

S'ÓLH TÉMÉXW STEWARDSHIP ALLIANCE

# STRATEGIC ENGAGEMENT AGREEMENT

BETWEEN STÓ:LŌ FIRST NATIONS AND BRITISH COLUMBIA



Spring 2019

This page is intentionally left blank

## Table of Contents

<b>S'ÓLH TÉMÉXW STEWARDSHIP ALLIANCE SEA - AGREEMENT</b>	<b>2</b>
WHEREAS	3
1. Interpretation	4
2. Purpose and Scope	9
3. Strategic Structures: Government to Government Forum and Engagement Framework	10
4. Linkage to Treaty	12
5. Consultation and Engagement under Agreement	12
6. Consultation with Non-Participatory Provincial Agencies and Other Governments	13
7. Other First Nations	13
8. Information Sharing and Confidentiality	14
9. Implementation and Monitoring	15
10. Dispute Resolution	16
11. Funding	16
12. Reporting on Funding	18
13. Conditions Precedent to Funding	18
14. Conditions Precedent to Agreement	19
15. Representation and Warranties	19
16. Term, Termination and Withdrawal	20
17. Notice and Delivery	22
18. General	23
Appendix A – Map of Agreement Area	27
Appendix B – List of Applicable Provincial Legislation	28
Appendix C – Engagement Framework - General	29
1. General Provisions	29
2. Initial Review and Assessment	30
3. PRRO Analysis Stage	32
4. Engagement Stage	35
5. Statutory Decision Stage	38
6. Monitoring Stage	39
7. Role of Applicant	39
8. Issues Resolution Process	39
9. Engagement Matrix - Table 1	41
10. Engagement Steps for Engagement Level 2 with Specialized Timelines	58
Appendix D – Engagement Framework for Major Projects	75
Appendix E – Strategic Topics	76
Appendix F – Deferral Criteria and Process	77
Appendix G – Performance Measures	79
Appendix H – Stó:lō Nation Society Representation	80
Appendix I – Band Council Resolutions	82

# **STRATEGIC ENGAGEMENT AGREEMENT**

**SPRING 2019**

This Agreement is dated for reference: June 28, 2019.

## **BETWEEN**

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

## **AND**

CHAWATHIL FIRST NATION

CHEAM FIRST NATION

KWAW-KWAW-APILT FIRST NATION

SCOWLITZ FIRST NATION

SKAWAHLOOK FIRST NATION

SKWAH FIRST NATION

SUMAS FIRST NATION

YALE FIRST NATION

## **AND**

AITCHELITZ FIRST NATION

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”)

(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, Skawahlook First Nation, Sumas First Nation, Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten, and Yakweakwioose First Nation entered into the Strategic Engagement Agreement, which came into effect on April 1, 2014 and was amended and extended on May 9, 2016, and was amended and extended on March 31, 2019 ("**SEA 2014**");
- B. The Province, Chawathil First Nation, Cheam First Nation, Kwaw-Kwaw-Aplit First Nation, Leq'á:mel First Nation, Scowlitz First Nation, Skawahlook First Nation, Skwah First Nation, Sumas First Nation, Aitchelitz First Nation, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, and Yakweakwioose First Nation entered into the Zone B Pilot Agreement on February 8, 2018, and was amended and extended on March 31, 2019 ("**Zone B Pilot Agreement**");
- C. The SEA 2014 and the Zone B Pilot Agreement expire on June 30, 2019 and the Parties now wish to replace the SEA 2014 and Zone B Pilot Agreement with this Agreement;
- D. The Stó:lō First Nations are part of the Stó:lō Indigenous peoples with Stó:lō Rights in S'ólh Téméxw, including a unique relationship with the land, the waters and the resources within the lower Fraser River watershed of British Columbia; they share language, traditions, customary laws, history, a relationship to the land that is essential to their culture and the maintenance of their community, and a desire to safeguard the health and wellbeing of their communities now and for future generations, in accordance with their system of values, through respectful land and resource use and management;
- E. The Stó:lō First Nations' relationship to the land is important to their culture and the maintenance of their community, governance, spirituality, health and economy;
- F. The Stó:lō First Nations have come together as the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership of each of the Stó:lō First Nations, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 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 their relationships;
- H. 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, which requires capacity funding from the Province;

- I. 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;
- J. 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
- K. The Parties are interested in developing a process for effectively and comprehensively identifying and informing each other of potential impacts on Stó:lō Rights and S'ólh Téméxw that may arise as a result of Proposed Activities.

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

## **1. INTERPRETATION**

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

"Agreement" or "SEA" means this Strategic Engagement Agreement;

"Agreement Area" means the geographic area within the Province of British Columbia depicted in Appendix A and is based on the combined asserted traditional territories of the 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 from an Applicant to the Province under a statute listed in Appendix B that proposes an activity in the Agreement Area 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;

"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 that the Province denotes in writing as "Confidential";

"Delegate" means an Applicant that a Provincial Agency directs to undertake procedural aspects of consultation;

“Defer” or “Deferral” means a decision by the PRRO not to engage on an Application or Referral Package, recognizing that Non-Participatory First Nations communities and/or organizations may be in a better position to comment, which will be based on a consideration of the deferral criteria set out in Appendix F;

“Dispute” means any disagreement that 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, 2019;

“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, Appendix D and Appendix F 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, which sets out the range of Engagement Levels based on program themes and types of decisions under the legislation included in Appendix C;

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

“G2G Forum Co-Chair” means the person appointed to represent the Stó:lō First Nations, and the person 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 under 8. 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, that asserts traditional territory that overlaps in whole or in part with the Agreement Area and that is not a Party to this Agreement;

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

“Performance Management Map for Deferrals” means a map to be developed in the Implementation Plan as specified under 9.2. (c.) for use in the Deferral process defined in Appendix F;

“Proposed Activity” means:

- a. an Application or suite of related Applications received by a Provincial Agency that seeks authorization for land and resource activities that 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 that may have adverse impacts on Stó:lō Rights; or
- c. activities or decisions subject to Engagement as agreed to by the Parties that may have adverse impacts on 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, Mines & Petroleum Resources - EMPR;
- b. Ministry of Forests, Lands and Natural Resource Operations & Rural Development - FLNRORD; and
- c. Ministry of Environment and Climate Change - ENV, 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 as depicted in Appendix A;

“StoloConnect” 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](http://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, Scowlitz 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, Yakwekwioose First Nation, and Yale First Nation each of which is a “band” within the meaning of the *Indian Act*;

“Stó:lō Rights” means aboriginal rights, including aboriginal title, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, whether of the Stó:lō or one or more of the Stó:lō First Nations; and

“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.

**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 F – Deferral Criteria and Process
- 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 more effective and efficient 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;
- d. ensuring that the Parties fulfill their obligations for Engagement on Proposed Activities, and ensuring the Province works toward fulfilling the duty to consult, and where appropriate accommodate, the Stó:lō First Nations on Proposed Activities;
- e. facilitate meaningful dialogue and a respectful government-to-government relationship between the Parties based on recognition of Stó:lō Rights, respect, co-operation and partnership in a manner consistent with the United Nation's *Declaration on the Rights of Indigenous Peoples*, the Truth and Reconciliation Commission Calls to Action, the Transformative Change Accord, and the draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples;
- f. promote engagement on Strategic Topics to improve the government-to-government relationship.

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

- a. this Agreement applies to the Agreement Area;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within the Agreement Area;
- c. the provisions of this Agreement related to the G2G Forum apply within the Agreement Area;
- d. notwithstanding 2.2. (a) - (c), 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 SEA 2014, as modified by the provisions of this Agreement:

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

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;
- 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 Indigenous 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 Team.** The Technical Team 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;

- 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 update the 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 the Agreement Area. 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 the Agreement Area;
- b. constitute the process by which the Stó:lō First Nations will respond to the Province regarding Proposed Activities within the Agreement Area; and
- c. be the means by which the Province will, where appropriate, identify and propose measures to accommodate the Stó:lō First Nations in respect of any adverse impacts on Stó:lō Rights resulting from Proposed Activities within the Agreement Area.

5.2. **Potentially Impacted Rights.** For greater clarity, Engagement is not limited to Stó:lō Rights that have been established by court declaration or by agreement and the Stó:lō First Nations are not required to prove or reach agreement with the Province regarding the existence of Stó:lō Rights for the purposes of Engagement.

5.3. **Other Agreements.** The Engagement Framework under this Agreement will replace the consultation obligations under any Party's Forest and Range Consultation and Revenue Sharing Agreements for Proposed Activities within the Agreement Area, but for greater certainty, the Forest and Range Consultation and Revenue Sharing Agreements, as amended or extended from time to time, will otherwise continue to apply within in accordance with their terms.

## 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 one or more Stó:lō First Nations' Stó:lō Rights, a G2G Forum Co-Chair will inform the other Co-Chair 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 a proposed Major Project 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 Agency, 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 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;
- b. assist in the other Party in 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
- c. 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 under 8.3. (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. sec. 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 G2G Forum Co-Chairs 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;
- c. a Performance Management Map for Deferrals within the Agreement Area; and
- d. any other matters agreed to by the G2G Forum Co-Chairs.

9.3. **Periodic Review of Implementation Plan.** The G2G Forum Co-Chairs will review the implementation plan under 9.2. annually or as needed 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 SEA 2014 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 this Agreement 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 that 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 10.1. (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 First Three Years.** In order to effectively implement this Agreement, the Province will supplement the Stó:lō First Nations resources by providing the Stó:lō Nation Society with \$2,850,000 as follows:

- a. \$950,000 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. \$950,000 dollars within thirty (30) days of the first and second anniversaries of the Effective Date.
- 11.2. **Funding in Years Four and Five.** The Parties will negotiate and attempt to reach agreement on any funding to be provided by the Province to the Stó:lō Nation Society after the third anniversary of this Agreement. The Parties acknowledge that agreement by the Province will be subject to obtaining all necessary Provincial approvals, including Cabinet and Treasury Board approvals.
- 11.3. **Distribution of Funding.** The Stó:lō First Nations appoint the Stó:lō Nation Society to receive funds under 11.1. and 11.2. 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.
- 11.4. **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 in furtherance of the implementation of this Agreement;
  - h. collaboration on resource management and economic development; and
  - i. other structures, processes or agreements contemplated or agreed to by the Parties.
- 11.5. **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, including where it is extended under 16.4.

11.6. **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., 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 the StoloConnect web-site accessible to the Stó:lō First Nations, and the Parties will ensure the reports are posted on an internet site accessible to the Provincial Agencies.

## 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 *Societies 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, each of 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. **Ts'elxwéyeqw Tribe Limited Partnership Representations.**

Ts'elxwéyeqw Tribe Limited Partnership 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, as follows:

- a. it is a limited partnership duly established, organized and subsisting under the laws of the Province of British Columbia;
- b. it has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete its obligations hereunder; and
- c. this Agreement is a valid and binding obligation upon it.

15.3. **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 fifth anniversary of the Effective Date the Parties will evaluate the effectiveness of this Agreement and will, at least six (6) months prior to term, 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.** This Agreement may be terminated in writing as follows:

- a. on ninety (90) days notice or a date mutually agreed on the Parties by:
  - i. the Province; or
  - ii. the Stó:lō First Nations, where all Stó:lō First Nations agree in writing; or
- b. on thirty (30) days notice, by the Province, 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 or by the Ts'elxwéyew Tribe Limited Partnership under 15.2. is untrue or incorrect and such representation or warranty is not made true or corrected within the notice period.

**16.6. Withdrawal by a Provincial Agency.** A Provincial Agency may withdraw its participation in this Agreement by providing ninety (90) 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 18.6.

**16.7. Withdrawal by a Stó:lō First Nation.** A Stó:lō First Nation may withdraw its participation in this Agreement by providing ninety (90) days written notice to the other Parties and, on such notice, the Parties will:

- a. determine if any changes or amendments are required
- b. determine a proportionate reduction in funding provided under 11.1.; and
- c. amend this Agreement if required under 18.6.

**16.8. 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.

**16.9. 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. sec. 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 Indigenous Relations and Reconciliation

Suite 200 - 10470 152nd Street

Surrey BC V3R 0Y3

Fax: (604) 582.5281

if to the Stó:lō First Nations, other than under Appendix C or Appendix F 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

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

Email: [referrals@peopleoftheriver.com](mailto: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. establish, define, limit, 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 have 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. **Non-Participatory First Nations.** This Agreement is not intended to address any consultation or accommodation between the Province and any Non-Participatory First Nation.

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

- a. an admission of the validity or invalidity of, or any fact or liability in relation to, any claims relating to Stó:lō Rights including any alleged past or future infringements;
- 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;
- c. as in any way limiting the position the Parties may take in any proceedings or in any negotiations or discussions or similar processes except as expressly contemplated in this Agreement; or
- d. an acceptance by a Party of the position of the other Party regarding its jurisdiction, responsibilities and decision-making authority.

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 Indigenous 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 B, 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)

18.14. and delivering it to the other Party including by email.

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

Signed on behalf of Chawathil First Nation this

23 day of May, 2019:

  
(name)

  
Witness

Signed on behalf of Cheam First Nation this

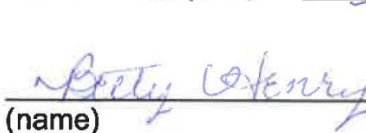
06 day of June, 2019:

  
(name)

  
Witness

Signed on behalf of Kwaw-Kwaw-Apilt First Nation this

7 day of June, 2019:

  
(name)

  
Witness

Signed on behalf of Scowlitz First Nation this

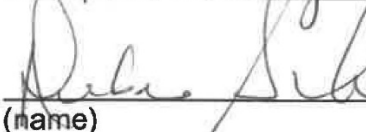
24 day of May, 2019:

  
(name)

  
Witness

Signed on behalf of Skawahlook First Nation

this 9 day of May, 2019:

  
(name)

  
Witness

Signed on behalf of Skwah First Nation this  
9 day of May, 2019:

Robert Combe  
(name)

Hi Ky  
Witness

Signed on behalf of Sumas First Nation this  
8 day of May, 2019:

[Signature]  
(name)

Hi Ky  
Witness

Signed on behalf of Yale First Nation this 16  
day of May, 2019:

[Signature]  
(name)

Hi Ky  
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 Nation this 17 day  
of June, 2019:

David Jimmie  
(name)

[Signature]  
Witness

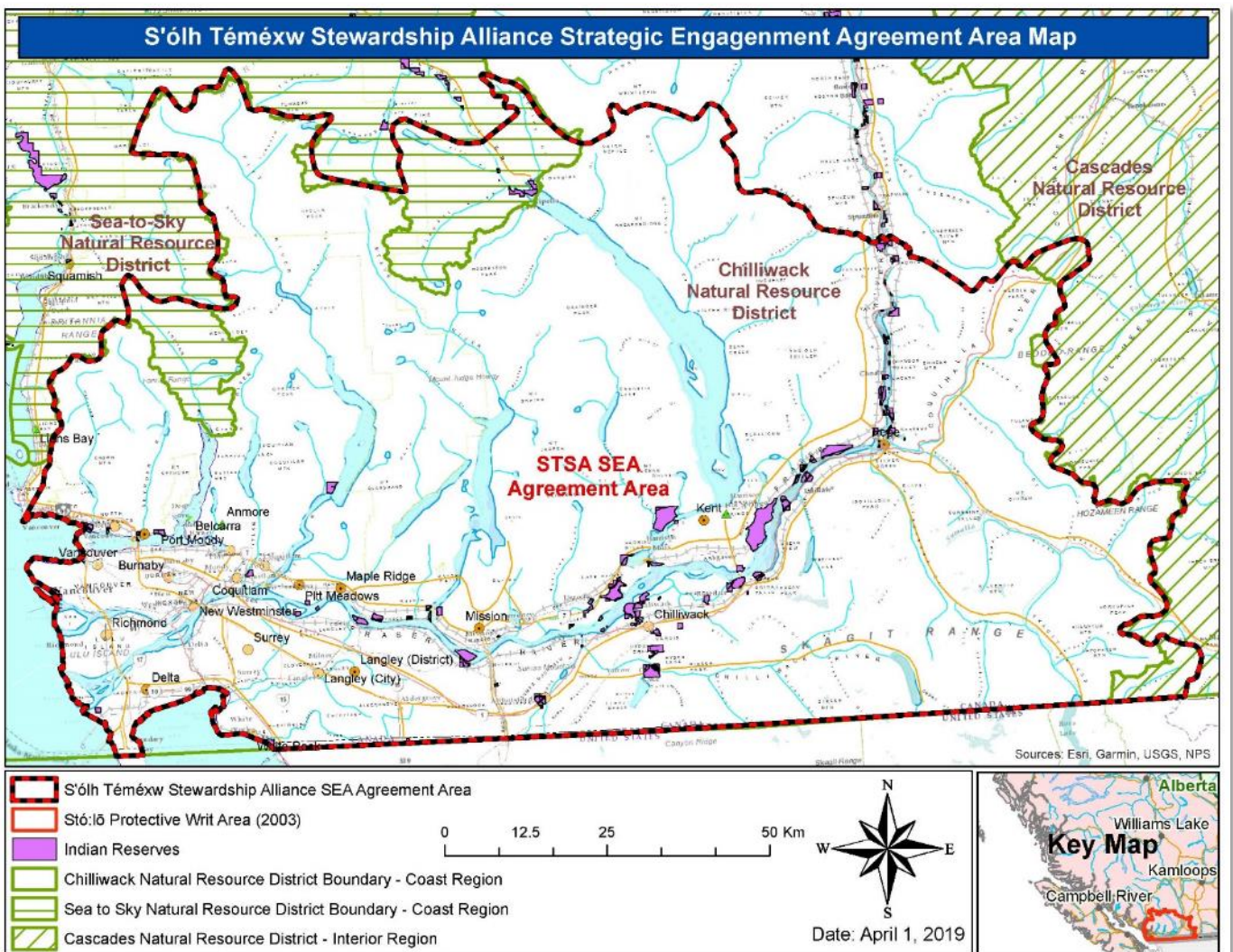
Signed on behalf of Her Majesty the Queen In  
Right of the Province of British Columbia by as  
represented by the Minister of Indigenous  
Relations and Reconciliation this 28 day of  
June, 2019:

[Signature]  
Ministry of Indigenous Relations and  
Reconciliation

[Signature]  
Witness



## 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 (Action no. S036651).

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:

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

## **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*

*Mineral Tenure 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, Appendix D and Appendix F to meet their respective obligations under 5.1 of the 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-Standard & 2-Specialized, 3, 4; and
  - c. a role for Applicants in the implementation of this Engagement Framework.
- 1.3. **Reference Guide.** The Parties agree that the SEA Reference Guide will provide operational guidance for implementation of Appendix C. Copies of the SEA Reference Guide can be found on the StoloConnect Knowledge Base, or by request from PRRO or South Coast MIRR staff.
- 1.4. **Bundling Applications.** The Parties agree that with prior discussion with and agreement of the G2G Forum 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, referred to as “batching”.
- 1.6. **Environmental Assessment Act.** The Parties agree that:
- a. this Agreement, including the Engagement Framework, 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 under 1.6. (a) of Appendix C;
  - 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 under 1.6. (a) of Appendix C;
  - d. where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement set out in Appendix C and Appendix F 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. Definitions.** For the purposes of Appendix C,

- a. **“Relevant Stó:lō First Nation”** means a Stó:lō First Nation needing to be contacted directly by a Provincial Agency or Delegate for Engagement regarding an Application;
- b. **“Preliminary Response”** means the preliminary response to be provided by the PRRO under 3.1. of Appendix C that will include those matters set out under 3.4. of Appendix C; and
- c. **“Final Response”** means the final response to be provided by the PRRO in accordance with Appendix C and described under 4.2. and 4.3. of Appendix C.

**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 2.5., 3., 3.1. (a-b, d), 3.2., 3.3., 3.5., 3.6, 3.8., 4.2. (a), 4.3., 4.4. (a-c), 4.5. (a-c), 4.6., 4.7. (a-c), 4.8. (b-c), 6.1. 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 1.8. (a) of Appendix C, 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;
- e. where an Application falls within the Performance Management Map for Deferrals, the PRRO will advise a Provincial Agency whether the Stó:lō First Nations will Defer the Application in the process set out in Appendix F; and
- f. a Provincial Agency is entitled to rely on the PRRO’s advice under 1.8. (b), (d) and (e) of Appendix C, 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 under 2.2. of Appendix C, where a Provincial Agency or Delegate initiates Engagement, the Provincial Agency or Delegate will:

- a. review the Application;
- b. propose an Engagement Level identified under 9. 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, as set out under 9. Table 1 of Appendix C:

- 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).
- c. Provincial Agency and the PRRO may make a decision on rating Level 0 decision types into two categories: Level 0-Essential for which tracking will be mandatory and Level 0-Optional for which tracking is left the discretion of the Provincial agency.

**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 spatial data, (ie: shapefiles, KMZ files, or other comparable GIS data format files);
- k. Accurate map(s) at a scale sufficient to indicate the location and details (if applicable) of the Proposed Activity and depicting the proposed Application activity area, as noted under 2.3. (k) of Appendix C, along with NAD 83 Zone 10 UTM coordinates, or latitude/longitude coordinates as the minimum requirements; and
- l. the Provincial Agency's or Delegate's assessment of the appropriate Engagement Level as set out in Table 1 of Appendix C.

- 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 five 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 PUBLICATION STAGE

Within three Business Days after the PRRO receives a complete Referral Package, the PRRO will publish the Referral Package in StoloConnect, and will:

- a. review the Referral Package,
- b. notify the Provincial Agency of any missing elements;
- c. ensure all information submitted in the Referral Package is complete;
- d. digitally map the referral project area either with GIS spatial data submitted as part of the Referral Package or digitized by PRRO staff in lieu of such data;
- e. determine the Stó:lō First Nation(s) to be included on the referral, at the direction of the Stó:lō First Nation(s);
- f. assign PRRO and Stó:lō First Nation(s) staff to the referral;
- g. publish the referral on StoloConnect, making it visible to PRRO staff, Stó:lō First Nation(s) staff, and Provincial Agency staff with a login. Publication will generate a notification identifying to the Provincial Agency or Delegate:
  - i. the dates by which the Preliminary Response and Final Response will be due; and
  - ii. the applicable Preliminary Engagement Level.

## 3. PRRO ANALYSIS STAGE

The PRRO Analysis Stage establishes the process to generate the Preliminary Response as set out below.

- 3.1. **PRRO Analysis Stage.** Following the Publication Stage, PRRO staff will commence their detailed analysis of the referral, culminating in the Preliminary Response and confirmation of the Final Engagement Level, or, if directed by the Stó:lō First Nations, the issuance of a notification of Deferral. The Analysis Stage will comprise the following steps:

- a. the PRRO will work with any Stó:lō First Nation(s) identified in the Publication Stage who may be affected by the Application in developing a Preliminary Response to the Provincial Agency or Delegate;

- b. the PRRO will 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;
- c. the Provincial Agency will respond to the topics for engagement identified in the Preliminary Response before the referral may progress to the Engagement Stage; and
- d. if the Application falls within the Performance Management Map for Deferrals, the PRRO will confirm whether the Stó:lō First Nations will Defer the referral as set out in Appendix F.

**3.2. Time for Preliminary Response or Deferral.** The PRRO will provide a Preliminary Response or confirmation that the Stó:lō First Nations will Defer to the Provincial Agency or Delegate within 23 Business Days of receiving a complete Referral Package as set out in Appendix F.

**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 under 3.2. of Appendix C and the PRRO, Provincial Agency or Delegate, as the case may be, may grant the request if it considers the request reasonable in all circumstances.

**3.4. Contents of a Preliminary Response.** A Preliminary Response will:

- a. identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by the Proposed Activity;
- b. identify topics for engagement relating to Stó:lō interests potentially affected by the Application;
- c. 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;
- d. notify the Provincial Agency or Delegate if Stó:lō First Nation(s) will be submitting a Final Response independently;
- e. advise the Provincial Agency or Delegate which Relevant Stó:lō First Nation(s) to contact directly for further engagement regarding the Application;
- f. 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;
- g. 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;

- h. with reference to the criteria set out under 3.5. of Appendix C, either confirm the Preliminary Engagement Level is appropriate or propose a different Final Engagement Level;
- i. include a rationale for any proposed Engagement Level change under 3.5. of Appendix C;
- j. inform the Provincial Agency or Delegate of the confirmed or proposed Final Engagement Level; and
- k. for Applications at Engagement Level 1, advise the Provincial Agency or Delegate which if any Stó:lō First Nation(s) intend to provide a Final Response.

**3.5. 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.

**3.6. 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 two Business Days after the PRRO has informed the Province of the revised Engagement Level under 3.4. (j) and 3.5. of Appendix C and the Parties will try to reach a consensus on the Engagement Level; and

- b. if the disagreement is not resolved within three Business Days of the exchange of views under 3.6. (a) of Appendix C, then the Parties will use the Issues Resolution Process outlined under 8. of Appendix C.

**3.7. 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. which Stó:lō First Nation(s) the Provincial Agency will be engaging regarding the Application, as confirmed by the PRRO under 3.4. (d) and (e) of Appendix C.

**3.8. Deferral.** It is understood and agreed by the Parties that a decision of the Stó:lō First Nations not to Defer an Application under 3.1. (d) of Appendix C will be based on the Deferral process set out in Appendix F. The Stó:lō First Nations acknowledge and agree that where the PRRO has informed the Province that the Stó:lō First Nations have decided to Defer an Application, the Province will have met any consultation obligations to the Stó:lō First Nations in respect of that Application.

**3.9. No Preliminary Response Provided.** Where the PRRO has not provided a Preliminary Response within the timeframes noted under 3.2. or 3.3. of Appendix C, the Provincial Agency or Delegate will contact the PRRO directly and proceed with the process steps and timeframes outlined under 4. of Appendix C.

#### **4. ENGAGEMENT STAGE:**

**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. of Appendix C, the Provincial Agency or Delegate will:

- a. contact the PRRO; and,
- b. if directed in the Preliminary Response, will also contact the Relevant Stó:lō First Nation(s) identified in 3.4. (e) of Appendix C, in order to address the topics for engagement outlined by PRRO within the Preliminary Response and undertake the process steps set out under 4. of Appendix C, 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 under 4.4. to 4.7. of Appendix C, 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); and
- 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 the objection, 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 will 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) of Appendix C intend to provide a Final Response regarding the Application, the Provincial Agency may proceed to make the decision; or
- b. if under 3.4. (k) of Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a) of Appendix C, or the PRRO on their behalf, intend to provide a Final Response regarding the Application, that final response will be provided within five Business Days after the Preliminary Response steps under 3. of Appendix C have been completed; or
- c. if under 3.4. (k) of Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4. (a) of Appendix C, or the PRRO on their behalf, intend to provide a final response regarding the Application, but no Final Response was received within the five Business Days referred under 4.4. (b) of Appendix C, 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) – (e) of Appendix C, where a Proposed Activity is an Application under *Land Act* referred under 10.4. (*Land Act* Tenure Replacements) of Appendix C, the Parties will follow the engagement process set out in Table 7.

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) of Appendix C regarding the Application to:
  - i. 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. (g) of Appendix C, and
  - ii. if a meeting is requested, to schedule a meeting to occur as soon as practicable;

- b. the Relevant Stó:lō First Nation(s) and/or the PRRO will provide a Final Response with regard to the Application within 10 Business Days after completion of steps under 3. of Appendix C;
- 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 may request an extension of time, which the Provincial Agency or Delegate will grant where reasonable;
- 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 under 4.5. (b) of Appendix C or within an agreed-upon revised timeframe under (d), a decision on the Application may be made without further notice after a further five 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 2 (Specialised Timelines).** Where a Proposed Activity is an Application under the *Forest Act*, *Mines Act* or *Heritage Conservation Act* that is referred under 10. of Appendix C, the Parties will follow the engagement process for that Application set out in the applicable table, which may include different timelines than those set out in 4.5. of Appendix C.

**4.7. 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) 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 3.4. (g) 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 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 outlined under 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 4.7. (d) of Appendix C, a decision on the Application may be made without further notice after a further ten 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.

4.8. **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;
- b. the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s) will either 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 outlined under 3. of Appendix C have been completed; and
- c. if requested by the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s), discussions may be undertaken through the G2G Forum Working Group to reach agreement on a process of engagement, and the G2G Forum Working Group may provide coordination for the agreed upon process.

## 5. STATUTORY DECISION STAGE

5.1. **Written Summary.** Upon making a decision pursuant to 4.4. (d), 4.5. (f), 4.6., 4.7. (f), or 4.8. of Appendix C, 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.



5.2. **General.** Following the receipt of the Final Response from the PRRO, the Provincial Agency will:

- a. provide the PRRO with a courtesy estimated timeline for the decision when possible;
- b. send a notice of the decision on the Application to PRRO within no more than 60 days from making a decision; and
- c. provide the PRRO with an account with rationale explaining if any or all the conditions set out in the Final Response were incorporated in the Provincial Decision.

5.3. **Decision where Deferral.** If the PRRO has informed the Provincial Agency or Delegate that there has been a Deferral under 3.1. (d) of Appendix C, the Province may make a decision on the Application without further notice. If the PRRO requests notice of a decision made regarding an Application, the Provincial Agency will notify the PRRO of the decision.

## 6. MONITORING STAGE

6.1. The Parties will continue to negotiate and attempt to agree on Sto:lo First Nations' involvement in monitoring after a decision has been made on an Application.

## 7. ROLE OF APPLICANTS

7.1. **Letter of Support.** Notwithstanding any other provision in Appendix C, Engagement Level 1 will apply with respect to an Application if, as a result of work undertaken by the Applicant under Appendix C, each of the Stó:lō First Nations identified by the PRRO under 3.4. (a) of Appendix C provide the Provincial Agency a letter that:

- a. confirms the Stó:lō First Nation's support of, or no further concerns with, the Application;
- b. describes the Application that was reviewed; and
- c. is signed by a duly authorized representative of that Stó:lō First Nation.

7.2. **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.

## 8. ISSUES RESOLUTION PROCESS

8.1. **Engagement Level Options.** The Parties will attempt to resolve issues with respect to proposed changes to Engagement Levels using the process outlined under 3.6. of Appendix C.

- 8.2. **Issue Resolution Trigger.** Either Party may initiate the Issues Resolution Process where they are unable to reach agreement on the setting of:
- a. an Engagement Level; or
  - b. on whether an Application meets the Deferral Criteria in Appendix F.
- 8.3. **Notice to Engagement Coordinators.** A representative of the Parties initiates the Issue Resolution Process by notifying the Engagement Coordinators of the impasse.
- 8.4. **Written Description.** Within five (5) Business Days of providing notice under 3.6., 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.
- 8.5. **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 recommendations to the Parties to resolve the issue.
- 8.6. **Notice to G2G Forum Co-Chairs.** Where an issue remains unresolved after the issue resolution meeting under 8.5. of Appendix C, the Engagement Coordinators will provide notice of the issue to the G2G Forum Co-Chairs.
- 8.7. **G2G Forum Co-Chairs.** After receiving notice under 8.6. of Appendix C, the G2G Forum Co-Chairs:
- a. will make reasonable and expedient efforts to resolve the issue;
  - b. may by mutual agreement arrange for further discussion at the G2G Forum; and
  - c. may, at the discretion of the G2G Forum Co-Chairs, consult as appropriate with responsible officials.
- 8.8. **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.
- 8.9. **Notice to Decision Makers.** Following the notifications exchanged under 8.8. of Appendix C, the representatives of the Parties 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 to the Parties to resolve the issue.

## 9. ENGAGEMENT MATRIX

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

9.2 **Table Use.** The Engagement Levels identified in Table 1. of Appendix C will be used by the Parties, as detailed under 2. of Appendix C to determine Engagement Level for an Application.

**Table 1. – Engagement Matrix**

<b>Program Themes</b>	<b>Engagement Level 0</b> (Information Upon Request)	<b>Engagement Level 1</b> (Limited)	<b>Engagement Level 2</b> (Standard or Specialised)	<b>Engagement Level 3</b> (Extensive)	<b>Engagement Level 4</b> (Special Projects)
<b>Ecosystems</b>		<b>Forest and Range Practices Act: (FRPA) related statutory decisions</b> <ul style="list-style-type: none"> <li>▪ General wildlife measures (GWM).</li> </ul>	<b>Forest and Range Practices Act (FRPA):</b> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) – exemptions.</li> </ul>	<b>Forest and Range Practices Act (FRPA):</b> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) - designation and amendments.</li> </ul>	

<b>Program Themes</b>	<b>Engagement Level 0</b> (Information Upon Request)	<b>Engagement Level 1</b> (Limited)	<b>Engagement Level 2</b> (Standard or Specialised)	<b>Engagement Level 3</b> (Extensive)	<b>Engagement Level 4</b> (Special Projects)
<b>Forests and Range (Timber Supply)</b>			<b>Timber Supply Area (TSA)</b> <ul style="list-style-type: none"> <li>Allowable annual Cut (AAC) (Section 18 of the Forest Act) transfer, TSA AAC postponement.</li> </ul>	<b>Allowable Annual Cut (AAC) for Timber Supply Area:</b> <ul style="list-style-type: none"> <li>AAC uplift disposition</li> <li>AAC TSR re-apportionment,</li> <li>AAC TSA license consolidation or subdivision.</li> </ul> <b>AAC for Area Based Tenures:</b> <b>Tree Farm Licence (TFL), Community Forest Agreement (CFA), First Nation Woodland Licence (FNWL), Woodlot Licence (WL)</b> <ul style="list-style-type: none"> <li>AAC Determination process.</li> </ul>	<b>Allowable Annual Cut (AAC) for Timber Supply Area (TSA):</b> <ul style="list-style-type: none"> <li>Determination, Data Package review, Timber Supply Analysis.</li> </ul>

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

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Forests and Range (Administrative and Operational Plans)</b>	<b>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP):</b> <ul style="list-style-type: none"> <li>Amendments not requiring approval.</li> </ul> <b>Conservancy minor amendment:</b> <ul style="list-style-type: none"> <li>OGMA alteration<sup>1</sup>.</li> </ul>	<b>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP):</b> <ul style="list-style-type: none"> <li>Minor amendments requiring approval or plan extensions.</li> </ul>		Areas (OGMA), Visual Quality Objectives (VQO), Scenic areas, Resource features, etc).  <b>Forest Stewardship Plan (FSP), Woodlot Licence Plan (WLP):</b> <ul style="list-style-type: none"> <li>New or major amendment.</li> </ul>	
<b>Forests and Range (Cutting Authority)</b>	<b>Road Use Permit (RUP):</b> <ul style="list-style-type: none"> <li>Issuance, or amendment.</li> </ul> <b>Free Use Permit (FUP):</b> <ul style="list-style-type: none"> <li>New or amendment (e.g. Cultural Use, firewood, other).</li> </ul> <b>Christmas Tree Permit (CTP):</b> <ul style="list-style-type: none"> <li>Permit to grow and harvest Christmas trees.</li> </ul> <b>Approval to Scale special Forest Products:</b> <ul style="list-style-type: none"> <li>within existing and active cutting permit.</li> </ul> <b>Forest Service Road (FSR):</b> Road maintenance with no new ground disturbance expected: <ul style="list-style-type: none"> <li>Activities include: grading,</li> </ul>	<b>Works Permit/ General Works:</b> (government contract) <ul style="list-style-type: none"> <li>Issuance, or amendment,</li> </ul> <b>Free Use Permit (FUP):</b> <ul style="list-style-type: none"> <li>Designation of firewood cutting area for the public.</li> </ul> <b>Misc. Forest Tenure -Forest Act (s.52) Cutting or Occupancy by government or agent:</b> <ul style="list-style-type: none"> <li>e.g. helipad construction not within cutblock or road.</li> </ul> <b>Small scale salvage (SSS)/ Forest License to Cut (FLTC):</b> <ul style="list-style-type: none"> <li>Issuance, major amendment.</li> </ul>	<b>Occupant License to Cut (OLTC):</b> <ul style="list-style-type: none"> <li>Issuance.</li> </ul> <b>Specialised timeline Level 2:</b> (for more details consult 10 - Specialized Engagement Steps Tables: 2, 3, 4 of Appendix C)  <b>Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP)<sup>2</sup>:</b> <ul style="list-style-type: none"> <li>Development/ issuance or major amendment.</li> </ul> <b>Woodlot Licence:</b> <ul style="list-style-type: none"> <li>One CP / issuance<sup>3</sup></li> </ul> <b>Road Maintenance<sup>4</sup>:</b> <ul style="list-style-type: none"> <li>Activities include: new road construction, road re-alignment, road deactivation,</li> </ul>		

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

<sup>2</sup> **TSL/CP/RP** specialised steps and timelines are listed in Table 2 / Article 10.2. Total processing time: 68 BUSINESS DAYS

<sup>3</sup> **WL one CP** specialised steps and timelines are listed in Table 3 / Article 10.2. Total processing time: 40 BUSINESS DAYS

<sup>4</sup> **Road Maintenance with new ground disturbance:** specialised steps and timelines are listed in Table 4 / Article 10.2. Total processing time: 60 BUSINESS DAYS

<b>Program Themes</b>	<b>Engagement Level 0</b> (Information Upon Request)	<b>Engagement Level 1</b> (Limited)	<b>Engagement Level 2</b> (Standard or Specialised)	<b>Engagement Level 3</b> (Extensive)	<b>Engagement Level 4</b> (Special Projects)
<b>Forests and Range (Cutting Authority)</b>	ditch cleaning, culvert replacement/clearing, bridge replacement, brushing without ground disturbance.		and other activities where ground disturbance is expected.		
<b>Forests and Range (Occupancy License)</b>	<b>Special Use Permit (SUP):</b> ▪ Assignment.	<b>Special Use Permit (SUP):</b> ▪ New, ▪ Amendment, ▪ Replacement.			
<b>Forests and Range (Transfer or Assignments)</b>	<b>Transfer or Assignment of Forest Tenure</b>				
<b>Forests and Range (Silviculture Activities)</b>	<b>Activities:</b> ▪ Planting, ▪ Manual Brushing, ▪ Juvenile spacing / pruning.		<b>Specialised timeline Level 2:</b> (for more details consult 10 - Specialized Engagement Steps Table: 5 of Appendix C) ▪ Fertilisation <sup>5</sup>		
<b>Forests and Range (Recreation)</b>		<b>Recreation:</b> ▪ Dis-establish recreation site or trail. ▪ Protection of recreation resource on Crown land.	<b>Recreation:</b> ▪ Establish or construction of new site, trail, or interpretive forest site and objectives.		
<b>Forests and Range (Range)</b>		<b>Grazing/Hay Cutting Permits:</b> ▪ Issuance, amendment. <b>Grazing or Hay Cutting Licence/Permit:</b> ▪ Boundary change or	<b>Grazing/Hay Cutting Licence:</b> ▪ Issuance, replacement, major amendments, boundary changes.	<b>Range Use Plan or Range Stewardship Plan:</b> ▪ Issuance	

<sup>5</sup> **Fertilisation:** specialised steps and timelines are listed in Table 5 / Article 10.2. Total processing time: 58 BUSINESS DAYS

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Forests and Range (Range)</b>		amendment, transfer, relinquished tenure.	<b>Range Use Plan or Range Stewardship Plan</b> ▪ Amendment, extension.		
<b>Heritage Conservation Act</b>			<b>Specialised timeline Level2:</b>  Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including <sup>6</sup> :  ▪ issuance of s. 12 permits,  ▪ issuance of s.14 permits.		
<b>Land Tenures</b>	<b>Assignments and Notations of Interests:</b>  ▪ Assignments of tenures, ▪ Notation of Interest (NI) files.	<b>Activities with minor or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</b>  ▪ 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,	<b>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</b>  ▪ 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	<b>Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</b>  ▪ 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	<b>Clean Energy Project- General Area License.</b>

<sup>6</sup> **Heritage Conservation Act** specialised steps and timelines are described in Table 6 / Article 10.3. Processing timeline dependent on SHIP application submission



Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Land Tenures		<ul style="list-style-type: none"> <li>Navigation aids, including beacons,</li> <li>Work permits for maintenance of existing infrastructure or with no incremental disturbance footprint,</li> <li>Transfers of administration between Provincial Agencies and Provincial Federal Agencies,</li> <li>Establishment of Map Reserves (Section 17) in which a higher level of engagement is required prior to development,</li> <li>Investigative permits,</li> <li>Special events,</li> <li>Section 16 Map Reserves- no development.</li> </ul>	<p>involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours,</p> <ul style="list-style-type: none"> <li>General commercial,</li> <li>General industrial<sup>7</sup>,</li> <li>General log handling and storage<sup>8</sup>,</li> <li>Residential licenses; private moorage,</li> <li>Legalizations of recreational / residential cabins,</li> <li>Forfeited residential lots,</li> <li>Section 16 Map Reserves – development,</li> <li>Clean Energy Project- Investigative License.</li> </ul> <p>Specialised timeline Level2:</p> <ul style="list-style-type: none"> <li>Batching of Land Act tenure replacements<sup>9</sup></li> </ul>	<p>greater than 2 km in length,</p> <ul style="list-style-type: none"> <li>Commercial recreation involving motorized or intensive uses, including heli-skiing,</li> <li>Intensive agriculture in an area less than 15 ha,</li> <li>Extensive Agricultural tenures,</li> <li>Fee simple sales,</li> <li>Heavy industrial activities, such as industrial parks, within the developed area; intensive log handling and storage<sup>10</sup>,</li> <li>Community Institutional Policy: Sponsored Crown Grants.</li> </ul>	

<sup>7</sup> **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.

<sup>8</sup> **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.

<sup>9</sup> **Batching of Land Act Tenure replacement** specialised steps and timelines are listed in Table 7 / Article 10.4. The SEA Technical Team and FLNR will revise Best Business Practices and review process. Total processing time: 28 BUSINESS DAYS if a Final Response is desired by STSA, otherwise 23 BUSINESS DAYS. Please note this process is scheduled to be revisited by PRRO and MIRR.

<sup>10</sup> **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.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Mineral Exploration<sup>11</sup></b>	<b>Non-mechanized mineral exploration work with no permit.</b>	<b>Non-mechanized mineral exploration work that requires a Mines Act Permit including:</b> <ul style="list-style-type: none"> <li>Underground exploration with nil or negligible surface disturbance,</li> <li>Induced Polarization Survey<sup>12</sup>.</li> </ul> <b>Date extension of Notice of Work and Leases – Coal, Mineral, Placer<sup>13</sup></b>	<b>Mechanized mineral exploration work on pre-existing or in previously disturbed areas, including:</b> <ul style="list-style-type: none"> <li>Drilling, trenching, or test-pitting with or without the use of explosives,</li> <li>Helicopter supported drill program,</li> <li>Re-opening of existing roads or trails within in previously disturbed areas,</li> <li>Existing placer mining operations.</li> </ul> <b>Specialised timeline Level2:</b> <ul style="list-style-type: none"> <li>Mineral exploration activities which are deemed authorized<sup>14</sup>.</li> </ul>	<b>Mechanized mineral exploration work in undisturbed areas, including:</b> <ul style="list-style-type: none"> <li>Drilling, trenching, or test-pitting with or without the use of explosives<sup>15</sup>,</li> <li>New access development where previous access has only been by water or air,</li> <li>New underground development for mineral exploration purposes,</li> <li>New placer mining operations,</li> <li>Bulk samples.</li> </ul>	<b>Inspector determines Mines Development Review Committee.</b>
<b>Mineral Production</b>	<b>Mineral production:</b> (includes ore of metal, dimension stone and industrial minerals): <ul style="list-style-type: none"> <li>Requires either a mineral or placer claim or a mining lease</li> </ul>				

<sup>11</sup> **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

<sup>12</sup> **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)

<sup>13</sup> **Term extension:** Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Level 4- Specialized Engagement Steps)

<sup>14</sup> **Mineral exploration activities deemed authorised** have specialised steps and timelines as outlined in Table 8 / Article 10.5. Total processing time: 15 BUSINESS DAYS

<sup>15</sup> **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 or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Mineral Production</b>	or placer lease prior to issuance of Mines Act Permits. <sup>16</sup>				
<b>Aggregate Development</b>			<b>Aggregate development, sand and gravel quarry and industrial quarry &lt;100,000 tonnes:</b> <ul style="list-style-type: none"> <li>Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits.</li> </ul>	<b>Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes:</b> <ul style="list-style-type: none"> <li>Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits.</li> </ul>	
<b>Parks and Protected Areas</b>	<b>ASSIGNMENT OF PERMITS Film Permits:</b> <ul style="list-style-type: none"> <li>All park film permits<sup>17</sup>.</li> </ul> <b>Commercial Recreation Permits:</b> <ul style="list-style-type: none"> <li>Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance,</li> <li>Special events using existing facilities and with no disturbance.</li> </ul> <b>Research Permits:</b> <ul style="list-style-type: none"> <li>Research activities that do not involve invasive sampling methods and/or improvements.</li> </ul>	<b>Land Use Occupancy Permits:</b> <ul style="list-style-type: none"> <li>Existing land use occupancy permit (renewal).</li> </ul> <b>Commercial Recreation Permits:</b> <ul style="list-style-type: none"> <li>Commercial recreation using existing facilities,</li> <li>Guided outfitting and angling using existing facilities.</li> </ul> <b>Research Permits:</b> <ul style="list-style-type: none"> <li>Research activities that involve potentially invasive sampling methods, and/or improvements.</li> </ul> <b>Park Operations – Other:</b> <ul style="list-style-type: none"> <li>Larger scale ecosystem restoration projects (&gt; 1ha).</li> </ul>	<b>Land Use Occupancy Permits:</b> <ul style="list-style-type: none"> <li>New land use occupancy permit (including fixed roof accommodation facilities).</li> </ul> <b>Commercial Recreation Permits:</b> <ul style="list-style-type: none"> <li>Commercial recreation requiring new facilities,</li> <li>Guided outfitting and angling requiring new facilities.</li> </ul> <b>Research Permits:</b> <ul style="list-style-type: none"> <li>Research activities related to investigative use</li> </ul> <b>Park Operations – Facilities:</b> <ul style="list-style-type: none"> <li>New facility development, or construction.</li> </ul>	<b>Protected Area Designations:</b> <ul style="list-style-type: none"> <li>New parks or protected areas.</li> </ul>	

<sup>16</sup> PRRO, EMPR and MIRR will jointly formulate a plan for tracking these types of activities and determine an appropriate engagement level.

<sup>17</sup> 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 or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Parks and Protected Areas</b>	<b>Park Operations – Other:</b> <ul style="list-style-type: none"> <li>Small and medium scale ecosystem restoration projects (&lt; 1ha).</li> </ul>		<b>Protected Area Designations:</b> <ul style="list-style-type: none"> <li>Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park).</li> </ul> <b>Park Boundary Amendments:</b> <ul style="list-style-type: none"> <li>Amendments to park boundaries.</li> </ul>		
<b>Pesticides</b>	<ul style="list-style-type: none"> <li>All Licenses except for forest pest, noxious weeds and industrial vegetation.</li> </ul>	<b>Vegetation Management:</b> <ul style="list-style-type: none"> <li>Vegetation management plans for right of ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access.</li> </ul> <b>Pest Management:</b> <ul style="list-style-type: none"> <li>Pest management plans for railways – ballast area, switches, maintenance yards, treatment of selected trees &amp; shrubs outside ballast area,</li> <li>Mosquito and biting fly management plans for areas with public access.</li> </ul>	<b>Vegetation Management:</b> <ul style="list-style-type: none"> <li>Vegetation management for right of ways – selective management of encroaching trees &amp; shrubs or with public access</li> <li>Vegetation management plans for industrial sites on public land – general selective vegetation management, or with public access</li> <li>Vegetation management plans for noxious weeds on sites with public access</li> </ul> <b>Pesticide Use:</b> <ul style="list-style-type: none"> <li>Pesticide Use permits.</li> </ul>	<b>Forest Pest Management:</b> <ul style="list-style-type: none"> <li>Forest pest management plans for – management of vegetation to benefit seedling growth, or managing insect outbreaks (5-year plans)</li> <li>Forest licensee treatments of forest pests<sup>18</sup></li> </ul>	
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>New registration – Municipal Wastewater Regulation – small<sup>19</sup> (22.5 m3/day to 50m3/day,</li> <li>New registration –</li> </ul>	<ul style="list-style-type: none"> <li>New effluent permits or approvals – small<sup>11</sup></li> <li>New refuse approvals (garbage, solid waste) – small<sup>14</sup></li> <li>Significant amendments –</li> </ul>	<ul style="list-style-type: none"> <li>New effluent approvals other waste discharges - large,</li> <li>New refuse approvals - large<sup>21</sup>,</li> <li>Operational certificate (authorized under solid waste</li> </ul>	<ul style="list-style-type: none"> <li>New refuse permits - large<sup>24</sup>,</li> <li>New effluent permits other waste discharges – large<sup>12</sup>,</li> </ul>	

<sup>18</sup> SEA Tech Team and BCTS will define Best Business Process for treatment of forest pests and include those in the SEA Reference Guide

<sup>19</sup> Small effluent discharge: effluent discharge in the range of 22.5m3/day to 50m3/day

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<p>Municipal Wastewater Regulation – large<sup>20</sup> (&gt;50m3/day),</p> <ul style="list-style-type: none"> <li>Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation),</li> <li>New Registration - Vehicle Dismantling and Recycling Industry Environmental Planning Regulation,</li> <li>New Registration - Asphalt Plant Regulation,</li> <li>New Facility Registrations - Hazardous Waste Regulation.</li> </ul>	<p>small approvals (as defined in the <a href="#">Public Notification Regulation</a>),</p> <ul style="list-style-type: none"> <li>New air permits or approvals,</li> <li>Solid waste operational certificate (authorized under solid waste management plans) if no outstanding Stó:lō First Nations concerns with solid waste management plan,</li> <li>Liquid waste operational certificate (authorized under liquid waste management plans) if no outstanding Stó:lō First Nations concerns with liquid waste management plan.</li> <li>Waste treatment plant bypass (for maintenance purposes) with effluent discharge having the same or below the permitted quality requirements,</li> <li>Changes to Existing Composting facilities under the <a href="#">Organic Matter Recycling Regulation</a></li> </ul>	<p>management plans) if outstanding Stó:lō First Nations concerns with solid waste management plan,</p> <ul style="list-style-type: none"> <li>New refuse permits (garbage, solid waste) – small<sup>22</sup>,</li> <li>Waste treatment plant bypass (for maintenance purposes) with effluent discharge exceeding the permitted quality requirements,</li> <li>New Composting facilities small<sup>23</sup>.</li> </ul>	<ul style="list-style-type: none"> <li>Significant amendments – permits or large approvals (as defined in the Public Notification Regulation),</li> <li>Liquid waste management plans,</li> <li>Solid waste management plans (consultation undertaken by Regional Districts and Municipalities),</li> <li>Area Based Management Plans – Plan Development.</li> <li>New Composting facilities large<sup>25</sup></li> </ul>	

<sup>21</sup> **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.

<sup>24</sup> **Large refuse permit:** e.g.: garbage, solid waste, municipal landfill (greater than >500m3/year or a total of 5000m3)

<sup>20</sup> **Large effluent discharge:** any effluent discharge greater than 50m3/day

<sup>22</sup> **Small refuse permit:** e.g.: garbage, solid waste, municipal landfill (below <500m3/year or below a total of 5000m3)

<sup>23</sup> **Small composting facility** volume as defined under the [Organic Matter Recycling Regulation](#)

<sup>25</sup> **Large Composting Facility** volume as defined under the [Organic Matter Recycling Regulation](#)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Water</b> <sup>26</sup>	<ul style="list-style-type: none"> <li>Amendments on existing water Licences for surface and groundwater source, Section 26 (1)(WSA)<sup>27</sup> <ul style="list-style-type: none"> <li>(a) extend the time set for beginning construction of works;</li> <li>(b) extend the time set for completion of works;</li> <li>(c) extend the time set for making beneficial use of water;</li> <li>(e) correct an error in the authorization, change approval or related permit;</li> <li>(f) remove a provision of the authorization that is inconsistent with the Act;</li> <li>(g) authorize the use of water for some purpose other than that specified in the licence.</li> </ul> </li> <li>Transfer of appurtenancy of an authorization for</li> </ul>	<ul style="list-style-type: none"> <li>Licences for surface or groundwater <math>\leq 2.273 \text{ m}^3/\text{day}</math> (<math>\leq 500 \text{ gad}</math>)</li> <li>Amendments on existing water Licences, Section 26 (1)(WSA)<sup>14</sup> <ul style="list-style-type: none"> <li>(d) authorize additional or other works than those previously authorized;</li> <li>(h) extend the term of the licence;</li> <li>(i) increase or reduce the quantity of water authorized to be diverted or stored if it appears to have been erroneously estimated.</li> </ul> </li> <li>Short Term Use of water approvals, Section 10(WSA)<sup>32</sup></li> <li>Amendment of a Section 11(WSA)<sup>17</sup> Change approval not listed under Level 0.</li> </ul>	<ul style="list-style-type: none"> <li>All other Licences for surface or groundwater source <math>\leq 113.7 \text{ m}^3/\text{day}</math> (<math>&lt; 25,000 \text{ gad}</math>)</li> <li>Section 11(WSA)<sup>17</sup> applications, except for emergency situations.</li> </ul> <p>Specialised timeline Level2:</p> <ul style="list-style-type: none"> <li>All new groundwater applications to licence existing use<sup>33</sup></li> </ul>	<ul style="list-style-type: none"> <li>Licences with a Water Development plan for surface or ground water source <math>&gt; 113.7 \text{ m}^3/\text{day}</math> (<math>&gt; 25,000 \text{ gad}</math>).</li> </ul>	<ul style="list-style-type: none"> <li>Clean Energy Projects,</li> <li>Water Sustainability Plans (Division 4 of the Water Sustainability Act)</li> </ul>

<sup>26</sup> **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)

<sup>27</sup> **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)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Water</b>	<p>surface or groundwater (Section 27)(WSA)<sup>28</sup>,</p> <ul style="list-style-type: none"> <li>▪ Apportionment of rights under licence (Section 28)(WSA)<sup>29</sup>,</li> <li>▪ Part 7 Notifications as outlined in the <i>Water Act Water Regulations</i> for surface and groundwater of Section 11(WSA)<sup>30</sup> changes in and about a stream (Water Regulation Section 44)(WA)</li> <li>▪ Amendment of a Section 11(WSA)<sup>17</sup> Change approval if it's related to: <ul style="list-style-type: none"> <li>- correct an error in the approval;</li> <li>- remove a provision of the approval that is inconsistent with this Act;</li> <li>- extend the time set for completion of the works;</li> <li>- extend the term of the Approval;</li> </ul> </li> <li>▪ Compliance and</li> </ul>				

<sup>32</sup> **Water:** authorisations issued under Section 10 of the *Water Sustainability Act (WSA)* or those issued under Section 8 of the *Water Act (WA)*

<sup>33</sup> **Groundwater application** use specialised steps and timelines as described in Table 9 / Article 10.6. The Technical Teams of PRRO will develop BBP processes in collaboration with the FLNR GW team

<sup>28</sup> **Water:** authorisations issued under Section 27 of the *Water Sustainability Act* as (WSA) or those issued under Section 19 of the *Water Act (WA)*

<sup>29</sup> **Water:** authorisations issued under Section 28 *Water Sustainability Act (WSA)* or those issued under Section 20 of the of the *Water Act (WA)*

<sup>30</sup> **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 or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Water</b>	Enforcement Orders <b>Emergency Approvals:</b> ▪ Case by case basis <sup>31</sup>				
<b>Dike Maintenance Act<sup>34</sup></b>	<b>Regulated Dikes:</b> <ul style="list-style-type: none"> <li>▪ Existing Setback and Riverside Dike - Minor maintenance - No Increase in dike footprint or dike ROW/Tenure<sup>35</sup></li> <li>▪ Existing Setback Dike - Major dike work (Sea Level Rise, Seismic &amp; Q200 Upgrades, etc. No Increase in dike footprint or dike ROW/Tenure)<sup>20</sup></li> <li>▪ Existing Setback Dike - Municipal/utility work affecting dike - DMA SEC. 2- 4 (a,b,c) (No Increase in dike footprint or dike ROW/Tenure)<sup>36</sup></li> <li>▪ Existing Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel - DMA SEC. 2- 4 (a,b,c) Work on Landside slope<sup>21</sup></li> </ul>	<b>Regulated Dikes:</b> <ul style="list-style-type: none"> <li>▪ Existing Riverside Dike - Major dike work on Land and/or Riverside Slope (Sea Level Rise, Seismic &amp; Q200 Upgrades, etc. No Increase in dike footprint or dike ROW/Tenure)<sup>39</sup></li> <li>▪ Existing Setback and Riverside Dike - Major dike work (Sea Level Rise, Seismic &amp; Q200 Upgrades, etc. Increase in dike footprint or dike ROW/Tenure (CROWN or Private Land)<sup>23</sup></li> <li>▪ 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)<sup>22</sup></li> <li>▪ Existing Setback and Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel -</li> </ul>	<b>Regulated Dikes:</b> <ul style="list-style-type: none"> <li>▪ Construct New Setback and Riverside Dike - DMA SEC. 2-4 (e)<sup>41</sup></li> <li>▪ Dike Maintenance Authorizations requiring Section 11 Water Sustainability Act Authorizations (Section 9 <i>Water Act</i> Authorization)<sup>19</sup></li> </ul>		

<sup>31</sup> **Notify the PRRO when the emergency works are completed.** Important to note the distinction between Real Emergency and Foreseeable Emergency. Consult the SEA Reference Guide for Best Business Practices and definitions for both the Real and for Foreseeable Emergency.

<sup>34</sup> **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.

<sup>35</sup> **Dike Maintenance** work that does not require DMA approval or water related approval or notification

<sup>36</sup> **Dike Maintenance** work that requires DMA approval, however does not require water related approval or notification

<sup>39</sup> **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

<sup>41</sup> **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 or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Dike Maintenance Act</b>	<ul style="list-style-type: none"> <li>Existing Setback or Riverside Dike Exploratory - Geotechnical Testing - No Increase in dike footprint or dike ROW/Tenure<sup>21</sup></li> <li>Existing Setback Dike - Rip rap Erosion Protection - No Increase in dike footprint or dike ROW/Tenure<sup>37</sup></li> </ul> <p><b>Emergency Approvals</b></p> <ul style="list-style-type: none"> <li>Case by case basis<sup>38</sup></li> </ul>	<p>DMA SEC. 2- 4 (d) (Increase in dike footprint or dike ROW/Tenure (CROWN or Private Land)<sup>22</sup></p> <ul style="list-style-type: none"> <li>Existing Riverside Dike - Municipal/utility work affecting dike and foreshore/stream channel - DMA SEC. 2- 4 (a,b,c) Work on Riverside slope<sup>22</sup></li> <li>Existing Riverside Dike - Rip rap Erosion protection - No Increase in dike footprint or dike ROW/Tenure<sup>40</sup></li> </ul>			
<b>Wildlife Act</b>	<p><b>Angling:</b></p> <ul style="list-style-type: none"> <li>Classified water licences,</li> <li>Resident Angling licences issued by the Province,</li> <li>Angling guide licences and assistant angling licenses.</li> </ul> <p><b>Fish &amp; Wildlife Authorizations:</b></p> <ul style="list-style-type: none"> <li>Administrative authorizations<sup>42</sup>,</li> <li>Trapping returns for previous year,</li> <li>Hunting tags and licences,</li> </ul>	<p><b>Angling:</b></p> <ul style="list-style-type: none"> <li>Angling regulation changes for a water body - fishery objectives,</li> <li>Angling management plans for a water body.</li> </ul> <p><b>Hunting:</b></p> <ul style="list-style-type: none"> <li>Hunting regulation changes.</li> </ul> <p><b>Fish &amp; Wildlife Authorizations:</b></p> <ul style="list-style-type: none"> <li>Guide outfitting renewal / transfer of certificate,</li> <li>Guide and assistant guide licences,</li> </ul>	<p><b>Land Use Designations:</b></p> <ul style="list-style-type: none"> <li>Wildlife Management Areas - WMA - area amendment, changes to permitted use and/or activities allowed.</li> </ul> <p><b>Fish &amp; Wildlife Authorizations:</b></p> <ul style="list-style-type: none"> <li>Guide outfitting – issuance of new certificates as a result of vacancy or abandonment.</li> </ul>	<p><b>Land Use Designations:</b></p> <ul style="list-style-type: none"> <li>Wildlife Management Areas - WMA – designation<sup>49</sup>,</li> <li>Wildlife Management Areas - critical wildlife habitat area and/or wildlife sanctuary in a WMA<sup>50</sup>.</li> </ul> <p><b>Fish &amp; Wildlife Authorizations:</b></p> <ul style="list-style-type: none"> <li>Wildlife Species Management Plans<sup>51</sup>.</li> </ul>	

<sup>37</sup> **Dike Maintenance** work that requires DMA and water related approval

<sup>38</sup> **Notify the PRRO when the emergency works are completed.** Important to note the distinction between Real Emergency and Foreseeable Emergency. Consult the SEA Reference Guide for Best Business Practices and definitions for both the Real and for Foreseeable Emergency.

<sup>40</sup> **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.

<sup>42</sup> **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.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>Wildlife Act</b>	<ul style="list-style-type: none"> <li>▪ Possession of live wildlife - captive wildlife<sup>43</sup>,</li> <li>▪ Non-lethal low disturbance fish and wildlife (research) projects<sup>44</sup>,</li> <li>▪ Fish collection permits – emergencies /exemptions<sup>45</sup>.</li> </ul> <p><b>Operational Work:</b></p> <ul style="list-style-type: none"> <li>▪ Lake stocking - new lake stocking decisions<sup>46</sup>,</li> <li>▪ Lake stocking - changes to lake stocking regimes<sup>30</sup>,</li> <li>▪ Possession of live wildlife - new long-term care facilities,</li> <li>▪ High disturbance fish and wildlife projects,</li> <li>▪ Wildlife Guidelines and Best Management Practices.</li> </ul> <p><b>Emergency Approvals<sup>47</sup>:</b></p> <ul style="list-style-type: none"> <li>▪ Case by case basis.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Trapping - new trap lines, registration, disposition,</li> <li>▪ Trapping - transfer of trap lines removal of trap lines,</li> <li>▪ Trap line cabin - new registrations.</li> </ul> <p><b>Other:</b></p> <ul style="list-style-type: none"> <li>▪ No shooting areas (discharge of firearms),</li> <li>▪ Motorized vehicle prohibition.</li> </ul> <p><b>Operational Work:</b></p> <ul style="list-style-type: none"> <li>▪ Lake enhancement (new)<sup>48</sup></li> </ul>			

<sup>49</sup> **Wildlife Act** Sec 4 designations for Wildlife Habitat Areas.

<sup>50</sup> **Wildlife Act Sec 5 designations** for Critical Wildlife Areas and wildlife sanctuaries.

<sup>51</sup> **Ex. Regional Elk Management Plan**, draft. Similar plans could be developed for grizzly bear and wolverine.

<sup>43</sup> **Captive wildlife:** injured animals, falconry, etc. There is an Eagle Distribution Protocol to and FN. Partly an MOE - conservation officer function.

<sup>44</sup> Ex: research and monitoring projects for elk, grizzly bear and wolverine.

<sup>45</sup> 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.

<sup>46</sup> **Lake stocking notifications** are posted on the [Fresh Water Fisheries Society](#) web site.

<sup>47</sup> **Notify the PRRO when the emergency works are completed.** Important to note the distinction between Real Emergency and Foreseeable Emergency. Consult the SEA Reference Guide for Best Business Practices and definitions for both the Real and for Foreseeable Emergency.

<sup>48</sup> **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 or Specialised)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
<b>General</b> (only applies for statutory decisions and activity types not specified elsewhere in this table) <sup>52</sup>		<ul style="list-style-type: none"> <li>▪ Short-term or seasonal activities</li> <li>▪ No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas</li> <li>▪ No new permanent access <sup>53</sup></li> <li>▪ No or very small permanent infrastructure</li> <li>▪ Non-exclusive tenures <sup>54</sup></li> <li>▪ Administrative Applications <sup>55</sup> where there are no historic issues and no new impacts.</li> </ul>	<ul style="list-style-type: none"> <li>▪ New minor to moderate surface disturbance in previously disturbed areas</li> <li>▪ Minor to moderate new permanent access</li> <li>▪ New minor to moderate sized permanent infrastructure</li> <li>▪ Semi-exclusive tenures (potential to limit some other land uses)</li> <li>▪ Administrative applications where there are potential historic issues and no low-to-moderate new impacts</li> </ul>	<ul style="list-style-type: none"> <li>▪ Moderate to significant new ground disturbance</li> <li>▪ Moderate to significant new permanent access (expands permanent access network)</li> <li>▪ Moderate to large sized new permanent infrastructure</li> <li>▪ Exclusive tenures (likely to limit other land uses)</li> <li>▪ Administrative applications where there are identified historic issues with moderate-to-significant new impacts</li> <li>▪ Large or extensive new permanent infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>▪ Relates to a complex Application with significant new impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3.</li> </ul>

<sup>52</sup> **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 STSA SEA.

<sup>53</sup> **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.

<sup>54</sup> **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.

<sup>55</sup> **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

## 10. ENGAGEMENT STEPS for Engagement Level 2 with Specialised Timelines:

- 10.1. **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.
- 10.2. For clarity, if an Application under 10. of Appendix C falls within the Performance Management Map for Deferrals, the PRRO will confirm whether the Stó:lō First Nations will Defer the referral as set out in Appendix F.
- 10.3. It is understood and agreed by the Parties that a decision of the Stó:lō First Nations not to Defer an Application under 10.2. of Appendix C will be based on the Deferral process set out in Appendix F. The Stó:lō First Nations acknowledge and agree that where the PRRO has informed the Province that the Stó:lō First Nations have decided to Defer an Application, the Province will have met any consultation obligations to the Stó:lō First Nations in respect of that Application.
- 10.4. If the PRRO has informed the Provincial Agency or Delegate that there has been a Deferral under 10.2. of Appendix C, the Province may make a decision on the Application without further notice. If the PRRO requests notice of a decision made regarding an Application, the Provincial Agency will notify the PRRO of the decision.
- 10.5. **Forest Act.** The Parties agree that the steps set out in Tables 2, 3, and 4 below apply to the following forest authorizations under the *Forest Act*:
- Timber Sale License (TSL) (Table 2 );
  - Cutting Permit (CP) (Table 2); and
  - Road Permit (RP) (Table 2);
  - Woodlot Licence One Cutting Permit (Table 3)
  - Road Maintenance with new ground disturbance (Table 4)
  - Fertilisation (Table 5)

**Table 2 - Forest Act: Timber Sale Licenses, Cutting Permits, and Road Permits**

STEPS	Description:
1.0	<p><b>1.1 Referral Package.</b> Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 10.5. of Appendix C, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> <li>a. identify the Engagement Level (2-Specialised);</li> <li>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</li> <li>c. submit the Referral Package to the PRRO.</li> </ul>
2.0	<p><b>2.1 Publication Notification.</b> The PRRO will provide a notification of publication to the Provincial Agency or Delegate within 3 Business Days of receiving a complete Referral Package.</p> <p><b>2.2 Incomplete Referral Package.</b> 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 10. of Appendix C will not commence until the information specified under 2.3 of Appendix C is received by the PRRO.</p> <p><b>2.3 Publication Notification.</b> Once the PRRO receives a complete Referral Package, the PRRO will enter and publish the Referral Package in StoloConnect, and will:</p> <ul style="list-style-type: none"> <li>a. review the Referral Package; and</li> <li>b. send a Publication Notification to inform the Provincial Agency or Delegate of preliminary and Final Response timelines within 3 Business Days.</li> </ul>
3.0	<p><b>3.1 Analysis Stage / Preliminary Response.</b> 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 Analysis Stage steps set out in 3.1. of Appendix C; and the contents of a Preliminary Response will meet the requirements of 3.4 (a – k) of Appendix C.</p>
4.0	<p><b>4.1 Engagement Stage / Final Response.</b> Following the receipt of a preliminary response, or conclusion of the Analysis Stage 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>

	<p>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 3.4. (g) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;</p> <p>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;</p> <p>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</p> <p>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 4.1. (c) of Table 2 of Appendix C, the actions and under 5.0 of Table 2 of Appendix C will commence immediately.</p>
5.0	<p>5.1 <b>Block and Road Development.</b> The Provincial Agency or Delegate may initiate block and road development.</p> <p>5.2 <b>Notification.</b> 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 <b>Block and Road Monitoring.</b> BC Timber Sales and the PRRO will define block and road monitoring process(es).</p> <p>6.2 <b>CP and RP Referrals.</b> 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 <b>Validation Final Response.</b> When the PRRO receives a complete CP and/or RP application referral from the Province or Delegate, they will provide a validation Final 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 under 3.0. and 4.0. of Table 2 of Appendix C), to the Province within 5 Business Days.</p> <p>6.4 <b>Incomplete Referral Package.</b> 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 6.3 of Table 2 of Appendix C will not commence until the missing information is received by the PRRO.</p>

7.0	<p>7.1 <b>Decision Maker's Discretion.</b> 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 <b>Process.</b> 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	8.1 <b>Notice to PRRO and Relevant Stó:lō First Nations.</b> The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.
9.0	9.1 <b>Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently.</b> The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a Final Response independently of the decision.

**TABLE 3 - Forest Act: Woodlot Licence One Cutting Permits**

STEPS	Description:
1.0	<p>1.1 <b>Initial Referral.</b> Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 10.5. of Appendix C, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> <li>a. identify the Engagement Level (2);</li> <li>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</li> <li>c. submit the Referral Package to the PRRO.</li> </ul>
2.0	<p>2.1 <b>Referral Package.</b> The PRRO will provide a Notice of Publication to the Provincial Agency or Delegate within 3 Business Days of receiving a complete Referral Package.</p> <p>2.2 <b>Incomplete Referral Package.</b> 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 10. of Appendix C will not commence until the information specified under 2.3. of Appendix C is received by the PRRO.</p>

	<p><b>2.3 Publication Notification.</b> Once the PRRO receives a complete Referral Package, the PRRO will enter and publish the Referral Package in StoloConnect, and will:</p> <ul style="list-style-type: none"> <li>a. review the Referral Package; and</li> <li>b. send a Publication Notification to inform the Provincial Agency or Delegate of preliminary and Final Response timelines within 3 Business Days.</li> </ul>
3.0	<p><b>3.1 Preliminary Response.</b> The PRRO will provide a Preliminary Response to the Provincial Agency or Delegate within 17 Business Days of receipt of the Referral Package. The PRRO will follow the Analysis Stage steps set out in 3.1. of Appendix C; and the contents of a Preliminary Response will meet the requirements of 3.4. (a – k) of Appendix C.</p>
4.0	<p><b>4.1 Decision Maker’s Discretion.</b> 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><b>4.2 Process.</b> If the Provincial Agency decision maker (currently the District Manager regarding “One CPs”) determines more engagement is required, the Provincial Agency decision maker will also provide the process steps for further engagement.</p>
5.0	<p><b>5.1 Notice to PRRO and Relevant Stó:lō First Nations.</b> 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>
6.0	<p><b>6.1 Engagement and Final Response.</b> Following the issuance of the “One CP” and in receipt of final block development prior to commencement of harvesting 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"> <li>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 3.4. (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;</li> <li>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 20 Business Days of receiving a complete Referral Package;</li> <li>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</li> </ul>



	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 6.0 (c), of Table 3 of Appendix C the actions and under 5.0 of Table 3 of Appendix C will commence immediately.
7.0	<p>7.1 <b>Block and Road Development.</b> The Delegate may initiate block and road development.</p> <p>7.2 <b>Notification.</b> The Provincial Agency or Delegate will notify the PRRO when block and road development associated with the “One CP” is complete.</p>
8.0	<p>8.1 <b>CP and RP Referrals.</b> 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>8.2 <b>Engagement Stage.</b> When the PRRO receives a complete referral regarding the final block development from the Province or Delegate, they will provide a Final Response, summarizing the results of the evaluation process (procedures used to ensure that the forest development associated with a “One CP” have addressed PRRO recommendations as presented in 3.0 and 4.0 of Table 3, Appendix C), to the Province within 20 Business Days.</p> <p>8.3 <b>Incomplete Referral Package.</b> 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 6.3 of Table 3 of Appendix C will not commence until the missing information is received by the PRRO.</p>
9.0	9.1 <b>Notice to PRRO and Relevant Stó:lō First Nations.</b> The Delegate will provide the PRRO, Relevant Stó:lō First Nation(s), if any, and the Province a Notice of Commencement prior to starting harvest activities.

**TABLE 4 - Forest Act: Road Maintenance**

STEPS	Description:
	<p>Road Maintenance for Forest Service Roads (FSR)s and Road Permit (RP) Roads (FLNR and PRRO to clarify if RUP are also under this category)</p> <ul style="list-style-type: none"> <li>a. New ground disturbance within road right of way – brushing with ground disturbance, cut slope activities</li> <li>b. New ground disturbance within road prism – alignment, bridge relocation</li> </ul>
1.0	1.1 <b>Initial Referral.</b> Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 10.5. Appendix C., the Provincial Agency or Delegate will:

	<ul style="list-style-type: none"> <li>a. identify the Engagement Level (2-Specialised);</li> <li>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</li> <li>c. submit the Referral Package to the PRRO.</li> </ul>
2.0	<p><b>2.1 Referral Package.</b> The PRRO will provide a Notice of Publication to the Provincial Agency or Delegate within 3 Business Days of receiving a complete Referral Package.</p> <p><b>2.2 Incomplete Referral Package.</b> 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 10. of Appendix C will not commence until the information specified under 2.3. of Appendix C is received by the PRRO.</p> <p><b>2.3 Publication Notification.</b> Once the PRRO receives a complete Referral Package, the PRRO will enter and publish the Referral Package in StoloConnect, and will:</p> <ul style="list-style-type: none"> <li>a. review the Referral Package; and</li> <li>b. send a Publication Notification to inform the Provincial Agency or Delegate of Preliminary Response and Final Response timelines within 3 Business Days.</li> </ul>
3.0	<p><b>3.1 Preliminary Response.</b> 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 Analysis Stage steps set out in 3.1. of Appendix C; and the contents of a Preliminary Response will meet the requirements of 3.4. (a – k) of Appendix C.</p>
4.0	<p><b>4.1 Engagement and Final Response.</b> Following the receipt of a Preliminary Response, or conclusion of the Analysis Stage timeframe as noted in 3.0 of Table 4 of Appendix C, 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"> <li>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 3.4. (g) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;</li> <li>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;</li> </ul>

	<p>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</p> <p>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 4.1 (c) of Table 4 of Appendix C, the actions and under 5.0 of Table 4 of Appendix C will commence immediately.</p>
5.0	<b>5.1 Road Works Development.</b> The Provincial Agency or Delegate may initiate road works development including environmental management plans.
6.0	<p><b>6.1 Road works/maintenance referrals.</b> The Province, or Delegate if directed, will submit a road works/maintenance referral to the PRRO. The Referral Package(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><b>6.2 Validation Final Response.</b> When the PRRO receives a complete road works/maintenance referral from the Province or Delegate, they will provide a validation Final Response, summarizing the results of the validation process (procedures used to ensure that the development associated with road works/maintenance have addressed PRRO recommendations as presented in 3.0 and 4.0 of Table 4 of Appendix C), to the Province within 5 Business Days.</p> <p><b>6.3 Incomplete Referral Package.</b> 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 6.3 of Table 4 of Appendix C will not commence until the missing information is received by the PRRO.</p>
7.0	<p><b>7.1 Decision Maker's Discretion.</b> 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><b>7.2 Process.</b> If the Provincial Agency decision maker (currently the District Manager regarding road works/maintenance) determines more engagement is required the Provincial Agency decision maker will also provide the process steps for further engagement.</p>
8.0	<b>8.1 Notice to PRRO and Relevant Stó:lō First Nations.</b> The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.
9.0	<b>9.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently.</b> The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a Final Response independently of the decision.

**TABLE 5 - Forest Act: Fertilization**

STEPS	Description:
1.0	<p><b>1.1 Initial Referral.</b> Where the Provincial Agency or Delegate initiates Engagement for Applications referred to in 10.5. of Appendix C, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> <li>a. identify the Engagement Level (2-Specialised);</li> <li>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</li> <li>c. submit the Referral Package to the PRRO.</li> </ul>
2.0	<p><b>2.1 Referral Package.</b> The PRRO will provide a Notice of Publication to the Provincial Agency or Delegate within 3 Business Days of receiving a complete Referral Package.</p> <p><b>2.2 Incomplete Referral Package.</b> 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 10 of Appendix C will not commence until the information specified under 2.3. of Appendix C is received by the PRRO.</p> <p><b>2.3 Publication Notification.</b> Once the PRRO receives a complete Referral Package, the PRRO will enter and publish the Referral Package in StoloConnect, and will:</p> <ul style="list-style-type: none"> <li>a. review the Referral Package; and</li> <li>b. send a Publication Notification to inform the Provincial Agency or Delegate of Preliminary Response and Final Response timelines within 3 business days.</li> </ul>
3.0	<p><b>3.1 Preliminary Response.</b> 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 Analysis Stage steps set out in 3.1. of Appendix C; and the contents of a Preliminary Response will meet the requirements of 3.4. (a – k) of Appendix C.</p>
4.0	<p><b>4.1 Engagement and Final Response.</b> Following the receipt of a Preliminary Response, or conclusion of the Analysis Stage timeframe as noted in 3.0 of this Table 5 of Appendix C, the Provincial Agency or Delegate will contact the PRRO and/or Relevant Stó:lō First Nations to undertake the following process steps:</p>

	<p>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. (g) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;</p> <p>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 40 Business Days of receiving a complete Referral Package;</p> <p>c. if a final response cannot be provided within the above noted 40 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</p> <p>d. following receipt of the Final Response the Provincial Agency or Delegate; or after the above noted 40 Business Days, or an agreed-upon revised timeframe under 4.1 (c) of table 5 of Appendix C, the actions and under 5.0 of Table 5 of Appendix C will commence immediately.</p>
5.0	<b>5.1 Treatment areas identified/ site plan development.</b> The Provincial Agency or Delegate may initiate identifying treatment areas and site plan development.
6.0	<p>6.1 The Province, or Delegate if directed, will submit a fertilization treatment area 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>6.2 <b>Validation Final Response.</b> When the PRRO receives a complete fertilization treatment area application referral from the Province or Delegate, they will provide a validation Final Response, summarizing the results of the validation process (procedures used to ensure that the treatment areas have addressed PRRO recommendations as presented in 3.0 and 4.0 of Table 5 of Appendix C), to the Province within 10 Business Days.</p> <p>6.3 <b>Incomplete Referral Package.</b> 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 6.3 of Table 5 of Appendix C will not commence until the missing information is received by the PRRO.</p>
7.0	<b>7.1 Decision Maker's Discretion.</b> 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.

	<b>7.2 Process.</b> If the Provincial Agency decision maker (currently the District Manager regarding fertilization treatment) determines more engagement is required, the Provincial Agency decision maker will also provide the process steps for further engagement.
8.0	<b>8.1 Notice to PRRO and Relevant Stó:lō First Nations.</b> The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.
9.0	<b>9.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently.</b> The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a Final Response independently of the decision.

10.6. **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*.

**Table 6 - *Heritage Conservation Act*: Section 12 and Section 14 Permits**

STEPS	Description:
1.0	<p><b>1.1 Initial Referral.</b> Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 10.6. of Appendix C, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> <li>a. prepare a fully completed <i>Heritage Conservation Act</i> permit Application</li> <li>b. identify the Engagement Level (2);</li> <li>c. 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</li> <li>d. submit the Referral Package to the PRRO.</li> </ul>
2.0	<p><b>2.1 Incomplete Referral Package.</b> 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 1.1 (a) of Table 6 of Appendix C is received by the PRRO.</p> <p><b>2.2 Complete Referral Package.</b> 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 StoloConnect.</p>

	<p><b>2.3 Final Response.</b> 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:</p> <ul style="list-style-type: none"> <li>a. if there is no objection to the Application, a Stó:lō heritage investigation permit; or</li> <li>b. if there is objection to the Application, a statement setting out the reasons for the objection.</li> </ul>
3.0	<p><b>3.1 Request</b> 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"> <li>a. approval to the request, in which case the timelines for providing a Final Response will be adjusted accordingly; or</li> <li>b. rejection of the request, in which case the standard 30 calendar day timeline will remain in effect.</li> </ul>
4.0	<p><b>4.1 Request for an Alternate Response Time – PRRO.</b> 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><b>5.1 Decision Maker's Discretion.</b> 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 of Table 6 of Appendix C, the Provincial Agency decision maker may proceed to make the decision.</p>
6.0	<p><b>6.1 Notice to PRRO and Stó:lō First Nation(s).</b> The Provincial Agency decision maker <b>will</b> 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><b>7.1 Exceptions.</b> Exceptions to the processes established in 1.0 – 6.0 of Table 6 of Appendix C include:</p> <ul style="list-style-type: none"> <li>a. 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.</li> </ul>



	<p>b. 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 under 1.0 – 6.0 of Table 6 of Appendix C.</p>
--	---

**10.7 Land Act Tenure Replacements.** The Parties agree that the engagement processes set out in Table 7 below will apply to the referrals that relate to the replacement of *Land Act* tenures.

**Table 7 - Land Act: Batching of Replacement Tenures**

STEPS	Description:
1.0	<p><b>1.1 Initial Referral.</b> In October of each year, the Provincial Agency will provide the PRRO with a list of the <i>Land Act</i> tenures in the Agreement Area 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"> <li>a. Land Officer’s contact name, phone number, email;</li> <li>b. Tenure Purpose &amp; Type;</li> <li>c. Issuing agency file number;</li> <li>d. Area;</li> <li>e. Location;</li> <li>f. Tenure Subpurpose &amp; Subtype, if any;</li> <li>g. Tenure holder’s legal name and address;</li> <li>h. Tenure start and expiry date;</li> <li>i. The latest date on which a publication notification, Preliminary Response, and Final Response required under 2.1, 3.1 and 5.1 of Table 7 of Appendix C may be provided; and</li> <li>j. GIS compatible digital files.</li> </ul>



	<p>1.2 <b>Incomplete Referral Package.</b> 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 <b>Additional Information.</b> 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"> <li>a. the tenure holder's phone number and email address;</li> <li>b. additional supporting information provided by the tenure holder.</li> </ul>
2.0	<p>2.1 <b>Publication Notification.</b> Once the PRRO receives a complete Batched Referral List, the PRRO will enter (publish) the Batched Referral List in StoloConnect, and will, for each tenure:</p> <ul style="list-style-type: none"> <li>a. review the Batched Referral List and any information in respect of it provided under 1.3 of Table 7 of Appendix C;</li> <li>b. provide a notification of publication to the Provincial Agency at least 95 Business Days before the tenure expiry date which will indicate: <ul style="list-style-type: none"> <li>i. with reference to the criteria set out under 3.5. of Appendix C, either confirm that Engagement Level 1 is appropriate or propose a different Engagement Level.</li> <li>ii. the PRRO's determination of the latest date on which the Preliminary Response and the Final Response required under 3.1 and 5.1 of Table 7 of Appendix C may be provided, and</li> <li>iii. whether the response to the tenure will be Deferred according to the process outlined in Appendix F.</li> </ul> </li> </ul> <p>2.2 <b>Confirmation of response dates.</b> 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 <b>Disagreement regarding Engagement Level.</b> If there is a disagreement between the Provincial Agency and PRRO regarding the Engagement Level the Parties will follow the steps set out in 3.6. of Appendix C.</p>
3.0	<p>3.1 <b>Analysis Stage / Preliminary Response.</b> 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 – k) of Appendix C.</p> <p>3.2 <b>Request for Alternate Preliminary Response Time.</b> 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><b>3.3 No Preliminary Response Received.</b> If the PRRO has not provided a <b>Preliminary</b> Response within the above noted 80 Business Days, or an agreed-upon revised timeframe under 3.2 of Table 7 of Appendix C the actions under 4.0 and timelines under 5.0 of Table 7 of Appendix C will commence.</p>
4.0	<p><b>4.1 Engagement Stage.</b> 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 Table 7 of Appendix C, 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. (g) 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><b>5.1 Final Response.</b> 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><b>5.2 Request for Alternate Final Response Time.</b> 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><b>5.3 No Final Response Received.</b> 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 5.2, of Table 7 of Appendix C the actions under 6.0 of Table 7 of Appendix C will apply and a decision regarding replacement of the tenure may be made without further notice.</p>
6.0	<p><b>6.1 Decision Maker's Discretion.</b> 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><b>6.2 Process.</b> 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	<b>7.1 Notice to PRRO and Relevant Stó:lō First Nations.</b> 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.
8.0	<b>8.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently.</b> The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a Final Response independently of the decision.
9.0	<b>9.1 Engagement Level Change.</b> If the Engagement Level is increased to Engagement Level 2 by agreement of the Parties, the Parties will follow the Engagement Level steps under 4.5. of Appendix C except that notwithstanding the time periods referred to in 4.5. (b) and (e) of Appendix C, 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.

10.8. **Mines Act.** The Parties agree that the steps set out in Table 8 of Appendix C 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 8 - Mines Act – Deemed Authorizations**

STEPS	Description:
1.0	<b>1.1 Notice.</b> 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	<b>2.1 PRRO Responsibilities.</b> Upon receipt of the Notice, the PRRO will: <ol style="list-style-type: none"> <li>a. publish the information received into StoloConnect; and</li> <li>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.</li> </ol>

3.0	<p><b>3.1 Chief Inspector Discretion.</b> Under the Regulation the Chief Inspector may order that a deemed authorization does not apply to a particular permit if the Chief Inspector considers it necessary to protect health, safety, the environment, or a cultural heritage resource.</p> <p><b>3.2 Deemed Authorization Does Not Apply.</b> 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 10.8. (a), (b), or (c) of Appendix C.</p> <p><b>3.3 Revisions to a Permit.</b> If there is an Application for a revision to the permit in respect of the exploration activities referred to in 10.8. (a), (b), or (c) the Parties will try to develop an agreed to engagement process for that Application, and this agreed engagement process will be the vehicle through which the Province will satisfy and discharge its duty to consult with Stó:lō First Nations.</p> <p><b>3.4 Disagreement.</b> If an engagement process is not agreed upon under step 3.3, then 2.0. to 4.0. of Appendix C will apply to the Application.</p>
4.0	<p><b>4.1 Notification of Status.</b> Upon request of the PRRO, the Provincial Agency will notify the PRRO regarding the status of a deemed authorization.</p>

10.9. **Water Sustainability Act.** The Parties agree to the proposed steps set out in Table 9 below to apply to all groundwater applications to licence existing use under the *Water Sustainability Act*.

**Table 9 - Water Sustainability Act – all groundwater applications to licence existing use**

STEPS	Description:
1.0	<p><b>1.1. Develop a process.</b> The SEA Technical Team and the Ministry of Forests Lands and Natural Resource Operations ground water section will work in collaboration to develop a process for Level 2 specialised for groundwater applications. When a mutually agreed process is reached it will incorporate it in Sec 10.9, Table 9, Appendix C and will use it to guide the processing of ground water applications.</p> <p><b>1.2. Risk Rating Tool.</b> The process for groundwater applications will be based on a risk rating tool, to be developed by the SEA Technical team in collaboration with the Ministry of Forests, Lands and Natural Resource Operations groundwater section. This tool will assess risk based on water scarcity and hydraulic connectivity, as well as Stó:lō First Nations' interests received from the SEA signatory First Nations via the PRRO.</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.** Any Party may submit a request to the SEA Working Group of this Agreement to discuss a Major Project with the Executive Level of the G2G 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. of Appendix D, 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 **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.
- 1.2 **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 *Local Government Act*;
    - ii. the *Transportation Act*;
    - iii. the *Environmental Assessment 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, including:
    - 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 the Agreement Area; and
  - d. Other topics that may include, but are not limited to:
    - i. Implementation of the United Nations Declaration on the Rights of Indigenous Peoples;
    - ii. relations regarding emergency management;
    - iii. information sharing protocols, agreements, and procedures;
    - iv. facilitating First Nations involvement in the regional economy;
    - v. revenue-sharing policy and guidelines;
    - vi. development of energy infrastructure;
    - vii. strategies related to cumulative effects;
    - viii. access management guidelines;
    - ix. activities that may impact air and water quality; and
    - x. spatial mapping and planning to support more effective decision-making.

## **Appendix F      Deferral Criteria and Process**

### **1. Deferral Criteria**

A decision communicated by the PRRO about whether or not to Defer will be based on a consideration of whether any of the following criteria are met:

- a. the potential for impacts to fish or fish habitat;
- b. the potential for impacts to Stó:lō Rights to fish and harvest;
- c. the potential for impact to a known sensitive area or place with special significance or cultural values to the Stó:lō First Nations; or
- d. the potential for impacts to Stó:lō Rights in that portion of the Agreement Area that is outside of the Performance Management Map for Deferrals.

### **2. Deferral Process**

#### **2.1. Referral Submission**

- a. Referrals are submitted to PRRO and posted to StoloConnect as described under 2. of Appendix C.
- b. Referrals will be referenced against the Performance Management Map for Deferral and the Deferral Criteria, and if no Stó:lō First Nation community has notified PRRO of their desire to participate in the Application, then that file will be Deferred.

### **3. Deferral Notification**

- 3.1. If an Application is Deferred, the PRRO will provide notice of the Deferral in accordance with 3. of Appendix C, and no Final Response will be submitted by Stó:lō First Nations to the Provincial Agency or Delegate in respect of the Application.
- 3.2. If the PRRO requests notice of a decision made regarding an Application that the PRRO has Deferred, the Provincial Agency will notify the PRRO of the decision.

### **4. Performance Management and Adaptive Management**

- 4.1. The PRRO commits to meeting the performance target for Deferrals set out in Appendix G.
- 4.2. The SEA Working Group will, on a monthly basis, determine the total number of Deferrals and the total number of Referral Packages received by the PRRO in the preceding period. The Parties will use this information to determine whether PRRO is meeting the performance target set out in Appendix G.

- 4.3. If the SEA Working Group determines that the number of Deferrals under any statute is repeatedly less than the target set out in Appendix G, or if there is a shift in membership or other factor that affects the Deferral process or targets, the SEA Working Group will consider amendments to the scope provided for Deferrals.
- 4.4. If the PRRO or any Provincial Agency determines that the Engagement process has resulted in unanticipated significant workload increases, notwithstanding that the Appendix G performance measure has been met, the SEA Working Group will consider amendments to the Engagement process as it relates to Deferral to offset those impacts.



## 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.
PM8	Post Decision reporting.	Target timelines for Post Decision reporting by the participating Provincial Agencies.
PM9	% of Deferrals.	Targets for the processing of Deferrals set out in Appendix C and F will continue at 90%.
PM10	The quantity, type and spatial location of Deferrals.	All Deferrals processed by PRRO, monthly and annually.

## Appendix H Stó:lō Nation Society Representation



### STÓ:LŌ NATION

10-7201 Vedder Road, Chilliwack, B.C. V2R 4G5

Phone: 604-858-3366 Fax 604-824-0278

May 15, 2019

### 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 *Societies Act* during the term of the Agreement.

Signed by

Willy Hall, Executive Director  
Stó:lō Service Agency / Stó:lō Nation

## Appendix I Band Council Resolutions

I/1 BCR for Aitchelitz First Nation (page 1/2)

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

#### WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the **Aitchelitz First Nation** has provided to the **Aitchelitz First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Aitchelitz First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Aitchelitz First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

#### 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 forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The **Aitchelitz First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The **Aitchelitz First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- 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 implementing the Strategic Engagement Agreement;

5. The **Aitchelitz First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the **Aitchelitz First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of **Aitchelitz First Nation** are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of **Aitchelitz First Nation**.

This Band Council Resolution was passed at a duly convened meeting of the **Aitchelitz First Nation** on May 30, 2019.

Quorum of Council is 2

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## **Chawathil First Nation**

4-60814 Lougheed Hwy 7  
Hope, BC V0X 1L3

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

#### **WHEREAS:**

- A. The Chief Negotiator appointed to act on behalf of the **Chawathil First Nation** has provided to the **Chawathil First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Chawathil First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, 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 forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The **Chawathil First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The **Chawathil First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;

I/2 BCR for Chawathil First Nation (page2/2)

Stewardship Framework Agreement on to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;

4. The **Chawathil First Nation** authorizes the People of the River Referrals Office and Stó:lō Research & Resource Management Centre, as associated with the Stó:lō Nation Society, to act on behalf of the **Chawathil First Nation** for the purposes of implementing the Agreement; and
5. The **Chawathil First Nation** authorizes Council-member Barbara Evelyn Peters to sign the final Agreement, and enter into the Agreement, in completing this approval process on behalf of the **Chawathil First Nation**.

This Band Council Resolution was passed at a duly convened meeting of the **Chawathil First Nation** on April 4,, 2019.

Quorum of Council is 4

Andy Man

[Signature]

Rose Peters

Rose Peters

Jean K M  
Barbara Evelyn Peters

[Signature]



THE COUNCIL OF  
THE CHEAM FIRST NATION

BCR No.1906

---

**DO HEREBY RESOLVE**

**WHEREAS:**

- A. The Chief Negotiator appointed to act on behalf of the **Cheam First Nation** has provided to the **Cheam First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Cheam First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Cheam First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

**THEREFORE BE IT RESOLVED THAT:**

1. The **Cheam First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The **Cheam First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
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 to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
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 implementing the Strategic Engagement Agreement;

**I/3 BCR for Cheam First Nation (page2/2)**

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 and as agreed to by the **Cheam First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. The **Cheam First Nation** authorizes Chief Ernie Crey to enter into the Strategic Engagement Agreement on behalf of the **Cheam First Nation** in completing this approval process.

SIGNED THIS DAY: March 05, 2019 at Cheam First Nation, 52161 Victor Drive, Rosedale, BC  
VOX 1X1

Quorum for this Council is four (4)

  
\_\_\_\_\_  
Chief Ernie Crey

\_\_\_\_\_  
Councillor Darwin Douglas

  
\_\_\_\_\_  
Councillor Rick Quipp

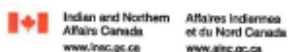
  
\_\_\_\_\_  
Councillor Dionne Shaw

\_\_\_\_\_  
Councillor Andrew Victor

  
\_\_\_\_\_  
Councillor Muriel Victor



# I/4 BCR for Kwaw-kwaw-Apilt First Nation (page 1/1)



## BAND COUNCIL RESOLUTION

Chronological no.

File reference no.

### 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		Cash free balance	
<b>KWAW KWAW APILT FIRST NATION</b>		Capital account	\$ _____
Date of duly convened meeting	Province <b>B.C.</b>	Revenue account	\$ _____

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

#### WHEREAS:

- The Chief Negotiator appointed to act on behalf of the Kwaw Kwaw Apilt First Nation has provided to the Kwaw Kwaw Apilt First Nation a Strategic Engagement Agreement, for review and approval;
- The Strategic Engagement Agreement has undergone legal review on behalf of the Kwaw Kwaw Apilt First Nation; and
- Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, 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:

- The Kwaw Kwaw Apilt First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- The Kwaw Kwaw Apilt First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 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 to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- 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 implementing the Strategic Engagement Agreement;
- 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 and as agreed to by the Kwaw Kwaw Apilt First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
- The Kwaw Kwaw Apilt First Nation authorizes Council-member Betty Henry to enter into the Strategic Engagement Agreement on behalf of the Kwaw Kwaw Apilt First Nation in completing this approval process.

This Band Council Resolution was passed at a duly convened meeting of the Kwaw Kwaw Apilt First Nation on May 30, 2019.

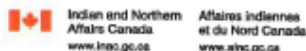
Quorum of Council is 2

Betty Henry

[Signature]

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

## I/5 BCR for Scowlitz First Nation (page 1/2)



### BAND COUNCIL RESOLUTION

Chronological no.
File reference no.

**NOTE:**

The words "from our Band Funds", "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

<b>SCOWLITZ FIRST NATION</b>		Cash free balance	
The council of the		Capital account	\$ _____
Date of duly convened meeting	Province <b>B.C.</b>	Revenue account	\$ _____

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

**WHEREAS:**

- A. The Chief Negotiator appointed to act on behalf of the Scowlitz Nation has provided to the *Scowlitz First Nation* a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the *Scowlitz First Nation*; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the *Scowlitz First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement.

**THEREFORE BE IT RESOLVED THAT:**

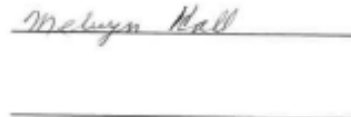
1. The *Scowlitz First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The *Scowlitz First Nation* is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
3. The *Scowlitz First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
4. The *Scowlitz First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Scowlitz First Nation* for the purposes of implementing the Strategic Engagement Agreement;
5. The *Scowlitz First Nation* authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the *Scowlitz*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. The *Scowlitz First Nation* authorizes Council-member Shelly Chapman to enter into the Strategic Engagement Agreement on behalf of the *Scowlitz First Nation* in completing this approval process.

I/5 BCR for Scowlitz First Nation (page 2/2)

This Band Council Resolution was passed at a duly convened meeting of the *Scowlitz First Nation* on \_\_\_\_\_, 2019.

Quorum of Council is 2





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

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

WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the **Shxwhá:y First Nation** has provided to the **Shxwhá:y First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Shxwhá:y First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Shxwhá:y First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The **Shxwhá:y First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The **Shxwhá:y First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The **Shxwhá:y First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- 4. The **Shxwhá:y First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Shxwhá:y First Nation** for the purposes of implementing the Strategic Engagement Agreement;

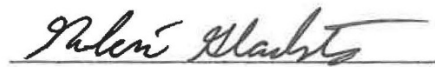
I/6 BCR for Shxwhá:y Village (page 2/2)

5. The **Shxwhá:y First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the **Shxwhá:y First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of **Shxwhá:y First Nation** are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of **Shxwhá:y First Nation**.

This Band Council Resolution was passed at a duly convened meeting of the **Shxwhá:y First Nation** on June 6, 2019, 2019.

Quorum of Council is 3.





Bonnie Russell

\_\_\_\_\_





# SQ'EWÁ:LXW FIRST NATION

## SKAWAHLOOK

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

WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the Skawahlook First Nation has provided to the Skawahlook First Nation a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the Skawahlook First Nation; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, the 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 forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The Skawahlook First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The Skawahlook First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- 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

**I/7 BCR for Skawahlook First Nation (page 2/2)**

Skawahlook First Nation for the purposes of implementing 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 and as agreed to by the Skawahlook First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. The Skawahlook First Nation authorizes Council-member **Debra Schneider** to enter into the Strategic Engagement Agreement on behalf of the Skawahlook First Nation in completing this approval process.

This Band Council Resolution was passed at a duly convened meeting of the Skawahlook First Nation on **February 22, 2019.**

A quorum for this Band consists of 2 (two) council members



**Chief Maureen Chapman**



**Councillor Debra Schneider**

58611A LOUGHEED HIGHWAY, AGASSIZ, B.C. V0M 1A2 ☎ 604-796-9129 🌐  
www.skawahlook.com



Skowkale First Nation

Chronological No. 2019-2020-004

## BAND COUNCIL RESOLUTION

Note:

The Words "from our Band funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The council of the <b>Skowkale First Nation</b>		Cash Free Balance
		Capital Account(\$):
Date of duly convened meeting (YYYYMMDD) 2019-05-14	Province: BC	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the Skowkale First Nation has provided to the Skowkale First Nation a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the Skowkale First Nation; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the Skowkale First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE LET IT BE RESOLVED:


1. The Skowkale First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The Skowkale First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
3. The Skowkale First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
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 implementing the Strategic Engagement Agreement;



**I/8 BCR for Skowkale First Nation (page 2/2)**

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 and as agreed to by the Skowkale First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of Skowkale First Nation are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of Skowkale First Nation.

Quorum: **3**

  
(Chief Mark Point)  
(Councilor Dustin Hall)  
(Councilor Derek Hansom)  
(Councilor Darcy Paul)  
(Councilor Tiffany Silver)

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

WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the **Soowahlie First Nation** has provided to the **Soowahlie First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Soowahlie First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Soowahlie First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The **Soowahlie First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The **Soowahlie First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The **Soowahlie First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- 4. The **Soowahlie First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Soowahlie**

**First Nation** for the purposes of implementing the Strategic Engagement Agreement;

5. The **Soowahlie First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the **Soowahlie First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of **Soowahlie First Nation** are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of **Soowahlie First Nation**.

This Band Council Resolution was passed at a duly convened meeting of the **Soowahlie First Nation** on May 21, 2019.

Quorum of Council is 3

Brenda Wallace

\_\_\_\_\_

Tanya Commodore

Marcella Commodore



## **Squiala First Nation** **BAND COUNCIL** **RESOLUTION**

**Resolution # 2019-05-02**

THE CHIEF AND COUNCIL  
AT A DULY CONVENED MEETING  
HELD ON May 16<sup>th</sup>, 2019

**WHEREAS:**

- A. The Chief Negotiator appointed to act on behalf of the Squiala First Nation has provided to the Squiala First Nation a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the Squiala First Nation; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the Squiala First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

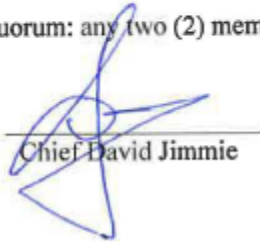
**THEREFORE BE IT RESOLVED:**

1. The Squiala First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The Squiala First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
3. The Squiala First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
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 implementing the Strategic Engagement Agreement;
5. The Squiala First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the Squiala First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and

**I/10 BCR for Squiala First Nation (page 2/2)**

6. Having reviewed the Agreement, Chief and Council of Squiala First Nation are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of Squiala First Nation.

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



Chief David Jimmie

Councillor Stephen Jimmie



Councillor Allen Jimmie

# I/11 BCR for Skwah First Nation (page 1/2)

Indigenous Services Canada

## BAND COUNCIL RESOLUTION

Chronological No.: 2019-02-13-B p1
File Reference:

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	<b>Skwah First Nation</b>	Current Capital Balance	\$ _____
District:	<b>South</b>	Committed	\$ _____
Province:	<b>British Columbia</b>	Current Revenue Balance	\$ _____
Place:	<b>Chilliwack</b>	Committed	\$ _____
Date of Duly Convened Council Meeting:			
<u>11</u> Day	<u>February</u> Month	AD 2019 Year	

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

#### WHEREAS:

- The Chief Negotiator appointed to act on behalf of the Skwah First Nation has provided to the Skwah First Nation a Strategic Engagement Agreement, for review and approval;
- The Strategic Engagement Agreement has undergone legal review on behalf of the Skwah First Nation; and
- Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, 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:

- The Skwah First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- The Skwah First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic

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
	A. Capital \$	B. Revenue \$		o Capital o Revenue
Recommended		Approved		
Date	Recommending Officer		Date	Approving Officer



## I/11 BCR for Skwah First Nation (page 2/2)

Indigenous Services Canada

Chronological No.:  
2019-02-13-B p2  
File Reference:

### BAND COUNCIL RESOLUTION

Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;

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 to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
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 implementing 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 and as agreed to by the Skwah First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. The Skwah First Nation authorizes Council-member Robert Combes to enter into the Strategic Engagement Agreement on behalf of the Skwah First Nation in completing this approval process.

This Band Council Resolution was passed at a duly convened meeting of the Skwah First Nation on 11 February 2019, 2019.

A quorum for this Band  
consists of 3  
Council Members

Robert Combes  
Chief

Councillor

Steve Williams  
Councillor

Michael  
Councillor

Councillor

John  
Councillor

L. Munell  
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/12 BCR for Sumas First Nation (page 1/2)

### Sumas First Nation

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

#### BAND COUNCIL RESOLUTION

Chronological no.
19-02-07
File reference no.
February 8, 2019

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	Cash free balance	
		Capital account	\$ _____
Date of duly convened meeting	02 / 08 / 2019	Province	
		BC	
		Revenue account	\$ _____

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

#### Whereas:

- A. The Chief Negotiator appointed to act on behalf of the Sumas First Nation has provided to the Sumas First Nation a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the Sumas First Nation; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the Sumas First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

#### Therefore let it be resolved:

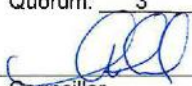
1. The **Sumas First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The **Sumas First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
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 to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
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 implementing 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 and as agreed to by the **Sumas First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. The **Sumas First Nation** authorizes Council-member John Silver to enter into the Strategic Engagement Agreement on behalf of the Sumas First Nation in completing this approval process.

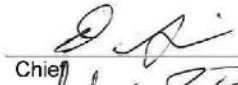
This Band Council Resolution was passed at a duly convened meeting of the **Sumas First Nation** on \_\_\_\_\_, 2019.

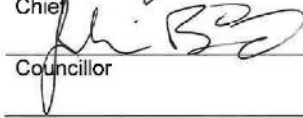


I/12 BCR for Sumas First Nation (page 2/2)

Quorum: 3

  
Councillor

  
Chief

  
Councillor

\_\_\_\_\_  
Councillor

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



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



## **TZEACHTEN COUNCIL RESOLUTION**

**RES 19-26**

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

#### **WHEREAS:**

- A. The Chief Negotiator appointed to act on behalf of the **Tzeachten First Nation** has provided to the **Tzeachten First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Tzeachten First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Tzeachten First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

#### **THEREFORE BE IT RESOLVED THAT:**

- 1. The **Tzeachten First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- 2. The **Tzeachten First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
- 3. The **Tzeachten First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;



## Tzeachten First Nation

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



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 implementing the Strategic Engagement Agreement;
5. The **Tzeachten First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the **Tzeachten First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of **Tzeachten First Nation** are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of **Tzeachten First Nation**.

A **QUORUM** for the Tzeachten First Nation consists of 3.

DATED this 14 day of May, 2019.

Chief Derek Epp

Councillor Loren Muth

Councillor Kenneth Malloway

Councillor Catherine R. Hall

Councillor Melvin Williams Jr.

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

WHEREAS:

- A. The Chief Negotiator appointed to act on behalf of the **Yakweakwioose First Nation** has provided to the **Yakweakwioose First Nation** a Strategic Engagement Agreement, for review and approval;
- B. The Strategic Engagement Agreement has undergone legal review on behalf of the **Yakweakwioose First Nation**; and
- C. Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the **Yakweakwioose First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

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 forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
2. The **Yakweakwioose First Nation** is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member Stó:lō First Nations of the Strategic Engagement Agreement, to pursue a common vision addressing engagement as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw;
3. The **Yakweakwioose First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
4. The **Yakweakwioose First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the

**Yakweakwioose First Nation** for the purposes of implementing the Strategic Engagement Agreement;

5. The **Yakweakwioose First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of and as agreed to by the **Yakweakwioose First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement; and
6. Having reviewed the Agreement, Chief and Council of **Yakweakwioose First Nation** are now prepared to authorize the execution of the Agreement by Ts'elxwéyeqw Tribe Limited Partnership on behalf of **Yakweakwioose First Nation**.

This Band Council Resolution was passed at a duly convened meeting of the **Yakweakwioose First Nation** on May 16,, 2019.

Quorum of Council is 2

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_



# I/15 BCR for Yale First Nation (page 1/2)



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

## BAND COUNCIL RESOLUTION

Chronological no.

File reference no.

### 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 <b>YALE FIRST NATION</b>		Cash free balance
		Capital account \$ _____
Date of duly convened meeting (YYYY-MM-DD) <b>2019-02-08</b>	Province <b>British Columbia</b>	Revenue account \$ _____

### DO HEREBY RESOLVE:

### WHEREAS:

- The Chief Negotiator appointed to act on behalf of the Yale First Nation has provided to the Yale First Nation the Agreement, for review and approval;
- The Agreement has undergone legal review on behalf of the Yale First Nation; and
- Having reviewed the Strategic Engagement Agreement, as revised from the previous version approved in 2016, Chief and Council of the Yale First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

### THEREFORE BE IT RESOLVED THAT:

- The Yale First Nation Band Council approves the terms of the Agreement, substantially in the form attached and forms part of this BCR, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement;
- The Yale First Nation is part of the S'ólh Téméxw Stewardship Alliance (STSA), a board comprised of leadership representing each of the member First Nations of the Agreement, to pursue a common vision addressing collaborative stewardship matters as set out in this Agreement and other matters pertaining to the stewardship of S'ólh Téméxw; The Yale First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on to be financially managed by the People of the Rivers Referrals Office, under the direction of the STSA;
- The Yale First Nation authorizes the People of the River Referrals Office and Stó:lō Research & Resource Management Centre, as associated with the Stó:lō Nation Society, to act on behalf of the Yale First Nation for the purposes of implementing the Agreement; and (...continued on next page...)

Quorum 2/3

(Councillor)

(Councillor)

(Councillor)

(Chief)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds <input type="radio"/> Capital <input type="radio"/> Revenue	Expenditure	Authority (Indian Act Section)	Source of funds <input type="radio"/> Capital <input type="radio"/> Revenue
Recommending officer _____ Signature _____ Date _____			Recommending officer _____ Signature _____ Date _____		
Approving officer - Approuvé par _____ Signature _____ Date _____			Approving officer _____ Signature _____ Date _____		

INTER 80-008 E 2007-05-01

Canada

# I/15 BCR for Yale First Nation (page 2/2)



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

## BAND COUNCIL RESOLUTION

Chronological no.

File reference no.

### 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 <b>YALE FIRST NATION</b>		Cash free balance
		Capital account \$ _____
Date of duly convened meeting (YYYY-MM-DD) <b>2019-02-08</b>	Province <b>British Columbia</b>	Revenue account \$ _____

### DO HEREBY RESOLVE:

4. The Yale First Nation authorizes Council-member Ken Hansen to sign the final Agreement, and enter into the Agreement, in completing this approval process on behalf of the Yale First Nation.

5. In the event of a conflict or dispute with respect to the Agreement, the Chief and Council of Yale First Nation will make reasonable attempts to resolve at the Nation to Nation forum, but reserve the right to retain decision making ability on matters pertaining to their core ancestral lands

Quorum 2/3

[Signature]  
(Councillor)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

[Signature]  
(Chief)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

\_\_\_\_\_  
(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds <input type="radio"/> Capital <input type="radio"/> Revenue	Expenditure	Authority (Indian Act Section)	Source of funds <input type="radio"/> Capital <input type="radio"/> Revenue
Recommending officer _____ Signature Date			Recommending officer _____ Signature Date		
Approving officer - Approuvé par _____ Signature Date			Approving officer _____ Signature Date		

INTER 60-005 E 2007-03-01

Canada

This page is intentionally left blank