

Saulteau First Nations – British Columbia

**New Relationship and Reconciliation
Agreement**

September 25, 2015

NEW RELATIONSHIP AND RECONCILIATION AGREEMENT

This Agreement is dated for reference the 25th day of September, 2015.

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation, Minister of Natural Gas Development, Minister of Forest, Lands and Natural Resource Operations, Minister of Environment, Minister of Energy and Mines.

(the "Province")

AND:

Saulteau First Nations, a "band" within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C. 1985, c. I-5, as represented by its Chief and Council

(the "SFN")

(Collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS

- A. SFN is an adherent to Treaty No. 8 and has rights which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- B. SFN identifies its traditional territory as situated in a region of the Province which may be impacted by natural resource development activities during the term of this Agreement;
- C. The Parties wish to affirm their mutual commitment to build an enduring, long term and respectful government-to-government relationship based on principles of mutual respect, recognition and cooperation; and
- D. The Parties seek to establish a process for ongoing reconciliation with respect to SFN section 35(1) treaty rights that may be impacted by proposed activities that fall within provincial jurisdiction, without prejudice to each Party's interpretation of Treaty No. 8.;

TABLE OF CONTENTS

| | |
|---|----|
| Part 1: – DEFINITIONS | 3 |
| PART 2 - PURPOSE AND PRINCIPLES | 5 |
| PART 3 - GOVERNMENT TO GOVERNMENT RELATIONSHIP | 7 |
| PART 4 - ENGAGEMENT PROCESS | 8 |
| PART 5 - ECONOMIC BENEFITS, REVENUE-SHARING, AND CAPACITY FUNDING | 9 |
| PART 6 - CONDITIONS PRECEDENT TO THE RECOMMENDATION OF LAND MEASURES | 10 |
| PART 7 - PEACE MOBERLY TRACT | 10 |
| PART 8 – KLIN-SE-ZA (TWIN SISTERS) AND CARBON LAKE | 14 |
| PART 9 - OTHER SIGNIFICANT AREAS | 14 |
| PART 10 – OTHER AGREEMENTS | 15 |
| PART 11 - SOCIAL AND ECONOMIC WORKING GROUP | 16 |
| PART 12 - WILDLIFE MANAGEMENT AND COLLABORATIVE MOOSE MANAGEMENT FRAMEWORK | 16 |
| PART 13 - DISPUTE RESOLUTION | 17 |
| PART 14 - ACKNOWLEDGEMENTS AND COVENANTS | 18 |
| PART 15 - REPRESENTATIONS AND WARRANTIES | 19 |
| PART 16 - TERM AND TERMINATION | 20 |
| PART 17 - GENERAL PROVISIONS | 21 |
| PART 18 - NOTICE AND DELIVERY | 23 |
| PART 19 – INTERPRETATION AND AMDENDMENT | 24 |
| SCHEDULE 1 – ECONOMIC BENEFITS PAYMENT STRUCTURE | 27 |
| SCHEDULE 2 | 36 |
| MAP 2A- AGREEMENT AREA | 36 |
| SCHEDULE 3 - G2G FORUM | 38 |
| SCHEDULE 4 - ENGAGEMENT PROCESS | 40 |
| SCHEDULE 5 - MOOSE MANAGEMENT FRAMEWORK | 66 |
| SCHEDULE 6 - PROCESS GUIDANCE FOR LAND MEASURES RECOMMENDATIONS | 68 |

THE PARTIES AGREE AS FOLLOWS:

Part 1: – DEFINITIONS

1.1 Defined Terms. In this Agreement:

“Agreement Area” means the area outlined in red on map attached as Schedule 2 (Saulteau First Nations: Consultative Area);

“Annual Payment” has the meaning defined in Schedule 1 (EBPS);

“Applicant” means any person, corporation, society, or entity, including an agent of the Province, that makes an Application, and, on the approval and implementation of the Engagement Process, “Applicant” will have the meaning defined in Schedule 4 (Engagement Process);

“Application” means an application for the authorization of a proposed land or natural resource activity that is submitted to a Provincial Agency for a Decision, and on the approval and implementation of the Engagement Process, “Application” will have the meaning defined in Schedule 4 (Engagement Process);

“Business Day” means any day other than Saturday, Sunday, National Aboriginal Day, statutory holidays and December 15th to January 1st;

“Decision” means a decision with respect to an Application, but does not include authorizations or decisions with respect to activities that are subject of the Oil & Gas Consultation Agreement, RCA or decisions made by the Environmental Assessment Office, or if a custom consultation process is agreed to by SFN and the Province, decisions in relation to the permitting of the Site C Clean Energy Project;

“Dispute” means any disagreement regarding the interpretation or implementation of this Agreement, but does not include disagreements related to an Application to which an Issue Resolution Process applies;

“Dispute Resolution” means the processes by which the Parties will seek to resolve a Dispute as set out in Part 13;

“EBPS” means the economic benefits payment structure attached as Schedule 1 (EBPS);

“Effective Date of the Agreement” means September 25, 2015;

“Engagement Process” means the process(es), with the purposes set out in Part 2 and objectives as established by the Parties under Schedule 4;

“Equity Payment” has the meaning defined in Schedule 1 (EBPS);

“First Nations Woodland Licence” means an area based, long term replaceable forest tenure which licence may be issued under the *Forest Act* as a direct award pursuant to a Forest Tenure Opportunity Agreement;

“Fiscal Year” means a period beginning on April 1st of a calendar year and ending on March 31st of the next calendar year;

“Forest Act” means the *Forest Act*, RSBC 1996 c.157, as amended from time to time;

“Forest Tenure Opportunity Agreement” means an agreement which meets the requirements of the *Forest Act* and which allows for the direct award of a First Nations Woodland Licence to a First Nation or its representative.

“G2G Forum” has the responsibilities set out in Part 3 and Schedule 3;

“Issue Resolution Process” has the meaning defined in Schedule 4 (*Engagement Process*);

“Land Act” means the *Land Act*, RSBC 1996, c.245, as amended from time to time;

“Land Measures” means agreements, tenures or measures as contemplated in Part 7, 8, and 9;

“Legal Proceeding” means an action, cause of action, suit, claim, originating application, injunction application, arbitration or judicial review application;

“Notice of Dispute” means a notice to commence dispute resolution provided in accordance with Part 13;

“Oil & Gas Consultation Agreement” means any agreement entered into between SFN and the Province with respect to consultation on oil & gas activities, as amended from time to time in accordance with its terms;

“Other Agreements” means the agreements identified in Part 10;

“Peace Moberly Tract” or **“PMT”** means the area as depicted on map attached as Schedule 2 B;

“PMT Land Reserve” means Crown lands within the Peace Moberly Tract withdrawn from disposition by the Minister as contemplated under section 7.18;

“PMT-PNG Resources” means, as described in section 7.11, the Crown reserves withdrawn from disposition by a Ministerial order;

“PNG Act” means the *Petroleum and Natural Gas Act*, RSBC 1996, c.361, as amended from time to time;

“RCA” means any agreement entered into between SFN and the Province, with respect to consultation on coal activities as amended from time to time in accordance with its terms;

“SFN Treaty Rights” means the rights of the SFN as an adherent to Treaty No. 8 and as

recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Shared Decision Making Process” means the process described in Schedule 4 (*Engagement Process*);

“Statutory Decision Maker” means the person or entity authorized under provincial legislation to make decisions regarding an Application; and

“Trust” means a trust to be established by the SFN pursuant to Schedule 1 (*EBPS*).

1.2 The following Schedules are attached to and form part of this Agreement:

- Schedule 1 – EBPS
 - Appendix 1A (*Calculation of Quarterly Annual Payments*)
 - Appendix 1B (*Maximum Payable by BC in a Fiscal Year*)
 - Appendix 1C (*Forecasting BC Final Domestic Demand Implicit Price Index*)
 - Appendix 1D (*Economic Benefits Map*)
- Schedule 2 – Maps
 - 2A Agreement Area
 - 2B Peace Moberly Tract
- Schedule 3 –G2G Forum
- Schedule 4 – Engagement Process
- Schedule 5 – Moose Management Framework
- Schedule 6 – Process Guidance for Land Measures Recommendations

PART 2 - PURPOSE AND PRINCIPLES

2.1 The purposes of this Agreement are to:

- a. foster an enduring and respectful government-to-government relationship;
- b. facilitate meaningful engagement and, if appropriate, accommodation with respect to land and resource decisions within the Agreement Area that may potentially adversely impact SFN Treaty Rights;
- c. balance the protection and maintenance of SFN Treaty Rights with the development of land and natural resources in the Agreement Area and thereby facilitate reconciliation;
- d. foster SFN's participation in the economic opportunities associated with the development of land and natural resources in the Agreement Area, including

through resource revenue sharing;

- e. provide opportunities for SFN to have a meaningful role in the development of land and natural resources in the Agreement Area;
- f. establish a strategic and coordinated approach to land and resource development within Agreement Area in relation to SFN Treaty Rights, including by or through:
 - i. recommending the establishment of land protection measures, land designations and land management arrangements and objectives respecting specific areas of significance to SFN;
 - ii. establishing a (shared decision making) process that will inform efforts to balance the development of lands and resources and opportunities for the exercise of SFN Treaty Rights;
 - iii. providing the G2G Forum for the discussion of strategic level issues at a government to government level; and
 - iv. linkages with other Agreements;
- g. support the Parties' shared objective of improving the social and economic well-being of the SFN community and its members;
- h. support the Parties' shared objective of collaboration on wildlife management issues;
- i. establish and implement an efficient, effective, and meaningful approach to engagement that:
 - i. will facilitate the Province's fulfilment of its legal obligation to consult, and where appropriate accommodate, in respect of Decisions;
 - ii. is systematic, transparent, and adaptable to the needs of specific circumstances;
 - iii. optimizes the use of SFN and provincial engagement resources;
 - iv. integrates and functions consistently with any other agreements that may be negotiated between SFN and the Province;
 - v. is co-ordinated across sectors;
 - vi. is guided by the objectives set out in the Engagement Process.

PART 3 - GOVERNMENT TO GOVERNMENT RELATIONSHIP

- 3.1 The Parties agree to establish a G2G Forum.
- 3.2 The Parties agree that the purposes of the G2G Forum include:
- (a) building relationships and shared understandings between Provincial and SFN representatives;
 - (b) implementing this Agreement;
 - (c) identifying and attempting to resolve strategic-level government to government issues;
 - (d) other purposes as may be relevant or agreed to by the Parties.
- 3.2 The G2G Forum will consist of a G2G Executive and a G2G Working Group.
- 3.3 The G2G Executive will consist of at least two representatives who will be drawn from SFN Chief and Council and at least two provincial representatives who will be drawn from Deputy Ministers or Assistant Deputy Ministers, and Regional Executive Directors.
- 3.4 The responsibilities of the G2G Executive will be:
- a. overseeing implementation of the Agreement;
 - b. facilitating Issue Resolution and Dispute Resolution;
 - c. approving, or seeking approval for amendments to Schedule 4 Engagement Process;
 - d. approving the terms of reference for the G2G Working Group and the annual work plan for the G2G Working Group;
 - e. discussing strategic issues and giving direction to the G2G Forum as appropriate; and
 - f. meeting at least once a year and as necessary to carry out its responsibilities.
- 3.5 Each Party will appoint three representatives to the G2G Working Group, representatives will be drawn from SFN senior managers and provincial senior managers from MARR and natural resource sector ministries and each Party will appoint a G2G Working Group Co-chair.
- 3.6 The purposes and responsibilities of the G2G Working Group are further described and set out in Schedule 3.
- 3.7 The Parties agree that the G2G Working Group will meet as often as reasonably necessary during the implementation phase of the Agreement and at least once per calendar year thereafter.

- 3.8 The Parties agree that from time to time other SFN, or provincial ministry or agency, representatives may be invited to attend G2G Forum meetings to support discussions pertaining to strategic issues or agenda items.
- 3.9 As soon as practicable following the first anniversary of the agreement, and annually thereafter, SFN Chief and Council and the Minister of the Ministry of Aboriginal Relations and Reconciliation will meet to discuss the progress of the government-to-government relationship set out in the Agreement.
- 3.10 As soon as practicable following the third anniversary of the agreement, and each third year thereafter, British Columbia will undertake to convene a multi-ministry meeting of Ministers representing the natural resource ministries and agencies with SFN Chief and Council for the purpose of discussing the progress of the government-to-government relationship set out in the Agreement.
- 3.11 Nothing in the Agreement will prevent the Parties from agreeing to other government-to-government meetings, as may be desirable or necessary in the circumstances.

PART 4 - ENGAGEMENT PROCESS

- 4.1 The Parties agree to continue to work together over the course of implementing the Engagement Process to complete Appendix 5 and Appendix 6 of Schedule 4, the Engagement Level Modifiers and Activity Table respectively. Under Part 9 of the Engagement Process, the Parties intend to complete Appendices 5 and 6 to Schedule 4 by March 31, 2016, or other mutually agreed date.
- 4.2 Prior to the approval and implementation of the Engagement Process, Applications subject to Decision that may adversely affect SFN Treaty Rights will be referred to SFN for consultation in accordance with the following interim consultation steps:
 - a. The Province will provide SFN with advance written notification of the proposed activity, together with all relevant information about the proposed activity;
 - b. The Province will provide a reasonable period of time for the SFN to prepare its views of the proposed activity;
 - c. The Province will provide a reasonable opportunity for SFN to present its views as to the potential adverse impacts on the exercise of any SFN Treaty Rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - d. SFN may make recommendations as to how any such impact may be avoided, mitigated, minimized or otherwise accommodated (other than by financial compensation);
 - e. The Province will ensure the Parties have a reasonable opportunity to discuss the views and attempt to resolve any concerns;
 - f. The Province will undertake a full and fair consideration of any views presented by

SFN;

- g. In the absence of a presentation of views by SFN within a reasonable period of time, the Province will undertake a full and fair consideration of all relevant information available to the relevant provincial agency respecting how to avoid, mitigate, minimize or otherwise accommodate (other than by financial compensation) any potential adverse impacts on the exercise of any of SFN Treaty Rights; and
- h. The Province will notify SFN of the decision taken, and upon request, will explain how the views presented by SFN were addressed.

4.3 Until the Parties approve and implement the Engagement Process, references in this Agreement to the Engagement Process will mean the process set out in section 4.2.

PART 5 - ECONOMIC BENEFITS, REVENUE-SHARING, AND CAPACITY FUNDING

- 5.1 Subject to section 5.2, the terms and conditions set out in this Agreement, and SFN being in material compliance with its obligations under the EBPS and Part 14, and participating in the Engagement Process, when such funding otherwise becomes payable, the Province will provide SFN with the following funding for or in respect of:
- a. economic benefits or revenue sharing:
 - (i) Equity Payments as described and in accordance with the terms and conditions set out in the EBPS in Schedule 1; and,
 - (ii) Annual Payments as described and in accordance with the terms and conditions set out in the EBPS in Schedule 1.
 - b. capacity funding for participation in the implementation of this Agreement, including the Engagement Process and G2G Forum.
 - (i) for each of the 2015/16 and 2016/17 fiscal years, an annual amount of \$175,000;
 - (ii) for each of the subsequent fiscal years during the term of the Agreement an annual amount of \$100,000; and
 - (iii) the 2015/16 payment under sub clause (b)(i) of this section will be payable as soon as practicable following the Effective Date of the Agreement and thereafter, subsequent payments will be payable within 30 Business Days of the anniversary of the Effective Date of the Agreement.
- 5.2 Notwithstanding any other provision of this Agreement, the payment of any monies by the Province under this Agreement is subject to the appropriation of funds by the Legislative Assembly of British Columbia, and to Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any such appropriation.

PART 6 - CONDITIONS PRECEDENT TO THE RECOMMENDATION OF LAND MEASURES

- 6.1 The Parties acknowledge that other First Nations and third party interests exist throughout the Agreement Area and that the consideration and any recommendation regarding the Land Measures will be informed by the following:
- a. consultation with other First Nations and existing agreements between the Province and other First Nations and
 - b. where required, public consultation.
- 6.2 A Land Measure will not be recommended, approved or implemented if, individually or cumulatively, it would result in financial compensation liabilities being created for the Province including but not limited to claims for compensation by third parties for takings of an interest in land or resources held by any such third party.
- 6.3 The Parties will consult, either separately or together, with any third party potentially affected by a Land Measure, with the goal of addressing impacts to the third party's interests as appropriate.
- 6.4 Any recommendation to enter into, issue, establish or implement a Land Measure will be subject to the guidance provided in Schedule 6 and approval by the appropriate authorities as required by the applicable legislation or policy, including without limitation Statutory Decision Maker, Ministerial, Cabinet, Treasury Board, or the Provincial Legislature.

PART 7 - PEACE MOBERLY TRACT

- 7.1 The Peace Moberly Tract is an area of special historic and continuing cultural significance for the practice of traditional activities by SFN and West Moberly First Nations. The Peace Moberly Tract has been the subject of extensive discussions regarding land use among SFN, West Moberly First Nations, and the Province.

PMT Forest Tenure Opportunity and First Nations Woodland Licences

- 7.2 In sections 7.3 through 7.9 Minister means the Minister responsible for the *Forest Act*.
- 7.3 The Minister agrees to work with the SFN with the objective of managing forestry activities within the PMT through First Nations Woodland Licences.
- 7.4 The Minister and SFN will make best efforts to negotiate and reach agreement on a Forest Tenure Opportunity Agreement that will enable an offer for a First Nations Woodland Licence to be made to SFN within 18 months of the Effective Date of the Agreement, or other time period as agreed to by the Parties.

- 7.5 If agreement is reached by the Parties on a Forest Tenure Opportunity Agreement, pursuant to that agreement the Minister will invite the SFN to apply on a non-competitive basis, for a replaceable, long term, area based First Nations Woodland Licence within the portion of the Peace-Moberly Tract located to the east of Highway 29.
- 7.6 The Forest Tenure Opportunity Agreement will provide SFN with an opportunity to enter into a First Nations Woodland Licence on terms consistent with the *Forest Act*, which terms will provide SFN the right to harvest and manage the timber and botanical forest product resources in the licence area in accordance with a management plan required by the *Forest Act*.
- 7.7 The Parties acknowledge and agree that in developing the Forest Tenure Opportunity Agreement and First Nations Woodland Licence, and the licence's management plan, that the Parties will work together to address SFNs interests to minimize costs, ensure security of tenure and manage the resource at a pace, scale and pattern that is consistent with the protection of the traditional and cultural values and the harvest and management of non-timber forest products.
- 7.8 SFN acknowledges that the Minister may invite the West Moberly First Nations to apply on a non-competitive basis, for a replaceable, long term, area based First Nations Woodland Licence covering areas west of Highway 29 within the Peace-Moberly Tract.
- 7.9 If the West Moberly First Nations declines the invitation to acquire a First Nations Woodland Licence in the PMT, the Parties may agree to an expansion of the licence area under the SFN First Nations Woodland Licence, or an alternative consistent with the intention of the Parties for the management of forestry activities within the PMT.

PMT-PNG Resources

- 7.10 In sections 7.11 through 7.16, the Minister means the Minister responsible for the *PNG Act*.
- 7.11 The Minister, by Ministerial order pursuant section 72(1) of the *PNG Act*, will withdraw from disposition Crown reserves of petroleum and natural gas, oil sand, oil sand products, oil shale and oil shale products sub-surface to the area described in the Ministerial order (which will include a legal description and a grid map showing withdrawn reserves and any existing tenured areas) and which area generally coincides with the area known as the Peace Moberly Tract within six months of the Effective Date of the Agreement.
- 7.12 The Parties will designate representatives who will, within five years of the Effective Date of the Agreement, review existing geological information related to PMT-PNG Resources for improved understandings about the PMT-PNG Resource development potential.
- 7.13 The Parties acknowledge the value in SFN exploring business partnering opportunities with respect to PMT-PNG Resources and becoming involved in potential oil and gas developments in the PMT area.
- 7.14 For so long as the Agreement is in effect, the Minister agrees to consider

recommendations for alternative disposition under Section 72 of the *PNG Act* of the PMT-PNG Resources, where such recommendations for such dispositions have been developed collaboratively and approved in writing by SFN and Ministry representatives. The recommendations may include:

- a. plans, conditions, or other measures to protect and maintain environmental and First Nations cultural values;
- b. First Nations considerations;
- c. economic value to the Province; and
- d. other terms and conditions that may be applied to a tenure disposition.

For greater certainty, the Parties acknowledge that this Agreement does not create an obligation on a Party to discuss or agree to any recommendations under this section.

- 7.15 The Parties acknowledge and agree that any disposition of PMT-PNG Resources consistent with recommendations described above will discharge, with respect to such disposition, the obligations of the Province under this Agreement and any duty to consult and accommodate SFN in relation to the disposition.
- 7.16 SFN acknowledges that dispositions of PMT-PNG Resources may require that the Crown fulfill its consultation obligations with other First Nations and local stakeholders and, where appropriate, the Parties agree to work collaboratively on any consultation issues that may arise.

Land Act Reserve

- 7.17 In sections 7.18 through 7.23, the Minister means the Minister responsible for the *Land Act*.
- 7.18 Within 6 months of the Effective Date of the Agreement, the Parties will develop and put forward to the Minister a recommendation that the Crown Lands within the Peace Moberly Tract be withdrawn from disposition for the conservation of natural and heritage resources by designation under section 17 of the *Land Act*.
- 7.19 The purpose and intent of the Parties in formulating a recommendation to the Minister for the designation of the PMT Land Reserve is to conserve and maintain the natural and heritage resources in the Peace Moberly Tract in a manner that:
 - a. is consistent with the environmental, cultural and heritage significance and value of the PMT to the SFN community; and
 - b. is consistent with the Parties' recognition that the PMT is a high value traditional use area and will continue to be in the long-term.
- 7.20 The Parties acknowledge that the terms of the recommendation for the designation of the PMT Land Reserve will not preclude:

- a. dispositions under the *Land Act* relating to:
 - i. Site C Clean Energy Project as described in the Environmental Assessment Certificate #E14-02;
 - ii. North Montney Project as described in the National Energy Board Hearing Order GH-001-10 02 dated February 5, 2014;
 - iii. other projects where the Parties agree that a disposition would be reasonable, which may include dispositions for local government purposes.
 - b. decisions for dispositions under the *Land Act* made on or before March 31, 2015; or
 - c. dispositions under the *Land Act* relating to *Land Act* tenures in existence as of the date of the *Land Act* designation that fall within the footprint and purpose of an existing *Land Act* tenure (e.g. amendments, replacements, minor increases in area, typically less than 5% of the existing tenure area);
 - d. Ministerial actions under the *Land Act*:
 - i. approving administrative decisions such as tenure transfers, tenure holder name changes or transfers of administration under section 106 of the *Land Act*;
 - ii. to address current or future environmental or safety concerns.
- 7.21 In recognition of the importance of the PMT Land Reserve to SFN, the Province will provide advance notice to the SFN of any proposed cancellation of, or amendment to, the boundaries or the terms and conditions of the PMT Land Reserve in sufficient detail to permit the SFN to prepare its views on the matter.
- 7.22 The Province and SFN will engage, including by meeting, to discuss and attempt to resolve any issues related to the proposed cancellation or amendment of the PMT Land Reserve, including the effect of any such proposal on this Agreement.
- 7.23 Following engagement with SFN in accordance with section 7.22 the Province will provide notice to the SFN of any proposed amendment to or cancellation of the PMT Land Reserve.

PART 8 – KLIN-SE-ZA (TWIN SISTERS) AND CARBON LAKE

- 8.1 The G2G Forum will recommend that the Province expand the Klin-Se-Za Park to a maximum of 20,000 ha under the *Protected Areas British Columbia Act*.
- 8.2 The G2G Working Group will collaboratively develop a work plan to guide the development of a recommendation for the boundaries of the expanded Klin-Se-Za Park.
- 8.3 The G2G Working Group will strike a technical working group tasked with the development of a collaborative park management plan for Klin-Se-Za Park, including the expanded area, which considers the following values:
 - a) Cultural and spiritual significance of the area;
 - b) Ecological and wildlife including caribou habitat;
 - c) Water quality, flow and quantity;
 - d) Management activities;
 - e) Allowable and prohibited uses;
 - f) Long term vision; and
 - g) Other natural, cultural and recreational values.
- 8.4 The Parties acknowledge that SFN has identified Carbon Lake, a location in proximity to Twin Sisters, as an area of cultural and heritage significance, with high visual values, high First Nations' recreational value, important environmental values and that includes archeological and heritage sites. Following the provisions outlined in Part 9, and under the direction of the G2G Forum, the Parties will identify management options and make recommendations on measures to address these values.
- 8.5 The Parties will make best efforts to develop recommendations for the expansion of the Klin-Se-Za Park and the management approach for Carbon Lake within two years of the Effective Date of the Agreement.
- 8.6 Any decision to expand the Klin-Se-Za Park boundaries will be subject to approval by the Minister of Environment, Cabinet and the Provincial Legislature.

PART 9 - OTHER SIGNIFICANT AREAS

- 9.1 The G2G Working Group will:
 - a. develop recommendations for the application of management practices, protection measures and management tools to address wildlife, habitat, environmental, and SFN heritage values, thereby supporting the maintenance of traditional uses and cultural values in and for the following areas and non-exhaustive list of values:

- i. Moberly River Corridor – high value traditional use area, cultural and heritage significance, critical riparian habitats, water flow and quality;
 - ii. SFN Trail Networks and Priority Trails – high value traditional use area, cultural and heritage significance;
 - iii. Sukunka River Corridor and Sukunka Trench and adjacent areas, including high value wildlife habitat, traditional use areas, areas of cultural and heritage significance, including areas proximal to Sukunka Falls Park and Hole-in-the-Wall Park;
 - iv. Areas adjacent to an expanded Klin-Se-Za Park; and
 - v. High elevation caribou habitat, including between Twin Sisters and Battleship Mountain; and
 - vi. Other significant areas to be identified by SFN.
- b. develop recommendations for a watershed management plan, or other comparable mechanism to address water values specific to the Moberly Watershed, including values such as water quality, fish habitat and abundance, flood and sedimentation control, and other values.

- 9.2 The G2G Working Group will make best efforts to develop recommendations under section 9.1, within 2 years of signing the Agreement.

PART 10 – OTHER AGREEMENTS

- 10.1 The Parties may enter into a Forest and Range Consultation and Revenue Sharing Agreement for the purpose of forestry revenue sharing, which subject to Treasury Board approval may provide for SFN receiving a proportionate share of 3% of stumpage, waste and annual rent revenues derived from Forest Districts that overlap with the Agreement Area, without prejudice to the Parties' positions on the Western Boundary.
- 10.2 Upon request by SFN, the Province will provide up to \$50,000 for SFN to undertake a carbon offset project validation within the Agreement Area. The Parties will explore and make reasonable efforts to negotiate and enter into an Atmospheric Benefits Sharing Agreement that is substantially consistent with other such agreements in British Columbia.
- 10.3 The Parties may enter into revenue sharing and related agreements in respect of clean energy projects, pursuant to the *Clean Energy Act* and the *First Nations Clean Energy Business Fund Regulation*, or related provincial policies on clean energy.

PART 11 - SOCIAL AND ECONOMIC WORKING GROUP

- 11.1 The Parties agree to establish and maintain an enduring social and economic working group, with a mandate to work together to:
- a. improve community well-being, development and sustainability;
 - b. connect SFN with provincial programs and initiatives that can contribute to community well-being, development and sustainability; and
 - c. pursue other related goals as defined by the working group, or directed by the Parties.
- 11.2 Within 120 Business Days following the Effective Date of the Agreement, the Parties agree to convene the initial meeting of the working group to begin the development of terms of reference, work plan and project specific activities. The terms of reference will include:
- a. a more specific statement of the vision, objectives and scope of the working group;
 - b. a description of the working group structure:
 - i. reporting structure and work plan approval process;
 - ii. membership consisting of 3 representatives from the SFN and 3 representatives from the Province;
 - c. agenda development;
 - d. meeting schedule and locations with meetings to be held in Vancouver unless otherwise specified with at least one meeting per year in the SFN community;
 - e. a description of the working group deliverables, agendas, work plan, project design and charters; and
 - f. other matters as may be directed by the Parties.

PART 12 - WILDLIFE MANAGEMENT AND COLLABORATIVE MOOSE MANAGEMENT FRAMEWORK

- 12.1 The Parties agree to develop and implement a Collaborative Moose Management Framework (Moose Framework) as further set out in Schedule 5.
- 12.2 The Province and SFN acknowledge the ecological and cultural significance of healthy, sustainable moose populations and agree to focus their efforts under a Collaborative Moose Framework on this species. It is the Parties' mutual intention to eventually address other species of mutual interest under a broader Collaborative Wildlife

Management Framework model based on the learnings and success of the proposed Moose Management Framework.

- 12.3 Through collaborative management, the Province and SFN will seek to ensure that moose harvest is managed according to the following order of priorities:

1. conservation and sustainability;
2. First Nations' needs for food, social or ceremonial purposes;
3. harvest opportunities for non-First Nations resident hunters; and
4. harvest opportunities for non-resident hunters.

- 12.4 The Province and SFN acknowledge that moose, and wildlife more generally, are of significant interest to other First Nations and the Parties will actively identify opportunities for collaboration amongst First Nations.

PART 13 - DISPUTE RESOLUTION

- 13.1 The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and will endeavour to resolve such differences in a manner that fosters an improved, ongoing and respectful government-to-government relationship between them.
- 13.2 The Parties agree that they will endeavour to resolve any Disputes in a co-operative, effective and timely manner in accordance with the provisions of this Part.
- 13.3 For greater certainty, Dispute Resolution under this Part does not apply to any disagreement regarding the interpretation or implementation of the Engagement Process as it applies to a particular Application or Decision, including any disagreement to which an Issue Resolution Process applies, or a decision regarding a particular Application.
- 13.4 If a Dispute occurs a Party may provide to the other Party a Notice of Dispute that sets out the subject matter of the Dispute, summarizes each Parties' perspectives on the issue in dispute, describes any attempts made to resolve the dispute, and identifies any proposed options for resolution.
- 13.5 Where a Party has issued a Notice of Dispute, the G2G Working Group Co-chairs or their designates will meet within 30 Business Days and attempt to resolve the dispute through unassisted collaborative negotiation.
- 13.6 If the Dispute remains unresolved after the process provided under section 13.5, the G2G Working Group Co-chairs or their designates may agree to undertake one or more of the following measures in attempt to resolve the Dispute:
- a. non-binding facilitation or mediation, or both, under terms agreeable to both Parties; and

- b. other dispute resolution measures as appropriate to the nature of the dispute and as may be mutually agreeable to the Parties.
- 13.7 If the Dispute remains unresolved after the process provided for in section 13.5 or any measure that may be agreed to in accordance with section 13.6 (a) or (b), the G2G Working Group Co-chairs or their designates will forward the matter to G2G Executive.
- 13.8 With respect to a Dispute that may be grounds for termination, the Parties agree that the process described in section 13.7 must be completed within 30 Business Days of the matter being referred to the G2G Executive.

PART 14 - ACKNOWLEDGEMENTS AND COVENANTS

- 14.1 With the exception of payments that may become due under other agreements between SFN and the Province entered into, or pending, on the Effective Date of this Agreement, SFN will not seek any payments from the Province in addition to those provided for under this Agreement with respect to SFN claims for:
 - a. revenue-sharing or economic benefits;
 - b. financial accommodation or compensation for any infringement of SFN Treaty Rights alleged to arise from Decisions; or
 - c. capacity funding related to implementation of this Agreement, including development of and participation in the Engagement Process and G2G Forum.
- 14.2 SFN will not financially support or participate in any Legal Proceeding against the Province initiated by or in the name of any individual SFN Members in which such individual SFN Members may make a claim or raise a defence in a civil proceeding based on an alleged infringement of SFN Treaty Rights. For greater certainty, this clause does not apply where an individual SFN Member raises treaty rights as a defence to an alleged regulatory offence.
- 14.3 SFN will not unlawfully challenge or impede the right of the Province or a permittee or provincially authorized person, or any of their respective employees, contractors, agents, representatives or invitees, to gain access to the site of a natural resource related activity authorized by a Decision and to carry out any such authorized activities.
- 14.4 SFN will take reasonable actions, taking into account cultural or community processes, to help facilitate the resolution of any action that might be taken by any SFN member that is inconsistent with the obligations of the SFN under the Agreement.
- 14.5 The Parties agree that the Engagement Process will constitute the means by which they will fulfill the procedural and information-sharing obligations arising from the duty to consult with SFN regarding the potential impact on SFN Treaty Rights of an Application or Decision. For greater certainty, SFN's agreement with the Engagement Process will not, in itself, constitute express or implied consent or agreement to any Application or Decision.

14.6 The SFN, on behalf of itself and its members:

- a. covenants and agrees that the Engagement Processes will be the consultation and engagement processes that the Parties will follow in relation to all Decisions;
- b. covenant and agree not to commence Legal Proceedings during the term of the Agreement in respect of any Decision on the basis that the Province has failed to fulfil procedural aspects of its duty to consult SFN, except for any potential Legal Proceeding based on a claim of non-adherence to the Engagement Process; and
- c. release and discharge the Province from any and all claims that the Province has failed to fulfill procedural aspects of its duty to consult SFN in relation to any Application or Decision, except for any potential Legal Proceeding based on a claim of non-adherence to the Engagement Process.

14.7 The Parties acknowledge and agree that when established, the Land Measures are treaty reconciliation measures that are part of an ongoing reconciliation process and a component of achieving the strategic approach to land and natural resource development in the Agreement Area.

14.8 For greater certainty, the Land Measures and any payments under this Agreement will not preclude the Province from considering other avoidance, mitigation or accommodation measures as may be appropriate in the circumstances.

PART 15 - REPRESENTATIONS AND WARRANTIES

15.1 The Province represents and warrants that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation on the Province.

15.2 SFN represents and warrants that:

- a. its band council is a duly constituted band council under the *Indian Act*;
- b. it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its members;
- c. it will take all necessary actions including obtaining a band council resolution, and will obtain all necessary community approvals to enter into this Agreement for and on behalf of its members;
- d. this Agreement is a valid and binding obligation on SFN; and

15.3 SFN will provide to the Province:

- (a) written notice that it has taken all necessary actions and has obtained all necessary community approvals to make this Agreement effective for and on behalf of its members; and
- (b) a band council resolution confirming (a) above.

PART 16 - TERM AND TERMINATION

- 16.1 This Agreement takes effect on the Effective Date of the Agreement.
- 16.2 The term of this Agreement expires on March 31, 2024 unless the Agreement is renewed under Section 16.3 or by further agreement between the Parties.
- 16.3 Notwithstanding the term of this Agreement, the Parties agree that it is their intention to form an enduring government to government relationship based on respect, transparency, mutual benefit and reconciliation. Prior to the expiry of the term of this Agreement, the Parties will make good faith efforts to renew this Agreement for a further term or terms on the same or substantially the same terms as this Agreement.
- 16.4 Subject to section 16.5, either Party may terminate this Agreement on the basis of an unresolved Dispute upon 120 Business Days written notice to the other Party, and such notice will set out reasons for the intended termination.
- 16.5 In recognition of the enduring value of a government to government relationship, a Party will not provide a notice to terminate under sections 16.4, 16.6, and 16.7 without first attempting to resolve that Dispute in accordance with the Dispute Resolution provisions.
- 16.6 Subject to section 16.5, SFN may upon 120 Business Days written notice to the Province, terminate this Agreement:
- a. if the oil and gas royalty regime established under the *Petroleum and Natural Gas Act* is eliminated or materially amended, resulting in a material reduction in the amount of the Annual Payments under the EBPS;
 - b. if the Land Measures are not established within the applicable time period set out in this Agreement, or such other reasonable time as the Parties may agree, or if the Land Measures established are cancelled, or amended or varied;
 - c. if the Minister disposes of PMT-PNG Resources in the absence of or in a manner that is inconsistent with any recommendations developed in accordance with Part 7, section 7.14.
 - d. if any representation or warranty made by the Province in this Agreement is untrue or incorrect; or
 - e. if it is finally determined by a court that the Province is not in material compliance with its obligations under this Agreement.
- 16.7 Subject to section 16.5, the Province may upon 120 Business Days written notice to SFN terminate this Agreement:
- a. if it is finally determined by a court that SFN is not in material compliance with its obligations under this Agreement;

- b. if any representation or warranty made by SFN in this Agreement is untrue or incorrect;
 - c. if SFN, in its own name or in the name of its Chief acting on behalf of the Band or its Members, commences any Legal Proceeding against the Province, or activates a proceeding in abeyance, contrary to its covenants in this Agreement; or
 - d. if the Oil & Gas Consultation Agreement is terminated or expires, without renewal or replacement.
- 16.8 If this Agreement is terminated:
- a. The Province may recommend the cancellation, amendment or variation of the Land Measures, subject to any duty to consult SFN prior to making a decision on such a recommendation;
 - b. The Province will have no further obligations to the SFN under this Agreement after the effective date of the termination, other than the payment of any Annual Payment due in accordance with the EBPS up to the date of termination and Part 15 (Representations and Warranties); and
 - c. SFN will have no further obligations to the Province under this Agreement with the exception of the commitments, obligations and covenants of the SFN under the provisions of the EBPS in Schedule 1, section 14.6(c), section 14.7, and Part 15 (Representations and Warranties).

PART 17 - GENERAL PROVISIONS

- 17.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 17.2 This Agreement does not create, amend, define, affirm, recognize, limit, abrogate, extinguish, replace or derogate from any SFN Treaty Rights.
- 17.3 Except as expressly set out herein, this Agreement does not limit the position a Party may take in any legal or administrative proceedings or in any discussions or negotiations between SFN and the Province.
- 17.4 No partnership, joint venture, agency, fiduciary or employment relationship will be deemed to be created by this Agreement or by any actions of the Parties under this Agreement.
- 17.5 This Agreement does not constitute an admission by the Province that any decision or authorization has resulted or may result in an unjustified infringement of any SFN Treaty Rights or that any decision or authorization may result in an unjustified infringement of any SFN Treaty Rights.

- 17.6 This Agreement will not be interpreted as constituting express or implied SFN support or approval for any decision or authorization. For greater certainty, section 7.20 is without prejudice to any position that SFN may take with regard to any proposed *Land Act* tenures in the PMT.
- 17.7 This Agreement will not be interpreted as addressing any SFN claims for financial compensation for any alleged past infringements or impacts of SFN Treaty Rights that occurred prior to the Effective Date, or for alleged infringements or impacts on SFN Treaty Rights that occur or continue after the term of this Agreement.
- 17.8 This Agreement does not constitute an admission by the Province of any obligation to provide financial compensation, revenue sharing or economic benefits as part of the Province's obligation to consult and, if applicable, accommodate in relation to any decision or authorization.
- 17.9 Nothing in this Agreement obliges the Province to act in a manner that is inconsistent with provincial law, federal law or constitutional law.
- 17.10 Nothing in this Agreement unlawfully interferes with the decision-making authority or jurisdiction of any Party or unlawfully fetters the discretion of any decision-making authority.
- 17.11 Nothing in this Agreement precludes SFN from:
- a. continuing to negotiate and implement consultation, revenue- and benefits-sharing agreements with Applicants and other governments;
 - b. accessing economic opportunities and benefits, which may be available to SFN outside of this Agreement; or
 - c. participating in government programs for which SFN may be eligible.
- 17.12 The Parties acknowledge that each has a different position regarding the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this Agreement is an admission of fact or liability in relation to claims arising with respect to this matter, including the litigation by certain of the Treaty 8 First Nations seeking a declaration of the western boundary of Treaty No. 8 in British Columbia. Further, the Parties may negotiate, by mutual agreement, amendments to the Agreement if the western boundary of Treaty No. 8 is finally determined in a binding decision or by agreement between the Parties.
- 17.13 Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, the Province will disclose to SFN any final agreement entered into between the Province and another Treaty 8 First Nation that deals with the sharing of economic benefits, or resource revenue sharing from resources located in the BC Treaty 8 region. If any such agreement would provide additional benefits to SFN if applied for by SFN, the Parties may, by mutual agreement, review and amend the Agreement accordingly.

PART 18 - NOTICE AND DELIVERY

18.1 If any notice or other communication is required to be given by a Party under this Agreement, it will, unless stated otherwise in this Agreement, be made in writing and it will be effectively given by:

- a. personal delivery to the address of the other Party set out below, on the date of delivery;
- b. pre-paid registered mail to the address of the other Party mentioned in this Agreement, on the date the registered mail is delivered; or
- c. facsimile to the facsimile number of the other Party set out in this Agreement, on the date the facsimile is received.

18.2 The address and facsimile numbers are:

- a. for SFN:

Saulteau First Nations Chief and Council
PO Box 1020
Chetwynd, British Columbia V0C 1J0
Fax: (250) 788-7261
Attention: Chief and Council

- b. for the Province:

Ministry of Aboriginal Relations and Reconciliation
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1
Fax: (250) 387-6073
Attention: Assistant Deputy Minister, Negotiations and Regional Operations
Division, MARR

Ministry of Natural Gas Development
PO Box 9320 Stn Prov Govt
Victoria, BC V8W 9N3
Fax: (250) 952-0491

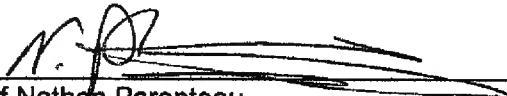
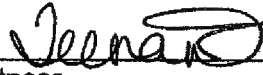



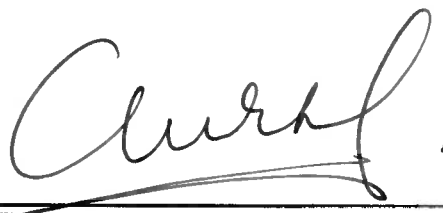

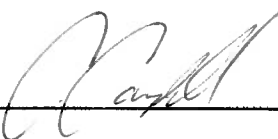
Attention: Assistant Deputy Minister, Upstream Oil and Gas Division

Ministry of Forests, Lands and Natural Resource Operations
PO Box 9352 Stn Prov Govt
Victoria, BC V8W 9M1
Fax: (250) 847-7501
Attention: Assistant Deputy Minister, North Area, Regional Operations Division

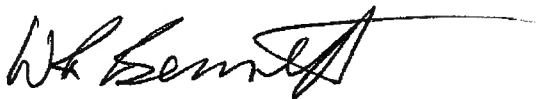
18.3 SFN or the Province may at any time give notice to the other of any change of information in accordance with this Part.

PART 19 – INTERPRETATION AND AMENDMENT

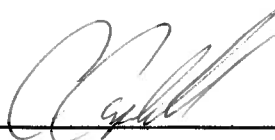
- 19.1 This Agreement will be governed by and construed in accordance with the applicable laws of the Province.
- 19.2 This Agreement, as may be amended from time to time in accordance with its terms, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by SFN and the Province.
- 19.3 There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.
- 19.4 If any provision of this Agreement is found by a court of competent jurisdiction to be void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement on a replacement for that provision with a view to achieving the intent of the Parties as expressed in this Agreement and, for certainty, if no agreement is reached, SFN and the Province may agree to refer the matter to Dispute Resolution.
- 19.5 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 19.6 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 19.7 The use of the word “including” does not limit the generality of the preceding term or phrase.
- 19.8 In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments or replacements to that statute or regulation.
- 19.9 No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless such waiver is expressed in writing and signed by the Party giving the waiver.
- 19.10 Any amendment to this Agreement, other than as provided in Schedule 4 (*Engagement Process*), must be agreed to in writing by the Minister of Aboriginal Relations and Reconciliation, the Minister of Natural Gas Development and the Minister of Forests, Land and Natural Resource Operations, or their authorized representatives, on behalf of the Province and the Chief and Council of SFN on behalf of SFN.
- 19.11 This Agreement may be entered into by the Province and SFN respectively signing a separate copy of this Agreement, including a photocopy or faxed or scanned copy, and delivering it to the other by fax or electronic mail. Each facsimile or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

| | |
|---|---|
| <p>Signed on behalf of Saulteau First Nations this <u>25</u> day of <u>September</u>, 2015 by the Chief of the Saulteau First Nations</p> | |
| <p> Chief Nathan Parenteau</p> | <p> Witness</p> |
| <p>Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia this <u>25</u> day of <u>September</u>, 2015 by the Minister of Aboriginal Relations and Reconciliation</p> | |
| <p> Honourable John Rustad</p> | <p> Witness</p> |
| <p>Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia this <u>25</u> day of <u>September</u> 2015 by the Minister of Forests, Lands and Natural Resource Operations</p> <p> Honourable Steve Thomson</p> | <p> Witness</p> |
| <p>Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia this <u>25</u> day of <u>September</u>, 2015 by the Minister of Natural Gas Development</p> <p> Honourable Rich Coleman</p> | <p> Witness</p> |

Signed on behalf of Her Majesty the Queen
in Right of the Province of British Columbia
this 25 day of Sept, 2015 by the
Minister of Energy and Mines



Honourable Bill Bennett



Witness

Signed on behalf of Her Majesty the Queen
in Right of the Province of British Columbia
this 30 day of Sept, 2015 by the
Minister of Environment



Honourable Mary Polak



Witness

SCHEDULE 1 – ECONOMIC BENEFITS PAYMENT STRUCTURE

This Schedule consists of:

- Part 1 Defined Terms
- Part 2 A and B Equity Payment
- Part 3-Annual Payments,
- Appendix 1A: Calculation of Quarterly Annual Payments
- Appendix 1B: Maximum Payable by BC in a Fiscal Year
- Appendix 1C: Forecasting BC Final Domestic Demand Implicit Price Index, and
- Appendix 1D: Economic Benefits Map.

Part 1 - Defined Terms

1.1 In this Schedule:

- a. **“Annual Payment”** means an amount, payable by the Province, subject to the provisions of the EBPS, which is the aggregate of the four quarterly payment amounts and the amount of any Annual Payment Reconciliation;
- b. **“Equity Payment”** means the amount, payable by the Province, in accordance with the terms and conditions set out in the EBPS; and
- c. **“Annual Payment Reconciliation”** means the amount calculated in accordance with Appendix 1A of the EBPS for each full Fiscal Year during which the Agreement is in effect.

1.2 Words and expressions not defined in this Schedule but defined in section 1.1 of the Agreement have the meaning defined in that section.

Part 2 - Equity Payment

A. Obligations of the Province

- 2.1 Subject to section 5.2 of this Agreement, the terms and conditions set out in this Agreement and section 2.3 of this Schedule, the Province will provide to SFN an Equity Payment in the sum of \$5,800,000.00 within 60 Business days of the Effective Date of the Agreement to be remitted to the Trust.
- 2.2 For greater certainty, the Equity Payment will be payable after the last to occur of the following: the Effective Date of the Agreement and SFN having established the Trust in accordance with section 2.3 of this Schedule to the reasonable satisfaction of the Province.

B. Obligations of Saulteau First Nations

- 2.3 SFN will establish, prior to or as soon as practical after the signing of the Agreement, and maintain throughout the term of the Agreement, a Trust to receive the Equity Payment and provide to the Province a legal opinion stating that:

- a. the Trust is validly constituted according to the terms of the Agreement;
 - b. the trustees of the Trust are legally capable of accepting rights granted and obligations imposed under the Agreement;
 - c. the Trust may not be collapsed before the fifth anniversary of the Effective Date of the Agreement or the date on which the Agreement has otherwise been terminated; and
 - d. the primary purpose of the Trust is to benefit the membership of the SFN.
- 2.4 SFN will repay or will cause the Trust to repay the Equity Payment, if the Agreement is terminated prior to the fourth anniversary of its Effective Date. This repayment obligation will be reduced by 20% on the Effective Date of the Agreement and thereafter, by 20% on each following anniversary of the Effective Date of the Agreement.

Part 3 - Annual Payments

- 3.1 Each Annual Payment to be made under this Agreement will be subject to a minimum payment amount as described in section 3.2 of this Schedule, and a maximum payment amount, as described in section 3.7 of this Schedule.
- 3.2 The minimum payment amount of the Annual Payment for a Fiscal Year will be equal to the sum of the four quarterly payments for the Fiscal Year as set out in Appendix 1A, if the Agreement is in effect for the whole of the Fiscal Year.
- 3.3 Subject to section 5.2 of this Agreement and the terms and conditions set out in this Agreement, the Province will provide to SFN the following funding if, when the Annual Payment for the applicable Quarter otherwise becomes payable, SFN is in material compliance with its obligations under this EBPS, Part 14, and participating in the Engagement Process:
- a. if the Effective Date of the Agreement is more than thirty (30) days after the end of any of Quarter 1, Quarter 2, Quarter 3 or Quarter 4 during Fiscal Year 2014/15, then with respect to each such Quarter, the amount shown in Appendix 1A for the applicable Quarter, within thirty (30) days following the Effective Date of the Agreement;
 - b. commencing with Fiscal Year 2015/16, for Quarter 1, Quarter 2, Quarter 3 or Quarter 4 of each Fiscal Year during the Term, the amount shown for the applicable Quarter, within thirty (30) days following the end of the relevant Quarter; and
 - c. commencing with Fiscal Year 2014/15 for each full Fiscal Year during the Term, the Annual Payment Reconciliation amount calculated in accordance with Appendix 1A, within one hundred and eighty (180) days following the end of the applicable Fiscal Year. For greater certainty, if the Agreement is terminated on or prior to the last day of a Quarter, no partial Annual Payment will be payable for that Quarter.

- 3.4 In the event of termination of the Agreement, the payment of Annual Payments in accordance with the formula set out in Appendix 1A are subject to the following rules:
- a. if the Agreement is terminated on or prior to the last day of Quarter 1 of a Fiscal Year, no partial Annual Payment will be payable for that Quarter;
 - b. if the Agreement is terminated on or prior to the last day of Quarter 2 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the "Quarter 1 Annual Payment";
 - c. if the Agreement is terminated on or prior to the last day of Quarter 3 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the "Quarter 1 Annual Payment" plus the "Quarter 2 Annual Payment"; and,
 - d. if the Agreement is terminated on or prior to the last day of Quarter 4 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the "Quarter 1 Annual Payment" plus the "Quarter 2 Annual Payment" plus the "Quarter 3 Annual Payment".
- 3.5 For each Fiscal Year during the term of this Agreement, when the Annual Payment Reconciliation is provided in accordance with section 3.3 (c), the Province will provide to SFN a statement setting out the documents, reports, figures and calculations relied upon by the Province to calculate the Annual Payment in accordance with Appendix 1A. for that Fiscal Year.
- 3.6 Annual Payments will be subject to adjustment by the Province from time to time on the following basis:
- a. with respect to the calculation of each Annual Payment made by the Province during the Term, the value imputed to the variable identified in Appendix 1A as OGRt will, on the basis of available updated information, be reviewed and re-calculated by the Province on one occasion which is six (6) years following the end of that Fiscal Year;
 - b. if the review and re-calculation reveals an overpayment by the Province, the Province will adjust the next occurring Annual Payment to offset the overpayment (and if there is no subsequent Annual Payment, SFN will repay the amount of the overpayment to the Province); and,
 - c. if the review and re-calculation reveals an underpayment by the Province, the Province will adjust the next occurring Annual Payment to compensate for the underpayment (and if there is no subsequent Annual Payment, the Province will pay to the SFN the amount of the underpayment).
- 3.7 The Annual Payment for each Fiscal Year made pursuant to Part 3 of this Schedule will be subject to a cap in the amount determined in accordance with Appendix 1B (which amount is subject to adjustment in the manner set out in Appendices 1B and 1C). For clarity, the actual calculations to be made pursuant to Appendix 1A are to be based on actual totals, not the cap. For further clarity, the maximum payment amount for a Fiscal Year is based on the Agreement remaining in effect on the last day of each Quarter of

that Fiscal Year; and for illustration purposes, the maximum payment is \$5,000,000.00
(in 2014 dollars).

Appendix 1A: Calculation of Quarterly Annual Payments

Quarter 1 Annual Payment = Q1EBPt = \$300,000

Quarter 2 Annual Payment = Q2EBPt = \$300,000

Quarter 3 Annual Payment = Q3EBPt = \$300,000

Quarter 4 Annual Payment = Q4EBPt = \$300,000

Annual Payment Reconciliation =EBPR

$$= \frac{[(SP/T8P \times EB1t \times 0.5) + (1/7 \times EB1t \times 0.5)] - (Q1EBPt + Q2EBPt + Q3EBPt + Q4EBPt)}{1}$$

Where:

Q1, Q2, Q3 and Q4 represent the Quarters 1 through 4.

SP is the Saulteau First Nations population from Indian and Northern Affairs Canada (now Aboriginal Affairs and Northern Development Canada) (AANDC) Population Statistics Report, Indian Registration System, for 2014/03, region British Columbia, Total by Gender, which the Parties agree is 1,007.

T8P is the sum of populations from AANDC Population Statistics Report, Indian Registration System, for 2014/03, region British Columbia, Total by Gender for Saulteau First Nations, Fort Nelson First Nation, Prophet River First Nation, West Moberly First Nations, Halfway River First Nation, Blueberry River First Nations, and Doig River First Nation, which the Parties agree is 3,468.

t = Fiscal Year for which payment is being made under this agreement.

Specifically:

t = 1 = April 1, 2014 to March 31, 2015

t = 2 = April 1, 2015 to March 31, 2016

t = 3 = April 1, 2016 to March 31, 2017

t = 4 = April 1, 2017 to March 31, 2018

t = 5 = April 1, 2018 to March 31, 2019

t = 6 = April 1, 2019 to March 31, 2020

t = 7 = April 1, 2020 to March 31, 2021

t = 8 = April 1, 2021 to March 31, 2022

t = 9 = April 1, 2022 to March 31, 2023

t = 10 = April 1, 2023 to March 31, 2024

$$EB1_t = 3\% \times (OGR_t)$$

Where:

OGR_t = collected provincial royalties, calculated in accordance with, as applicable, the Petroleum and Natural Gas Royalty and Freehold Production Tax Regulation and the Net Profit Royalty Regulation made pursuant to the Petroleum and Natural Gas Act, as either may be amended or replaced from time to time, collected from oil and gas activities within the area set out in Appendix 1D that is bounded by the "British Columbia/Alberta Border", the "British Columbia Northern Border" and the "Royalty Line". This variable will be measured by estimates from the Oil Ledger Report and the Gas

Ledger Report as extracted from the Ministry of Finance's Petroleum Royalty Management System (PRMS).

The Parties acknowledge that the methods used to collect and record provincial royalty information, as set out in the EBPS, may change from time to time. In the event of changes to any of these methods, the Province will, as soon as practicable, provide the SFN with a written statement describing the revised method for collecting and recording the data and the date the revised method comes into effect.

Appendix 1B: Maximum Payable by BC in a Fiscal Year

Annual Payment Ceiling = $EBPC_t = \$5,000,000_{2014\$}$

Where:

t = Fiscal Year for which payments are being made

Specifically:

- t = 1 = April 1, 2014 to March 31, 2015
- t = 2 = April 1, 2015 to March 31, 2016
- t = 3 = April 1, 2016 to March 31, 2017
- t = 4 = April 1, 2017 to March 31, 2018
- t = 5 = April 1, 2018 to March 31, 2019
- t = 6 = April 1, 2019 to March 31, 2020
- t = 7 = April 1, 2020 to March 31, 2021
- t = 8 = April 1, 2021 to March 31, 2022
- t = 9 = April 1, 2022 to March 31, 2023
- t = 10 = April 1, 2023 to March 31, 2024

Note:

For periods t = 1 through to t = 10 inclusive the ceiling value of $\$5,000,000_{2014\$}$ will be adjusted annually by changes in annual British Columbia Final Domestic Demand Implicit Price Index (BCFDDIPI) published by Statistics Canada as follows:

Ceiling value in Fiscal Year t = $\$5,000,000 \times [BCFDDIPI_n / BCFDDIPI_{2014}]$

Where: $BCFDDIPI_{2014}$ is the value of BCFDDIPI for the calendar year 2014 published by Statistics Canada, or estimated according to Appendix 1C if not available, at the same time that values for $BCFDDIPI_n$ are published or estimated in accordance with Appendix 1C.

For clarity, BCFDDIPI for calendar year 2014 will apply to Fiscal Year 2014/15. (See Appendix 1C)

Appendix 1C: Forecasting BC Final Domestic Demand Implicit Price Index

British Columbia Final Domestic Demand Implicit Price Index (BCFDDIPI) published by Statistics Canada is available on a time-lagged basis. For the purposes of this agreement the BCFDDIPI estimate for calendar year n will be calculated as follows:

- If a British Columbia estimate of BCFDDIPI is not available, of Year n , and the most recent estimate is for Year $n-1$, then

$$\circ \text{ BCFDDIPI}_n = (\text{BCFDDIPI}_{n-1}) \times (\text{BCFDDIPI}_{n-1} / \text{BCFDDIPI}_{n-2})$$

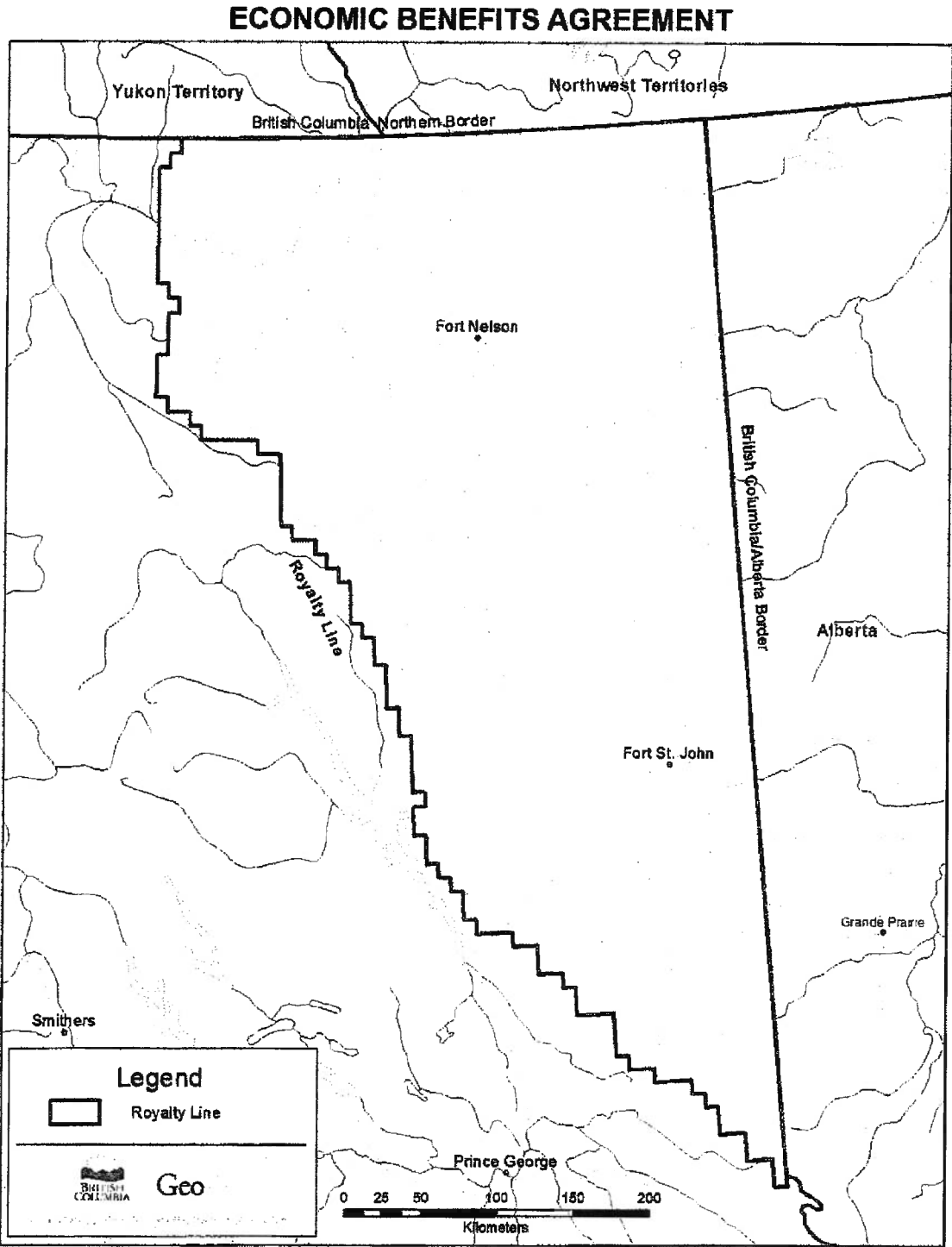
- If a British Columbia estimate of BCFDDIPI is not available, of Year n , and the most recent estimate is for Year $n-2$, then

$$\circ \text{ BCFDDIPI}_n = (\text{BCFDDIPI}_{n-2}) \times (\text{BCFDDIPI}_{n-2} / \text{BCFDDIPI}_{n-3})^2$$

Where:

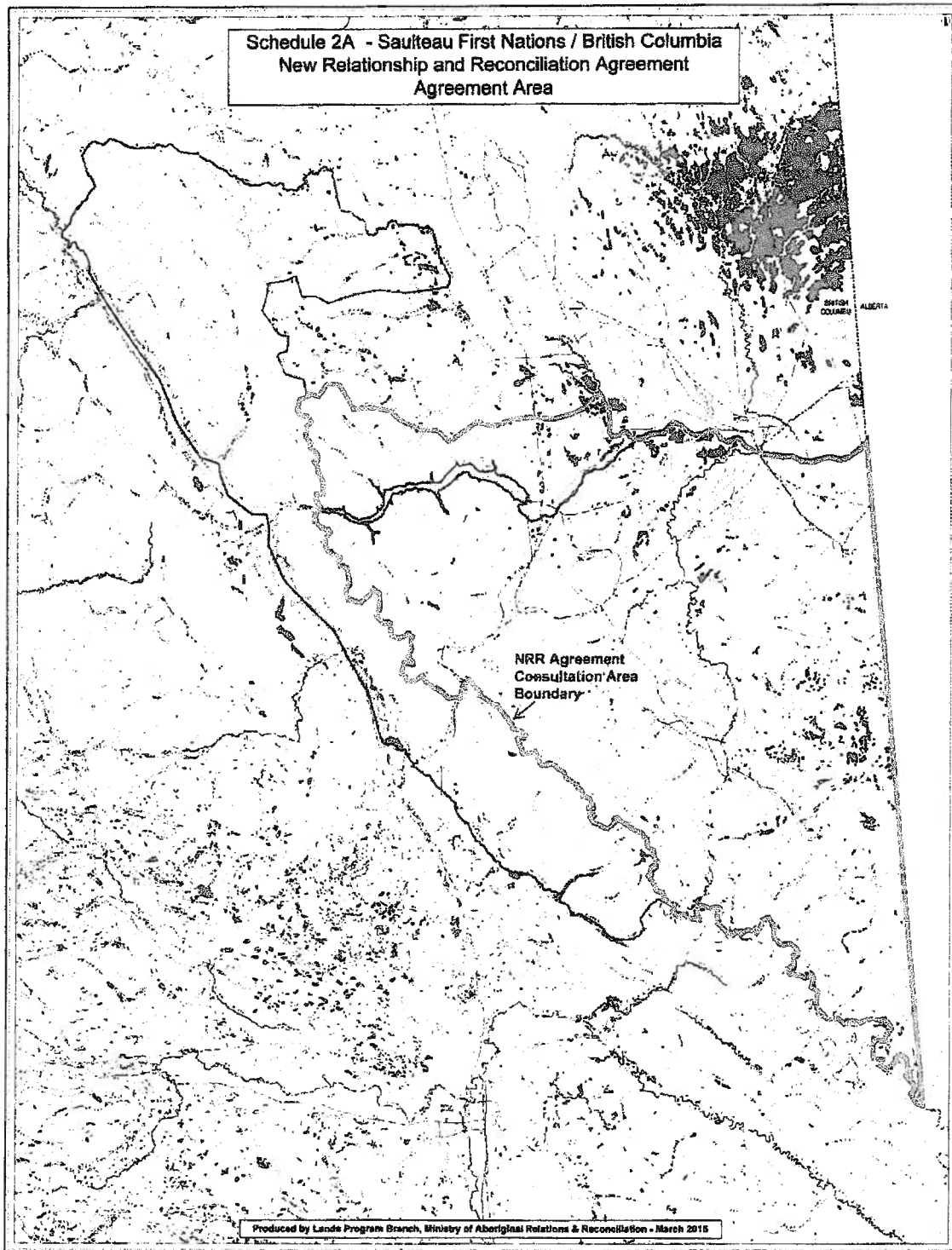
| | |
|---|--|
| $n=1$ = Calendar 2014 $n=2$ = Calendar 2015 $n=3$ = Calendar 2016 $n=4$ = Calendar 2017 $n=5$ = Calendar 2018 $n=6$ = Calendar 2019 $n=7$ = Calendar 2020 | $n=8$ = Calendar 2021 $n=9$ = Calendar 2022 $n=10$ = Calendar 2023 |
|---|--|

Appendix 1D: Economic Benefits Map

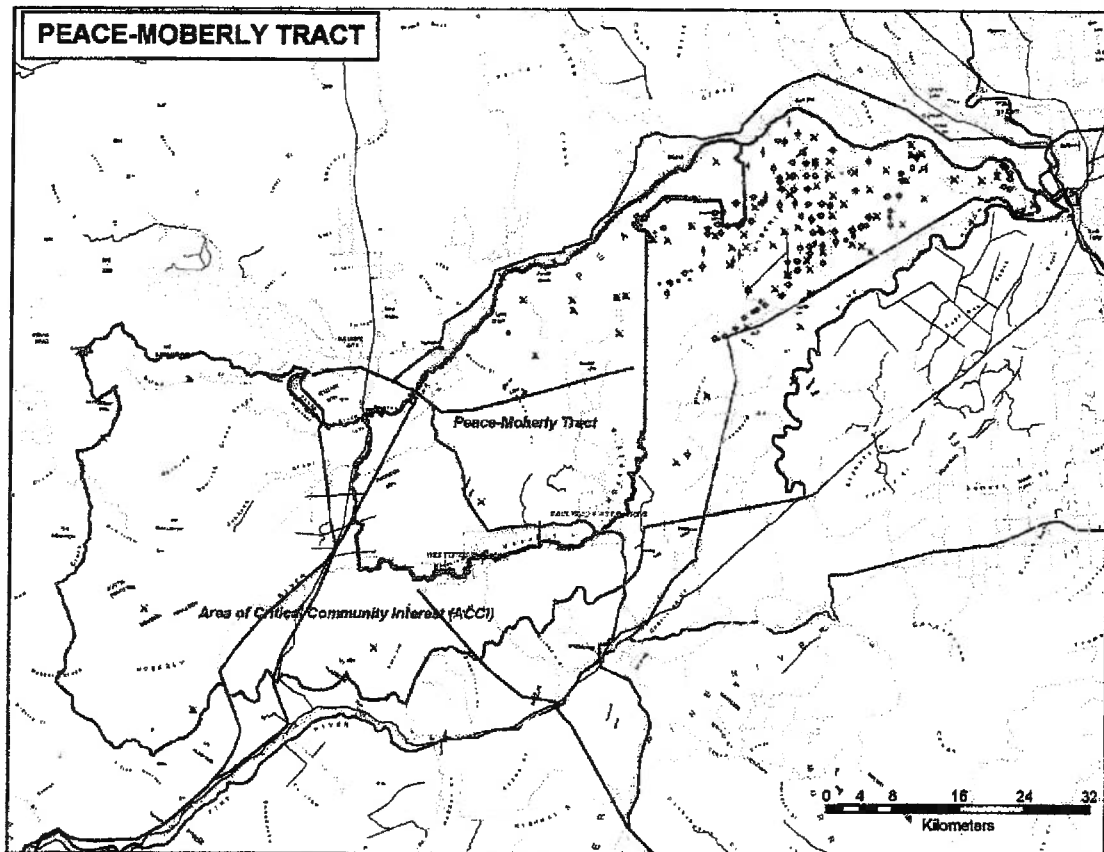


SCHEDULE 2

MAP 2A- AGREEMENT AREA



MAP 2B – Peace Moberly Tract



SCHEDULE 3 - G2G FORUM

1. GENERAL

- 1.1 The G2G Forum is a bilateral committee of Saulteau First Nations and the Province of British Columbia.
- 1.2 The G2G Forum is comprised of the G2G Executive and the G2G Working Group who will oversee and implement, respectively, the Agreement and in doing so will continue to build the government-to-government relationship envisioned by the Parties.

2. SCOPE OF RESPONSIBILITIES OF G2G FORUM

- 2.1 The scope of the responsibilities of the G2G Forum includes:
- a. Implementation of the Agreement
 - Establishing terms of reference for the G2G Forum.
 - Setting direction and oversees the work defined by any Agreement Implementation Plan.
 - Identifying working groups required to support implementation of the Agreement and assigns projects or tasks to working groups as appropriate.
 - Updating the Agreement Implementation Plan as required.
 - Undertaking periodic review of the objectives of the Agreement and makes recommendations respecting formal amendment, as needed.
 - Briefing the Parties on the progress of the implementation of the Agreement.
 - b. Implementation of Land Measures
 - Provides guidance and monitors the implementation of the work plans developed pursuant to Schedule 6 to ensure the timely recommendation of the Land Measures.
 - c. Information Sharing & Dialogue
 - Facilitates information sharing between the Parties related to land and resource management and associated issues, and where appropriate with other Treaty 8 First Nations and stakeholders including non-aboriginal organizations.
 - d. Strategic Initiatives
 - Identifies and undertakes analysis of strategic issues and initiatives in a manner that advances reconciliation of the Parties' interests, or supports informed decision-making, including:

- A Moose Management Framework to be developed by the Moose Working Group;
 - Overseeing the development of recommendations to establish the Land Measures
 - Initiating proactive projects, including pilot projects, that may inform recommendations to a Statutory Decision Makers, and
 - Other initiatives as agreed to by the G2G Forum.
- e. Dispute Resolution
 - G2G Executive and G2G Working Group will undertake their responsibilities related to disputes under Part 13 and under the Part 8 (Issue Resolution) of the Engagement Process.

SCHEDULE 4 - ENGAGEMENT PROCESS

Part 1: Engagement Process Definitions

1.1 Definitions. In this Schedule:

Activity or Activities: subject to section 7.3, means proposed land and resource activities in the Agreement Area that are:

- a. set out in an Application, or group of related Applications, and which may have adverse impacts on SFN Treaty Rights; or
- b. contemplated by a Provincial Agency, including strategic level decisions such as a high level decision or planning process, which may have or could lead to adverse impacts on SFN Treaty Rights; or
- c. agreed to by the Parties;

Activity Table: means the table set out in *Appendix 6*;

Agreement Area: means the area outlined in orange on the map attached in Schedule 2, Map 2a;

Applicant: means any person, corporation, society, entity or agency, including the Province and any agent of the Province, that makes or plans to make an Application;

Application: means an application in respect of an Activity that is submitted to a Provincial Agency including the application document, any material for an amendment, renewal or replacement approval, and all available supporting material submitted by the Applicant;

Business Day: means any day other than Saturday, Sunday, National Aboriginal Day, statutory holidays and December 15th to January 1st;

Agreement: means the New Relationship and Reconciliation Agreement entered into between SFN and the Province, as amended from time to time in accordance with its terms;

Decision: means a decision with respect to an Application or an Activity;

Discussion Period: means a 20 Business Day period for the Standard Engagement Level per sections 7.21-7.26, or a 45 Business Day period for the Complex Engagement Level per sections 7.35-7.41, including any timeline extensions;

Engagement Activities: means those activities set out in *Appendix 4* undertaken where agreed in the Standard Level and as part of an Engagement Plan in the Complex Level as part of the Engagement Process;

Engagement Coordinator: means an individual appointed by each Party in accordance with section 4.3 and having the responsibilities described in sections 4.4-4.8;

Engagement Level or Level: means the Information Only Level, the Streamlined Level, the Standard Level, the Complex Level and the Custom Engagement Process described in Part 7 and *Appendix 4*, and are intended to refer to the depth of engagement and opportunity for discussion in relation to Activities and the potential for impacts to SFN Treaty Rights.

Engagement Level Modifiers: means those modifiers to an Engagement Level set out in *Appendix 5*;

Engagement Plan: means the document developed by the Parties in accordance with sections 7.35-7.38;

Engagement Process: means the process(es) with the purposes and principles set out in Part 2 of the Agreement and engagement objectives and processes established by the Parties under this Schedule;

G2G Forum: has the responsibilities set out in Part 3 and Schedule 3 of the Agreement;

Initial Impact Review: means the initial assessment and selection of Engagement Level conducted by the Provincial Representative in accordance with section 7.4;

Initial Response: means the information provided, using the Shared Engagement Record, by SFN to the Province within the Initial Response Period in accordance with section 7.10;

Initial Response Period: means the 15 Business Day period that begins one Business Day after the Referral Package is sent to the SFN electronically or 3 Business Days after the Referral Package is sent by regular mail, together with any time extension under section 7.15;

Issue Resolution Process or Issue Resolution: means the process described in Part 8;

Implementation Date: The date upon which this Schedule becomes fully operational which the Parties intend to be March 31, 2016 or as agreed;

Provincial Agency: means a provincial ministry that is signatory to this Agreement.

Provincial Representative: means the individual identified in a Referral Package in accordance with section 4.1 as the primary contact person for a Provincial Agency in relation to an Activity for the purposes of the Engagement Process;

Referral Package: means the information to be provided by a Provincial Representative to the SFN Representative in accordance with *Appendix 2*;

SFN Treaty Rights: means the rights of the SFN as an adherent to Treaty No. 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

Shared Engagement Record: means the document and attachments created during the Engagement Process, utilizing the placeholder set out in *Appendix 1*, that is provided to a Statutory Decision Maker for consideration at the conclusion of the Engagement Process;

Statutory Decision Maker: means the person or entity authorized under provincial legislation to make decisions regarding an Application or Activity; and

Timeline Extension Principles: means those timeline extension principles set out in *Appendix 3*.

Part 2: Process Purpose and Principles

A. Context

- 2.1. The Engagement Process is a cornerstone of the new relationship between the Province and SFN, as part of the New Relationship and Reconciliation Agreement, and is intended to:
- a. strengthen the Parties' relationship and ability to work together going forward;
 - b. support durable working relationships between the Parties at the operational level; and
 - c. provide linkages where necessary to the G2G Forum.

B. Purpose

- 2.2. The purposes of this Engagement Process are to:
- a. Facilitate meaningful engagement and, if appropriate, accommodation with respect to land and resource decisions within the Agreement Area that may potentially adversely impact SFN Treaty Rights;
 - b. Establish a process that will inform efforts to balance the development of lands and resources with opportunities for the exercise of SFN Treaty Rights;
 - c. Establish and implement an efficient, effective, and meaningful approach to engagement that:
 - i. fosters respect for and recognition of Treaty No. 8;
 - ii. will facilitate the Province's fulfilment of its legal obligation to consult, and where appropriate accommodate, in respect of Decisions;
 - iii. is systematic, transparent and adaptable to the needs of specific circumstances;
 - iv. fosters collaboration, innovation and sustainable development;
 - v. encourages the alignment of values, wherever possible;
 - vi. protects and sustains relationships;
 - vii. optimizes the use of SFN and provincial engagement resources;
 - viii. integrates and functions consistently with any other agreements that may be negotiated between SFN and the Province; and
 - ix. is co-ordinated across sectors.

C. Engagement Objectives

- 2.3. The Engagement Process will be guided by the following objectives:
- a. To understand each other's respective interests and priorities in relation to proposed Activities;
 - b. To credibly assess the nature and seriousness of potential impacts of proposed Activities on SFN Treaty Rights;
 - c. To identify and evaluate options to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of SFN Treaty Rights;

- d. To allocate engagement efforts to Activities that are more complex and have greater potential impacts on SFN Treaty Rights;
- e. To be responsive to new tools or processes jointly developed by the Parties with respect to cumulative effects management; and
- f. To make informed recommendations on options to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of SFN Treaty Rights; and
- g. To seek to fulfill the purposes of the Engagement Process.

Part 3: Information Sharing

- 3.1. Saulteau First Nations and Provincial Engagement Coordinators and Representatives, with any invited guests, will hold an information sharing session once per calendar year to discuss land and resource information and to provide:
 - a. any reports on Decisions made on Information Only category Activities from the previous year;
 - b. relevant new information or reports that the Province has developed in the previous year; and
 - c. other information as agreed.
- 3.2. Once per calendar year, SFN may request, and subject to section 3.3, BC will provide additional information relevant to assessing the potential effects of Activities within the Agreement Area such as:
 - a. updated fish and wildlife population and habitat information;
 - a. air quality and water quality analyses;
 - b. biodiversity studies; and
 - c. updated spatial information, such as updated biophysical layers, new tenures and infrastructure.
- 3.3. For greater certainty, nothing in this Part obligates the Province to:
 - a. undertake any additional studies or data analysis that are not provided for within existing program authorities and approved budgets;
 - b. provide information that has already been provided to SFN during consultation or through implementation of the Agreement; or
 - c. provide information that is not reasonably available.
- 3.4. For greater certainty, nothing in this section prevents SFN from requesting additional information as part of an Engagement Process.
- 3.5. The information sharing under this section will be coordinated with information provided under the Regional Coal Agreement, section 4.19, to avoid duplication.

Part 4: Engagement Roles and Responsibilities

A. Representatives:

- 4.1. The Representatives, both Provincial Representatives and SFN Representatives, are the primary contacts in the Engagement Process and are responsible for implementing the day-to-day engagement processes, including:
 - a. learning about and understanding the Engagement Process;
 - b. proposing initial Engagement Levels for Activities in accordance with Engagement Tools;
 - c. reaching agreement on Engagement Levels;
 - d. planning and participating in Engagement Activities;
 - e. providing initial and basic problem solving throughout the Engagement Process; and
 - f. facilitating involvement of other appropriate agencies and parties in the Engagement Process.
- 4.2. The Representatives may:
 - a. seek support from the Engagement Coordinators for training and with respect to procedural issues arising in the Engagement Process;
 - b. raise implementation issues or challenges, or issues with interpretation or understanding of the process to the Engagement Coordinators; and
 - c. appoint a delegate or alternate in their absence.

B. Engagement Coordinators:

- 4.3. Each Party will assign an Engagement Coordinator to oversee the Engagement Process, and may change their Engagement Coordinator from time to time and will notify the other Party in writing.
- 4.4. The Engagement Coordinators have primary oversight for Engagement Process implementation and are responsible for:
 - a. coordinating the Engagement Process in accordance with this Agreement;
 - b. coordinating and facilitating implementation resources and activities;
 - c. ensuring respective staff are trained to implement the Engagement Process;
 - d. assisting the Representatives and other staff as needed with:
 - i. proposing initial Engagement Levels,
 - ii. reaching agreement on Engagement Levels,
 - iii. interpreting and understanding the Engagement Process and Agreement,
 - iv. basic problem solving throughout the Engagement Process, and
 - v. setting up meetings for Complex Processes or Custom Engagement Processes at either Party's request;
 - e. supporting early resolution of procedural issues;
 - f. facilitating the Issue Resolution Process;

- g. identifying strategic level issues arising from the Engagement Process and raising those to the G2G Forum for discussion;
 - h. reporting any implementation issues to the G2G Forum; and
 - i. annual reporting to the G2G Forum on implementation of the Engagement Process in accordance with any appropriate performance measures developed in the Implementation Plan.
- 4.5. Each Engagement Coordinator will appoint an alternate and may delegate his/her responsibilities to ensure that the Engagement Process functions effectively in her/his absence.
- 4.6. The Engagement Coordinators may attend G2G Forum meetings to provide a link between the Engagement Process and G2G Forum.
- 4.7. The Engagement Coordinators will meet at least twice per calendar year, or as necessary, to discuss:
 - a. the effectiveness of engagement during the Initial Response and/or Discussion Periods;
 - b. the potential sequence, type, and volume of Referral Packages if any, which may be sent to SFN over the next 6 months;
 - c. working with Representatives to improve implementation and coordination, including scheduling regular meetings where possible;
 - d. the Parties' current engagement workloads;
 - e. unusual volumes of Referral Packages and/or cycles of Activities;
 - f. unforeseen circumstances impacting either Parties' ability to engage effectively;
 - g. the needs and time sensitivities associated with any specific Activities;
 - h. how to address any of the matters agreed to in accordance with section 4.8; and
 - i. examples of tenure and permit conditions that Statutory Decision Makers have applied to address First Nation interests and where information is available the effectiveness of those conditions.
- 4.8. The Engagement Coordinators will discuss and may agree to address any matter outlined in section 4.7, including how to:
 - a. address any significant Referral Package backlogs;
 - b. efficiently deliver Referral Packages to SFN, including scheduling;
 - c. coordinate with cultural events;
 - d. consider other improvements to consultation generally and on specific Activities; and
 - e. initiate discussions related to the development of natural resources within a larger landscape, which may contain multiple Activities, and may be further considered by the G2G Forum.

Part 5: Engagement Tools

- 5.1. The Parties will use the following engagement tools as part of the Engagement Process:
 - a. Shared Engagement Record (*Appendix 1*);

- b. Referral Package Description (*Appendix 2*);
 - c. Timeline Extension Principles (*Appendix 3*);
 - d. Engagement Level Table (*Appendix 4*);
 - e. Modifier Table; any applicable Engagement Level Modifiers (*Appendix 5*);
 - f. Activity Table (*Appendix 6*); and
 - g. Other tools that may be agreed to by the Engagement Coordinators.
- 5.2. The Parties may develop and agree on a map-based engagement tool identifying key values and areas.

A. Shared Engagement Record

- 5.3. The Parties will develop a Shared Engagement Record template to be completed by the Implementation Date that the Parties will use to document the Engagement Process. This template may be modified at any time by agreement of the Engagement Coordinators.
- 5.4. Both the Provincial and SFN Representatives will have opportunity to review, and if they choose, add comments, recommendations or attachments to the Shared Engagement Record during the Engagement Process.
- 5.5. Either Party may add information to the Shared Engagement Record, will not make any changes to the other Parties' documented information without the consent of that Party, and will clearly identify their Parties' respective contributions.
- 5.6. The Provincial Representative will ensure that the following are documented in the completed Shared Engagement Record:
 - a. the Engagement Level;
 - b. whether the Engagement Level was modified;
 - c. results from Engagement Activities;
 - d. a record of communications;
 - e. comments, recommendations or attachments added by SFN under section 5.4;
 - f. a summary of the SFN and Provincial views on the potential impacts to SFN Treaty Rights;
 - g. the Parties' agreed-to or individual recommendations to avoid, mitigate or otherwise accommodate such impacts;
 - h. any consultation records provided by the Applicant;
 - i. disagreements and the results of the Issue Resolution Process in relation to those disagreements;
 - j. timeline extensions; and
 - k. other relevant information provided by the Parties.

B. Referral Package

- 5.7. The Provincial Representative will send a Referral Package to SFN containing the information set out in *Appendix 2* (Referral Package) for each Activity that has been

assigned an initial Engagement Level of Streamlined Process, Standard Process or Complex Process.

C. Communications

- 5.8. Where practicable the Province and the SFN will use e-mail in providing to the other Party all documents and written communications associated with the Engagement Process, including Referral Packages, Shared Engagement Records, responses, requests for time extensions, proposals to change the Engagement Level, and notifications of disagreements.

Part 6: Recommendations

- 6.1. Any recommendation made by the Province or the SFN related to an Activity that is subject to the Engagement Process will:
- a. be set out in the Shared Engagement Record;
 - b. give full consideration to all relevant, reasonably available information respecting the potential impact of the Activity on the exercise of SFN Treaty Rights;
 - c. be consistent with the Engagement Objectives in section 2.3; and
 - d. propose measures to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of SFN Treaty Rights.
- 6.2. Recommendations regarding an overall decision related to an Activity that is subject to the Engagement Process may include:
- a. authorize without conditions;
 - b. authorize with conditions;
 - c. decline;
 - d. resubmit with additional information;
 - e. site inspections; or
 - f. defer.
- 6.3. For greater certainty, where appropriate to avoid or mitigate impacts on SFN Treaty Rights, recommendations for permit conditions that provide for measures in addition to those that may otherwise be imposed to meet legislative requirements may be proposed and considered;
- 6.4. Where the Parties are unable to reach agreement on recommendations related to an Activity that is subject to the Engagement Process, the Parties may submit individual recommendations in the Shared Engagement Record or either Party may choose to seek Issue Resolution under Part 8.
- 6.5. Nothing in this Schedule prevents the Statutory Decision Maker from requiring or participating in further engagement or engagement activities.

Part 7: Engagement Process

A. Scope

- 7.1. The Engagement Process is initiated by a Provincial Representative:
 - a. on receipt of an Application; or
 - b. when the Province is contemplating an Activity.
- 7.2. Where an Activity has multiple associated Applications, engagement can be coordinated to include all Applications within a single engagement process.
- 7.3. The Engagement Process does not apply to:
 - a. Coal Related Activities as that term is defined in the Regional Coal Agreement;
 - b. Oil and Gas Activities or disposition of oil and gas Tenures as those terms are defined in the Oil and Gas Consultation Agreement;
 - c. applications to, or decisions made by, the Environmental Assessment Office;
 - d. any permit, authorization or approval under the Heritage Conservation Act; or
 - e. Activities related to the Site C Clean Energy Project unless otherwise agreed by the Parties.

B. Initial Impact Review and Engagement Level

- 7.4. The Provincial Representative will conduct an Initial Impact Review of the Activity and its potential adverse impact on the exercise of SFN Treaty Rights as follows:
 - a. consider relevant background information and information received from other Provincial Agencies or SFN, where available;
 - b. refer to the Activity Table and select the initial Engagement Level; or
 - c. for an Activity not found in the Activity Table, select the initial Engagement Level based on the most similar Activity in the Activity Table, provided that it is not assigned to the Information Only Level;
 - d. where there are multiple Applications associated with one Activity, select the highest Engagement Level within the Activity Table;
 - e. consider whether any Engagement Level Modifiers may be applicable; and
 - f. provide a summary of, and rationale for, the Province's initial views on potential impacts (higher engagement levels may require more detailed explanations).
- 7.5. The Provincial Representative will initiate engagement with SFN by sending the Referral Package to SFN for Initial Response. The Initial Response Period begins one Business Day after the Referral Package is sent to SFN electronically or, where necessary, 3 Business Days after the Referral Package is sent by regular mail. An SFN request for additional time due to delays in receiving the referral package will not be unreasonably denied.
- 7.6. The Provincial and SFN Representatives will follow the process set out below for each Engagement Level:
 - a. Streamlined Process, see sections 7.16-7.18,

- b. Standard Process, see sections 7.19-7.30,
- c. Complex Process, see sections 7.31-7.45, or
- d. Custom Engagement Process, see sections 7.46-7.54.

C. Information Only Level

- 7.7. Information Only Level includes Activities the Parties have agreed do not require engagement prior to a Decision.
- 7.8. Where identified in the Activity Table, or as requested by SFN, the Province will report on Information Only Decisions made during the previous year or other time period agreed by the Parties.

D. Initial Response Period (15 Business Days): Streamlined, Standard and Complex

- 7.9. The SFN Representative will review the Referral Package and will respond to the Provincial Representative as soon as possible if there are concerns regarding the completeness of information in the Referral Package.
- 7.10. The SFN Representative will provide an Initial Response to the Provincial Representative, within the 15 Business Day Initial Response Period, using the Shared Engagement Record. The Initial Response may:
 - a. confirm the Engagement Level, or propose a change to the Engagement Level;
 - b. identify SFN interests in the area;
 - c. identify SFN Treaty Rights potentially impacted by the proposed Activity;
 - d. recommended any measures to avoid, mitigate, or otherwise accommodate, as appropriate; and
 - e. include SFN's proposed Engagement Activities as outlined in *Appendix 4* for Standard and Complex Level Processes.
- 7.11. Where the SFN Representative proposes a different Engagement Level they will provide the Provincial Representative with a supporting rationale that is consistent with the Engagement Level Modifiers and any relevant information on the SFN Treaty Rights potentially affected by the Activity.
- 7.12. The Provincial Representative will review any proposal by the SFN Representative to change the Engagement Level and will:
 - a. confirm the change to the Engagement Level; or
 - b. reply to SFN Representative to indicate any disagreement with the change to Engagement Level.
- 7.13. The Provincial Representative will not unreasonably deny any SFN request to change an Engagement Level.
- 7.14. Where the Provincial Representative disagrees with a SFN proposal to elevate an Engagement Level, the Provincial and SFN Engagement Coordinators will work together, to attempt to reach agreement on an appropriate Engagement Level. If agreement is not reached, engagement proceeds at the Engagement Level initially

assigned by the Provincial Representative and the Provincial Representative will document the disagreement in the Shared Engagement Record for consideration in Issue Resolution, if such a process is initiated under Part 8.

Timeline Extension for Initial Response

- 7.15. Prior to the expiry of the Initial Response Period, the SFN Representative, and/or Engagement Coordinator, may request and provide a rationale for an extension for up to 5 Business Days, which the Provincial Representative will not unreasonably deny.

E. Streamlined Process

- 7.16. Where engagement proceeds at the Streamlined Process Level, the Provincial Representative will seriously consider the SFN Initial Response, complete the Shared Engagement Record, including any recommendations consistent with Part 6, and forward it to the Statutory Decision Maker.
- 7.17. Where engagement proceeds at the Streamlined Process Level, if SFN does not provide an Initial Response by the conclusion of the Initial Response Period, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Decision Period

- 7.18. Where SFN has provided an Initial Response for a Streamlined Process Level, the Province will notify the SFN Engagement Coordinator of the outcome of any Decision related to that Activity.

F. Standard Process

- 7.19. If SFN does not provide an Initial Response by the conclusion of the Initial Response Period in relation to an Activity that was assigned a Standard Process Engagement Level, the Provincial Representative will contact the SFN Representative to confirm whether or not SFN intends to provide a response.
- 7.20. After follow up under section 7.19, if SFN does not provide an Initial Response, and has not requested a timeline extension under section 7.15, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Standard Level Discussion Period (20 Business Days)

- 7.21. Where the Engagement Process proceeds at the Standard Process Level and SFN has provided an Initial Response, the Provincial Representative will initiate the Discussion Period by returning the Shared Engagement Record to the SFN Representative with proposed recommendations in accordance with Part 6.
- 7.22. A Discussion Period is required for all Activities that have been assigned a Standard Engagement Level and to which SFN has provided an Initial Response, unless SFN has indicated in the Initial Response that a Discussion Period is not required.

- 7.23. The Parties have 20 days for a Standard Level Discussion Period, except:
- a. if the time period is extended in accordance with the Timeline Extension Principles described in *Appendix 3*, or
 - b. if SFN indicates in their Initial Response that a Discussion Period is not required.
- 7.24. The Parties may undertake one or more of the Engagement Activities for Standard Level Engagement set out in *Appendix 4*, to seek agreement on recommendations, and will document the process and discussions in the Shared Engagement Record on an on-going basis in accordance with sections 5.3-5.6.
- 7.25. The Provincial Representative will share the completed Shared Engagement Record, including consensus and individual recommendations, with SFN by the end of the Discussion Period.
- 7.26. The Provincial Representative will forward the completed Shared Engagement Record, including consensus and individual recommendations and the results of any Issue Resolution Process, to the Statutory Decision Maker for consideration.

Standard Level Timeline Extensions

- 7.27. After the Initial Response, either the SFN or the Provincial Representative may request an extension of the Discussion Period in accordance with the Timeline Extension Principles in *Appendix 3*. Such a request will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

Standard Level Decision Period

- 7.28. Where SFN has provided an Initial Response for a Standard Engagement Level, the Province will notify the SFN Representative of the Decision related to that Activity.
- 7.29. When requested by SFN or when an Activity is subject to the Issue Resolution Process and is not resolved by agreement, the Province will provide the SFN Representative with written reasons for the Decision, including how SFN concerns were addressed and incorporated and a reasonable explanation of why any SFN recommendations were not adopted.
- 7.30. When requested for specific Activities by SFN and, subject to any applicable privacy or confidentiality restrictions under provincial law, the Province will provide SFN with copies of authorizations documents for Activities that were subject to a Standard Level Engagement Process.

G. Complex Process

- 7.31. A Discussion Period is required for all Activities that have been assigned a Complex Process Engagement Level and to which SFN has provided an Initial Response, unless SFN has indicated in the Initial Response that a Discussion Period is not required.
- 7.32. The Discussion Period is 45 Business Days for an Activity that has been assigned a Complex Process Engagement Level, unless such time period is extended in accordance with the Timeline Extension Principles.

- 7.33. If SFN does not provide an Initial Response by the conclusion of the Initial Response Period in relation to an Activity that was assigned a Complex Process Engagement Level, the Provincial Representative will contact the SFN Representative to confirm whether or not SFN intends to provide a response.
- 7.34. After follow up under section 7.33, if SFN does not provide an Initial Response, and has not requested a timeline extension under section 7.45, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Complex Level Discussion Period (45 Business Days)

- 7.35. Where SFN has provided an Initial Response, the Provincial Representative will initiate the Discussion Period by returning the Shared Engagement Record to the SFN Representative with a draft Engagement Plan that will include:
- a. Engagement Activities that the Province proposes be completed during the Discussion Period;
 - b. any Engagement Activities that SFN proposed in the Initial Response; and
 - c. suggested completion dates for the proposed Engagement Activities.
- 7.36. As soon as practicable after receipt of the draft Engagement Plan, the Representatives will:
- a. meet or otherwise engage via email, phone, video-conference, or other agreed upon means to discuss the draft Engagement Plan;
 - b. exercise reasonable efforts to agree upon all elements of the draft Engagement Plan, in keeping with the Shared Engagement Objectives, using the Engagement Activities set out in *Appendix 4*; and
 - c. note any elements of the draft Engagement Plan that they do not agree upon and the reasons why in the Shared Engagement Record for potential consideration in the Issue Resolution Process, if such a process is initiated in accordance with Part 8.
- 7.37. If a disagreement arises between the Representatives concerning the Engagement Plan, the SFN or Provincial Representative will advise the SFN and Provincial Engagement Coordinators accordingly and the Provincial Engagement Coordinator and the SFN Engagement Coordinator will meet as soon as practicable and attempt to resolve the issue and document the results in the Shared Engagement Record for consideration in Issue Resolution, if such a process is initiated under Part 8.
- 7.38. The Parties will implement all agreed upon components of the Engagement Plan to seek agreement on recommendations, and will document the process and discussions in the Shared Engagement Record on an on-going basis in accordance with sections 5.3-5.6.
- 7.39. The Provincial Representative will share the completed Shared Engagement Record, including consensus and individual recommendations, with the SFN Representative by the end of the Discussion Period unless they agree otherwise.
- 7.40. The Discussion Period will conclude at the earlier of (a) the Representatives' agreement or (b) provision of the completed Shared Engagement Record to the SFN Representative in accordance with section 7.39.

- 7.41. The Provincial Representative will forward the completed Shared Engagement Record, including consensus and individual recommendations and the results of any Issue Resolution Process, to the Statutory Decision Maker for consideration.

Complex Level Decision Period

- 7.42. The Province will notify the SFN Engagement Coordinator of the Decision related to an Activity that was subject to Complex Process Engagement Level.
- 7.43. Unless otherwise agreed, the Province will provide the SFN Engagement Coordinator with written reasons for decision, including how SFN concerns were addressed and incorporated and a reasonable explanation of why any SFN recommendations were not adopted.
- 7.44. When requested by SFN, the Province will provide SFN with copies of authorization documents for Activities that were subject to a Complex Level Engagement Process, subject to any applicable privacy or confidentiality restrictions under provincial law.

Complex Level Timeline Extension

- 7.45. After the Initial Response, either the SFN or the Provincial Representative may request an extension of the Discussion Period in accordance with the Timeline Extension Principles in *Appendix 3*. Such a request will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

H. Custom Engagement Process

- 7.46. The Parties recognise that some large scale complex projects require a flexible, customised engagement process.

Custom Engagement Process Criteria

- 7.47. The Parties will implement the Custom Engagement Process where an Activity meets the following criteria:
- a. the Activity is identified as Custom Engagement Level in the Activity Table; or
 - b. is a reviewable project under the *Environmental Assessment Act*; or
 - c. involves multiple Activities with concurrent processes that may result in a high risk of impacts to SFN Treaty Rights that cannot be adequately addressed under the Complex Engagement Level; or
 - d. is the subject of an independent technical review for major projects initiated by SFN and an Applicant that will help to inform the engagement process; or has been designated as a major project by the Province; or
 - e. by recommendation of the G2G Working Group or the G2G Executive.

Information Sharing and Process Development

- 7.48. The Province will initiate the Custom Engagement Process by notifying SFN of the Activity and identifying the Provincial lead and asking SFN to confirm who will be the lead for SFN.

- 7.49. The provincial Engagement Coordinator or the Provincial lead will share the following information with SFN as soon as practicable after providing the notice under section 7.48:
- a. the general location and the nature of the Activities;
 - a. the provincial authorizations that may be required for the Activities; and
 - b. the Provincial Agencies that may be involved in provincial authorizations for the Activities.
- 7.50. The Provincial and SFN leads will establish a custom working group (working group) and will hold an initial meeting of that working group to discuss:
- a. initial views on the potential impacts of the proposed Activities, including potential impacts on SFN Treaty 8 Rights;
 - b. initial views on the potential benefits of the proposed Activities to SFN and others;
 - c. information requirements and measures to support ongoing information sharing;
 - d. work planning to develop an Engagement Process for the Activities, including coordinating to avoid duplication and harmonize timing with:
 - i. other relevant groups, e.g. Mine Development Review Committee, Environmental Assessment committees, Clean Energy Project teams, etc.,
 - ii. SFN and Applicant discussions and agreements,
 - iii. SFN Community outreach,
 - iv. related SFN and provincial activities, and
 - v. other matters as agreed by the Provincial and SFN leads; and
 - e. how best to document and track the Engagement Process.
- 7.51. The Provincial and SFN leads will develop and present the proposed Custom Engagement Process to the Engagement Coordinators for their consideration and approval.
- 7.52. Upon approval by the Engagement Coordinators, the Custom Engagement Process will begin.
- 7.53. The total timeframe for initiating the working group and reaching agreement on a Custom Engagement Process is forty-five (45) Business Days, including completion of the process outlined in section 7.51 above.

Scope of Work for a working group

- 7.54. In developing a work plan and customised Engagement Process for an Activity, the Parties will be guided by the following principles and guidelines:
- a. address all permits and authorizations that are expected to be required for the proposed Activity through one overarching Engagement Process;
 - b. the work plan may be adapted if additional permits are identified during the engagement process;
 - c. structure Engagement to enable phased permitting and bundling of decisions;
 - d. involve SFN as an active participant of committees or structures that exist for the purposes of technical review;

- e. issues that are beyond the scope of the technical reviews are transferred to the working group. Such issues may include:
 - i. cumulative effects,
 - ii. impacts to SFN Treaty Rights which may require accommodation beyond that which can be achieved at the technical level,
 - iii. SFN Interests, or
 - iv. other issues as agreed.
- f. Where no committee or structure exists for the purposes of technical review, the working group will undertake engagement at both a technical and non-technical level;
- g. For clarity, where a proposed Activity is subject to an environmental assessment as provided for under the *Environmental Assessment Act*:
 - i. the purpose of the working group is to undertake engagement on authorizations other than the environmental assessment certificate and to deal with issues that are beyond the scope of the environmental assessment process, and
 - ii. the working group will typically be formed prior to the issuance of an *Environmental Assessment Act*, section 10 order, which initiates the environmental assessment process, unless otherwise agreed to by the Engagement Coordinators.

Part 8: Issue Resolution

- 8.1. The Issue Resolution Process is applicable to:
 - a. Standard, Complex and Custom Engagement Processes only; and
 - b. disagreements regarding a Party's recommendation or set of recommendations upon completion of the Discussion Period.
- 8.2. For certainty, if applicable the Issue Resolution Process may include a consideration of any disagreements associated with the Engagement Level that was followed or the development and implementation of the Engagement Plan.
- 8.3. Either Party may initiate the Issue Resolution Process:
 - a. no later than 5 business days after the Provincial Representative sends the completed Shared Engagement Record to SFN electronically; and
 - b. by notifying the other Party's Engagement Coordinator of the issue in the Shared Engagement Record, including a summary of the disagreement and the efforts made to resolve it.
- 8.4. Within 10 Business Days of receipt of the notification in accordance with section 8.3.b, or some other time period agreed upon by the Engagement Coordinators, the Engagement Coordinators will convene an issue resolution discussion and attempt to resolve the issue.
- 8.5. If the issue is resolved, the Engagement Coordinators will document the resolution in the Shared Engagement Record and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.

- 8.6. If an issue remains unresolved after an issue resolution discussion by the Engagement Coordinators held in accordance with section 8.4, the Engagement Coordinators will, within 5 Business Days of the discussion, document and summarize their resolution attempts in the Shared Engagement Record and inform the G2G Working Group Co-Chairs in writing of the issue by providing them with the Shared Engagement Record.
- 8.7. Within 10 Business Days of receipt of a written notice of an unresolved issue in accordance with section 8.6, or some other time period agreed upon by the G2G Working Group Co-Chairs, the G2G Working Group Co-Chairs will make reasonable and expedient efforts to resolve the issue and may seek guidance from the G2G Executive.
- 8.8. If the issue is resolved, the G2G Working Group Co-Chairs will document the resolution in the Shared Engagement Record and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.
- 8.9. For Custom Engagement or for Complex Level engagements by agreement of the G2G Working Group Co-Chairs, issues that remain unresolved under section 8.7 may be submitted to the G2G Executive for a final attempt at resolution.
- 8.10. If an issue remains unresolved, both Parties will, within 5 Business Days of the conclusion of the process by the G2G Working Group Co-Chairs or G2G Executive, document the outstanding points of disagreement for information purposes and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.

Part 9: Implementation

- 9.1. The Parties agree to complete the following Engagement Tools by the Implementation Date or by other date as agreed by the Parties; and completion of these tools is required for final implementation of the Engagement Process to occur:
 - a. Activity Tables;
 - b. any Engagement Level Modifiers; and
 - c. Shared Engagement Record.
- 9.2. The Parties will develop a Schedule 4 Implementation Plan, including actions for transition from the current method of engagement.
- 9.3. The Parties agree to implement the Schedule 4 Implementation Plan within 6-8 months of the Effective Date, or as agreed by the Parties, which will include:
 - a. Exploring or agreeing to a phased implementation approach;
 - b. Jointly developing engagement tools;
 - c. Jointly developing training materials;
 - d. Planning for initial and ongoing annual training sessions and/or annual relationship-building sessions;
 - e. Developing performance measures and monitoring systems;
 - f. Identifying the method and means of Referral Package delivery;
 - g. Respective internal implementation actions;

- h. Regular monthly meetings, or as agreed, prior to the Implementation Date and for an agreed upon period after the Implementation Date; and
 - i. Other implementation tasks as agreed.
- 9.4. The Engagement Process will be fully operational on the Implementation Date or by other date as agreed by the Parties.

Part 10: Continuous Improvement

- 10.1. The Parties are committed to continuous improvement in order to better meet the Engagement Objectives of the Engagement Process in the implementation of the Engagement Process.
- 10.2. The Parties efforts towards continuous improvement should be adaptive and solution-oriented, and may take into account lessons learned and agreed upon best practices.
- 10.3. The Engagement Coordinators may agree to actions to resolve issues or improve the Engagement Process, including:
 - a. developing new implementation strategies;
 - b. test new tools and strategies by piloting new approaches;
 - c. planning relationship building activities or training events;
 - d. others as appropriate.
- 10.4. Recommendations for improving the effectiveness of the Engagement Process may also be submitted to the Engagement Coordinators in writing at any time by either Party's Representatives. The Engagement Coordinators will review such recommendations on an annual basis as a component of the annual reporting process under section 11.2.

Part 11: Performance Monitoring

- 11.1. Within one year of Schedule 4 coming into force, the Parties will make reasonable efforts to develop and establish performance measures to enable the Engagement Coordinators to report on the effectiveness of the Engagement Process in meeting the objectives of this Schedule.
- 11.2. The Engagement Coordinators will report annually to the G2G Working Group regarding the effectiveness and performance of the Engagement Process.
- 11.3. As part of the performance monitoring occurring in accordance with section 11.1, the Parties may agree to have an independent evaluation of the Engagement Process prepared at reasonable intervals.
- 11.4. Unless otherwise agreed, the cost of any independent evaluation that may be agreed to in accordance with section 11.3 will be shared equally by the Parties.
- 11.5. The Parties will consider the results of any assessments under sections 11.1 to 11.4 related to the effectiveness of the Engagement Process and may make recommendations for amendments to improve it.

Part 12: Amendments

- 12.1. The Engagement Coordinators may discuss proposed amendments to the Engagement Process, including any appendices, and may refer proposed amendments to the G2G Working Group for their consideration and approval. When necessary, the G2G Working Group may refer proposed amendments to the G2G Executive for final approval.
- 12.2. Where new tools or processes are jointly developed by the Parties, including for cumulative effects management, the G2G Forum will discuss and the Parties may agree to amend the engagement processes accordingly.
- 12.3. Where they agree that an amendment to this Schedule, including modifying or developing new engagement tools, is necessary, the Engagement Coordinators will submit a written recommendation to the G2G Working Group Co-Chairs for endorsement.
- 12.4. Where agreed to by the G2G Executive, the Parties will be advised of minor amendments to Schedule 4, in accordance with Part 18 of the Agreement.

Part 13: Proponent Engagement

- 13.1. The Province will encourage Applicants to engage and build respectful relations with SFN and discuss Applications with SFN.
- 13.2. For Activities requiring Complex Process or Custom Engagement Process Levels, the Province will encourage the Applicant to engage with SFN in advance of submitting an Application for the Activity.
- 13.3. The Province may, with 10 Business Days prior notice to SFN, and after providing SFN with an opportunity to comment, delegate specific procedural aspects of the Engagement Process to an Applicant, including provision of information about:
 - a. proposed Activities;
 - b. site access;
 - c. wildlife, ecosystem and other environmental values; and
 - d. any proposed mitigation measures.
- 13.4. If the Province delegates specific procedural aspects of the Engagement Process to an Applicant in accordance with section 13.3, SFN will make reasonable efforts to undertake a respectful dialogue with the Applicant concerning the delegated matters.
- 13.5. For certainty, delegation of specific procedural aspects of the Engagement Process in accordance with section 13.4 does not release the Province from its obligation to engage with SFN in relation to the Activity in accordance with this Schedule.
- 13.6. The Province will lower the Engagement Level otherwise applicable to an Activity where an Applicant has undertaken specific aspects of the Engagement Process and SFN has sent the Province a written request to lower the otherwise applicable Engagement Level.
- 13.7. If SFN and an Applicant enter into an Agreement and voluntarily provide the Province with all or part of that agreement or any related information on a confidential basis, the Province will:

- a. hold all such information as strictly confidential and not disclose that information except with the written consent of SFN and the Applicant or as required by law, unless that information is in the public domain; and
- b. consider including any mitigation measures or other provisions that SFN and the Applicant jointly request be included as a term or condition of any applicable authorization, provided that the mitigation measure or other provision is in accordance with provincial law.

Appendix 1: Shared Engagement Record

Refer to completed tool provided as part of the post-agreement implementation package.

The Shared Engagement Record will include:

- a description of the Activity, including the type of Activity;
- the name and contact information of key Provincial staff and the Provincial Representative;
- the name and contact information of the Applicant;
- any relevant tracking numbers;
- the proposed Engagement Level with a supporting rationale for selecting that Engagement Level;
- any relevant background information related to the modifiers listed in Engagement Level Modifiers *Appendix 5*;
- an Initial Impact Review;
- any preliminary proposed recommendations to address potential impacts; and
- ongoing information sharing through the Discussion Period.

Appendix 2: Referral Package

Streamlined Level Referral Package

- A Referral Package for an Activity assigned to the Streamlined Level will include:
 - the Shared Engagement Record;
 - a copy of the Application, where applicable;
 - a digital survey plan in a GIS compatible digital file of the proposed Activity, as available, or mapping at an appropriate scale;

Standard or Complex Referral Package

- A Referral Package for an Activity assigned to a Standard or Complex Level will include:
 - the Shared Engagement Record;
 - a copy of the Application, where applicable;
 - the consultation log kept by the Applicant where it can be reasonably obtained;
 - for staged Projects, for example where there is an exploration stage, make note of concerns raised by SFN during consultation for the previous stage;
 - Management objectives associated with any potentially impacted WHA, OGMA, UWR, or similarly designated area;
 - relevant background information on the Activity and a description of current activities and any known plans of the Applicant associated with the proposed Activity, where that information can be reasonably obtained by the Province;
 - comments on or assessments of the Activity made by other provincial government agencies where relevant and reasonably available;
 - a description of the Activity as set out in the Application and Authorizations required; and
 - either a digital survey plan with a GIS compatible digital file, as available, of the Activity or both an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) identifying the location and details of the Activity.

Appendix 3: Timeline Extension Principles

- The Parties will use reasonable efforts to meet Engagement Process timelines.
- The Engagement Process Timelines will not function such that they interrupt or prevent effective engagement and decision making.
- Foreseeable timeline extension requirements for Activities within the Standard and Complex Levels should be discussed and agreed to by the Parties as early in the process as possible, where possible.
- The Parties may request an extension to the Discussion Period timelines consistent with the following criteria and principles:
 - the Activity involves potentially significant impacts on SFN Treaty Rights that cannot be adequately considered within the timeframes established for the Discussion Period;
 - both Engagement Coordinators agree that a timeline extension is required to achieve the Engagement Objectives;
 - information that the Parties have agreed is a necessary component of the Engagement Process and could be reasonably acquired to support the process will not be available within the timeframe of the Discussion Period;
 - the Activity is subject to a timeline of another process;
 - a reasonable timeframe has been agreed to as part of a Complex Level Engagement Plan for the extended Discussion Period; or
 - the Provincial Representative or Provincial Engagement Coordinator has not undertaken or completed an Engagement Activity in accordance with an agreed to engagement level timeline, including undertaking or completing the matters described in section 7.35 as soon as practicable.
- A request for a timeline extension that is consistent with the Timeline Extension Principles will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

Appendix 4: Engagement Level Table

| Considerations | Information Only | Streamlined | Standard | Complex | L4 |
|--|---|--|---|--|--|
| Description | As agreed and reflected in the Activity Table | Low potential impacts on T8 Rights | Moderate potential impacts on T8 Rights | High potential impacts on T8 Rights | Moderate-to-High potential impacts on T8 Rights |
| Engagement Timelines: | | | | | |
| Initial Response Period | N/A | 15 | 15 | 15 | 15 |
| Discussion Period | N/A | N/A | 20 | 45 | Customized |
| Engagement Activities: <i>In addition to information exchange, the Parties may agree to apply one or more of the listed engagement activities, to help achieve the engagement objectives. Engagement activities appropriate for one level may be applied in another level where necessary.</i> | <ul style="list-style-type: none"> No Engagement Annual Reporting and/or by request | <ul style="list-style-type: none"> Information exchange in writing using the Shared Engagement Record (SER) | <ul style="list-style-type: none"> Information exchange in writing using the SER. Coordinated Activity review process Joint technical meetings Additional gathering of available information Site visits where reasonable to meet Shared Engagement Objectives | <ul style="list-style-type: none"> Information exchange in writing using the SER Engagement Planning Any Standard Level, Engagement Activities Traditional Use Studies Technical studies or assessments Mitigation Plans prepared by a Qualified Professional Meetings with Statutory Decision Makers Archaeological assessments where necessary to meet Engagement Objectives | <ul style="list-style-type: none"> As agreed by the Parties |

Appendix 5: Engagement Level Modifiers

Engagement Level Modifiers Table

See the Activity Table in Appendix 6 below, prior to considering Engagement Level Modifiers.

Engagement Levels applicable to the various Activities set out in Activity Table, *Appendix 6* may be modified up or down based on the modifiers listed below and subject to the following:

- a. the modifiers do not apply to the Engagement Level "Information Only;"
- b. activities identified as Complex Level in the Activity Table, *Appendix 6* cannot be modified up a level;
- c. activities identified as Streamlined Level in the Activity Table, *Appendix 6* cannot be modified down a level; and
- d. Modifiers do not apply to the Parks section of the Activity Table, *Appendix 6*.

Where applicable increase or decrease an Activity's Engagement Level by one level only (with no further modification), provided that an Activity is not modified down to Information Only or modified up to a level above Complex.

If the Parties develop and agree on a map-based engagement tool identifying key values and areas, that map-based engagement tool could inform the application of Engagement Levels and could result in changes to, or deletion of, the modifiers.

Appendix 6: Activity Table

Activity Table

See the Engagement Level Modifier Table in Appendix 6 above, to determine if the engagement level needs to change.

SCHEDULE 5 - MOOSE MANAGEMENT FRAMEWORK

1. Purpose and Scope

- 1.1 The purpose of the Moose Management Framework is to establish a collaborative and transparent approach to managing moose populations that:
- a. enhances the Parties' mutual understanding of existing scientific information and traditional knowledge relevant to maintaining healthy and sustainable moose populations;
 - b. establishes a plan for joint research initiatives that contributes to the on-going collection of data and traditional knowledge; and
 - c. establishes mutually agreeable management objectives for moose that will inform Provincial decisions around moose management, including allocation decisions, habitat enhancement efforts, and regulatory measures.
- 1.2 The spatial extent of the Moose Management Framework will be focused on Wildlife Management Units 7-31 and 7-32.

2. Moose Working Group

- 2.1 Upon signing the Agreement the Province and SFN will establish a Moose Working Group with two representatives from each Party, including a trained and experience biologist representing each Party.

3. Joint Research Plan for Moose

- 3.1 The Moose Working Group will endeavour to jointly develop and undertake research projects to support the Parties' shared interest the on-going collection of data and traditional knowledge. Examples of plans and research projects could include:
- a. Moose collaring program in Management Unit 7-31;
 - b. Mortality investigations related to the moose collaring program;
 - c. Updated moose inventory in Management Unit 7-32 or other agreed upon area;
 - d. Plans for the collection of core scientific information for moose, including the field collection of teeth, tissue samples and other field-based data requirements;
 - e. A study that will describe the SFN's harvest requirements ("needs-analysis");
 - f. Moose habitat enhancement projects; and
 - g. Other related projects that may be identified.

4. Collaborative Moose Management Framework

- 4.1 Within 6 months of signing the Agreement the Parties, through the Moose Working Group, will seek agreement on a Collaborative Moose Management Framework that includes:
- a. Principles of wildlife management;
 - b. A process to understand moose populations that integrates traditional knowledge with western science; and
 - c. A work plan to assess population status at a game management unit level, or at a spatial area within a game management unit level, as mutually agreed.
- 4.2 Following agreement on a Collaborative Moose Management Framework, the parties will seek to reach agreement on:
- a. Population status; and
 - b. Population objectives.
- 4.3 Following agreement on objectives, the Parties may identify regulatory proposals and habitat management actions that can be included in the provincial regulatory cycle for consideration of changes.
- 4.4 The joint research and collaborative management initiatives described in section 3.1 will inform Provincial decisions on moose allocations.
- 4.5 During the steps outlined in sections 4.1 through 4.3, the Province and the SFN will, together or apart, consult with third parties and seek to engage other First Nations.
- 4.6 Outcomes for the Province and SFN Collaborative Moose Management Framework may serve to inform a regional moose management planning process. Where it is agreed to be a benefit to both parties, engagement with other First Nations and Stakeholders may be integrated between the regional process and the SFN CMMF process.

SCHEDULE 6 - PROCESS GUIDANCE FOR LAND MEASURES RECOMMENDATIONS

1. Purpose

- 1.1 This Schedule provides direction to the G2G Forum as a guide to the processes required to develop recommendations for Land Measures relating to:
- Expansion to Klin-Se-Za (Twin Sisters) Provincial Park;
 - Peace Moberly Tract
 - Watershed Management Plan or comparable measure for Moberly Lake Watershed;
 - The Carbon Lake/ Battleship Mountain Area, the Moberly River Corridor Area, SFN Trail Networks and Priority Trails, and the Sukunka Area;
 - Other areas to be identified by SFN; and
 - The cultural interrelationship between areas

Expansion to Klin-Se-Za (Twin Sisters) Provincial Park

Objective

Develop recommendations for the expansion of the Klin-Se-Za Provincial Park to a maximum of 20,000 ha under the *Protected Areas British Columbia Act*, and associated measures for the protection of SFN's values in adjacent areas.

Approach to the work:

1. Identify adjacent areas or values for which protection measures are desirable, and note compatibilities with the attributes of a provincial park.
2. Map options for proposed boundaries for park expansion based on available information.
3. Identify the current land uses, licensed activities, and area users, and potential impacts.
4. Refine expansion boundaries as required.
5. Consult with the *Treaty 8 – British Columbia Parks Management Board* pursuant to the *Collaborative Management Agreement for Provincial Parks*, to determine a process by which the G2G Forum and the Parks Management Board can cooperate to achieve the objectives for the Klin-Se-Za (Twin Sisters).
6. Consult about interests and values with other Treaty 8 First Nations that have an interest in the area.
7. G2G Forum review and submission of recommendations to the Northeast Strategy Committee as the mechanism to shepherd park expansion recommendations through provincial administrative requirements.

8. The administrative process to establish legal park designations is the responsibility of BC Parks, Ministry of Environment.

Watershed Management Plan or Comparable Measure for Moberly Lake Watershed

Objective

Develop recommendations for a watershed management plan, strategies, or comparable mechanism, to protect values such as water quality, quantity, and timing of flow, fish habitat and abundance, flood and sedimentation control, and other water values in the Moberly Lake Watershed.

Approach to the work:

1. Initiate a problem analysis to determine the reasons for a 'watershed plan', values at risk, and desired outcomes.
2. Hold bi-lateral meetings to discuss watershed issues and values.
3. Engage with the Moberly Lake community watershed group, as reasonable and appropriate in the circumstances.
4. The G2G Forum should consider whether a) available management responses will address concerns, b) a distinct watershed planning initiative is warranted, or c) a watershed plan can be integrated with any planning undertaken for the PMT.
5. The G2G Forum should review the terms of the existing Strategic Land and Resource Planning Agreement to determine to what extent that agreement may apply to a community watershed planning initiative.
6. Given the above considerations, tailor a management process and outcomes to meet the objectives.

Land Use Measures in Selected Significant Areas

Objective

To identify traditional use areas/sites and special cultural features, and values, to develop recommendations as contemplated under Part 9.

The following areas have been identified for study:

- Carbon Lake /Battleship Mountain Area;
- Moberly River Corridor;
- Trail Networks and Priority Trails;
- Sukunka River, Sukunka Trench and adjacent areas; and
- Other areas to be identified by SFN.

Approach to the work:

1. Conduct a problem analysis that identifies the interests and values that First Nations and the Province have in the areas in question, the geographic location and extent, and the activities on the land that are of concern in relation to the values.
2. Identify common objectives and where there are conflicts.
3. Identify opportunities and solutions that help to maintain traditional activities and reconcile interests, by using the full range of management tools.
4. Test strategies with constituencies, and with licensed users and other affected stakeholders.
5. G2G Forum reviews and recommends management strategies to the responsible provincial decision-makers.

