

shíshálh Nation / British Columbia

**FOUNDATION AGREEMENT ADDENDUM
REGARDING MEDIUM-TERM MILESTONES**



shíshálh Nation



**BRITISH
COLUMBIA**

**Foundation Agreement:
Addendum Regarding Medium-Term Milestones**

Dated August 16, 2024

BETWEEN:

His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation and the Minister of Water Land and Resource Stewardship

(the "Province" or "BC")

AND:

shíshálh Nation on behalf of itself and shíshálh people, as represented by the hiwus (Chief) and Council

("shíshálh Nation")

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

WHEREAS:

- A. shíshálh Nation and the Province entered into the Foundation Agreement in October 2018;
- B. Under the Foundation Agreement, shíshálh Nation and the Province agreed to implement Immediate Measures and committed to negotiating and seeking mandates for medium-term Milestones and long-term Milestones;
- C. Since entering into the Foundation Agreement, the Province enacted the *Declaration Act*, which affirms the application of the UN Declaration to the laws of British Columbia; supports the affirmation of, and building relationships with Indigenous governing bodies; and sets out how the Province intends to meet its commitment to upholding the human rights of Indigenous peoples, including by empowering the Province to enter into consent-based and joint decision-making agreements with Indigenous governing bodies in relation to provincial statutory powers; and
- D. We wish to enter into this Agreement to set out the Medium-Term Milestones that will be implemented by the Parties in furtherance of the commitments in section 5.1 of the Foundation Agreement.

THEREFORE WE AGREE AS FOLLOWS:

PART 1 - DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, the following definitions apply:

"Agreement" means this Foundation Agreement Addendum Regarding Medium-Term Milestones;

"Approved Professional" means a person who is named on a roster established under section 42(2) of the Environmental Management Act to be agreed upon by the Parties;

"BC Housing" means the Crown corporation that develops, manages and administers subsidized housing in the province;

"Best Management Practices" or **"BMP"** has the same meaning as is set out in the Dock Management Plan;

"Block B Land Transfer Agreement" means the Land Transfer Agreement between the Province, shishálh Nation and Kwikwil Holdings Ltd. which is dated for reference December 11, 2023;

[REDACTED]

[REDACTED]

[REDACTED]

"Constitution Act, 1982" means Schedule B to the *Canada Act 1982*, 1982, c 11 (U.K.);

"Cultural Lands" means those lands described in section 3.6;

"Declaration Act" means the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44;

"Designated Company" means a company incorporated under federal or provincial law all the shares of which are legally and beneficially owned, directly or indirectly, by shishálh Nation;

"Dispute" means a disagreement about the interpretation or implementation of this Agreement;

"Dock Management Plan" has the same meaning as is set out in the Foundation Agreement;

"Economic and Community Development Agreement" means an agreement between the Province and a First Nation for sharing the direct mineral tax revenue on new mines and major mine expansions;

"Economic Lands" means those lands described in section 3.7;

"Effective Date" means the date on which this Agreement is signed by both our respective authorized signatories;

"Environmental Assessment Report" means the report(s) described in section 3.9(d);

"Environmental Management Act" means the *Environmental Management Act*, SBC 2003, c 53;

"Fiscal Year" means the period from April 1st of a year to March 31st of the following year;

"Foundation Agreement" means the Foundation Agreement we entered into which is dated for reference October 4, 2018;

"Heritage Conservation Act" means the *Heritage Conservation Act*, RSBC 1996, c 187;

"Indian Act" means the *Indian Act*, RSC 1985, c I-5;

"Immediate Measures" has the same meaning as is set out in the Foundation Agreement;

"Joint Land Use Plan" means the joint land use plan referenced in sections 4.66 and 4.67 of the Foundation Agreement;

"Land Act" means the *Land Act*, RSBC 1996, c 245;

"Long-Term Milestones" means measures to be negotiated by us between the tenth and 25th anniversaries of the Foundation Agreement pursuant to section 5.1 of the Foundation Agreement;

"Lower Crown Reservoir" means a reservoir proposed by the shishálh Nation and Sunshine Coast Regional District located on lands owned by the shishálh Nation, as shown on the map attached as Schedule C;

"Management Plan" has the same meaning as is set out in the Dock Management Plan;

"Marine Foreshore and Lakes Zoning" means a marine foreshore and lakes zoning process to identify and protect areas of importance within shishálh swiya for cultural, food, social, and ceremonial purposes;

“Medium-Term Milestones” means the measures set out in Parts 3 to 16 to fulfill the requirements of section 5.1 of the Foundation Agreement in relation to the negotiation of medium-term Milestones between the fifth and tenth anniversaries of the Foundation Agreement;

“Milestones” has the same meaning as is set out in the Foundation Agreement;

“New Fiscal Framework” means a new Province-wide distinctions-based fiscal relationship and framework that supports the operation of Indigenous governments and new policy frameworks for resource revenue-sharing;

“Property Transfer Tax Act” means the *Property Transfer Act*, RSBC 1996, c 378;

“Property Transfer Tax” means property transfer tax payable pursuant to the Property Transfer Tax Act;

“Red Zone” has the same meaning as is set out in the Dock Management Plan;

“Revenue Sharing Contribution Methodology” means the revenue-sharing contribution methodology set out in Appendix 1 to Schedule E of the Foundation Agreement;

“Shared Decision-Making Process” means the shared decision-making process set out in sections 4.38 to 4.60 and Schedule H of the Foundation Agreement;

“shishálh Lands” has the same meaning as is set out in s. 2(1) of the shishálh Nation Self-Government Act;

“shishálh Nation Self-Government Act” means the *shishálh Nation Self-Government Act*, SC 1986, c 27;

“shishálh swiya” means the territory shown on Schedule A of the Foundation Agreement;

“spipiyus swiya” means the *spipiyus swiya lil xemit tems swiya* (Caren Range Conservation Area) located along the central axis of the Sechelt Peninsula as shown on the map attached as Schedule D;

“UN Declaration” means the *United Nations Declaration on the Rights of Indigenous Peoples*;

“Vancouver Bay Lands” means the lands shown on Schedule E;

“Water Supply Plan” means the water supply plan to be developed for shishálh Lands;

“Watershed Security Fund” means the fund, and the long-term entity that will hold invested funds, to be co-developed and co-governed with First Nations to create a growing, permanent stream of funding to support watershed projects and initiatives across British Columbia; and

“Wilson Creek Lands” means the lands shown on Schedule F.

1.2 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (c) any reference to a statute includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- (d) unless the context otherwise requires, words expressed in the singular include the plural and vice versa;
- (e) any reference to a corporate entity or provincial ministry, agency or entity includes any predecessor or successor to any such entity;
- (f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party;
- (g) in the calculation of time under this Agreement, if the time for doing an act falls or expires on a day that is not a Business Day, the time is extended to the next Business Day; and
- (h) capitalized terms not otherwise defined in this Agreement have the same meaning as in the Foundation Agreement, unless the context requires otherwise.

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

- **Schedule A** [REDACTED] Lands
- **Schedule B** [REDACTED] Lands
- **Schedule C** Lower Crown Reservoir
- **Schedule D** *spipiyus swiya*
- **Schedule E** Vancouver Bay Lands

- **Schedule F** Wilson Creek Lands
- **Schedule G** Dock Management Plan Amendment Provisions
 - Part 1 – Changes to the Dock Management Plan for Existing Docks and Boathouses
 - Part 2 - Other Changes to the Dock Management Plan

PART 2 - PURPOSE

- 2.1 The purpose of this Agreement is to set out the Medium-Term Milestones that we agree to implement to fulfill the requirements of section 5.1 of the Foundation Agreement in relation to medium-term Milestones and the terms and conditions applicable to provision of the Medium-Term Milestones.
- 2.2 We will make best efforts to implement the Medium-Term Milestones set out in this Agreement within five years of the Effective Date.

PART 3 - LANDS

██████████ Lands

- 3.1 The Province recognizes and respects that the ██████████ Lands are invaluable to the shishálh Nation and is committed to continuing to work collaboratively with shishálh Nation to seek to ensure the protection of the ██████████ Lands for future generations.
- 3.2 shishálh Nation acknowledges that to facilitate the protection of the ██████████ Lands, the Province has, ██████████, provided funding directly to shishálh Nation to allow shishálh Nation to attempt to acquire the ██████████ Lands on a willing seller-willing buyer basis and to cover due diligence and transactional costs and expenses, including fees and taxes.
- 3.3 shishálh Nation acknowledges that any unused portion of the funds for due diligence and transactional costs and expenses referenced in section 3.2 will be returned to the Province in accordance with the ██████████ Lands Funding Agreement.

██████████ Lands

- 3.4 Within 18 months of the Effective Date, the Province will make reasonable efforts to purchase the ██████████ Lands on a willing seller-willing buyer basis, subject to shishálh Nation and the Province negotiating and completing:
 - (a) an access agreement that includes terms:

- i) giving shíshááh Nation exclusive access, subject to any registered charges or encumbrances on title to the lands, legislated rights of access by third parties and reasonable terms of access for the Province and its employees, contractors and agents, to the [REDACTED] Lands on an as-is where-is basis upon the Province completing the acquisition of the [REDACTED] Lands and until the fee simple title to the [REDACTED] Lands is transferred to shíshááh Nation by the Province pursuant to the terms of an agreement reached under section 3.4(b);
 - ii) providing that shíshááh Nation will be responsible for securing, operating, maintaining, and repairing, at its own risk and in accordance with applicable laws, the [REDACTED] [REDACTED] Lands including any buildings, facilities or other structures located on those lands;
 - iii) providing that shíshááh Nation will be responsible for the condition of the [REDACTED] Lands, including the environmental condition of the lands;
 - iv) requiring shíshááh Nation to indemnify the Province and obtain applicable insurance in respect of the use of the [REDACTED] Lands, consistent with the Province's standard requirements; and
 - v) requiring shíshááh Nation to be responsible for all property taxes and all costs and expenses relating to the [REDACTED] [REDACTED] Lands; and
- (b) a land transfer agreement to transfer fee simple title to the [REDACTED] [REDACTED] Lands to shíshááh Nation, or a Designated Company, on an as-is where-is basis and in accordance with section 3.11, with a target transfer date in Fiscal Year 2028/2029, subject to all required approvals.

3.5 The Province recognizes and respects that the [REDACTED] Lands are invaluable to shíshááh Nation and, accordingly, the Province will work collaboratively with shíshááh Nation to seek to ensure the protection of the [REDACTED] Lands for future generations, including in the event the Province is unable to buy the [REDACTED] Lands.

Identification and Transfer of Provincial Crown Lands

3.6 Within 18 months of the Effective Date, we will work together to attempt to identify and reach agreement on 100 hectares of provincial Crown lands within shíshááh swiya to be transferred to shíshááh Nation or a Designated Company in fee simple for cultural use purposes.

- 3.7 Within 18 months of the Effective Date, we will work together to attempt to identify and reach agreement on 500 hectares of provincial Crown lands within shíshálh swiya to be transferred to shíshálh Nation or a Designated Company in fee simple for economic development purposes.
- 3.8 We acknowledge and agree that the identification and agreement on the Cultural Lands and the Economic Lands will require engagement with local government and a consideration of:
- (a) the interests of third parties;
 - (b) the interests of other Indigenous Nations;
 - (c) land suitability and adjacent land uses;
 - (d) environmental status determined through completion of due diligence;
 - (e) existing authorized uses and interests; and
 - (f) other reasonable interests to each of us as may be identified.
- 3.9 We will negotiate and attempt to conclude a land transfer agreement that enables the transfer of the Cultural Lands and the Economic Lands on an as-is where-is basis and, subject to section 3.11, in accordance with the terms of a land transfer agreement to be negotiated, once the following is completed:
- (a) the Cultural Lands and the Economic Lands are identified and agreed to under sections 3.6 and 3.7;
 - (b) suitable solutions for interests have been agreed to by the Province and shíshálh Nation;
 - (c) required approvals have been obtained by the Province and shíshálh Nation, including the Province being satisfied that it has undertaken sufficient inter-ministry consultation with respect to the transfer of the Cultural Lands and the Economic Lands;
 - (d) the Province, with input and review from shíshálh Nation on the terms of reference and the Approved Professional to be retained, has obtained and provided to shíshálh Nation a Stage 1, and if reasonably recommended by the Approved Professional, Stage 2 environmental assessment report in respect of the Cultural Lands and the Economic Lands; and
 - (e) after receiving the Environmental Assessment Report under subsection (d), shíshálh Nation confirms that it is prepared to negotiate and attempt to conclude a land transfer agreement with respect to the subject lands

- 3.10 We acknowledge that the Environmental Assessment Report will be provided for information purposes only and on the basis that shishálh Nation will independently review and assess the Environmental Assessment Report and that the Province makes no representation or warranty to shishálh Nation regarding the accuracy and completeness of the Environmental Assessment Report or the engagement and consideration of items listed in section 3.8.

Land Transfer Agreements

- 3.11 We agree that the land transfer agreements to be negotiated under sections 3.4(b) and 3.9 will be in accordance with the applicable ministry's standard terms of transfer for land owned by the Province, but for greater certainty, we agree that the terms of such land transfer agreements will:
- (a) provide shishálh Nation with the option to elect for the lands to be transferred to a Designated Company;
 - (b) not require us to provide more extensive representations and warranties than those contained in Article 4 of the Block B Land Transfer Agreement;
 - (c) provide that the Province will not be released from or indemnified for environmental liabilities that result from acts or omissions of the Province that occur after the applicable lands have been transferred in fee simple to shishálh Nation or a Designated Company; and
 - (d) provide that the Province will be responsible for the same transaction costs that the Province agreed to be responsible for under section 8.1 of the Block B Land Transfer Agreement.

Lands Status

- 3.12 Consistent with the interests of shishálh Nation referenced in section 4.22 of the Foundation Agreement, the Province in principle supports shishálh Nation's goal to have the ██████████ Lands, Wilson Creek Lands and Vancouver Bay Lands, and the ██████████ Lands if they are acquired, added to shishálh Lands once they are acquired.
- 3.13 In addition to section 3.12 and consistent with the interests of shishálh Nation referenced in section 4.22 of the Foundation Agreement, the Province in principle supports shishálh Nation's goal to have the Cultural Lands and Economic Lands added to shishálh Lands, subject to identification of the lands.
- 3.14 To further the goals set out in sections 3.12 and 3.13, we will jointly seek to engage with Canada to attempt to establish a tripartite process to add lands to shishálh Lands by December 31, 2024 and make reasonable efforts to have an agreed-to list of lands currently held by shishálh Nation designated

as shíshálh Lands in accordance with that tripartite process by December 31, 2025.

3.15



Property Transfer Tax

- 3.16 The Province will work with shíshálh Nation to outline the Provincial processes and policies related to shíshálh Nation requests for exemptions and funding for Property Transfer Tax when shíshálh Nation transfers properties to other shíshálh Nation entities and the Province will assist shíshálh Nation in seeking to obtain such exemptions or funding in accordance with Provincial processes and policies.

PART 4 - ECONOMIC DEVELOPMENT

Economic Development Funding

- 4.1 The Province will provide shíshálh Nation with the following payments for economic development purposes as shíshálh Nation determines appropriate, subject to section 5.5
- (a) **\$5.5 million**, payable as soon as practicable after the Effective Date;
 - (b) **\$20 million**, payable within the Fiscal Year starting April 1, 2025;
 - (c) **\$8 million**, payable within the Fiscal Year starting April 1, 2026;
 - (d) **\$8 million**, payable within the Fiscal Year starting April 1, 2027; and
 - (e) **\$6.08 million**, payable within the Fiscal Year starting April 1, 2028.

PART 5 - FORESTRY

- 5.1 We recognize that section 4.28 of the Foundation Agreement included a commitment to increase shíshálh Nation's role in the forestry sector, including a goal to acquire replaceable volume amounting to approximately 35% of the annual allowable cut within shíshálh swiya and that shíshálh Nation has been successful in achieving that goal.
- 5.2 We also recognize the Foundation Agreement outlined medium- and long-term forestry Milestones in Schedule K, which we mutually acknowledged may change as circumstances and opportunities change over time.
- 5.3 As a shared interest and to continue to increase shíshálh Nation's participation in the forest economy and to support the viability of the forestry sector in shíshálh swiya, the economic development funds provided to

shíshálh Nation under Part 4 may be used to invest in the shíshálh Nation's forestry businesses through equipment and asset acquisition and improvements.

- 5.4 Additionally, shíshálh Nation may continue to acquire replaceable volume on a willing seller-willing buyer basis using shíshálh Nation-generated revenues or independently acquired funds outside of this Agreement.
- 5.5 shíshálh Nation acknowledges and agrees that the funds provided to shíshálh Nation under Part 4 will not be used by shíshálh Nation to purchase or acquire directly or indirectly additional forestry tenure.

PART 6 - NEW FISCAL FRAMEWORK AND REVENUE SHARING

New Fiscal Framework

- 6.1 The Province acknowledges the importance of deeply engaging with Indigenous Peoples, including shíshálh Nation, on the co-development of the New Fiscal Framework, including resource revenue-sharing and other fiscal mechanisms.
- 6.2 We will continue working together as part of the co-development of the New Fiscal Framework
- 6.3 The work we will undertake together pursuant to section 6.2 will include the co-development of options for a new forestry revenue sharing model.
- 6.4 Subject to future Cabinet and Treasury Board approval of New Fiscal Framework principles and relevant policy frameworks, the Province will deeply engage with shíshálh Nation and other Indigenous Nations, as appropriate, to develop revenue sharing models for additional sectors, including mining of sand, gravel, and aggregates.
- 6.5 Any new revenue-sharing model that is co-developed pursuant to sections 6.3 or 6.4 will reflect the government-to-government relationship between shíshálh Nation, as a self-governing First Nation, and the Province.
- 6.6 If the New Fiscal Framework process does not proceed as set out in sections 6.3 and 6.4, the Province will deeply engage shíshálh Nation on a bilateral basis, before the fifth anniversary of the Effective Date, to explore revenue sharing models for meeting our shared vision in section 3.8 of the Foundation Agreement, subject to the required Cabinet and Treasury Board mandates.

Existing Revenue Sharing

- 6.7 Until such time as the New Fiscal Framework, or a new bilateral revenue-sharing, arrangement for forestry revenue sharing is in place between us, the Province will continue to provide shíshálh Nation with interim forestry revenue

sharing payments during Fiscal Years 2024/2025, 2025/2026 and 2026/2027, calculated in accordance with the Revenue Sharing Contribution Methodology.

- 6.8 If the Province extends its mandate and required approvals to continue to make forestry revenue sharing payments available in accordance with the Revenue Sharing Contribution Methodology in Fiscal Years 2027/2028 and 2028/2029, and the New Fiscal Framework, or new bilateral revenue-sharing arrangement for forestry revenue sharing is not in place between us in those Fiscal Years, the Province will continue to provide shíshálh Nation with interim forestry revenue sharing payments in those Fiscal Years.
- 6.9 We acknowledge that until such time as the New Fiscal Framework, or new bilateral revenue-sharing arrangement for mineral mining is in place between us, we have the option to enter into an Economic and Community Development Agreement in accordance with existing provincial policies and procedures to facilitate the sharing of Provincial revenues generated by any mineral mine in shíshálh swiya that is operational and generating Provincial revenues.

PART 7 - LAND USE PLANNING

Joint Land Use Plan

- 7.1 We agree to complete the Joint Land Use Plan by no later than December 31, 2026, or such other date as may be mutually agreed to, and as soon as practicable after completion of the Joint Land Use Plan, to undertake the necessary approval processes required to have the Joint Land Use Plan presented and considered by our respective decision-makers including, in the case of the Province, by Cabinet.
- 7.2 We agree to present the Joint Land Use Plan to our respective decision-makers for approval by March 31, 2027.
- 7.3 We agree that as part of the Joint Land Use Plan, we will:
 - (a) address shíshálh Nation's concerns regarding mining within the *spípiyus swiya* and surrounding area;
 - (b) complete the Marine Foreshore and Lakes Zoning; and
 - (c) provide guidance for boathouse requirements for existing boathouses in fresh and marine foreshore, including residential, commercial, group, strata, community and institutional moorage.

- 7.4 We agree that as part of implementing the Joint Land Use Plan, we will:
- (a) explore putting in place interim measures, such as Land Act or other designations, to protect areas of importance for shishálh cultural, food, social and ceremonial purposes; and
 - (b) use the Marine Foreshore and Lakes Zoning to inform foreshore rehabilitation work within shishálh swiya.

Future Land Use Planning

- 7.5 The Province will seek the necessary mandates and funding for studies for the following additional planning initiatives when the Joint Land Use Plan is submitted to Cabinet in accordance with section 7.1:
- (a) joint watershed planning for priority watersheds within shishálh swiya that we identify together; and
 - (b) joint recreational planning for priority areas within shishálh swiya that we identify together.
- 7.6 The Province will support shishálh Nation in seeking funding from the Watershed Security Fund to support studies for watershed planning in the Fiscal Year 2024-2025.
- 7.7 Pursuant to section 4.67 of the Foundation Agreement, we will meaningfully engage with local governments, stakeholders and the public to inform development of the planning initiatives undertaken in accordance with sections 7.1 and 7.5.

PART 8 - MITIGATION, INVENTORY, AND REHABILITATION WORK

Restoration

- 8.1 The Province will provide the following funding to shishálh Nation for the establishment of a restoration fund for environmental and cultural restoration work within shishálh swiya:
- (a) **\$1,900,000**, payable as soon as practicable after the Effective Date;
 - (b) **\$220,000**, payable within the Fiscal Year starting April 1, 2025;
 - (c) **\$220,000**, payable within the Fiscal Year starting April 1, 2026;
 - (d) **\$220,000**, payable within the Fiscal Year starting April 1, 2027; and
 - (e) **\$210,000**, payable within the Fiscal Year starting April 1, 2028.

8.2 The restoration projects funded through the payments under section 8.1 will be identified by shíshálh Nation in its sole discretion and may include the following areas:

- (a) Sakinaw Lake estuary;
- (b) Oysters Bay mud flats;
- (c) fish traps at Anderson Creek;
- (d) eel grass and kelp beds throughout shíshálh swiya; and
- (e) McLean Bay restoration.

Environmental and Ecological Studies

8.3 As soon as practicable after the Effective Date, the Province will provide funding in the amount of **\$500,000** to shíshálh Nation for carrying out environmental and ecological studies, in shíshálh Nation's sole discretion, which may include the following:

- (a) Sakinaw Lake critical habitat;
- (b) old growth connectivity; and
- (c) old growth recruitment.

8.4 shíshálh Nation agrees that if the study on Sakinaw Lake critical habitat referenced at section 8.3(a) is completed, it will be made public to support further work on this topic.

8.5 shíshálh Nation agrees to collaborate with the Province on the methodology and design of studies under section 8.3 where those studies are intended to inform the development of the Joint Land Use Plan, forest landscape planning, dock management initiatives or other collaborative co-management initiatives.

Collaborative Monitoring and Enforcement

8.6 In order to support our shared goal of increasing collaborative monitoring and enforcement in shíshálh swiya, subject to the development and agreement to the five-year strategy and workplan under section 8.7 and annual workplans under section 8.8, the Province agrees to allocate staff and funding for 60 days of collaborative field work between shíshálh Nation and the Province for each of the five Fiscal Years after the Effective Date starting April 1, 2025.

8.7 To further the goal set out in section 8.6, the Province will provide the following funds for collaborative work between shíshálh Nation and the Province, subject to the development of and agreement on a five-year

strategy and workplan setting out the necessary staff and resource contributions to be made by shíshálh Nation toward the collaborative monitoring and enforcement program:

- (a) **\$170,000**, payable within the Fiscal Year starting April 1, 2025;
- (b) **\$100,000**, payable within the Fiscal Year starting April 1, 2026;
- (c) **\$100,000**, payable within the Fiscal Year starting April 1, 2027; and
- (d) **\$100,000**, payable within the Fiscal Year starting April 1, 2028.

8.8 To further the goal set out in section 8.6, the Province will provide the following funds for the annual monitoring and compliance program, subject to the availability of funds and the development of an agreement on annual workplans setting out the necessary staff and resource contributions to be made by shíshálh Nation toward the collaborative monitoring and enforcement program:

- (a) **\$90,000**, payable within the Fiscal Year starting April 1, 2025;
- (b) **\$50,000**, payable within the Fiscal Year starting April 1, 2026,
- (c) **\$50,000**, payable within the Fiscal Year starting April 1, 2027, and
- (d) **\$50,000**, payable within the Fiscal Year starting April 1, 2028.

8.9 We agree to negotiate and attempt to reach agreement on a longer-term shared compliance and enforcement agreement.

PART 9 - HOUSING AND CLIMATE RESILIENCY

Improving Housing for shíshálh People

- 9.1 The Province acknowledges that shíshálh Nation has experienced barriers to access BC Housing funds to develop, build and provide housing for shíshálh people and that shíshálh Nation has urgent housing needs.
- 9.2 The Province commits to seeking \$25 million in Provincial funding for shíshálh Nation to address shíshálh Nation housing needs.
- 9.3 If shíshálh Nation is not able to access all or a portion of the funds for housing contemplated under section 9.2, the Province will work with shíshálh Nation to attempt to enable shíshálh Nation to access climate change resiliency program funds up to \$25 million, or the difference of the housing funds accessed under section 9.2 up to \$25 million in total funds.
- 9.4 We acknowledge that climate change resiliency is connected to shíshálh Nation housing needs, and that climate change resiliency funding will support

shíshálh Nation advancing climate change preparedness through upgrades to existing buildings and infrastructure to better manage for changes in weather and sea level rise in the decades to come.

PART 10 - CONSENT-BASED DECISION-MAKING

Declaration Act Section 7 Decision-Making Agreements

- 10.1 We will work together to identify a topic for a decision-making agreement under section 7 of the Declaration Act, and the Province will seek the required Cabinet approval to negotiate that Declaration Act agreement by October 31, 2025.
- 10.2 In addition to the Declaration Act agreement referenced under section 10.1, we will work together to identify another topic for a decision-making agreement under section 7 of the Declaration Act and the Province will seek the required Cabinet approval to negotiate that agreement by June 30, 2026.
- 10.3 The Declaration Act agreements to be negotiated under sections 10.1 and 10.2 will be related to the exercise of a statutory power of decision under Provincial legislation and will identify the geographic scope of the agreements within shíshálh swiya and will include a consideration of the interests of other affected Indigenous Nations.
- 10.4 Our work under the Declaration Act agreements to be negotiated under sections 10.1 and 10.2 will be guided by the following principles:
 - (a) decision-making processes must be premised on and advance:
 - i) the recognition and implementation of shíshálh Nation's Title and Rights;
 - ii) respect for and implementation of shíshálh Nation's self-governance rights and jurisdiction; and
 - iii) reconciliation between shíshálh Nation and the Province;
 - (b) decision-making processes must ensure that decision-makers can make informed decisions in a manner that incorporates shíshálh knowledge;
 - (c) decision-making processes must be predictable, transparent and administratively fair and decision makers must be accountable for their decisions;
 - (d) shíshálh Nation's and the Province's decision-making processes must be effective and coordinated; and

- (e) the Declaration Act agreements must be informed by stakeholder interests.

PART 11 - EXCLUSIVE DECISION-MAKING

shíshálh Nation Exclusive Decision-Making

- 11.1 After the Declaration Act agreements referenced in Part 10 are approved by Cabinet and in effect, we will work together to identify a topic for shíshálh Nation exclusive decision-making in shíshálh swiya and the Province will use best efforts to seek within five years of the Effective Date the required Cabinet approval to negotiate an agreement for exclusive decision-making on that agreed-to topic.
- 11.2 For certainty, an agreement under section 11.1 is subject to section 22 of Schedule P of the Foundation Agreement.

PART 12 - CULTURAL DECISION-MAKING

Heritage Conservation Act Amendments

- 12.1 We share the goal of protecting shíshálh Nation's cultural heritage resources within shíshálh swiya.
- 12.2 In order to support our shared goal of protecting shíshálh Nation's cultural heritage resources, the Province will meaningfully engage with shíshálh Nation through the provincial process established to review and amend the Heritage Conservation Act, subject to the Province's continued commitment to this work during the five-year period following the Effective Date.

PART 13 - RECOGNITION OF TITLE

Recognition of shíshálh Aboriginal Title

- 13.1 We agree to negotiate and attempt to reach an agreement recognizing shíshálh Nation's Aboriginal title within shíshálh swiya.
- 13.2 Finalization of an agreement under section 13.1 is subject to each of us obtaining required approvals including, in the case of the Province, Cabinet and, if applicable, Treasury Board approval.
- 13.3 If we negotiate an agreement under section 13.1 and each of us obtains required approvals, we will work together to develop and recommend legislation to the Legislature of British Columbia implementing the agreement.

Working With Canada

- 13.4 We recognize Canada's roles and responsibilities in the recognition and implementation of shíshálh Nation's Aboriginal title and will work

collaboratively with Canada to seek their participation in the negotiations and as a party to the agreement under section 13.1 and to develop and recommend federal legislation implementing an agreement negotiated under section 13.1.

- 13.5 For greater certainty, the Province's commitments under this Part are not conditional on Canada's participation in the negotiations or on Canada becoming a party to the agreement negotiated under section 13.1.

PART 14 - CULTURE AND LANGUAGE

Strengthening shíshálh Nation's Culture and Language

- 14.1 We share the goal of ensuring that shíshálh Nation's culture and language continue to thrive.
- 14.2 To support the ongoing revitalization of shíshálh Nation's culture and language, the Province agrees to provide payments to shíshálh Nation in the following amounts:
- (a) **\$15 million**, to contribute to the construction of a cultural centre, payable as soon as practicable after the Effective Date;
 - (b) **\$200,000**, to be used for infrastructure to support cultural activities, payable as soon as practicable after the Effective Date;
 - (c) **\$300,000**, for language and cultural programming payable as soon as practicable after the Effective Date;
 - (d) **\$350,000**, for language and cultural programming payable within the Fiscal Year starting April 1, 2025;
 - (e) **\$350,000**, for language and cultural programming payable within the Fiscal Year starting April 1, 2026;
 - (f) **\$350,000**, for language and cultural programming payable within the Fiscal Year starting April 1, 2027; and
 - (g) **\$250,000**, for language and cultural programming payable within the Fiscal Year starting April 1, 2028.

shíshálh Place Names

- 14.3 We agree to continue working together through the Relationship and Implementation Forum established under the Foundation Agreement to identify and recommend additional geographical features and locations within shíshálh swiya to be re-named with shíshálh Nation place names.

PART 15 - WATER SECURITY

Water Infrastructure

- 15.1 We acknowledge the role that shísháhlh Nation undertakes in contributing to regional conservation of water resources and other strategies to address water scarcity issues within shísháhlh swiya and that it is important that shísháhlh people have access to reliable and safe sources of water.
- 15.2 As soon as practicable after the Effective Date, the Province will provide **\$1.2 million** in funding to shísháhlh Nation for the purchase and installation of water barrels for shísháhlh peoples' homes on shísháhlh Lands.
- 15.3 As soon as practicable after the Effective Date, the Province agrees to seek access to Provincial program funds to provide shísháhlh Nation with 90 to 95 percent of the funds required for universal metering for connections to buildings, commercial leases and lots on shísháhlh Lands, including the requisite installation and archaeological work.
- 15.4 In addition to the program funds that are to be sought pursuant to section 15.3, as soon practicable after the Effective Date, the Province will provide **\$500,000** in funding to shísháhlh Nation to cover cost-sharing related to the installation of universal meters for buildings on shísháhlh Lands under section 15.3.

Water Supply Plan

- 15.5 As soon as practicable after the Effective Date, the Province agrees to provide shísháhlh Nation with funding in the amount of **\$150,000** to develop the Water Supply Plan.
- 15.6 Within twelve months of the Water Supply Plan being completed, we commit to exploring and seeking funding for solutions to address water issues identified in the Water Supply Plan.
- 15.7 We agree that local governments will need to be engaged when shísháhlh Nation is developing and seeking funds for the implementation of the Water Supply Plan where solutions set out in the Water Supply Plan will have an effect on a regional water strategy.

Lower Crown Reservoir

- 15.8 We commit to working together to engage local government partners to identify funding for the development of the Lower Crown Reservoir, if needed.

PART 16 - IMPLEMENTATION FUNDING

Implementation Funding

- 16.1 The Province will provide funding to shíshálh Nation to implement this Agreement and to support the continuation of government-to-government forums and initiatives under the Foundation Agreement, as follows:
- (a) **\$380,000**, payable as soon as practicable after the Effective Date to address implementation costs from April 1, 2024 to the Effective Date;
 - (b) **\$1.66 million**, payable as soon as practicable after the Effective Date;
 - (c) **\$1.66 million**, payable within the Fiscal Year starting April 1, 2025;
 - (d) **\$1.66 million**, payable within the Fiscal Year starting April 1, 2026;
 - (e) **\$1.66 million**, payable within the Fiscal Year starting April 1, 2027; and
 - (f) **\$1.66 million**, payable within the Fiscal Year starting April 1, 2028.
- 16.2 The Province will provide shíshálh Nation an additional **\$150,000** as soon as practicable after the Effective Date for negotiation support funding to participate in the negotiations contemplated under this Agreement.
- 16.3 For greater certainty, the payments under sections 16.1 and 16.2 are in addition to the amounts provided for elsewhere in this Agreement.

PART 17 - DOCKS

Dock Management Plan

- 17.1 We recognize that managing for dock and boathouse impacts in shíshálh swiya requires a holistic approach and the following contributes toward co-management in shíshálh swiya:
- (a) the monitoring funds provided under sections 8.6 to 8.8, and
 - (b) the restoration fund provided under section 8.1.
- 17.2 Unless we agree otherwise, we will undertake the processes in relation to the Dock Management Plan and substantially amend the Dock Management Plan in accordance with:
- (a) the amendments and processes for existing private docks and boathouses set out in Part 1 of Schedule G; and
 - (b) the amendments and processes for:

- i) new private moorage docks; and
- ii) subject to consideration of the outcome of engagement with interested stakeholders, freshwater docks and boathouses, and commercial docks (including group moorage, strata moorage, and institutional/community docks)

set out in Part 2 of Schedule G.

17.3 We will work together to implement the additional following commitments to support the effective understanding, monitoring and management of docks and boathouse impacts in shishálh swiya:

- (a) as part of the broader annual monitoring and enforcement program referenced in section 8.6:
 - i) develop and begin to implement the dock and boathouse components of the five-year strategy and workplan referenced in section 8.7 no later than October 2, 2024 or such other date as is mutually agreed upon, which will include steps for monitoring the compliance of docks and boathouses in freshwater and marine areas with the Dock Management Plan requirements set out in their authorizations; and
 - ii) follow up in writing with the owners of docks and boathouses within 30 days if docks or boathouses are found to be in non-compliance with the Dock Management Plan requirements set out in their authorizations, to require those owners to address the non-compliance issues;
- (b) to inform work planning for the monitoring and enforcement program as well as the transition to 20-year renewable tenures and boathouses, undertake an inventory of docks and boathouses which will:
 - i) be undertaken pursuant to a work plan that we will develop and begin to implement no later than October 2, 2024; and
 - ii) utilize condition rating criteria that will be made public;
- (c) undertake the following in relation to freshwater lakes in shishálh swiya:
 - i) complete a literature review of dock and boathouse impacts in freshwater lakes;
 - ii) obtain advice from an independent professional biologist on dock and boathouse impacts in freshwater lakes, including

management recommendations for addressing cumulative impacts of docks and boathouses, and best management practices for dock and boathouse design;

- iii) building on the work done to date, undertake critical habitat mapping through a phased approach for all lakes with existing or proposed docks or boathouses within shishálh swiya, starting with Sakinaw Lake;
 - iv) taking into account the results of the literature review, mapping and biologist advice referenced in (i) to (iii), make reasonable efforts to consider and make amendments to the Dock Management Plan by the spring of 2025 to set out mandatory tenure requirements and encouraged best management practices for docks and boathouses in freshwater lakes so that we can begin the transition process to 20-year renewable tenures for freshwater docks and boathouses in shishálh swiya; and
 - v) pause our review of applications for authorizations for freshwater docks and boathouses in shishálh swiya under the Shared Decision-Making Process until the literature review, mapping and biologist advice referenced in (i) to (iii) are completed and any agreed-upon amendments are made to the Dock Management Plan pursuant to (iv) and engagement with owners of docks and boathouses in freshwater has been undertaken;
- (d) develop a work plan no later than August 31, 2024 to undertake, subject to Provincial approval of funding, archaeological assessments in shishálh swiya over the next three years, beginning in the fall of 2024, building on work previously undertaken by us either individually or jointly;
 - (e) develop and begin to implement a work plan no later than October 2, 2024 to undertake, subject to Provincial approval of funding, environmental assessments in foreshore areas across shishálh swiya over the next five years, building on work previously undertaken by us either individually or jointly;
 - (f) over the next five years, for docks and boathouses located in sensitive areas that are protected under the Heritage Conservation Act, including clam beds, clam gardens, fish weirs or canoe skids:
 - i) advise tenure applicants with docks or boathouse located in such areas of those sensitivities;

- ii) consider additional terms and conditions that need to be included in long-term tenures for docks and boathouses that are located in sensitive areas; and
 - iii) consider other zoning tools that could be used to protect such sensitive areas, taking into account the feasibility of rehabilitation;
 - (g) initiate a collaborative review of the Dock Management Plan no later than 2032 to evaluate the effectiveness of, and consider changes to:
 - i) the Dock Management Plan in relation to the protection and restoration of environmental and cultural values in the foreshore; and
 - ii) the Provincial authorization and monitoring regime within the shishálh swiya.
- 17.4 The Province will work to establish an order pursuant to section 10.1 of the Land Act to prohibit tenures for new boathouses in shishálh swiya.
- 17.5 We acknowledge and agree that we will continue to process new and existing applications for dock and boathouse authorizations in the marine foreshore in accordance with the Shared Decision-Making Process.
- 17.6 At the conclusion of the pause on the review of the freshwater applications referenced in section 17.3(c)(v), we acknowledge and agree that we will process new and existing applications in freshwater in accordance with the Shared Decision-Making Process.
- 17.7 Upon request by either of us, we will negotiate and attempt to reach agreement on revisions to the Shared Decision-Making Process as it relates to new and existing dock and boathouse authorizations under the Land Act.
- 17.8 We commit to work through any challenges that may arise in relation to the implementation of the commitments set out in this Part, including in reviewing applications for new and existing dock and boathouse authorizations under the Shared Decision-Making Process.
- 17.9 We recognize that the success of the Dock Management Plan and the additional dock management commitments set out in this Part will be improved by transparency and public understanding and, accordingly, we will create opportunities for building public awareness that may include engagement sessions, consultation, and notification.

Declaration Act Agreement for Docks

- 17.10 We acknowledge and agree that the resumption of any negotiations under section 7 of the Declaration Act related to dock authorizations and the conclusion of any related agreement will include a robust public engagement with local governments and potentially affected stakeholders, and requires a subsequent mandate and legislative amendments to the Land Act.

PART 18 - OTHER MATTERS

Foundation Agreement

- 18.1 We acknowledge that this Agreement is entered into in furtherance of commitments and understandings under the Foundation Agreement and that the Foundation Agreement remains in force and effect, except as expressly amended in accordance with this Agreement.
- 18.2 This Agreement will fulfill the requirements of section 5.1 of the Foundation Agreement in relation to medium-term Milestones, notwithstanding that the Medium-Term Milestones may differ from the medium-term Milestones set out in Schedules K to O of the Foundation Agreement.
- 18.3 This Agreement does not in any way amend, address or affect our obligations in relation to the negotiation of Long-Term Milestones pursuant to the Foundation Agreement or the legal status of the Long-Term Milestones under sections 3 to 5 of Schedule P of the Foundation Agreement.
- 18.4 This Agreement does not in any way amend, address or affect Immediate Measures or our ongoing work to implement Immediate Measures pursuant to the Foundation Agreement.
- 18.5 Sections 1, 2, 6, 7, 9 to 12, 19 to 41, and 43 of Schedule P of the Foundation Agreement apply to this Agreement and are modified as necessary so as to apply to the terms of this Agreement.
- 18.6 shishálh Nation will provide the Province with an annual workplan on or after April 1st of each Fiscal Year, beginning in Fiscal Year 2025-26 and ending in Fiscal Year 2028-29, that outlines the activities associated with the funds provided under this Agreement and how these activities will be achieved, in a form satisfactory to the Province, acting reasonably.
- 18.7 The report provided by shishálh Nation pursuant to section 30(c) of Schedule P of the Foundation Agreement must reference the annual workplan provided under section 18.6, as amended from time to time.
- 18.8 Following receipt and review of the annual workplan referenced in section 18.6 and the report referenced in section 30(c) of Schedule P of the

Foundation Agreement, the Province will provide the funding payable under this Agreement to shishálh Nation.

18.9 For certainty, without limiting section 18.5:

- (a) subject to (b), section 11 of Schedule P of the Foundation Agreement is modified to apply in relation to all land, cash and benefits provided to shishálh Nation under this Agreement, except for the payments made under sections 8.3, 8.7, 8.8, 14.2 (b) through (g), 16.1 and 16.2;
- (b) section 11 of Schedule P of the Foundation Agreement applies to the funding provided under section 8.1 only to the extent it refers to accommodation or reconciliation and that funding does not constitute a component of compensation for impacts on shishálh Nation's Title and Rights;
- (c) section 12 of Schedule P of the Foundation Agreement is modified to apply in relation to all land, cash and benefits provided to shishálh Nation under this Agreement, except for the payments made under sections 8.1, 8.3, 8.7, 8.8, 14.2 (b) through (g), 16.1 and 16.2; and
- (d) the obligation of the Province to make any payments under this Agreement is subject to section 30 (a) to (c) of Schedule P of the Foundation Agreement as modified to refer to the payments under this Agreement.

18.10 For greater certainty, the fiscal resources and economic value of the benefits provided to shishálh Nation under this Agreement, except for the payments under sections 8.1, 8.3, 8.7, 8.8, 14.2 (b) through (g) and 16.1 and 16.2, are a contribution by the Province towards:

- (a) the amount the Province may contribute to any final land claims agreement or other final agreement or constructive arrangement protected by section 35 of the Constitution Act, 1982, that may be reached with shishálh Nation; and
- (b) any court-ordered compensation for infringements of shishálh Nation's Title and Rights.

Federal Involvement

18.11 As the work of reconciliation cannot be done between us alone, we will jointly seek to engage with Canada to attempt to negotiate additional support for some of the Medium-Term Milestones, including Aboriginal title recognition and funding for infrastructure

18.12 Consistent with section 6.1 of the Foundation Agreement we agree that it is important that Canada be involved in future phases of the Foundation

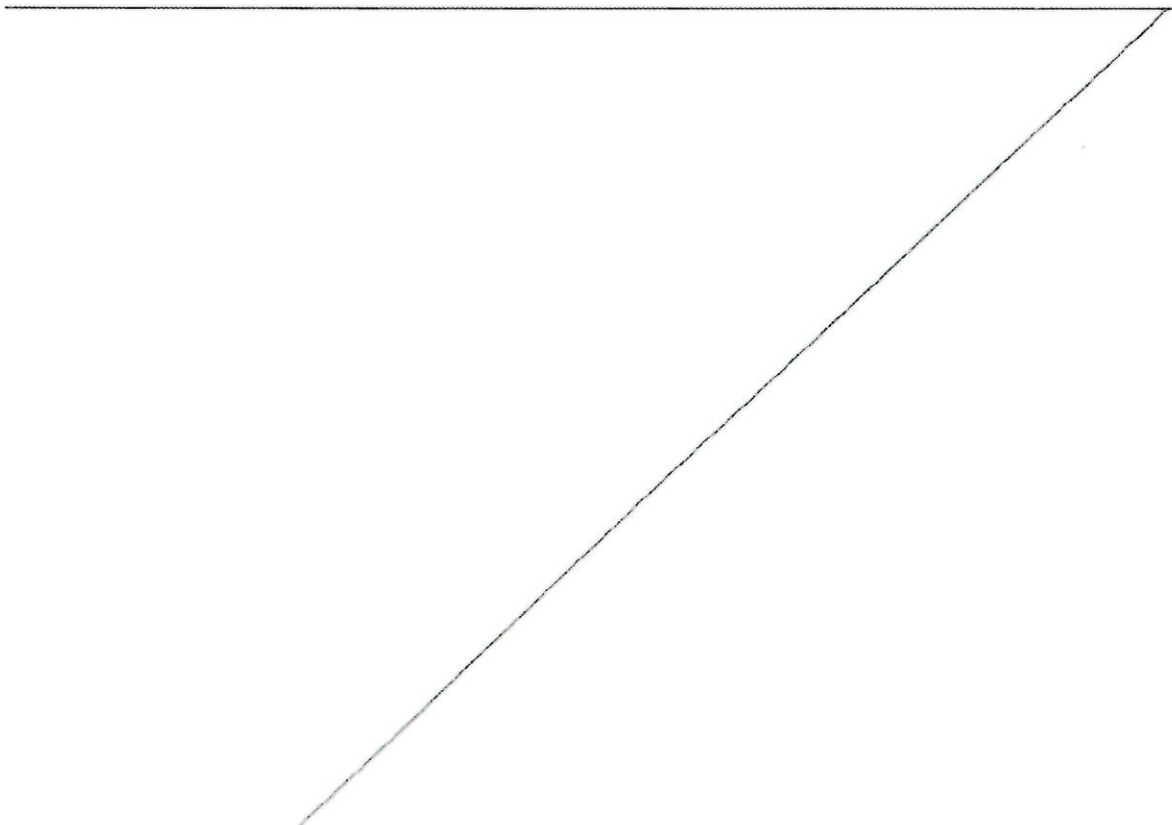
Agreement and we will continue to endeavor to include Canada in our reconciliation efforts.

Dispute Resolution

- 18.13 It is our joint intention to continue to work to strengthen our relationship and advance reconciliation in a negotiated government-to-government agreement, and to attempt to resolve issues outside of adversarial processes, including court proceedings and we remain committed to the dispute resolution processes set out in the Foundation Agreement to resolve any differences in the implementation of both the Foundation Agreement and this Agreement.
- 18.14 We agree to use the dispute resolution processes set out in sections 6.5 to 6.10 of the Foundation Agreement to resolve any Disputes that arise between us in relation to this Agreement.

Engagement

- 18.15 Without limiting the specific commitments to engage with local government and stakeholders set out in this Agreement, we are committed to engaging with local governments and stakeholders in shishálh swiya in relation to any matter under this Agreement and its implementation that may affect them.
- 18.16 We agree that the purpose of local government and stakeholder engagement is to progressively build support for our joint vision and joint pathways throughout the life of the Foundation Agreement and to understand other interests to inform the implementation of this Agreement.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.


Signed on behalf of:
shíshálh Nation



Ihe hīwus yalxwemult
Chief Lenora Joe, shíshálh Nation



hīhewus ch'elkwilwet
Councillor Raquel Joe



hīhewus títuya
Councillor Keith Julius



Witness of shíshálh Nation signatures




hīhewus o'shale
Councillor Rochelle Jones




hīhewus xwa?
Councillor Philip Paul


Signed on behalf of:
Government of British Columbia



Nathan Cullen
Minister of Water, Land and Resource
Stewardship



Murray Rankin, KC
Minister of Indigenous Relations
and Reconciliation

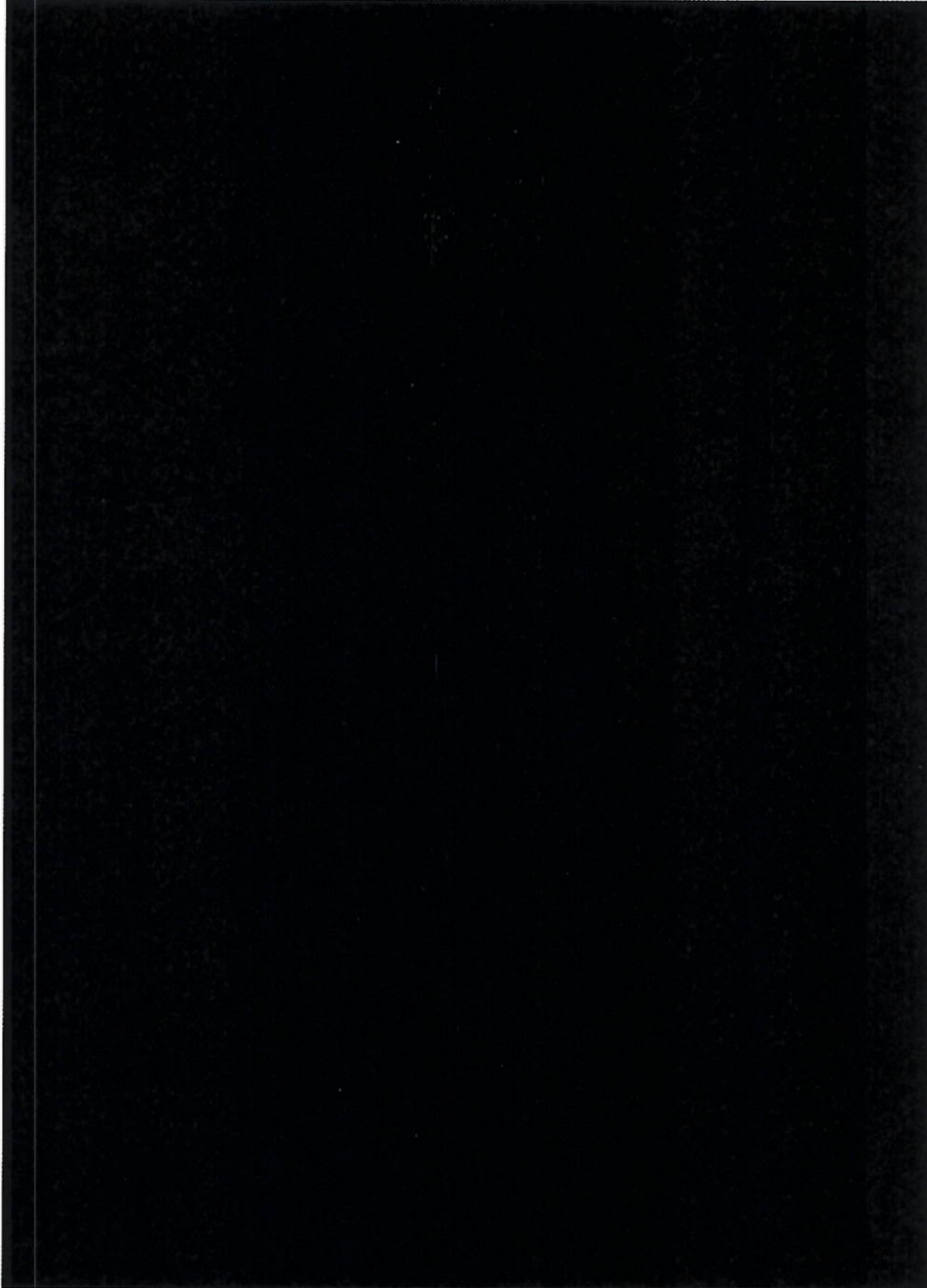


Witness of signature



Witness of signature

SCHEDULE A



SCHEDULE B

[REDACTED]

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SCHEDULE C

Lower Crown Reservoir



SCHEDULE D

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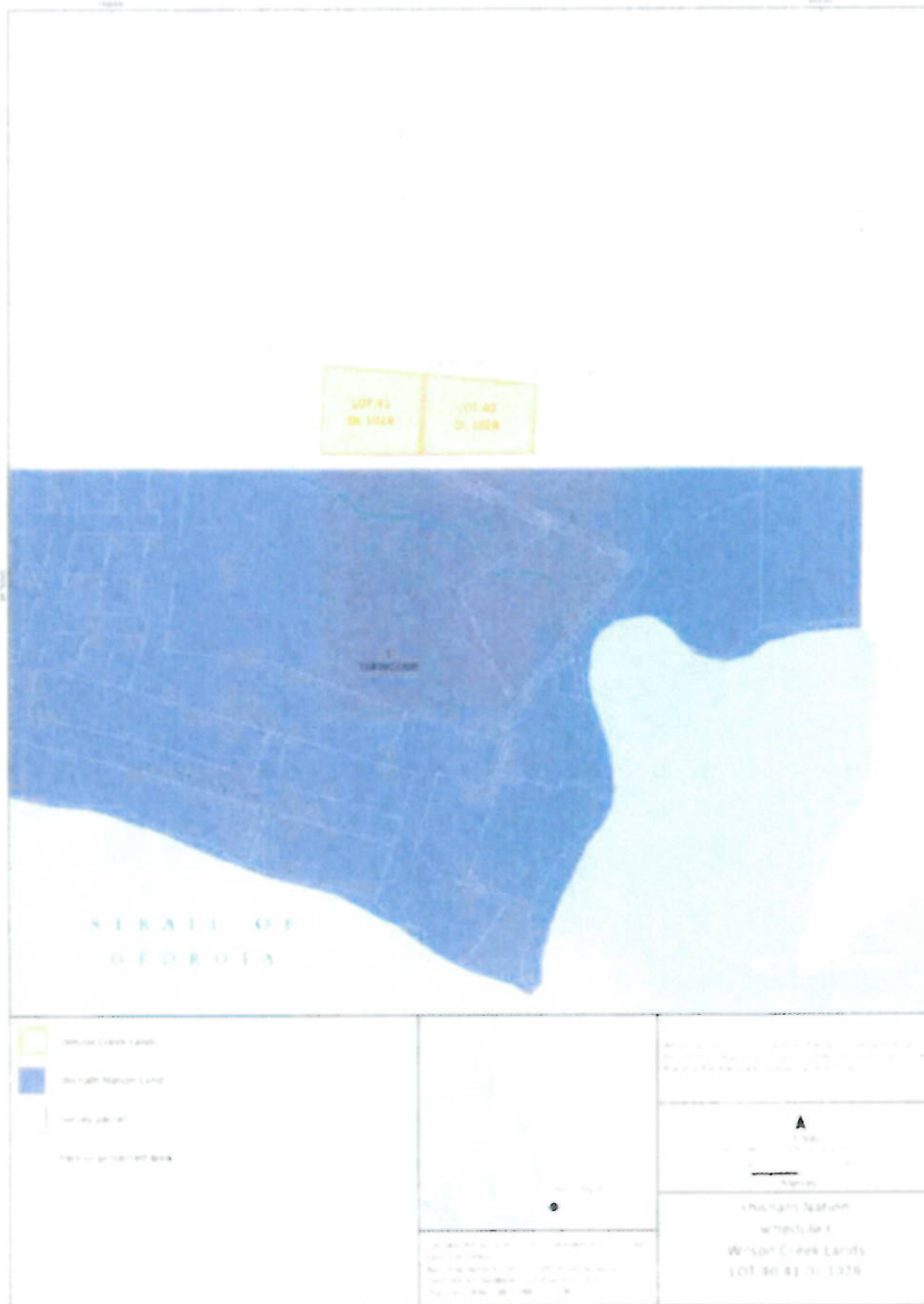
SCHEDULE E

Vancouver Bay Lands



SCHEDULE F

Wilson Creek Lands



SCHEDULE G

Dock Management Plan Amendment Provisions

PART 1 - Changes to the Dock Management Plan for Existing Docks and Boathouses

Concept	The changes laid out below will apply to docks/boathouses in the water as built as of July 1, 2024.
Authorization Process for Existing Dock and Boathouses	<ul style="list-style-type: none">● shishálh and BC will, in no longer than a five-year transition period, progressively issue 20-year long-term authorizations for existing docks and boathouses throughout the swiya, in accordance with the following:<ul style="list-style-type: none">• dock and boathouse owners (tenured and untenured) self-registering their existing structure in a self-registration system to get dock and boathouse owners into the provincial system, which will require photos of existing docks and boathouses; and• self-registration can transfer to a new owner if the upland property is sold, but the timeline for the transition period remains the same.● BC and shishálh will develop a workplan for completing the transition (example: bay by bay) and will make updates publicly available.● Permission for existing docks and boathouses will be confirmed for up to five-years as an 'interim authorization' which will be revoked when dock and boathouse owners transition into the new 20-year long-term authorization.● The following requirements will apply to the interim authorizations:<ul style="list-style-type: none">• requirements and timeframes for repairs to follow the requirements around Styrofoam, light penetrating decking and pilings specified below will be included in the interim and long-term authorization document and, where possible, other BMPs will be encouraged but not mandatory will be included in the permission document. Repairs to maintain structural integrity will require a Management Plan update. For greater clarity, structural changes or changes in footprint are not considered to be repairs; they will require a new application except for piling replacement which are considered repairs. If the

	<p>required Styrofoam and light penetrating decking repairs are not made within the timelines set out below, the dock/boathouse owner will not be in compliance with the authorization and enforcement action can be taken by BC in relationship to the dock or boathouse; and</p> <ul style="list-style-type: none">• if a dock owner needs to replace their dock within the five-year transition period, it will require a new application and must comply with the Dock Management Plan. However, if there has been a sudden catastrophic loss of the dock due to natural disaster or fire, no new application will be required, but the replacement dock must adhere to the requirements around Styrofoam, light penetrating decking and pilings and, where possible, other BMPs will be encouraged but not mandatory. In either case, replacement docks must meet standards and requirements imposed by other levels of government (federal, provincial, municipal). For greater clarity, structural changes or changes in footprint will require a new application and require review by BC and shishálh and a new authorization issued through the Shared Decision-Making process except for piling replacements which are considered repairs. BC and shishálh will review all existing docks and boathouses to ensure docks and boathouses are maintained in a safe condition and are in compliance with all applicable provincial legislation and other governments' requirements prior to issuing 20-year renewable authorizations. 20-year renewable authorizations shall be issued for all existing docks and boathouses as built, including those in the red zone, where the dock and boathouse are maintained in a safe condition and are in compliance with all applicable provincial legislation and other governments' requirements. 20-year long-term authorizations can survive transfer of ownership of the upland property. The following will apply in relation to the 20-year long-term authorization:<ul style="list-style-type: none">• Each dock will be reviewed, allowing for site specific consideration of the terms and conditions for a 20-year authorization.• Where registered archaeological sites are known, the dock owner will be informed during the issuance of the 20-year authorizations for existing docks and referred to the Archaeology Branch.• The interim and long-term authorization document will provide the timeframe for repairs to comply with the
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	<p>requirements around Styrofoam, light penetrating decking and pilings specified below and, where possible, the other BMPs will be encouraged but not mandatory, begins on the opening date of the self-registration program. For greater clarity, structural changes or changes in footprint during the interim or long-term authorization term are not considered to be repairs; they will require a new application.</p> <ul style="list-style-type: none">• If any existing dock owner (as of July 1, 2024) including those in the Red Zone (as defined in the Dock Management Plan) needs to replace their dock within the term of the authorization, a new application will be required and the new structure must comply with the BMPs. However, if there has been a sudden catastrophic loss of the dock due to natural disaster or fire, no new application will be required but the replacement dock must adhere to the requirements around Styrofoam, light penetrating decking and pilings and where possible, other BMPs will be encouraged but not mandatory. Site specific variances may be considered. In either case, replacement docks must meet standards and requirements imposed by other levels of government (federal, provincial, municipal).• For clarity, no new additional docks will be permitted in the Red Zone. <ul style="list-style-type: none">• Authorizations for existing boathouses must be applied for and reviewed/authorized concurrently with the associated dock but following the provincial residential policy requirements. The following will apply to existing boathouses:<ul style="list-style-type: none">• Tenure type is a license of occupation.• Existing boathouses (as of July 1, 2024) including those in the Red Zone (as defined in the Dock Management Plan) can stay until end of life. If a boathouse owner needs to replace their boathouse within the term of the authorization, it would require a new application and as such would not be allowed. However, if there has been a sudden catastrophic loss of the boathouse due to natural disaster or fire, the replacement boathouse must adhere to the requirements around Styrofoam, light penetrating decking and pilings. Other BMPs where possible are encouraged but not mandatory. In either
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	<p>case, replacement boathouses must meet standards and requirements imposed by other levels of government (federal, provincial, municipal).</p> <ul style="list-style-type: none">● No new boathouses will be permitted on private moorages.
Requirements for Existing Docks & Boathouses	<ul style="list-style-type: none">● The following will be the requirements for existing docks and boathouses:<ul style="list-style-type: none">○ 10 years to update Styrofoam to encapsulated or a non-Styrofoam flotation system if it is in good condition now, in accordance with the following:○ Two years to address derelict Styrofoam – actively breaking apart; and○ If monitoring determines that the Styrofoam is now breaking up the tenure holder will have two years to replace it with encapsulated Styrofoam or a non-Styrofoam flotation system.○ 10 years to upgrade to light transparency decking or another academically peer reviewed option and approved by shísháih and BC, in accordance with the following:<ul style="list-style-type: none">• other repairs to support light transparent decking should follow other BMPs wherever possible; and• other repairs when underway for regular maintenance should follow other BMPS wherever possible.● Replacement docks are considered new docks and will require new applications and must be in compliance with the Dock Management Plan. However, if there has been a sudden catastrophic loss of the dock due to natural disaster or fire, no new application will be required but the replacement dock must adhere to the requirements around Styrofoam, light penetrating decking and pilings and, where possible, other BMPs will be encouraged but not mandatory. In either case, replacement docks must meet standards and requirements imposed by other levels of government (federal, provincial, municipal).● When pilings need to be replaced, creosote pilings are not permitted, and the following will apply:

	<ul style="list-style-type: none">○ piling replacements are considered a repair (example a piling replaced in the same location is a repair and doesn't require a new Land Act application); and○ where minor footprint changes are needed to accommodate replacement pilings, but the same dock structure can be used, the existing authorization can be amended to reflect the change of pilings.
Management Plan	<ul style="list-style-type: none">● A Management Plan is required for each authorization, noting the following:<ul style="list-style-type: none">○ holders of existing (and expired) tenures are not required to submit a new Management Plan;○ untenured dock owners and those without an existing accurate Management Plan will be required to submit a new Management Plan as a part of their application for a 20-year authorization, more specifically:<ul style="list-style-type: none">● Management Plan will need to include detail such as: dimensions and distances from property lines, explanation of why the moorage is required and indication of distance from closest marina/group moorage facility, size and dimensions of planned (and/or existing) improvements; and○ updates to the Management Plan are required at authorization renewal or when a dock needs to be replaced.
Remediation Plan and Process	<ul style="list-style-type: none">● Derelict structures include sinking docks/boathouses, docks/boathouses impeding passage, collapsing or dilapidated structures, broken pilings broken mooring chains, and deteriorating or spalling un-encapsulated Styrofoam.● A dock or boathouse owner may be required to develop and execute a remediation plan as part of the monitoring and compliance framework when a dock or boathouse is not compliant with the interim or long-term authorization, in accordance with the following:<ul style="list-style-type: none">○ a reasonable amount of time will be given for the dock or boathouse owner to develop a remediation plan for review and approval by BC and shishalh.

	<ul style="list-style-type: none">● Owners would need to submit a remediation plan that outlines the repairs to be completed within a two-year period and the repairs need to be in accordance with the following:<ul style="list-style-type: none">○ remediation plan repairs must comply with the requirements around Styrofoam, light penetrating decking and pilings are required and, where possible, other BMPs will be encouraged but not mandatory and included in the authorization document, timeframe for requirements around Styrofoam and light penetrating decking do not reset; and○ a remediation plan for spalling Styrofoam would require that it is replaced with encapsulated Styrofoam or a non-Styrofoam flotation system within 2 years.● 20-years Long term authorization would not be issued before the remediation plan is completed.● If the remediation plan is not completed, the province would follow progressive enforcement steps potentially resulting in the dock or boathouse being removed at the owner's expense.
Process Efficiencies	<ul style="list-style-type: none">● shisháih and BC will review and revise the dock application process to ensure the goal of each step is achieved while creating efficiencies in process and utilizing user-design techniques, examples include:<ul style="list-style-type: none">• creating standardized templates for environmental assessments• if required, batch/bundled referrals• simplified review document, and/or• any appeal mechanism being contemplated shall apply to both existing and new dock/boathouse owners.
Environmental and Archaeological assessments	<ul style="list-style-type: none">● Environmental and archaeological assessment for existing docks and boathouses and replacements resulting from a sudden catastrophic loss of the dock due to natural disaster or fire are not required until/unless:<ul style="list-style-type: none">• A dock owner needs to replace their dock, which would require a new application and environmental study and archaeological assessment would be required as a part of that application.

	<ul style="list-style-type: none">• If repairs or proposed changes to the footprint of the dock are expected to have a ground disturbing impact, then an archaeological and environmental study is required, except as described above with reference to minor footprint changes where needed to accommodate replacement pilings, where the same dock structure will be used.• As docks age and near replacement timeframes, dock-owners could bundle the environmental studies and archaeological assessments with neighbors in anticipation of studies being required. Studies completed within five years of when replacement is necessary will be accepted.
Education / Communication	<ul style="list-style-type: none">• shisháih and BC will host a webinar of experts in marine ecology to talk about the best ways to protect the foreshore and minimize the impacts from docks.• shisháih and BC will work with community partners to continue to explore ways to increase reconciliation efforts and identify bridge-building opportunities.

SCHEDULE G

Dock Management Plan Amendment Provisions

PART 2 - Other Changes to the Dock Management Plan

Linkages to provincial and shíshálh Nation policies

1. shíshálh and BC will include a provision in the Dock Management Plan explaining how the Dock Management Plan fits within the provincial and shíshálh Nation policy framework.

Habitat Objectives

2. shíshálh and BC will add in the new objective shown in italics below to the Dock Management Plan:
 - i. In addition to the principles and objectives outlined in other applicable provincial operational land use policies, the objective of the Dock Management Plan is to promote responsible and appropriate dock development by:
preventing further degradation to Habitat from dock development and presence of docks, as identified by further land use planning or environmental assessments completed with applications.
 - ii. shíshálh and BC will explore updates to the Best Management Practices related to habitats (specifically section 8.2 and 9.2 of the Dock Management Plan) to link it directly to the new objective shown in italics above.
 - iii. shíshálh and BC will discuss definitions of habitat from 2018 Dock Management Plan and from 2021 updated Dock Management Plan and consider revisions.

Commercial docks

3. shíshálh and BC will undertake the following in relation to commercial moorage:
 - i. revise the Dock Management Plan to remove maximum length limitation, allowing for expansion of commercial operations.
 - ii. revise the Dock Management Plan to specify that new commercial moorages must be in compliance with the BMPs and allow for consideration of applications requesting deviations from BMPs under the Shared Decision-Making Process on a case-by-case basis.
 - iii. review tenure renewal applications and work with applicants to demonstrate progress to come into compliance with the BMPs, including through the issuance of interim tenures.
 - iv. revise the Dock Management Plan to move 8.2 (critical habitat) and 9.2 (critical habitat) to section 6 (application requirements), add language to sections 8 and 9 to note that BMPs allow for flexibility, including in designing floats beyond 40m², where the commercial moorage provides spaces for boats larger than 40ft.
 - v. engagement with commercial tenure holders to inform any further changes to the Dock Management Plan.

Group moorage, strata moorage, and institutional/community docks

4. shíshálh and BC will amend the Dock Management Plan to:
- i outline that group moorage, strata moorage and institutional/community docks are included under commercial moorage BMPs, to allow for closer alignment with area-based limitations for floats and longer timelines for tenure terms as upgrades may need to be planned for over longer timeframes.
 - ii provide that existing boathouses approved in tenured group and strata moorage are acceptable
 - iii specify that development of new boathouses on private, group, strata, and community moorages are not permitted.
 - iv provide that wharves under the institutional/community docks are exempt from the Dock Management Plan.

Industrial docks

5. shíshálh and BC will revise the Dock Management Plan to provide that BMPs do not apply to industrial tenures with infrastructure for mooring purposes in the foreshore, but the BMPs will be shared with applicants and applicants will be asked, where possible, to follow BMPs and to address Dock Management Plan objectives as best they can.

New boathouses for private moorage

6. shíshálh and BC will revise the Dock Management Plan to reflect our agreement that there will be no new boathouses in private moorages in the shíshálh swiya.

Application of Best Management Practices to new private moorages

7. shíshálh and BC will make the following edits to the BMPs in the Dock Management Plan in relation to applications for new private moorages:
- i change BMPs to allow for either an area-based approach (30m²) or a maximum dock width of 1.5m providing flexibility to applicants.
 - ii provide that the maximum length for new private moorages will be 50m but consideration can be given to a 60m length
 - iii provide that new docks must comply with BMPs, allowing for flexibility with BMPs to be determined on a case-by-case review of the application.
 - iv The Parties agree that new docks must use decking with a minimum of 43% light penetration.

