COLLABORATIVE MANAGEMENT AGREEMENT

This Agreement is dated for reference MARCH 30, 2017

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands and Natural Resource Operations

("British Columbia")

AND:

Musqueam Indian Band, on behalf of itself and its Members, as represented by the Chief and council

("Musqueam")

(collectively, the "Parties")

WHEREAS:

A. The Parties agreed upon terms of reference in February 2016, and this Agreement is intended to satisfy the Parties' obligations under those terms of reference.

B. Musqueam have lived and fished on the Fraser River estuary since time immemorial and Musqueam maintain that the Fraser River is an integral and central defining feature of their society, environment, culture and economy.

C. Musqueam assert Aboriginal rights and title to the territory described in the Statement of Intent filed with the BC Treaty Commission on December 15, 1993.

D. In the *Sparrow* decision, the Supreme Court of Canada held that the Musqueam have an Aboriginal right to fish for food and social and ceremonial purposes within part of the Fraser River, recognized as an existing Aboriginal right protected by section 35 of the *Constitution Act 1982,* and that any infringement of that right requires justification, as set out in that judgment. The Court stated that "[t]he evidence reveals that the Musqueam have lived in the area as an organized society long before the coming of European settlers, and that the taking of salmon was an integral part of their lives and remains so to this day" and that "the anthropological evidence … suggests that, for the Musqueam, the salmon fishery has always constituted an integral part of their distinctive culture."

E. The reconciliation of the prior presence of Aboriginal peoples and the assertion of sovereignty by the Crown is of significant social and economic importance to British Columbia and to the Musqueam. Reconciliation is best achieved through negotiation and agreement, rather than through litigation or conflict.

F. Current land tenures on the Fraser River may provide significant social, environmental and economic value to all British Columbians.

G. The Parties have different perspectives regarding:
   a. the scope of Musqueam's Aboriginal Right to fish as described in *Sparrow*; and
   b. the application of *Sparrow* in the context of consultation.

H. Despite the different perspectives described above, the Parties share the goal of establishing relationships and processes that reduce conflict, foster mutual understanding and respect, and promote collaboration.

NOW THEREFORE in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PART 1 - INTERPRETATION

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

"Aboriginal Rights" means either:

a. asserted Aboriginal rights including Aboriginal title; or
b. Established Aboriginal Rights;

"Adverse Effects" means adverse impacts to Musqueam's Aboriginal Rights, including those which could result in a potential infringement;

"Agreement" means this Collaborative Management Agreement, including the appendices;

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

"Application" means a request by an Applicant for approval from a Provincial Agency under a statute listed in Appendix B for an activity in the Fraser River Transition Area that may have Adverse Effects and includes the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials;

"Chief" means, in respect of the Musqueam Indian Band, the "chief" within the meaning of the *Indian Act,* S.C. 1985, c. I-5;

"Collaboration" means the Parties working together on the co-management of the Fraser River Transition Area in accordance with the terms of this Agreement and subject to 18.3;

"Collaborative Management Structures" means the Management Working Group and the Technical Working Group;

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

"Dispute" means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement;

"Dispute Resolution" means the dispute resolution process described in Part 10 for addressing Disputes;

"Effective Date" means the date on which this Agreement is fully executed by the Parties;

"Engagement" means the process of engagement between the Parties under the Engagement Framework;

"Engagement Framework" means the structure for Engagement under Appendix C;

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

"Established Aboriginal Rights" means established Aboriginal rights including Aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

"Fraser River Transition Area" means the geographic area of provincial jurisdiction within the Province of British Columbia to which this Agreement applies, as depicted in blue on Appendix A;

"*Haida*" means the decision of the Supreme Court of Canada cited as *Haida Nation v. British Columbia*, 2004 SCC 73;

"Issues Resolution" means the process set out in Appendix C for resolving issues that arise under the Engagement Framework;

"Justification Analysis" means a written analysis that forms part of a summary of consultation about a Proposed Activity, and that includes a consideration of the following factors from the *Sparrow* decision:

a. the governmental or legislative objective behind the Proposed Activity;
b. the extent to which any potential Adverse Effects of the Proposed Activity have been minimized or mitigated;
c. in the context of resource allocation decisions, whether Aboriginal Rights exercised for food, social and ceremonial purposes have been respected and prioritized after conservation;
d. the consultation that has occurred about the Proposed Activity; and
e. if applicable, any accommodation or compensation.

"Management Working Group" means the group described in sections 3.2 and 3.3 of this Agreement;

"Member" means any person who is a "member of the band", as that phrase is defined in the *Indian Act*, S.C. 1985, c. I-5, of the Musqueam Indian Band;

"Musqueam Indian Band" means the "band", as that term is defined in the *Indian Act*, S.C. 1985, c. I-5;

"Other Provincial Agencies" means a ministry or agency that is not listed as a Provincial Agency;

"Proposed Activity" means, within the Fraser River Transition Area:

a. land and resource activities proposed in an Application or suite of Applications under consideration by a Provincial Agency which may have Adverse Effects; or

b. a decision or activity contemplated by a Provincial Agency under a statute listed in Appendix B which may have Adverse Effects;

"Provincial Agency" means the Ministry of Forests, Lands and Natural Resource Operations, or any successor ministry of the Ministry of Forests, Lands and Natural Resource Operations;

"Recommendations" means recommendations that are developed by the Parties or their representatives and provided to a decision maker in accordance with the Engagement Framework;

"Reconciliation Agreement" means the Reconciliation Agreement between Musqueam and British Columbia dated March 11, 2008;

"*Sparrow*" means the decision of the Supreme Court of Canada cited as *R. v. Sparrow*, [1990] 1 S.C.R. 1075;

"Stewardship Forum" means a forum hosted by the Technical Working Group regarding stewardship initiatives in the Fraser River Transition Area, as described in 4.2;

"Task Team" means a team of representatives from each of the Parties established by the Technical Working Group for the purpose of performing a particular task;

"Technical Working Group" means the group described in sections 3.4 and 3.5 of this Agreement;

"Tenure Replacement Applications" means the Applications listed in Appendix D; and

"Traditional Knowledge" means any ecological, agricultural, medicinal or geographic information held by the Musqueam or a Member and related to the Musqueam's traditions, customs and practices that is not in the public domain.

1.2. **Interpretation.** For 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 requires;

e. in the calculation of time under this Agreement, all references to "months" mean a period calculated from a day in one month to a day numerically corresponding to that day in the following month, less one day, and all references to "days" are to business days from Monday to Friday (except statutory holidays in British Columbia), 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 Fraser River Transition Area
Appendix B – List of Applicable Provincial Legislation
Appendix C – Engagement Framework
Appendix D – Tenure Replacement Applications
Appendix E – Tenure Replacement Applications with Musqueam Consent

PART 2 - PURPOSE, PRINCIPLES AND SCOPE

2.1. **Purpose.** The purpose of this Agreement is to provide the basis for the Parties to work together and collaborate on the management of the Fraser River Transition Area by:

a. reflecting the government-to-government, respectful, and collaborative nature of the relationship between British Columbia and Musqueam;

b. promoting the reconciliation of British Columbia and Musqueam;

c. supporting the continued meaningful exercise of Musqueam Aboriginal Rights;

d. enabling the Parties to collaborate on stewardship initiatives with the goal of enhancing environmental stewardship of the Fraser River Transition Area; and

e. establishing Collaborative Management Structures through which the Parties will engage to assist British Columbia in meeting its constitutional obligations to Musqueam.

2.2. **Scope.** This Agreement applies to decisions of provincial jurisdiction made by a Provincial Agency in the Fraser River Transition Area under the acts listed in Appendix B.

2.3. **Guiding Principles for Collaboration**. The Management Working Group and the Technical Working Group will be guided by the following principles:

a. a collaborative, coordinated, and efficient approach to engagement, decision-making, and environmental stewardship in the Fraser River Transition Area serves the interests of both Musqueam and British Columbia;

b. British Columbia has identified that it has certain responsibilities to manage the lands, water, and other natural resources in its jurisdiction and has constitutional obligations to Musqueam under section 35 of the *Constitution Act 1982,* as set out in *Sparrow* and other decisions including *Haida*; and

c. collaboration between Musqueam and British Columbia can reduce the number of disputes relating to land and water decisions in the Fraser River Transition Area and minimize the need for the Parties to engage in litigation or other types of formal dispute resolution and form part of the process of reconciliation as anticipated in the Reconciliation Agreement.

PART 3 - COLLABORATIVE MANAGEMENT STRUCTURES

3.1. **Establishment of Structures.** The Parties will establish the following collaborative management structures:

a. a Management Working Group; and

b. a Technical Working Group.

3.2. **Management Working Group.** The Management Working Group will consist of one senior level representative from each of Musqueam and British Columbia. A decision of the Management Working Group requires the agreement of both representatives.

3.3. **Responsibilities of Management Working Group.** The responsibilities of the Management Working Group include:

a. encouraging positive government-to-government relationship building;

b. high-level strategic problem solving;

c. addressing Disputes between the Parties in accordance with this Agreement;

d. reviewing the implementation and operation of this Agreement;

e. review and approval of the joint stewardship initiatives developed by the Technical Working Group;

f. meeting at least three times per year and on an as-needed basis as otherwise agreed;

g. review and approval of the terms of reference and the annual work plans developed by the Technical Working Group; and

h. other responsibilities agreed upon in writing by the Parties.

improve effectiveness, and the Management Working Group may agree to amend the Engagement Framework in accordance with 18.7(b).

5.2. **Effect of the Engagement Framework**. For greater certainty, provided that the Engagement Framework is followed by the Provincial Agency, its legal consultation obligations in relation to the Musqueam referred to in 5.1 will have been met. If the Engagement Framework is not followed, then Musqueam is not bound by this Agreement to agree that those legal consultation obligations have been met by the Provincial Agency.

5.3. **Excluded Tenure Replacement Applications.** The Engagement Framework will not apply to Proposed Activities related to the Tenure Replacement Applications identified in Appendix E.

5.4. **Accommodation**. Musqueam agrees that the benefits provided to Musqueam under this Agreement, including the Collaborative Management Structures and the stewardship initiatives created and funded under this Agreement, constitute an accommodation for any Adverse Effects that may result from the Tenure Replacement Applications. This does not constitute an admission or acknowledgment by Musqueam of the sufficiency of such accommodation.

PART 6 – OTHER PROVINCIAL AGENCIES

6.1. **Consultation Process.** The Parties acknowledge that Other Provincial Agencies have consultation processes that are outside of this Agreement, and this Agreement does not create, alter or diminish their constitutional obligations. The Parties also acknowledge that where the Provincial Agency has consultation processes that are outside of this Agreement for provincial legislation not listed in Appendix B, this Agreement does not create, alter or diminish those consultation or accommodation obligations.

6.2. **Coordinated Process.** Where an Other Provincial Agency chooses to meet with the Technical Working Group and that Other Provincial Agency chooses to engage with Musqueam using the Engagement Framework, the Technical Working Group will work with that Other Provincial Agency to coordinate a process for engagement.

6.3. **Adding Provincial Agencies.** Upon a written request of an Other Provincial Agency, the Parties may negotiate an amendment to this Agreement to bring that Other Provincial Agency into this Agreement as a Provincial Agency.

6.4. **Collaboration with Other Governments.** The Parties may work together when engaging with other governments and their agencies, including Canada, other First Nations, and local governments on Proposed Activities in the Fraser River Transition Area.

PART 7 - OTHER FIRST NATIONS

7.1. **Provincial Consultation.** Where British Columbia has a duty to consult with other First Nations, British Columbia will consult with those other First Nations as appropriate.

7.2. **Musqueam Consultation**. Musqueam may engage in discussions with other First Nations that have Aboriginal Rights, treaty rights, or asserted interests in the Fraser River Transition Area to inform discussions at the Technical Working Group.

7.3. **Regional Consultation.** The Parties may participate together or separately in advisory processes with other First Nations that have Aboriginal Rights, treaty rights or asserted interests in the Fraser River Transition Area to address regional issues or initiatives.

7.4. **Stewardship Forum.** The Technical Working Group may agree to invite other First Nations that have Aboriginal Rights, treaty rights or asserted interests in the Fraser River Transition Area to participate in Stewardship Forum meetings.

PART 8 - INFORMATION SHARING AND CONFIDENTIALITY

8.1. **Information Sharing.** The Parties will support Engagement by sharing relevant information and knowledge and will, at the time of disclosure:

a. assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and

b. make all reasonable efforts to maintain the confidentiality of the information provided by the other Party and prevent its disclosure to the public, in particular information identified by British Columbia as Confidential Information.

8.2. **Traditional Knowledge.** British Columbia acknowledges that Musqueam is a custodian of Traditional Knowledge that may be:

a. confidential or sensitive in nature; or

b. owned by individuals and must be managed according to the owner's wishes.

8.3. **Disclosure of Traditional Knowledge.** British Columbia acknowledges that the disclosure of information, including Traditional Knowledge, that is provided by Musqueam 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 British Columbia and Musqueam as an Aboriginal government; or

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;

3.4. **Technical Working Group.** The Technical Working Group will consist of an equal number of representatives from Musqueam and the Provincial Agency. A decision of the Technical Working Group requires the agreement of the majority of representatives including at least one representative of each Party.

3.5. **Responsibilities of Technical Working Group.** The responsibilities of the Technical Working Group include:

a. implementation of this Agreement, including addressing and resolving any implementation issues;

b. evaluation of this Agreement and the proposal of any recommended amendments to this Agreement, as required;

c. management of the Dispute Resolution and Issues Resolution processes;

d. stakeholder and public engagement regarding the work under this Agreement, as required;

e. maintenance of the annual implementation work plan under 9.1 that reflects current initiatives, under direction from the Management Working Group;

f. providing regular reports to the Management Working Group regarding progress on and recommendations arising from work plan items;

g. addressing issues arising from day-to-day operations and implementation of the Engagement Framework;

h. implementation of the joint stewardship initiatives set out in Part 4, under the direction of the Management Working Group;

i. development and maintenance of an annual stewardship work plan, under the direction of the Management Working Group;

j. development and maintenance of terms of reference, under the direction of the Management Working Group;

k. meeting on a monthly basis, or on an as-needed basis as otherwise agreed;

l. establishing Task Teams, as required; and

m. any other responsibilities agreed upon in writing by the Parties.

PART 4 – STEWARDSHIP

4.1. **Collaboration on Stewardship.** The Parties will Collaborate to support the responsible management of the Fraser River Transition Area, through joint stewardship initiatives that respect and consider Musqueam Aboriginal Rights.

4.2. **Joint Stewardship Initiatives.** The Technical Working Group will implement joint stewardship initiatives in accordance with the annual stewardship work plan to address environmental issues in the Fraser River Transition Area, which initiatives may include:

a. review and update of best management practices in the Fraser River Transition Area for specific program areas;

b. review of previous or existing management plans about the Fraser River Transition Area and identification of areas of applicability and potential improvements;

c. commissioning of research to fill information gaps on important issues that affect the Fraser River Transition Area;

d. development and communication of recommendations for the improvement of the overall health and sustainability of the Fraser River, including long-term healthy and ecologically functional fish populations and habitats, with a focus on the Fraser River Transition Area;

e. organizing and hosting Stewardship Forum meetings;

f. monitoring to support compliance and enforcement, including the training of additional on-site monitors; and

g. other initiatives, activities, or projects as agreed by the Technical Working Group and approved by the Management Working Group from time to time.

4.3. **Stewardship Forum**. The Technical Working Group may organize and host Stewardship Forum meetings to which the Parties may, by agreement, invite First Nations, individuals, corporations, organizations, public bodies, or their representatives to participate. This participation may take the form of attendance at a Stewardship Forum meeting, submission of written information, observation, or any other form of participation agreed upon by the Technical Working Group.

4.4. **Reporting to Management Working Group.** In addition to the funding reports required under Part 12, the Technical Working Group will report to the Management Working Group from time to time on its stewardship initiatives.

4.5. **Work Plan.** The Technical Working Group will develop an annual stewardship work plan setting out the intended use of the stewardship funding for that year, and provide it for review and approval to the Management Working Group:

a. within three months of the Effective Date; and thereafter

b. at least one month before each anniversary of the Effective Date of this Agreement.

PART 5 - ENGAGEMENT

5.1. **Engagement Framework.** The Parties acknowledge that they have reciprocal duties and responsibilities with respect to collaborative engagement, including obligations under section 35 of the *Constitution Act*, 1982. Musqueam and the Provincial Agency will use the Engagement Framework as the means by which the Provincial Agency, acting in good faith, will fulfill its legal consultation obligations in relation to Musqueam with respect to Proposed Activities in the Fraser River Transition Area. Either party may request a review of the Engagement Framework to address unforeseen issues or

ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or

iii. any other rare or endangered living resources.

8.4. **Freedom of Information**. If British Columbia 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 Musqueam, British Columbia will provide Musqueam with notice of the request and the opportunity to express any views regarding the disclosure.

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

a. Section 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.

PART 9 - IMPLEMENTATION AND MONITORING

9.1. **Work Plan.** Within three months of the Effective Date, the Technical Working Group will negotiate and conclude a work plan for the implementation of this Agreement.

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

a. the obligations of the members of the Technical Working Group, including the activities to be undertaken and the timeframe for completion of those activities;

b. performance management standards and objectives, including who will be responsible for evaluation tasks; and

c. any other matters agreed to by the Technical Working Group.

9.3. **Periodic Review of Work Plan.** The Technical Working Group will review the work plan under section 9.1 every six months to ensure that it is effective and, where agreed, may amend it.

9.4. **Performance Measures.** The Parties agree to develop performance measures to monitor the fulfillment of the purposes and intended outcomes of this Agreement.

9.5. **Periodic Review of this Agreement.** 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 Management Working Group respecting its amendment.

PART 10 - DISPUTE RESOLUTION

10.1. **Dispute Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them. The Parties 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, the Parties' duly appointed representatives will meet within one month to attempt to resolve the Dispute; and

b. where the Parties are unable to resolve a Dispute under (a), within two months 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 the Parties will equally bear joint costs arising from 10.1(b), unless otherwise agreed.

10.3. **No Effect on Other Timelines.** For greater clarity, use of the Dispute Resolution process described in 10.1 does not alter or affect any timelines under the Engagement Framework, unless the Parties otherwise agree.

PART 11 – FUNDING

11.1. **Implementation Funding.** To support Musqueam with the implementation of this Agreement, British Columbia will provide $100,000 within 30 days of the Effective Date.

11.2. **Participation Funding**. British Columbia will provide $350,000 in participation funding to Musqueam to support Musqueam's participation in stewardship activities through the Collaborative Management Structures:

a. within 30 days of the Effective Date; and

b. within 30 days of the first, second, third, and fourth anniversaries of the Effective Date, subject to 11.4.

11.3. **Stewardship Funding.** British Columbia will provide $850,000 in stewardship funding to Musqueam to support the stewardship initiatives of the Technical Working Group:

a. within 30 days of the Effective Date; and

b. within 30 days of the first, second, third, and fourth anniversaries of the Effective Date, subject to 11.4.

11.4. **Annual Report and Work Plan.** British Columbia will not release the funding in 11.2 or 11.3 unless:

a. Musqueam has provided British Columbia with the annual funding report for the previous year under 12.1; and

b. the Technical Working Group has provided an annual stewardship work plan for the coming year to the Management Working Group and the Management Working Group has provided its written approval of the annual stewardship work plan.

11.5. **Use of Funding.** Musqueam will use the funding provided by British Columbia:

a. under 11.3 to fund stewardship initiatives in the Fraser River Transition Area through the Technical Working Group, and for no other purpose; and

b. under 11.2 to fund Musqueam's participation in the Technical Working Group, and for no other purpose.

11.6. **Additional Funding under Other Agreements.** Nothing in this Agreement precludes Musqueam from:

a. accessing funding that may be available through non-governmental bodies, agencies other than the Provincial Agency, or other levels of government;

b. working with British Columbia to identify additional funding to support stewardship priorities and implementation of joint stewardship priorities; or

c. negotiating revenue-sharing agreements with proponents.

PART 12 - REPORTING ON FUNDING

12.1. **Reporting on Funding.** At least one month before each anniversary of the Effective Date, Musqueam, with the assistance of the Technical Working Group as necessary, will provide a report to British Columbia describing how the stewardship funding has been spent and how much stewardship funding remains.

PART 13 - CONDITIONS PRECEDENT TO FUNDING

13.1. **Conditions Precedent to Funding**. Notwithstanding any other provision in this Agreement, any payment of funds by British Columbia to Musqueam under this Agreement is subject to:

a. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia 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 in order to make such payment; and

c. the band council resolution under 14.1 not having been varied, amended, repealed or replaced in a manner that alters or terminates its authority to comply with the terms of this Agreement.

PART 14 - CONDITIONS PRECEDENT TO AGREEMENT

14.1. **Band Council Resolution**. Prior to the execution of this Agreement, Musqueam will deliver to British Columbia a true or certified copy of the band council resolution approving this Agreement, and authorizing its representative to sign this Agreement.

14.2. **Conditions Precedent**. British Columbia's execution of this Agreement is subject to:

a. British Columbia having obtained all required approvals, including Cabinet and Treasury Board approval; and

b. Musqueam's representations and warranties under this Agreement being true and correct on the Effective Date.

PART 15 - REPRESENTATIONS AND WARRANTIES

15.1. **Musqueam Representations**. Musqueam represents and warrants to British Columbia, with the intent and understanding that these representations and warranties will be relied on by British Columbia in entering into this Agreement, that:

a. it 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 necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its Members; and

c. this Agreement is valid and binding obligation upon it.

15.2. **Provincial Representations**. British Columbia represents and warrants to Musqueam, with the intent and understanding that these representations and warranties will be relied on by Musqueam 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 British Columbia.

PART 16 - TERM, TERMINATION AND WITHDRAWAL

16.1. **Term**. The term of this Agreement will be five years commencing on the Effective Date, unless it is extended by agreement of the Parties under 16.2.

16.2. **Extension.** The Parties may agree in writing to extend the term of this Agreement.

16.3. **Termination.** Notwithstanding section 16.1, this Agreement may be terminated in writing by either Party on three months' notice or on a date mutually agreed on by the Parties.

16.4. **Resolution of Termination**. In recognition of the enduring value of a respectful relationship between the Parties, the Parties will:

a. on notice of termination, provide the other Party with the reasons for termination; and

b. within the period prior to the termination of this Agreement taking effect, pursue the opportunities presented by this Agreement, including Dispute Resolution under Part 10, to resolve the basis for termination.

16.5. **Effect of Termination**. Where this Agreement is terminated under 16.3:

a. Musqueam will, where it has received funding from British Columbia under this Agreement, remit any unspent funds to British Columbia within one month of the termination of this Agreement taking effect;

b. Part 8 of this Agreement related to information-sharing and confidentiality survives the termination of this Agreement; and

c. the Management Working Group will inform the Provincial Agencies that:

i. this Agreement has been terminated and that it cannot be relied on to fulfill British Columbia's obligation to consult Musqueam; and

ii. the common law duty to consult and, where appropriate, accommodate will apply.

PART 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, email or fax, when received as follows:

if to British Columbia:
Richard Elliott, Director, Regional First Nations Initiatives
Ministry of Forests, Lands and Natural Resource Operations
Suite 200 – 10428 153rd Street
Surrey, BC
Fax: (604) 898-2191
Email: richard.elliott@gov.bc.ca

and if to Musqueam:
Chief Administrative Officer and Band Manager
Musqueam Indian Band
6735 Salish Drive
Vancouver, BC V6N 4C4
Fax: 604-263-4212 / 604-269-3369
Email: bandmanager@musqueam.bc.ca

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

PART 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*; or

b. create, amend, define, establish, abrogate or derogate from any Aboriginal rights or title of the Musqueam which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

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

a. an admission of any fact or liability including in relation to any claims relating to Aboriginal Rights or alleged past or future Adverse Effects;

b. changing or affecting the positions either of the Parties have, or may have, regarding its jurisdiction, responsibilities, or decision-making authority;

c. affecting or unlawfully interfering with a Party's decision-making authority;

d. an acknowledgement of any obligation to obtain consent or provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or

e. in any way limiting the position either Party may take in any negotiations or in any legal proceeding, except as expressly contemplated in this Agreement.

18.3. **No Fettering**. Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of British Columbia or fetter the discretion given to any decision-making authority.

18.4. **No Admissions under Engagement Framework**.

a. Without limiting 18.2 above, British Columbia's provision of a Justification Analysis will not be construed as an admission or acknowledgement by British Columbia of:

i. the existence of an Adverse Effect or infringement or the likelihood of a potential Adverse Effect or infringement;
ii. any obligation to provide a Justification Analysis; or
iii. the geographic scope of Musqueam's established Aboriginal Right to fish.

b. Without limiting 18.1(b) or 18.5, British Columbia's provision of a Justification Analysis will not be construed as an admission or acknowledgement by Musqueam of:

i. the adequacy of the Justification Analysis; or
ii. the satisfaction of British Columbia's obligations as set out in *Sparrow*.

18.5. **No Waiver or Limitation of Rights.** Nothing in this Agreement constitutes a limitation or waiver by Musqueam of any rights that it may have under *Sparrow*.

18.6. **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.

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

a. the Minister of Forests, Lands and Natural Resource Operations, on behalf of British Columbia, and the Chief, on behalf of Musqueam, may together make any amendment to this Agreement; or

b. the Management Working Group, by a unanimous written resolution, may make any amendment to the Engagement Framework in Appendix C.

18.8. **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.

18.9. **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.

18.10. **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.

18.11. **Assignment.** Neither Party will assign, either directly or indirectly, this Agreement or any right of the Musqueam under this Agreement without the prior written consent of the other Party.

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

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

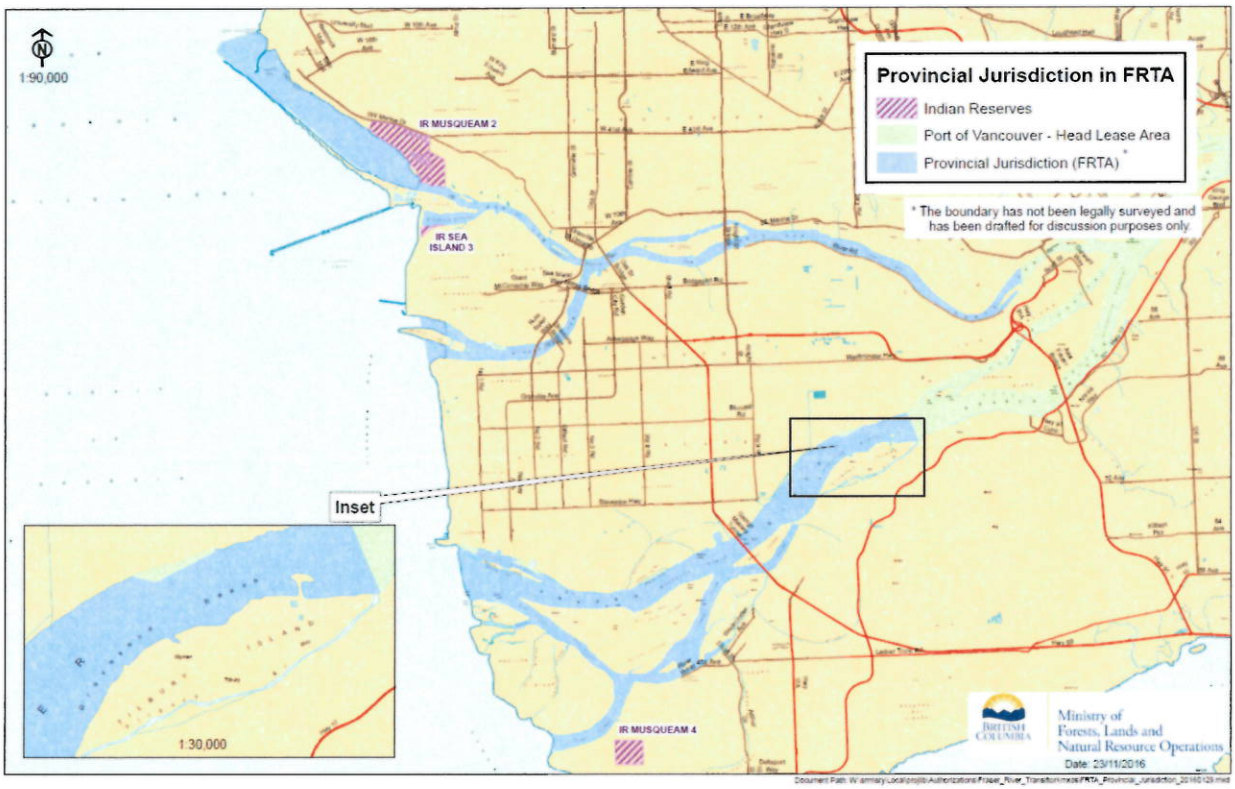
18.14. **Execution in Counterparts.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy) and delivering it to the other Party by fax or email.

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of:	**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands and Natural Resource Operations**
Witness as to the signature of Craig Sutherland, Assistant Deputy Minister and authorized signatory of the Minster of Forests, Lands and Natural Resource Operations	Craig Sutherland, Assistant Deputy Minister and authorized signatory of the Minister of Forests, Lands and Natural Resource Operations
Date: March 30, 2017	

EXECUTED in the presence of:	**MUSQUEAM INDIAN BAND, as represented by its Chief and council**
Dianne Sparrow.	
Witness as to the signature of Wayne Sparrow, Chief of Musqueam Indian Band	Wayne Sparrow, Chief of Musqueam Indian Band
Date: March 30, 2017	

Appendix A – Map of Fraser River Transition Area



Appendix B – List of Applicable Provincial Legislation

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

Land Act, R.S.B.C. 1996, c. 245; and

Water Sustainability Act, S.B.C. 2014, c. 15.

Appendix C – Engagement Framework

This is a provisional Engagement Framework.

PART 1 – DEFINITIONS

1.1 **Definitions**. In this appendix:

"Streamlined Provisional Process" means the engagement process described in Part 3 of this appendix; and

"Regular Provisional Process" means the engagement process described in Part 4 of this appendix.

PART 2 - GENERAL ENGAGEMENT PROVISIONS

2.1 **Spirit of Collaboration.** To the fullest extent possible, the Parties will avoid adversarial positions in their engagement with one another and will seek to jointly address challenges and achieve progress through respectful engagement, mutual understanding and a spirit of collaboration.

2.2 **Application.** Until this provisional Engagement Framework is replaced with a final Engagement Framework, this provisional Engagement Framework will apply to all Applications except for the Tenure Replacement Applications listed in Appendix E.

2.3 **Tenure Replacement Applications**. Musqueam and the Provincial Agency intend to use the Streamlined Provisional Process to consult regarding any Tenure Replacement Applications, except for those listed in Appendix E, on which the Provincial Agency has not made a decision by the Effective Date.

2.4 **Application Considerations**. When reviewing an Application under this provisional Engagement Framework, the Provincial Agency and Musqueam will consider all relevant and available information, which may include information regarding:

a. consistency, as appropriate, with any stewardship measures developed by the Technical Working Group under this Agreement;

b. the potential positive and negative environmental, cultural, social and economic effects of the Proposed Activity;

c. any potential Adverse Effects that may result from the Proposed Activity;

d. any measures that may be developed to avoid, mitigate or accommodate those Adverse Effects; and

e. the acceptability of such avoidance, mitigation, or accommodation measures to Musqueam and British Columbia.

2.5 **Proceed If No Response.** If Musqueam or the Provincial Agency does not carry out an Engagement step within the defined timeframe, and does not request an extension of time for that Engagement step in accordance with 2.6, then the other Party may proceed without further Engagement efforts.

2.6 **Extensions of Time.** If Musqueam or the Provincial Agency is unable to carry out an Engagement step within a timeframe defined under this provisional Engagement Framework, that Party may notify the other Party of the reasons for the timeframe issue and request an extension of time, which request the other Party will consider and not unreasonably deny.

2.7 **Proceed After Extension**. If, at the end of an extension of time, the requesting Party has still not carried out the Engagement step, the other Party may proceed without further Engagement efforts.

PART 3 – STREAMLINED PROVISIONAL PROCESS

3.1 **Amendment, Renewal, or Replacement Applications.** Musqueam and the Provincial Agency will use the Streamlined Provisional Process described in this Part 3 to engage regarding Applications other than Applications for a new approval.

3.2 **Joint Assessment.** Under the Streamlined Provisional Process, Musqueam and the Provincial Agency representatives on the Technical Working Group will work together to review and assess each Application or batch of Applications in an efficient and expedited manner, and will attempt to arrive at a joint recommendation for decision.

3.3 **Tenure Replacement Applications**. For the Tenure Replacement Applications to which this Streamlined Provisional Process applies, Musqueam representatives have provided or will provide their comments to the Provincial Agency representatives on the Technical Working Group by the following dates:

a. November 30, 2016 for:

i. the 2 reserve tenures;

ii. the 31 community and institutional tenures; and

iii. the 32 utilities tenures;

b. January 31, 2017 for the 70 log handling tenures;

c. March 31, 2017 for:

i. the 26 float home tenures;

ii. the 30 private moorage tenures;

iii. the 2 residential – strata moorage tenures; and

iv. the 1 residential- tenure;

d. April 21, 2017 for:

i. the 23 commercial general tenures; and

ii. the 15 commercial general marina tenures; and

e. May 12, 2017 for the 55 industrial tenures.

3.4 **Parties Agree.** If after the joint assessment described in 3.2 the Technical Working Group agrees on a joint recommendation, then the Provincial Agency representatives will provide the joint recommendation to the decision maker.

3.5 **Parties Differ.** If after the joint assessment described in 3.2 the Technical Working Group does not agree on a joint recommendation, then the Technical Working Group will immediately refer the matter to the Management Working Group. Within 15 days of such a referral from the Technical Working Group, the Management Working Group will attempt to resolve outstanding areas of disagreement and will provide joint or separate recommendations to the decision maker within this timeframe.

3.6 **Justification Analysis.** Under the Streamlined Provisional Process, the Provincial Agency will provide, in accordance with Musqueam's request in (d), a Justification Analysis to Musqueam for a decision by the Provincial Agency to grant an Application or batch of Applications, where all of the following conditions have been met:

a. Musqueam has informed the Provincial Agency, in writing, of their concern that the Application or Applications will result in an infringement of Musqueam's Established Aboriginal Right to fish;

b. Musqueam has provided an explanation to the Provincial Agency regarding the nature of the potential Adverse Effects of the Application or Applications;

c. Musqueam has either:

i. recommended that the Provincial Agency refuse to grant the Application or Applications; or

ii. recommended:

A. that the Provincial Agency refuse to grant the Application or Applications unless the approval of the Application or Applications is subject to the conditions recommended under (B); and

B. specific conditions that are within the Provincial Agency's jurisdiction and authority to require of the Applicant under a statute listed in Appendix B, and that Musqueam considers will mitigate or minimize the potential Adverse Effects; and

d. Musqueam has requested that the Provincial Agency provide a Justification Analysis if:

i. where (c)(i) applies, the Application or Applications are granted against Musqueam's recommendation; or

ii. where (c)(ii) applies, the Application or Applications are granted without Musqueam's recommended conditions and without conditions that are substantively the same as Musqueam's recommended conditions.

3.7 **Streamlined Provisional Process Timelines**. The Provincial Agency and Musqueam will set and make best efforts to comply with reasonable and efficient timelines for Engagement under the Streamlined Provisional Process, from time to time, provided that such timelines do not exceed the timelines for consultation under the Regular Provisional Process.

PART 4 – REGULAR PROVISIONAL PROCESS

4.1 **New Applications.** Musqueam and the Provincial Agency will use the Regular Provisional Process described in this Part 4 to engage regarding Applications for a new approval.

4.2 **Joint Assessment**. Under the Streamlined Provisional Process, within 45 days of Musqueam's receipt of the Application or batch of Applications, Musqueam and the Provincial Agency representatives on the Technical Working Group will work together to review and assess each Application or batch of Applications, and will attempt to arrive at a joint recommendation for decision.

4.3 **Parties Agree.** If after the 45-day joint assessment described in 4.2 the Technical Working Group agrees on a joint recommendation, then the Provincial Agency representatives will provide the joint recommendation to the decision maker.

4.4 **Parties Differ.** If after the 45-day joint assessment described in 4.2 the Technical Working Group does not agree on a joint recommendation, then the Technical Working Group will refer the matter to the Management Working Group. Within 15 days of such a referral from the Technical Working Group, the Management Working Group will attempt to resolve outstanding areas of disagreement and will provide joint or separate recommendations to the decision maker within this timeframe.

4.5 **Justification Analysis.** Under the Regular Provisional Process, the Provincial Agency will provide, in accordance with Musqueam's request in (d), a Justification Analysis to Musqueam for a decision by the Provincial Agency to grant an Application or batch of Applications, where all of the following conditions have been met:

a. Musqueam has informed the Provincial Agency, in writing, of their concern that the Application or Applications will result in an infringement of Musqueam's Established Aboriginal Right to fish;

b. Musqueam has provided an explanation to the Provincial Agency regarding the nature of the potential Adverse Effects of the Application or Applications;

c. Musqueam has either:

i. recommended that the Provincial Agency refuse to grant the Application or Applications; or

ii. recommended:

A. that the Provincial Agency refuse to grant the Application or Applications unless the approval is subject to the conditions recommended under (B); and

B. specific conditions that are within the Provincial Agency's jurisdiction and authority to require of the Applicant under a statute listed in Appendix B, and that Musqueam considers will mitigate or minimize the potential Adverse Effects; and

d. Musqueam has requested that the Provincial Agency provide a Justification Analysis if:

i. where (c)(i) applies, the Application or Applications are granted against Musqueam's recommendation; or

ii. where (c)(ii) applies, the Application or Applications are granted without Musqueam's recommended conditions and without conditions that are substantively the same as Musqueam's recommended conditions.

PART 5 – FINAL ENGAGEMENT FRAMEWORK

5.1 **Phased Approach.** This is a provisional Engagement Framework. The Parties will seek to develop a final Engagement Framework within nine months of the Effective Date.

5.2 **Amendment of Appendix C.** Once the Parties have developed a final Engagement Framework, the Management Working Group will amend this Appendix C to reflect the terms of the final Engagement Framework.

5.3 **Mandatory Topics for Inclusion in Final Engagement Framework**. The Management Working Group will include the following elements in the final Engagement Framework:

a. a consultation process between British Columbia and Musqueam that addresses:

i. circumstances where a Proposed Activity may have an Adverse Effect on an Established Aboriginal Right; and

ii. circumstances where a Proposed Activity may have an Adverse Effect on an asserted Aboriginal Right;

b. an Issues Resolution process or other process to address disagreements under the Engagement Framework or disagreements on Engagement level;

c. options for the extensions of time periods at the reasonable request of either Party;

d. a process for Engagement at each Engagement Level, including opportunities for collaboration on joint Recommendations;

e. the Provincial Agency's provision of a Justification Analysis in certain circumstances; and

f. the extent to which the Engagement Framework will constitute the means by which the Parties will fulfill their consultation obligations with respect to Proposed Activities.

5.4 **Optional Topics for Inclusion in Final Engagement Framework**. The Management Working Group may include the following elements in the final Engagement Framework:

a. a process for initial review and assessment of Applications by the Provincial Agency;

b. a process for Musqueam's preliminary response to the Provincial Agency regarding an Application;

c. an engagement matrix to guide determinations of the Engagement Level for an Application;

d. a process for the development of a reference guide to provide operational guidance for implementation of the Engagement Framework;

e. opportunities for the batching and bundling of Applications; and

f. the role of Applicants and letters of support.

5.5 **Projects subject to *Environmental Assessment Act*.** Where a project is subject to an environmental assessment under the *Environmental Assessment Act*, this Engagement Framework will not replace or otherwise affect the environmental assessment process, but will apply to Applications with respect to that project.

Appendix D – Tenure Replacement Applications

File Number	Program Area
2411134	Community & Institutional
2411135	Community & Institutional
2411136	Community & Institutional
2411137	Community & Institutional
2411138	Community & Institutional
2411139	Community & Institutional
2411141	Community & Institutional
2411142	Community & Institutional
2411143	Community & Institutional
2411145	Community & Institutional
2411148	Community & Institutional
2411151	Community & Institutional
2411157	Community & Institutional
2411159	Community & Institutional
2411160	Community & Institutional
2411161	Community & Institutional
2411162	Community & Institutional
2411163	Community & Institutional
2411164	Community & Institutional
2411165	Community & Institutional
2411168	Community & Institutional
2411169	Community & Institutional
2411170	Community & Institutional
2411172	Community & Institutional
2411174	Community & Institutional
2411201	Community & Institutional
2411202	Community & Institutional
2411203	Community & Institutional
2411417	Community & Institutional
2411460	Community & Institutional
2411470	Community & Institutional
2411123	Reserve
2411184	Reserve
2411108	Utility

File Number	Program Area
2411116	Utility
2411144	Utility
2411146	Utility
2411147	Utility
2411149	Utility
2411153	Utility
2411154	Utility
2411155	Utility
2411156	Utility
2411173	Utility
2411204	Utility
2411206	Utility
2411207	Utility
2411208	Utility
2411211	Utility
2411213	Utility
2411214	Utility
2411320	Utility
2411359	Utility
2411363	Utility
2411393	Utility
2411394	Utility
2411395	Utility
2411463	Utility
2411471	Utility
2411473	Utility
2411474	Utility
2411475	Utility
2411476	Utility
2411477	Utility
2411478	Utility
2411152	Log Handling
2411197	Log Handling
2411198	Log Handling
2411218	Log Handling
2411219	Log Handling
2411220	Log Handling

File Number	Program Area
2411226	Log Handling
2411227	Log Handling
2411228	Log Handling
2411229	Log Handling
2411232	Log Handling
2411233	Log Handling
2411234	Log Handling
2411235	Log Handling
2411236	Log Handling
2411237	Log Handling
2411238	Log Handling
2411239	Log Handling
2411240	Log Handling
2411241	Log Handling
2411242	Log Handling
2411244	Log Handling
2411245	Log Handling
2411246	Log Handling
2411249	Log Handling
2411250	Log Handling
2411251	Log Handling
2411252	Log Handling
2411253	Log Handling
2411254	Log Handling
2411255	Log Handling
2411256	Log Handling
2411257	Log Handling
2411271	Log Handling
2411272	Log Handling
2411273	Log Handling
2411274	Log Handling
2411343	Log Handling
2411354	Log Handling
2411355	Log Handling
2411356	Log Handling
2411357	Log Handling
2411358	Log Handling

File Number	Program Area
2411396	Log Handling
2411398	Log Handling
2411399	Log Handling
2411400	Log Handling
2411401	Log Handling
2411402	Log Handling
2411404	Log Handling
2411409	Log Handling
2411432	Log Handling
2411433	Log Handling
2411434	Log Handling
2411435	Log Handling
2411436	Log Handling
2411437	Log Handling
2411438	Log Handling
2411439	Log Handling
2411440	Log Handling
2411441	Log Handling
2411443	Log Handling
2411444	Log Handling
2411445	Log Handling
2411446	Log Handling
2411447	Log Handling
2411448	Log Handling
2411449	Log Handling
2411450	Log Handling
2411461	Log Handling
2411120	Private Moorage
2411128	Private Moorage
2411133	Private Moorage
2411167	Private Moorage
2411183	Private Moorage
2411192	Private Moorage
2411194	Private Moorage
2411221	Private Moorage
2411224	Private Moorage
2411258	Private Moorage

File Number	Program Area
2411259	Private Moorage
2411261	Private Moorage
2411262	Private Moorage
2411276	Private Moorage
2411278	Private Moorage
2411280	Private Moorage
2411290	Private Moorage
2411302	Private Moorage
2411304	Private Moorage
2411315	Private Moorage
2411319	Private Moorage
2411348	Private Moorage
2411349	Private Moorage
2411350	Private Moorage
2411351	Private Moorage
2411364	Private Moorage
2411380	Private Moorage
2411387	Private Moorage
2411416	Private Moorage
2411429	Private Moorage
2411103	Residential - Strata Moorage
2411407	Residential - Strata Moorage
2411306	Residential
2411110	Floathome
2411177	Floathome
2411185	Floathome
2411199	Floathome
2411205	Floathome
2411222	Floathome
2411260	Floathome
2411267	Floathome
2411269	Floathome
2411270	Floathome
2411275	Floathome
2411281	Floathome
2411291	Floathome
2411299	Floathome

File Number	Program Area
2411325	Floathome
2411327	Floathome
2411366	Floathome
2411367	Floathome
2411369	Floathome
2411379	Floathome
2411390	Floathome
2411419	Floathome
2411426	Floathome
2411427	Floathome
2411431	Floathome
2411459	Floathome
2411100	Commercial - General (Marina)
2411111	Commercial - General (Marina)
2411117	Commercial - General (Marina)
2411124	Commercial - General (Marina)
2411230	Commercial - General (Marina)
2411268	Commercial - General (Marina)
2411282	Commercial - General (Marina)
2411326	Commercial - General (Marina)
2411361	Commercial - General (Marina)
2411372	Commercial - General (Marina)
2411376	Commercial - General (Marina)
2411420	Commercial - General (Marina)
2411422	Commercial - General (Marina)
2411424	Commercial - General (Marina)
2411480	Commercial - General (Marina)
2411102	Commercial - General
2411104	Commercial - General
2411105	Commercial - General
2411118	Commercial - General
2411131	Commercial - General
2411132	Commercial - General
2411181	Commercial - General
2411182	Commercial - General
2411188	Commercial - General
2411193	Commercial - General

File Number	Program Area
2411196	Commercial - General
2411200	Commercial - General
2411217	Commercial - General
2411248	Commercial - General
2411287	Commercial - General
2411313	Commercial - General
2411334	Commercial - General
2411365	Commercial - General
2411373	Commercial - General
2411374	Commercial - General
2411389	Commercial - General
2411453	Commercial - General
2411465	Commercial - General
2411101	Industrial - General
2411106	Industrial - General
2411107	Industrial - General
2411109	Industrial - General
2411112	Industrial - General
2411119	Industrial - General
2411125	Industrial - General
2411150	Industrial - General
2411166	Industrial - General
2411171	Industrial - General
2411178	Industrial - General
2411187	Industrial - General
2411189	Industrial - General
2411190	Industrial - General
2411215	Industrial - General
2411247	Industrial - General
2411283	Industrial - General
2411284	Industrial - General
2411285	Industrial - General
2411292	Industrial - General
2411293	Industrial - General
2411295	Industrial - General
2411296	Industrial - General
2411297	Industrial - General

File Number	Program Area
2411298	Industrial - General
2411307	Industrial - General
2411316	Industrial - General
2411317	Industrial - General
2411318	Industrial - General
2411323	Industrial - General
2411324	Industrial - General
2411328	Industrial - General
2411331	Industrial - General
2411336	Industrial - General
2411337	Industrial - General
2411338	Industrial - General
2411339	Industrial - General
2411341	Industrial - General
2411344	Industrial - General
2411345	Industrial - General
2411352	Industrial - General
2411360	Industrial - General
2411362	Industrial - General
2411368	Industrial - General
2411370	Industrial - General
2411378	Industrial - General
2411388	Industrial - General
2411397	Industrial - General
2411410	Industrial - General
2411413	Industrial - General
2411414	Industrial - General
2411418	Industrial - General
2411421	Industrial - General
2411451	Industrial - General
2411454	Industrial - General

Appendix E – Tenure Replacement Applications with Musqueam Consent

The Parties agree that sufficient consultation has taken place with respect to the following Tenure Replacement Applications to which Musqueam has consented:

File Number	Program Area
2411134	Community & Institutional
2411135	Community & Institutional
2411136	Community & Institutional
2411137	Community & Institutional
2411138	Community & Institutional
2411139	Community & Institutional
2411141	Community & Institutional
2411142	Community & Institutional
2411143	Community & Institutional
2411145	Community & Institutional
2411148	Community & Institutional
2411151	Community & Institutional
2411157	Community & Institutional
2411159	Community & Institutional
2411160	Community & Institutional
2411161	Community & Institutional
2411162	Community & Institutional
2411163	Community & Institutional
2411164	Community & Institutional
2411165	Community & Institutional
2411168	Community & Institutional
2411169	Community & Institutional
2411170	Community & Institutional
2411172	Community & Institutional
2411174	Community & Institutional
2411201	Community & Institutional
2411202	Community & Institutional
2411417	Community & Institutional
2411460	Community & Institutional
2411470	Community & Institutional

File Number	Program Area
2411123	Reserve
2411184	Reserve
2411108	Utility
2411116	Utility
2411144	Utility
2411146	Utility
2411147	Utility
2411149	Utility
2411153	Utility
2411154	Utility
2411155	Utility
2411156	Utility
2411173	Utility
2411204	Utility
2411206	Utility
2411207	Utility
2411208	Utility
2411211	Utility
2411213	Utility
2411214	Utility
2411320	Utility
2411359	Utility
2411363	Utility
2411393	Utility
2411394	Utility
2411395	Utility
2411463	Utility
2411471	Utility
2411473	Utility
2411474	Utility
2411475	Utility
2411476	Utility
2411477	Utility
2411478	Utility