ul style="list-style-type: none"> Parks film permits with: <ul style="list-style-type: none"> No ground disturbance; Limited number of vehicles/ crew; Limited number of days Commercial Recreation Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance Special events permits using existing facilities and with no disturbance Research Letters of permission for research Operations <ul style="list-style-type: none"> Hazard tree removal for emergency 	Land Use Occupancy <ul style="list-style-type: none"> Existing land use occupancy permit (renewal) Film permit – all other (5 business days)⁸ Research <ul style="list-style-type: none"> Park use permit for research activities that does not involve invasive sampling methods and/or improvements Commercial Recreation <ul style="list-style-type: none"> Commercial Recreation Permits (motorized and non-motorized) using existing facilities. Special events Guided outfitting and angling using existing facilities Operations – other <ul style="list-style-type: none"> Small and medium scale ecosystem restoration projects (< 1ha) 	Land Use Occupancy <ul style="list-style-type: none"> New land use occupancy permit (including fixed roof accommodation facilities) Research <ul style="list-style-type: none"> Park use permit for research that involves potentially invasive sampling methods, and/or improvements Commercial Recreation <ul style="list-style-type: none"> Motorised and non-motorised commercial recreation requiring new facilities Guided outfitting and angling requiring new facilities Operations – Facilities <ul style="list-style-type: none"> New facility development, or construction Operations - Other	Designation <ul style="list-style-type: none"> New parks or protected areas 	

⁸ Parks Film Permits (Level 1) – 5 business days for Engagement Process.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<ul style="list-style-type: none"> purposes Assignments of permits 	<ul style="list-style-type: none"> Hazard tree removal for forest health purposes. 	<ul style="list-style-type: none"> Larger scale ecosystem restoration projects (> 1ha) <p>Designation</p> <ul style="list-style-type: none"> Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park). <p>Amendments</p> <ul style="list-style-type: none"> Park boundaries 		
Pesticides	<ul style="list-style-type: none"> All Licenses except for forest pest, noxious weeds and industrial vegetation 	<ul style="list-style-type: none"> Pest management plans for railways – ballast area, switches, maintenance yards, treatment of selected trees & shrubs outside ballast area Vegetation management plans for right-of-ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access Mosquito and biting fly management plans for areas with public access 	<ul style="list-style-type: none"> Vegetation management for right-of-ways – selective management of encroaching trees & shrubs or with public access Vegetation management plans for industrial sites on public land – general selective vegetation management, or with public access Vegetation management plans for noxious weeds on sites with public access Pesticide Use permits 	<ul style="list-style-type: none"> Forest pest management plans for – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) pending further discussion Licensed treatments for forest pests, noxious weeds and industrial vegetation 	
Waste Management	<ul style="list-style-type: none"> New registration – Municipal Wastewater Regulation – small (22.5 m3/day to 50m3/day) New registration – 	<ul style="list-style-type: none"> New effluent permits or approvals – small New refuse approvals (garbage, solid waste) – small 	<ul style="list-style-type: none"> New effluent approvals other waste discharges - large⁹ New refuse approvals - large¹⁰ Operational 	<ul style="list-style-type: none"> New refuse permits - large¹¹ New effluent permits other waste discharges – large Significant 	

⁹ **Large effluent discharge:** any effluent discharge greater than 50m3/day

¹⁰ **Large refuse discharge:** any refuse discharge greater than 500m3/yr or with a total landfill design capacity of greater than 5000m3 (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

¹¹ **Large refuse permit:** e.g.: garbage, solid waste, e.g.: municipal landfill

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<p>Municipal Wastewater Regulation – large (>50m³/day)</p> <ul style="list-style-type: none"> ▪ Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation) ▪ New Registration - Vehicle Dismantling and Recycling Industry Environmental Planning Regulation ▪ New Registration - Asphalt Plant Regulation ▪ New Facility Registrations - Hazardous Waste Regulation 	<ul style="list-style-type: none"> ▪ Significant amendments – small approvals (as defined in the Public Notification Regulation) ▪ New air permits or approvals ▪ Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Stó:lō First Nations concerns with solid waste management plan ▪ Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Stó:lō First Nations concerns with liquid waste management plan 	<p>certificate (authorized under solid waste management plans) if outstanding Stó:lō First Nations concerns with solid waste management plan</p> <ul style="list-style-type: none"> ▪ New refuse permits (garbage, solid waste) – small 	<p>amendments – permits or large approvals (as defined in the Public Notification Regulation)</p> <ul style="list-style-type: none"> ▪ Liquid waste management plans ▪ Solid waste management plans (consultation undertaken by Regional Districts and Municipalities) ▪ Area Based Management Plans – Plan Development 	
Water	<ul style="list-style-type: none"> ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (a) extend the time set for beginning construction of the works; - (b) extend the time set for completion of the works; - (c) extend the time set for making beneficial use of the water; - (e) correct an error in the 	<ul style="list-style-type: none"> ▪ Domestic Licences ≤ 500 gad ▪ Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> - (d) authorize additional or other works than those previously authorized; - (h) extend the term of the licence; - (i) increase or reduce the quantity of water authorized to be 	<ul style="list-style-type: none"> ▪ All other Licences <25,000 gad ▪ Section 9 applications, expect for emergency situations 	<ul style="list-style-type: none"> ▪ Licences with a Water Development plan (>25,000 gad) 	<ul style="list-style-type: none"> ▪ Clean Energy Projects ▪ Water Management Plans ▪ Water Allocation Plans

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<p>licence;</p> <ul style="list-style-type: none"> - (f) remove a provision of the licence that is inconsistent with this Act; - (g) authorize the use of water for some purpose other than that specified in the licence; <ul style="list-style-type: none"> ▪ Transfer of appurtenancy of an authorization (Section 19) ▪ Apportionment of rights under licence (Section 20) ▪ Part 7 Notification Regulations of Section 9 work in and about a stream (Water Regulation Section 44) ▪ Amendment of a Section 9 approval if it's related to: <ul style="list-style-type: none"> - correct an error in the approval; - remove a provision of the approval that is inconsistent with this Act; - extend the time set for completion of the works; - extend the term of the Approval; ▪ Compliance and Enforcement Orders 	<p>diverted or stored if it appears to have been erroneously estimated.</p> <ul style="list-style-type: none"> ▪ Short Term Use of water approvals (Section 8) ▪ Emergency Approvals (case to case bases and after they are issued) ▪ Amendment of an Section 9 approval not listed under level 0; 			
General (only applies for statutory)		<ul style="list-style-type: none"> ▪ Short-term or seasonal activities ▪ No or minor new surface 	<ul style="list-style-type: none"> ▪ New minor to moderate surface disturbance in previously 	<ul style="list-style-type: none"> ▪ Moderate to significant new ground disturbance 	<ul style="list-style-type: none"> ▪ Relates to a complex Application with significant new

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
decisions and activity types not specified elsewhere in this table) ¹²		disturbance, or new minor to moderate ground disturbance in previously disturbed areas <ul style="list-style-type: none"> ▪ No new permanent access¹³ ▪ No or very small permanent infrastructure ▪ Non-exclusive tenures¹⁴ ▪ Administrative Applications¹⁵ where there are no historic issues and no new impacts. 	disturbed areas <ul style="list-style-type: none"> ▪ Minor to moderate new permanent access ▪ New minor to moderate sized permanent infrastructure ▪ Semi-exclusive tenures (potential to limit some other land uses) ▪ Administrative applications where there are potential historic issues and no low-to-moderate new impacts 	<ul style="list-style-type: none"> ▪ Moderate to significant new permanent access (expands permanent access network) ▪ Moderate to large sized new permanent infrastructure ▪ Exclusive tenures (likely to limit other land uses) ▪ Administrative applications where there are identified historic issues with moderate-to-significant new impacts ▪ Large or extensive new permanent infrastructure 	impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3.

¹² **General:** applies where not specific guidance has been applied elsewhere in Table 1 for activities under legislation identified in Appendix C (List of Applicable Legislation) of the SSEAP.

¹³ **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

¹⁴ **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

¹⁵ **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

8.0 Engagement Level 4 (Special Projects): Specialized Engagement Steps

8.1 **Forest Act.** Notwithstanding 4.7 but subject to 8.2, the Parties agree that the Specialized Engagement Steps set out in Table 2 below apply to the following forest authorizations under the *Forest Act*:

- Timber Sale License (TSL);
- Cutting Permit (CP); and
- Road Permit (RP).

8.2 **Request for an Alternate Response Time.** The PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in steps 1 to 6 of Table 2 and the PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

Table 2

STEPS	<i>Forest Act</i> : Timber Sale Licenses, Cutting Permits, and Road Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.1, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> a. identify the Engagement Level (4); b. prepare a Referral Package in accordance with 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide; and c. submit the Referral Package to the PRRO.
2.0	<p>2.1 Referral Package. The PRRO will provide a rapid appraisal response to the Provincial Agency or Delegate within 8 Business Days of receiving a complete Referral Package.</p> <p>2.2 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, with reference to the information listed under 2.3 of Appendix C, and the PRRO notifies the Provincial Agency of the omission(s) within 5 Business Days of receiving the Referral Package, the timelines set out under Article 8 of Appendix C will not commence until the information specified under 2.3 of Appendix C is received by the PRRO.</p> <p>2.3 Rapid Appraisal. Once the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:</p> <ul style="list-style-type: none"> a. review the Referral Package; and b. inform the Provincial Agency or Delegate of preliminary and final response

	timelines.
3.0	3.1 Preliminary Response. The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 20 Business Days of receipt of the Referral Package. The PRRO will follow the preliminary response steps set out in 3.1 of Appendix C; and the contents of a preliminary response will meet the requirements of 3.4 (a – f) of Appendix C.
4.0	<p>4.1 Engagement and Final Response. Following the receipt of a preliminary response, or conclusion of the preliminary response timeframe as noted in 3.0 of this Table 2, the Provincial Agency or Delegate will contact the PRRO and/or Relevant Stó:lō First Nations to undertake the following process steps:</p> <ul style="list-style-type: none"> a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nations identified in 3.4 (a). of Appendix C regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable; b. the Relevant Stó:lō First Nation(s), and/or the PRRO on one or more of their behalf, will provide a final response with regard to the Application, within 60 Business Days of receiving a complete Referral Package; c. if a final response cannot be provided within the above noted 60 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny; and d. following receipt of the final response the Provincial Agency or Delegate; or after the above noted 60 Business Days, or an agreed-upon revised timeframe under step 4.1(c), the actions and under step 5.0 will commence immediately.
5.0	<p>5.1 Block and Road Development. The Provincial Agency or Delegate may initiate block and road development.</p> <p>5.2 Notification. The Provincial Agency (BC Timber Sales) will notify the PRRO when block and road development associated with a TSL or RP is complete.</p>
6.0	<p>6.1 Block and Road Monitoring. BC Timber Sales and the PRRO will define block and road monitoring process(es).</p> <p>6.2 CP and RP Referrals. The Province, or Delegate if directed, will submit a CP and/or RP Application referral to the PRRO. The referral application(s) will include the information specified under 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide.</p> <p>6.3 Validation Response. When the PRRO receives a complete CP and/or RP application referral from the Province or Delegate, they will provide a validation response, summarizing the results of the validation process (procedures used to ensure that the forest development associated with a CP and/or RP have addressed</p>

	<p>PRRO recommendations as presented in steps 3 and 4 of Table 2), to the Province within 5 Business Days.</p> <p>6.4 Incomplete Referral Package. If the Referral Package received by the PRRO is incomplete and the PRRO notifies the Province or Delegate of the omission within 5 Business Days of receipt, the timeline under step 6.3 will not commence until the missing information is received by the PRRO.</p>
7.0	<p>7.1 Decision Maker’s Discretion. The Provincial Agency decision maker will determine whether further engagement with the PRRO or Relevant Stó:lō First Nation(s), if any, is required before a decision is made.</p> <p>7.2 Process. If the Provincial Agency decision maker (currently the District Manager regarding CPs and RPs and the Timber Sales Manager regarding TSLs) determines more engagement is required the Provincial Agency decision maker will also provide the process steps for further engagement.</p>
8.0	<p>8.1 Notice to PRRO and Relevant Stó:lō First Nations. The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.</p>
9.0	<p>9.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently. The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a final response independently of the decision.</p>

8.3 **Mines Act.** Notwithstanding 4.7, the Parties agree that the Specialized Engagement Steps set out in Table 3 below apply to the following exploration activities that are deemed authorized under the *Mines Act* Permit Regulation (here after called “deemed authorizations”):

- a. induced polarization (IP) surveys using exposed electrodes;
- b. mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating; and
- c. extending the term of mineral or coal exploration activities by up to two years.

Table 3

STEPS	<i>Mines Act</i> – Deemed Authorizations
1.0	<p>1.1 Notice. Where the Chief Inspector receives a notice (the “Notice”) required by the <i>Mines Act</i> Permit Regulation (the “Regulation”) with respect to a deemed authorization, the Province will forward the Notice and the Chief Inspector’s contact information to the PRRO no later than 15 Business Days before the end of the notification period under the Regulation.</p>
2.0	<p>2.1 PRRO Responsibilities. Upon receipt of the Notice, the PRRO will:</p> <p>(a) publish the information received into Stó:lō Connect; and</p>

	(b) within 15 Business Days of receipt of the Notice, notify the Chief Inspector of any potential adverse impacts on Stó:lō Rights resulting from the deemed authorizations.
3.0	<p>3.1 Chief Inspector Discretion. Under the Regulation the Chief Inspector may order that a deemed authorization does not apply in respect to a particular permit if the Chief Inspector considers it necessary to protect health, safety, the environment, or a cultural heritage resource.</p> <p>3.2 Deemed Authorization Does Not Apply. If the Chief Inspector orders that the deemed authorization does not apply, the Chief Inspector will contact the PRRO and advise the PRRO of the requirements under the Mines Act if there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c).</p> <p>3.3 Revisions to a Permit. If there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c) the Parties will try to develop an agreed to engagement process for that Application.</p> <p>3.4 Disagreement. If an engagement process is not agreed upon under step 3.3, Articles 2 to 4 of Appendix C will apply to the Application.</p>
4.0	Notification of Status. Upon request of the PRRO, the Provincial Agency will notify the PRRO regarding the status of a deemed authorization.

8.4 **Heritage Conservation Act.** Notwithstanding 4.7, the Parties agree that the Specialized Engagement Steps set out in Table 4 apply to the Applications for permits under sections 12 or 14 of the *Heritage Conservation Act*.

8.5 **Zone A and Zone B.** Notwithstanding 2.2 (b) of the Agreement, the Parties jointly agree to apply the following provisions outlined in Table 4 in Zone A and Zone B.

Table 4

STEPS	<i>Heritage Conservation Act</i> : Section 12 and Section 14 Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.4, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> a. prepare a fully completed <i>Heritage Conservation Act</i> permit Application, hereinafter referred to in this Table as “Referral Package”; and b. submit the Referral Package to the PRRO.
2.0	2.1 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, and the PRRO notifies the Provincial Agency of the omission within 5 days of receiving the Referral Package, the timelines set out in this Table will not commence until the information specified under step 1.1(a) is received by the PRRO.

	<p>2.2 Complete Referral Package. Once the PRRO receives a complete Referral Package, the PRRO will commence a 30 calendar day review period, and will enter (publish) the package into Stó:lō Connect.</p> <p>2.3 Final Response. The PRRO and/or Relevant Stó:lō First Nation(s) will submit a final response to be called the “Stó:lō Heritage Investigation Permit”, within 30 calendar days of receipt of the complete Referral Package.</p>
3.0	<p>3.1 Request for an Alternate Response Time – Provincial Agency or Delegate. If the Provincial Agency or Delegate notifies the PRRO and/or Relevant Stó:lō First Nation(s) with a request for a shortened review period, usually 15 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) will provide one of the following responses:</p> <ul style="list-style-type: none"> a. approval to the request, in which case the timelines for providing a final response will be adjusted accordingly; or b. rejection of the request, in which case the standard 30 calendar day timeline will remain in effect.
4.0	<p>4.1 Request for an Alternate Response Time – PRRO. If a final response cannot be provided within the 30 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p>
5.0	<p>5.1 Decision Maker’s Discretion. If a final response has not been received within the above noted 30 calendar days, or within an agreed-upon revised timeframe under 4.1 above, the Provincial Agency decision maker may proceed to make the decision.</p>
6.0	<p>6.1 Notice to PRRO and Stó:lō First Nation(s). The Provincial Agency decision maker will notify the PRRO of the decision regarding the Application and the PRRO will notify the Stó:lō First Nations of that decision.</p>
7.0	<p>7.1 Exceptions. Exceptions to the processes established in 1.0-6.0 of this Table 4 include:</p> <p>7.1.1 Direct Issuance of a <i>Heritage Conservation Act</i> Permit. When the Provincial Agency or Delegate receives an application with letters of support from all potentially affected Stó:lō First Nations, then the Provincial Agency or Delegate will automatically move to providing a decision without any need of further engagement.</p> <p>7.1.2 Specific Amendment Requests for Previously Issued <i>Heritage Conservation Act</i> permits. Amendment requests received by the Provincial Agency or Delegate to (a) extend a previously issued <i>Heritage Conservation Act</i> permit expiry date, or (b) transfer a previously issued <i>Heritage Conservation Act</i> permit to someone within the same company who employed the previous permit holder, will be forwarded to the PRRO as a method of notification and information sharing but there will be no further engagement. All other amendment requests for previously issued</p>

	<i>Heritage Conservation Act</i> permits will be forwarded to the PRRO for review and response following the processes laid out in steps 1-6.
--	-----------------------------------------------------------------------------------------------------------------------------------------------

Appendix D Engagement Framework for Major Projects

- 1.1 **General.** This section applies when the Parties engage on Major Projects.
- 1.2 **Request to Discuss a Major Project.** A Provincial Agency or a Stó:lō First Nation may submit a request to the Working Group of this Agreement to discuss a Major Project with the Executive Level of the Government to Government Forum. This request will include:
 - a. a description of the Major Project and relevant background information;
 - b. a description of how the Major Project may adversely affect Stó:lō Rights;
 - c. any possible options and/or timelines that the requesting Party may be considering;
and
 - d. relevant contact information.
- 1.3 **Meeting Determination.** Within 20 Business Days of receiving the request under 1.2, the Working Group of this Agreement will:
 - a. determine if a special Executive Level meeting is required to discuss the proposed Major Project; or
 - b. place discussion of the proposed Major Project on the agenda for the next scheduled Executive Level meeting.
- 1.4 **Workplan.** The Executive Level may direct the Working Group of this Agreement to develop a workplan that identifies the most efficient approach to proceed with the Major Project proposal.

Appendix E Strategic Topics

- 1.1 **Scope.** As set out in 2.2 c of the Agreement, the provisions related to the Government-to-Government Forum apply to that portion of S'ólh Téméxw within Zone A and Zone B.
- 1.2 **SEA Working Group.** The SEA Working Group may discuss strategic, operational, and administrative matters related to the Agreement Area that are of interest to any of the Parties.
- 1.3 **Identified Topics.** The Parties agree that the following Strategic Topics will be discussed by the SEA Working Group as part of the implementation this Agreement:
 - a. possible future additions to the list of Provincial statutes in Appendix B, including:
 - i. the *Wildlife Act*;
 - ii. the *Fisheries Act*;
 - iii. the *Dike Maintenance Act*; and
 - iv. the *Oil and Gas Activities Act*;
 - b. development of a strategy to improve the recognition, conservation, protection and management of heritage sites in the Agreement Area of importance to the Stó:lō First Nations which in particular would include components related to:
 - i. sharing public and confidential information;
 - ii. the role of local governments regarding sites on private property;
 - iii. possible designation of sites on public forest land; and
 - iv. mechanism for ongoing engagement between the Parties;
 - c. possible addition of Non-Participatory First Nations as Parties to this Agreement where they have asserted traditional territory that overlaps or is contained in S'ólh Téméxw; and
 - d. Other topics may include, but are not limited to:
 - i. information sharing protocols, agreements, and procedures;
 - ii. facilitating First Nations involvement in the regional economy;
 - iii. revenue-sharing policy and guidelines;
 - iv. development of energy infrastructure;
 - v. strategies related to cumulative effects;
 - vi. access management guidelines;
 - vii. activities that may impact air and water quality; and
 - viii. spatial mapping and planning to support more effective decision-making.

Appendix F Zone B

- 1.1 **Workplan.** The SEA Working Group will develop a workplan within 90 days of the execution of this Agreement to identify First Nations interests in Zone B and developing related consultation provisions.
- 1.2 **Principles.** In particular, the Parties agree that the development of the workplan will be guided by the following principles:
 - a. the Parties have a mutual interest in developing a better understanding of the relationship between the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations that reside and assert interests in Zone B;
 - b. the linkage between consultation provisions related to the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations need to be clarified;
 - c. the Parties agree to share and discuss respective views on the occupation and use of First Nations in Zone B; and
 - d. the Parties agree that the primary interests of the Stó:lō First Nations in Zone B for which consultation procedures need to be clarified include:
 - protection of Stó:lō heritage and cultural sites;
 - determination of the Annual Allowable Cut in the Agreement Area;
 - review and approval of Major Projects related to the energy sector; and
 - development of water management and allocation plans

Appendix G Performance Measures

PM#	Measure	Target
PM1	% of referrals where Final Engagement Level is adjusted from Preliminary Engagement Level	Final Engagement Level adjusted from Preliminary Engagement Level for $\leq 20\%$ of Referrals.
PM2	% of referrals where final response timelines are met.	The PRRO will forward a final response to the Provincial Agency within the prescribed timelines in the EF for 80% of Referrals.
PM3	% of referrals with response timelines modified by PRRO.	The PRRO may identify revisions to the timeframe for up to 10% of Referrals.
PM4	% of referrals with response timelines modified by Provincial Agencies.	A Provincial Agency may identify revisions to the timeframe for up to 10% of Referrals.
PM5	Number of referral letters required for any given authorization/project before the pilot compared to number of referral letters required after the pilot.	For authorizations/projects within the pilot boundary, one referral letter for all signatory FN.
PM6	Qualitative survey with questions related to the quality of engagement process (using a 1-5 scale).	The signatory First Nations and Provincial Agencies will experience an increase in satisfaction with the quality of the engagement process.
PM7	Qualitative survey with questions related to the quality of referral responses (using a 1-5 scale).	The preliminary and final response will provide the First Nations and Provincial Agencies with information for consultation.

For the purposes of this Agreement, and in accordance with 18.6 (b) of this Agreement, the G2G Forum Co-Chairs may amend and develop additional performance measures to better evaluate the Agreement such as, Provincial Agency decision notification letters.

Appendix H Stó:lō Nation Society Representation

(attached)



Stó:lô Nation

Bldg. # 7 - 7201, Vedder Road, Chilliwack, B.C., Canada, V2R 4G5
Tel. (604) 858-3366 Fax. (604) 824-5129

March 12, 2014

Appendix H Stó:lô Nation Society Representation

Whereas the Province and certain Stó:lô First Nations (the "Stó:lô First Nations") have negotiated and seek to enter into a Strategic Engagement Agreement (the "Agreement"), a final draft of which has been provided to, reviewed by and authorized under the authority of the Executive Director of the Stó:lô Nation Society,

And Whereas under the Agreement the Stó:lô Nation Society and its administrative arm, the People of the River Referral Office (the "PRRO"), are obligated to undertake and perform actions on their own behalf and on behalf of the Stó:lô First Nations,

The Stó:lô Nation Society hereby warrants and represents to the Province and the Stó:lô First Nations pursuant to Articles 11 to 16 of this Agreement, with the intent and understanding that they will be relied on by both in entering into the Agreement that:

- (a) the PRRO is an administrative office of the Stó:lô Nation Society established to assist and engage on behalf of the Stó:lô First Nations in regard to consultations with the Province about proposed government activities which may affect aboriginal rights;
- (b) the Stó:lô Nation Society is aware that under the Agreement the Stó:lô First Nations authorize the Stó:lô Nation Society to receive the funds provided by the Province under the Agreement on their behalf and direct the Stó:lô Nation Society to distribute those funds to the People of the River Referral Office for use in accordance with the Agreement;
- (c) the Stó:lô Nation Society is aware that under the Agreement the PRRO is obligated to undertake and perform actions on behalf of the Stó:lô First Nations and to make representations to the Province regarding consultation with the PRRO or individual Stó:lô First Nations on which the Province will rely;
- (c) the Stó:lô Nation Society and the PRRO will receive the funds provided by the Province, distribute those funds in accordance with the Agreement and will do all such further and other acts and things and execute and deliver all such further and other documents as may be necessary to perform the obligations imposed under the Agreement and to carry out the intent of the Agreement;
- (d) the PRRO will remain in operation and be supported by the Stó:lô Nation Society as may be required to enable it to act in accordance with, and perform the obligations imposed under, the Agreement and to carry out the intent of the Agreement; and
- (e) the Stó:lô Nation Society will remain in good standing and status as a duly incorporated society under the Society Act during the term of the Agreement.

Willy Hall
Executive Director

Appendix I Band Council Resolutions
(attached)



AITCHELITZ FIRST NATION

PO Box 2130
Sardis, BC V2R 1A5

BAND COUNCIL RESOLUTION

The Council of the: AITCHELITZ FIRST NATION		
Date of duly convened meeting: March <u>12</u> , 2014	Province: B.C.	Resolution Number: 2014-02

Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including ***Aitchelitz First Nation*** (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz First Nation;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the “Stó:lō First Nations”)

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz First Nation;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;

- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Aitchelitz First Nation** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Aitchelitz First Nation** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Aitchelitz First Nation**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Aitchelitz First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Aitchelitz First Nation**.

THEREFORE BE IT RESOLVED THAT:

1. The **Aitchelitz First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Aitchelitz First Nation** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation**.


- 3. The **Aitchelitz First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.

- 4. The **Aitchelitz First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Aitchelitz First Nation** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the [insert band name] or the Ts'elxwéyeqw Tribe.

- 5. The **Aitchelitz First Nation** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Aitchelitz First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Aitchelitz First Nation** on March 12, 2014.

A Quorum for the AFN Chief and Council consists of: 2



 (Chief - Signature)



 (Councilor - Signature)

.....
 (Councilor- Signature)



Chawathil First Nation

**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

Chronological no. – N° consecutive
File reference no. – N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de		CHAWATHIL FIRST NATION		Cash free balance	
				Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	19 03 2014 DD / MM / YYYY	Province B.C.		Revenue account Compte revenu	\$ _____

**DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:**

WHEREAS: The following Sto:lo First Nations, including Chawathil First Nation, entered into the Framework Agreement between the Sto:lo First Nations and British Columbia for the Strategic Engagement Agreement Pilot (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012;

- a. Aitchelitz Band
- b. Cheam First Nation
- c. Chawathil First Nation
- d. Leq'a:mel First Nation
- e. Scowlitz First Nation
- f. Shxw'ow'hamel First Nation
- g. Shxwha:y Village
- h. Skowkale First Nation
- i. Soowahlie First Nation
- j. Skawahlook First Nation
- k. Squiala First Nation
- l. Sumas First Nation
- m. Tzeachten First Nation; and
- n. Yakweakwoose First Nation
- o. (together, the "Sto:lo First Nations")

B. The Pilot Agreement commits the Sto:lo First Nations to, among other things, establish an effective government-to-Government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Sto:lo First Nations formed the Sto:lo Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Sto:lo First Nations in respect to fulfilling the Requirements of the Pilot Agreement

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna:



Chawathil First Nation

**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

Chronological no. – N° consecutive

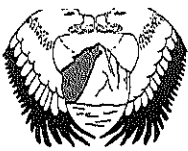
File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

		Cash free balance	
The council of the Le conseil de		Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	19/03/2014 DD / MM / YYYY	Province B.C.	Revenue account Compte revenu
			\$ _____

**DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:**

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. Developing and maintaining a government-to government forum between the Province and the Sto:lo First Nations;
 - b. The government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. Promotion of a dialogue between the Province and the Sto:lo First Nations on seeking consensus related to land and resource decisions;
 - d. An engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'olh Temexw;
 - e. Replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000.00 per year in funding to the Sto:lo First Nations through the Sto:lo Nation Society for the operations of the People of the River Referrals Office of the Sto:lo FIRST Nations; and
 - g. An option to negotiate an extension of the agreement
- E. The SSEAp Board will be replaced by the SSEA leadership Board (the "SSEA Board") under a new terms of reference that Will provide each Sto:lo First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals office;
- G. The People of the River Referrals Office is an administrative office with the Sto:lo Nation Society that receives referrals Assesses engagement levels, and, where authorized by the Sto:lo First Nations, identifies Aboriginal rights that may be Adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by The SSEA Board pursuant to the terms of reference.
- H. The Chief Negotiator has provided to the Chawathil First Nation a proposed final Strategic Engagement Agreement, dated For reference February 21, 2014, for review and approval, and has recommended that the Chawathil First Nation enter Into the Strategic Engagement Agreement;



Chawathil First Nation

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. - N° consecutive

File reference no. - N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

Table with financial information including 'The council of the', 'Date of duly convened meeting', 'Province', 'Cash free balance', 'Capital account', 'Revenue account'.

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

- I. The Sto:lo First Nations, the Chawathil First Nation and the Sto:lo Nation Society have Received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
j. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Chawathil First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The Chawathil First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Chawathil First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Chawathil First Nation
3. The Chawathil First Nation Band Council authorizes the Sto:lo Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Chawathil First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office
4. The Chawathil First Nation authorizes the People of the River Referrals Office, as associated with the Sto:lo Nation Society, to act on behalf of the Chawathil First Nation for the purposes of the Strategic Engagement Agreement
5. The Chawathil First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Chawathil First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement

This Band Council Resolution was passed at a duly convened meeting of the Chawathil First Nation on 2014.

Quorum: 4

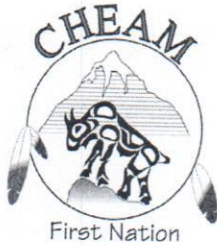
Signatures of three councillors with titles: (Councillor - Conseiller)

Signature of Chief with title: (Chief - Chef) and two other councillors with titles: (Councillor - Conseiller)

Three blank lines for additional signatures with titles: (Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTRE

Table for departmental use with columns for Expenditure - Dépenses, Authority (Indian Act section), Source of Funds (Capital/Revenue), and signature/date fields for recommending and approving officers.



THE COUNCIL OF
THE CHEAM FIRST NATION

BCR No. 1412

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

DO HEREBY RESOLVE

WHEREAS:

- A. The following Stó:lō First Nations, including the Cheam First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
 - D. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
 - E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
 - F. The SSEA Board will provide direction to the People of the River Referrals Office;
 - G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where

authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Cheam First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Cheam First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Cheam First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Cheam First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.


THEREFORE:

1. The Cheam First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Cheam First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Cheam First Nation.
3. The Cheam First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Cheam First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Cheam First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Cheam First Nation for the purposes of the Strategic Engagement Agreement.
5. The Cheam First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Cheam First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

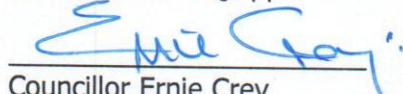
SIGNED THIS DAY, AT A DULY CONVENED MEETING: March 21, 2014 at Cheam First Nation, 52130 Old Yale Road, Rosedale, BC V0X 1X1

Quorum for this Council is four (4)

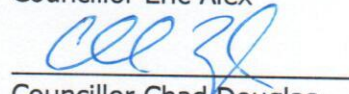

Chief Sidney Douglas


Councillor Darwin Douglas

Councillor June Quipp


Councillor Ernie Crey

Councillor Eric Alex


Councillor Chad Douglas

Leq'á:melFirst Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

A. The following Stó:lō First Nations, including ***Leq'á:melFirst Nation***, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the **Leq'á:melFirst Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Leq'á:mel First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Leq'á:mel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Leq'á:melFirst Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.


THEREFORE BE IT RESOLVED THAT:

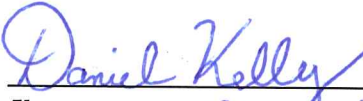
1. The **Leq'á:melFirst Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Leq'á:melFirst Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation**.
3. The **Leq'á:melFirst Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Leq'á:melFirst Nation** for the purposes of the Strategic Engagement Agreement.
5. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Leq'á:melFirst Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Leq'á:me First Nation** on March 24, 2014.

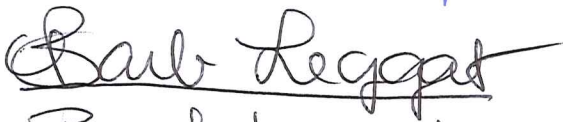
Quorum of Council is 4/7



[insert name] **DARREL MCKAMEY**


[insert name] **Justin Haslo**


[insert name] **Daniel Kelly**


[insert name]


Barb Leggat


Shawn Buebriel

Scowlitz Indian Band
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including *[insert band name]*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:me! First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Scowlitz Indian Band a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Scowlitz Indian Band enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Scowlitz Indian Band and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Scowlitz Indian Band are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Scowlitz Indian Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Scowlitz Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band.
3. The Scowlitz Indian Band authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Scowlitz Indian Band authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Scowlitz Indian Band for the purposes of the Strategic Engagement Agreement.
5. The Scowlitz Indian Band authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Scowlitz Indian Band in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Scowlitz Indian Band on March 3, 2014.

Quorum of Council is 2

Melvin Hall
Melvin Hall

Margaret Chapman

Andy Phillips
Andy Phillips

Chronological No.: 2014-570-0306-067
File Reference:

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band funds.

The council of the Shxwha:y Village	Current Capital Balance	\$ _____
District: South	Committed	\$ _____
Province: British Columbia	Current Revenue Balance	\$ _____
Place: Chilliwack, B.C.	Committed	\$ _____
Date of Duly Convened Council Meeting:		
<u>06</u> Day	<u>03</u> Month	AD 2014 Year

Shxwha:y Village
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Shxwha:y Village** (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and

A quorum for this Band consists of <u> 3 </u> Council Members

_____ Chief

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds o Capital o Revenue
	A. Capital \$	B. Revenue \$			
Recommended			Approved		
_____ Date	_____ Recommending Officer		_____ Date	_____ Approving Officer	

n. Yakwekwioose First Nation.
(together, the “Stó:lō First Nations”)

B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:

- a. Aitchelitz Band;
- b. Shxwhá:y Village;
- c. Skowkale First Nation;
- d. Soowahlie First Nation;
- e. Squiala First Nation;
- f. Tzeachten First Nation; and
- g. Yakwekwioose First Nation.
(together, the “Ts'elxwéyeqw Tribe”)

C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

F. The Strategic Engagement Agreement has a three year term that provides for the following;

- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
- b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
- c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;

A quorum for this Band consists of <u> 3 </u> Council Members

_____ Chief

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

_____ Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds o Capital o Revenue
	A. Capital \$	B. Revenue \$			
Recommended			Approved		
_____ Date	_____ Recommending Officer		_____ Date	_____ Approving Officer	

- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
- g. an option to negotiate an extension of the agreement.

- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Shxwha:y Village** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Shxwha:y Village** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Shxwha:y Village**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Shxwha:y Village** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Shxwha:y Village**.

A quorum for this Band consists of 3 Council Members

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor


FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds
	A. Capital \$	B. Revenue \$	\$		o Capital o Revenue
Recommended			Approved		
_____	_____		_____	_____	
Date	Recommending Officer		Date	Approving Officer	

THEREFORE BE IT RESOLVED THAT:

1. The **Shxwha:y Village** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Shxwha:y Village** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxwha:y Village**.
3. The **Shxwha:y Village** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxwha:y Village** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Shxwha:y Village** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Shxwha:y Village** for the purposes of the Strategic Engagement Agreement.
5. The **Shxwha:y Village** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Shxwha:y Village**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Shxwha:y Village** on Mar. 6, 2014.

A quorum for this Band consists of 3 Council Members



 Chief

 Councillor

 Councillor

 Councillor

 Councillor



 Councillor



 Councillor

FOR DEPARTMENTAL USE ONLY

1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds o Capital o Revenue
	A. Capital \$	B. Revenue \$			
Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	

SHXW'OW'HAMEL FIRST NATION

587

BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

Chronological no. – N° consecutive

File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.

NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de	SHXW'OW'HAMEL FIRST NATION	Cash free balance	
Date of duly convened meeting Date de l'assemblée dument convoquée	March 16, 2014	Capital account Compte capital	\$ _____
	Province B.C.	Revenue account Compte revenu	\$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

WHEREAS:

- A. The following Stó:lō First Nations, including *Shxw'ow'hamel First Nation*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- Aitchelitz Band;
 - Cheam First Nation;
 - Chawathil First Nation;
 - Leq'á:mel First Nation;
 - Scowlitz First Nation;
 - Shxw'ow'hamel First Nation;
 - Shxwhá:y Village;
 - Skowkale First Nation;
 - Soowahlie First Nation;
 - Skawahlook First Nation;
 - Squiala First Nation;
 - Sumas First Nation;
 - Tzeachten First Nation; and
 - Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;

- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
 - h. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- A. The SSEA Board will provide direction to the People of the River Referrals Office;
 - B. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
 - C. The Chief Negotiator has provided to **Shxowhamel First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that **Shxowhamel First Nation** enter into the Strategic Engagement Agreement;
 - D. The Stó:lō First Nations, **Shxowhamel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
 - E. Having reviewed the Strategic Engagement Agreement, Si:yam Council of the **Shxowhamel First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The **Shxowhamel Si:yam Council** approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. **Shxowhamel Si:yam Council** authorizes the ^{Si:yam} Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxowhamel First Nation**
3. **Shxowhamel First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxowhamel Si:yam Council** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. **Shxowhamel First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the for the purposes of the Strategic Engagement Agreement.
5. **Shxowhamel First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of **Shxowhamel First Nation** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of **Shxowhamel First Nation** on _____, 2014.

Quorum: FOUR (4)

Lenora Fraser
(SI:YAM)

Chene Smith
(SI:YAM)

Amesha Ellis-Gomez
(SI:YAM)

[Signature]
(SI:YAM)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE

Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
_____ Signature			_____ Signature		
_____ Date			_____ Date		
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
_____ Signature			_____ Signature		
_____ Date			_____ Date		

Skawahlook First Nation
Band Council Resolution

Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

A. The following Stó:lō First Nations, including *Skawahlook First Nation*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;


- H. The Chief Negotiator has provided to the *Skawahlook First Nation* a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Skawahlook First Nation* enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the *Skawahlook First Nation* and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Skawahlook First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

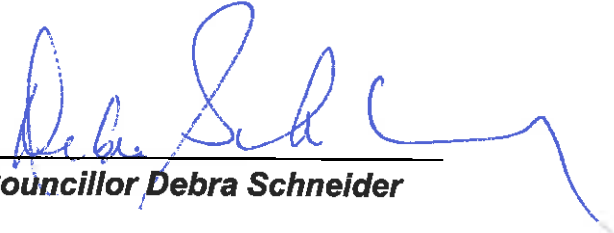
1. The *Skawahlook First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The *Skawahlook First Nation* Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation*.
3. The *Skawahlook First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Skawahlook First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Skawahlook First Nation* for the purposes of the Strategic Engagement Agreement.
5. The *Skawahlook First Nation* authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Skawahlook First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Skawahlook First Nation on _____, 2014.

Quorum of Council is 2



Chief Maureen Chapman



Councillor Debra Schneider

Skowkale First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including **Skowkale First Nation**, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweawkwoose First Nation.
- (together, the “Stó:lō First Nations”)
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

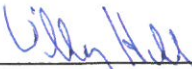
- H. The Chief Negotiator has provided to the **Skowkale First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Skowkale First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Skowkale First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Skowkale First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The **Skowkale First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Skowkale First Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Skowkale First Nation**.
3. The **Skowkale First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Skowkale First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Skowkale First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Skowkale First Nation** for the purposes of the Strategic Engagement Agreement.
5. The **Skowkale First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Skowkale First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Skowkale First Nation** on March 12, 2014.

Quorum of Council is 3



Chief Willy Hall



Councillor James Archie



Councillor Gordon Hall

Councillor Jeffery Point

Councillor Gerald Sepass

Soowahlie Indian Band
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Soowahlie Indian Band**(the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the

Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation

with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);

- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Soowahlie Indian Band** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Soowahlie Indian Band** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Soowahlie Indian Band** the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Soowahlie Indian Band** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Soowahlie Indian Band**

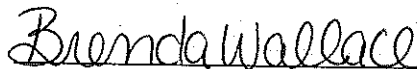
THEREFORE BE IT RESOLVED THAT:

1. The **Soowahlie Indian** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Soowahlie Indian** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band**.


3. The **Soowahlie Indian Band** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Soowahlie Indian Band** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Soowahlie Indian Band** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the [insert band name] or the Ts'elxwéyeqw Tribe.
5. The **Soowahlie Indian Band** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Soowahlie Indian Band** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Soowahlie Indian Band** on March 26, 2014.

Quorum of Council is 3


Chief Brenda Wallace


Councillor Kevin Kelly


Councilor Grace Kelly


Councillor Lauren Backman



Squiala First Nation

BAND COUNCIL

RESOLUTION

Resolution # 2014-03-05

THE CHIEF AND COUNCIL
AT A DULY CONVENED MEETING
HELD ON March 27th, 2014

WHEREAS:

- A. The following Stó:lō First Nations including *Squiala First Nation* (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweawkwoose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts’elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts’elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweawkwoose First Nation.
- (together, the “Ts’elxwéyeqw Tribe”)

- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S’ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Squiala First Nation* and the Ts’elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Squiala First Nation* enter into the Strategic Engagement Agreement;

- K. The Stó:lō First Nations, the *Squiala First Nation*, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Squiala First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the *Squiala First Nation*.

THEREFORE BE IT RESOLVED:

1. The *Squiala First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The *Squiala First Nation* Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the *Squiala First Nation*.
3. The *Squiala First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of *Squiala First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Squiala First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Squiala First Nation* for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the *Squiala First Nation* or the Ts'elxwéyeqw Tribe.
5. The *Squiala First Nation* authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Squiala First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

Quorum: any two (2) members of Chief and Council.



Chief David Jimmie



Councillor Stephen Jimmie



Councillor Allen Jimmie

Sumas First Nation >

2788 Sumas Mtn. Rd.
Abbotsford, BC V3G 2J2

BAND COUNCIL RESOLUTION

Chronological no.

File reference no.
BCR 14-03-10

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.

			Cash free balance	
The council of the	Sumas First Nation		Capital account	\$_____
Date of duly convened meeting	10 / 03 / 2014	Province BC	Revenue account	\$_____

DO HEREBY RESOLVE:

WHEREAS:

- A. The following Stó:lō First Nations, including Sumas First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- Aitchelitz Band;
 - Cheam First Nation;
 - Chawathil First Nation;
 - Leq'á:mel First Nation;
 - Scowlitz First Nation;
 - Shxw'ow'hamel First Nation;
 - Shxwhá:y Village;
 - Skowkale First Nation;
 - Soowahlie First Nation;
 - Skawahlook First Nation;
 - Squiala First Nation;
 - Sumas First Nation;
 - Tzeachten First Nation; and
 - Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'olh Téméxw;
 - replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the River Referrals Office of the Stó:lō First Nations; and
 - An option to negotiate an extension of the agreement.

- E. The SSEAp Board will be replaced by the SEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- H. The Chief Negotiator has provided to the Sumas First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Sumas First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Sumas First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Sumas First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Sumas First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Sumas First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Sumas First Nation.
3. The Sumas First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Sumas First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Sumas First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Sumas First Nation for the purposes of the Strategic Engagement Agreement.
5. The Sumas First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Sumas First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed by a quorum of Sumas First Nation Council on March 10, 2014.

Quorum: 3

 _____ Councillor Jackie Bird	 _____ Chief Dalton Silver	 _____ Councillor Murray Ned
 _____ Councillor Clint Tuttle		

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer			Recommending officer		
_____ Signature		_____ Date	_____ Signature		_____ Date
Approving Officer			Approving Officer		
_____ Signature		_____ Date	_____ Signature		_____ Date



TS'ELXWÉYEQW TRIBE MANAGEMENT LIMITED (TTML)

DECISION NO. MARCH 11, 2014 – 03

TTML DIRECTORS' MEETING RESOLUTIONS

TOPIC	Moved BY:	DECISION DATE
Strategic Engagement Agreement	Chief Angie Bailey Chief David Jimmie	March 11, 2014

ISSUE:

Approval of the multi-year Strategic Engagement Agreement with the Province of BC.

DECISION:

Consent resolution of all of the directors of Ts'elxwéyeqw Tribe Management Limited (the "company"), Acting in its capacity as general partner of Ts'elxwéyeqw Tribe Limited Partnership.

The undersigned, being all sole directors of the Company, HEREBY CONSENT in writing to the following resolution to have the same force and effect as if it had been passed at a meeting of the directors of the Company:

WHEREAS:

- A. The following Stó:lō First Nations (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
 - a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.

(together, the "Stó:lō First Nations")

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
 - a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.

(together, the "Ts'elxwéyeqw Tribe")

- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SEA Leadership Board (the "SEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SEA Board;
- H. The SEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Stó:lō First Nations and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Stó:lō First Nations enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated February 28, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, the Executive of the Ts'elxwéyeqw Tribe are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe Limited Partnership on behalf of the Ts'elxwéyeqw Tribes

THEREFORE BE IT RESOLVED THAT:

1. The Ts'elxwéyeqw Tribe Limited Partnership approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Ts'elxwéyeqw Tribe Management Limited Executive to sign and enter into the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe.
3. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe Limited Partnership to be financially managed by the SEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Ts'elxwéyeqw Tribe Limited Partnership for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe.
5. The Ts'elxwéyeqw Tribe Limited Partnership authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Ts'elxwéyeqw Tribe Limited Partnership, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement, provided the People of the River Referrals Office keeps the Ts'elxwéyeqw Tribe Limited Partnership informed of its activities and subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe.

The foregoing resolution is hereby consented to in writing by all the Directors of the Company and is hereby passed as of the date hereinbefore set out.

DATED effective as of the 11th day of March, 2014

PASSED UNANIMOUSLY

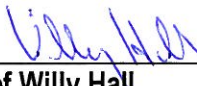
FOLLOW-UP: EXECUTIVE TO EXECUTE THE STRATEGIC ENGAGEMENT AGREEMENT

BY WHOM: Executive

DEADLINE: March 11, 2014

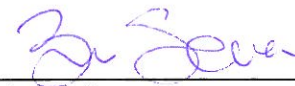
MATTER CLOSED

STAMP




Chief Willy Hall
President

CERTIFIED CORRECT



Brianne Severn
Administrative Assistant



DATE



Tzeachten First Nation

29-6014 Vedder Rd, Chilliwack, B.C. V2R 5M4
Telephone 604.846.4888 Fax 604.846.4889



TZEACHTEN FIRST NATION
Council Resolution RES 14-16
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including Tzeachten (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")

- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.

- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Tzeachten First Nation and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Tzeachten First Nation enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Tzeachten First Nation, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Tzeachten First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the Tzeachten First Nation.

THEREFORE BE IT RESOLVED THAT:

1. The Tzeachten First Nation Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Tzeachten First Nation Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the Tzeachten First Nation.

3. The Tzeachten First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Tzeachten First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Tzeachten First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Tzeachten First Nation for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Tzeachten First Nation or the Ts'elxwéyeqw Tribe.
5. The Tzeachten First Nation authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Tzeachten First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Tzeachten First Nation on March 14, _____, 2014.

A QUORUM for the Tzeachten First Nation consists of 3.



Chief Glenda Campbell



Councilor Catherine R. Hall



Councilor Anthony Malloway



Councilor Lawrence Roberts



Councilor Melanie Williams



Yakweakwioose Band

Ts'elxwéyeqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



Yakweakwioose First Nation

Band Council Resolution

Re: Strategic Engagement Agreement

Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including *Yakweakwioose First Nation* (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the “Ts'elxwéyeqw Tribe”)



Yakweakwioose Band
Ts'elxwéyeqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2B 4M1



- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.



Yakweakwioose Band

Ts'elxwéyeqw First Nation

7176 Chilliwack River Road, Chilliwack, B.C. V2B 4M1



- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Yakweakwioose First Nation* and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Yakweakwioose First Nation* enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the *Yakweakwioose First Nation*, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Yakweakwioose First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the *Yakweakwioose First Nation*.

THEREFORE BE IT RESOLVED THAT:

- 1. The *Yakweakwioose First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The *Yakweakwioose First Nation* Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the *Yakweakwioose First Nation*.



Yakweawkwoose Band

Ts'elxwéyeqw First Nation

7176 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



3. The *Yakweawkwoose First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Yakweawkwoose First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Yakweawkwoose First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Yakweawkwoose First Nation* for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Yakweawkwoose First Nation or the Ts'elxwéyeqw Tribe.
5. The *Yakweawkwoose First Nation* authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Yakweawkwoose First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the *Yakweawkwoose First Nation* on MARCH 20, 2014.

Quorum of Council is 2.


Chief


Councillor

Councillor