

**S'ólh Téméxw Stewardship Alliance and British Columbia's
Heritage Conservation Act Section 4 Agreement**

Dated for reference this 21 day of July, 2022

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests (the "Province")

AND

Chawathil First Nation, Cheam First Nation, Kwaw'Kwaw'Apilt First Nation, Scowlitz First Nation, Seabird Island Band, Skawahlook First Nation, Skwah First Nation, Sumas First Nation, Yale First Nation

And

Aitchelitz First Nation, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, and Yakwekwioose First Nation, legally defined for the purposes of this Agreement as Ts'elxwéyeqw Tribe Limited Partnership (the "Ts'elxwéyeqw Tribe")

(collectively referred to as the "S'ólh Téméxw Stewardship Alliance" or "STSA").

WHEREAS

- A. Stó:lō Indigenous people of S'ólh Téméxw in the lower Fraser River watershed of British Columbia, have a shared language, traditions, beliefs, customary laws, and history;

- B. Stó:lō Indigenous people have Stó:lō rights, including a unique relationship with the land, the waters and the resources within the lower Fraser River watershed of British Columbia;
- C. The Province recognizes that the relationship of Stó:lō Indigenous people to the land and Stó:lō Indigenous Heritage Landscape Features is important to their culture and maintenance of their community, governance, spirituality, health and economy;
- D. In the spirit of the *United Nations Declaration on the Rights of Indigenous Peoples*, the findings of the *Truth and Reconciliation Commission*, and the Province's *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*, the Province and the S'ólh Téméxw Stewardship Alliance have undertaken a shared commitment to strengthening relationships on a government-to-government basis, providing effective recognition, protection and conservation of Stó:lō Indigenous Heritage Landscape Features;
- E. The S'ólh Téméxw Stewardship Alliance is interested in developing a process for effectively and comprehensively identifying and informing the Stó:lō Indigenous governments and the Province of potential impacts to Stó:lō Indigenous Heritage Landscape Features;
- F. The S'ólh Téméxw Stewardship Alliance and the Province seek to establish effective, well organized, long-lasting collaborative relations among themselves to increase the efficiency and effectiveness of their engagement, specifically with regard to decisions potentially affecting Stó:lō Indigenous Heritage Landscape Features as can be facilitated using the *Heritage Conservation Act*, R.S.B.C. 1996, c. 187;
- G. The S'ólh Téméxw Stewardship Alliance aims to ensure the health and well-being of their communities now and for the future generations, in accordance with their system of values, through respectful management of their Stó:lō Indigenous Heritage Landscape Features;
- H. The Parties acknowledge their shared interests in upholding and implementing the purpose of the *Heritage Conservation Act* to encourage and facilitate the protection and conservation of heritage property in British Columbia;
- I. Section 4 of the *Heritage Conservation Act* enables the Province to enter into a formal agreement with First Nations with respect to conservation and protection of heritage sites and heritage objects that represent the cultural heritage of the aboriginal people who are represented by those First Nations;
- J. For the regulation of oil and gas activities and related activities, the *Oil and Gas Activities Act*, S.B.C. 2008, c. 36, provides the Oil and Gas Commission all the

powers relating to a discretion, function or duty of the Minister referred to in sections 12.4 to 12.8 of the *Heritage Conservation Act*, and these powers are not altered by this Agreement;

- K. Consistent with *United Nations Declaration on the Rights of Indigenous Peoples*, recognition, protection and conservation of the S'ólh Téméxw Stewardship Alliance's heritage should be based on their inherent knowledge and understanding of their own heritage, as guided by their own customary laws, principles and policies;
- L. It is important as a common imperative to recognize, respect, preserve and maintain the cultural knowledge and traditional cultural expressions of the Stó:lō Indigenous people, and to promote recognition, understanding, and respectful treatment of Stó:lō Indigenous Heritage Landscape Features;
- M. The Stó:lō Indigenous people recognize a broader scope of heritage, both throughout S'ólh Téméxw and also within the Pilot Project Area, than is included in this Agreement; and,
- N. The Parties strive for consensus in decision-making.

NOW THEREFORE the Parties agree as follows:

1.0 INTERPRETATION

1.1. Definitions.

In this Agreement:

"Act" means the *Heritage Conservation Act*, R.S.B.C 1996, c. 187 (HCA), and any amendments to it;

"Agreement" means this agreement and the Schedules to this Agreement;

"Confidential Information" means any information provided by either party to the other party under this Agreement, which the party providing the information denotes in writing as "Confidential";

"Desecration" means, for the purposes of this Agreement only, an action that intentionally and without authorization under the Act, damages, excavates, digs in, alters, covers, moves, removes or detracts from the heritage value or sacred character of a Stó:lō Indigenous Heritage Landscape Feature;

“Effective Date” means the date the last Party signed this Agreement, and will be the date inserted on the first page of this Agreement, for reference;

“Emergency” means a present or imminent event or circumstance that:

- a) is caused by accident, fire, explosion, technical failure or the forces of nature, and
- b) requires prompt coordination of action or special regulation of persons or property, to protect the health, safety or welfare of a person or to limit damage to property;

“Minister” means the Minister responsible for the Act;

“Operational Implementation Plan” means a plan agreed upon by the Parties which sets out the practical aspects of how this Agreement is to be implemented by the Parties;

“Parties” means the Province and the S’ólh Téméxw Stewardship Alliance and includes each STSA First Nation;

“People of the River Referrals Office” or “PRRO” means an office designated by the STSA as authorized to receive and respond to referrals on behalf of the STSA in accordance with this Agreement;

“Pilot Project Area” means the area of land identified on the map attached as Schedule I which contains the Stó:lō Indigenous Heritage Landscape Features included in Schedule II;

“Shared Decision-Making Process” means the steps set out in Schedule III of the Agreement that the Parties will follow when the Province receives an application for a permit or amendment to a permit issued under s. 12.2 or s. 12.4 of the Act:

- in respect of a Stó:lō Indigenous Heritage Landscape Feature;
- involving lands within the scope of this Agreement; and,
- based on a co-developed decision-making framework supporting Shared Decision-Making;

“Stó:lō Indigenous Heritage Landscape Feature” means those Stó:lō heritage objects and Stó:lō heritage sites that are listed in Schedule II which include the following four types of features:

- **Belonging** – a heritage object of particular spiritual, ceremonial or other cultural value, of any age, curated or located on the land.
- **Cemetery** – a place of the dead, with or without tangible elements, including features, markers, or ancestral remains.

- **Landmark** – a locality or feature of the landscape that marks an event of cultural importance, including the transformative embodiment of an entity or object, with no necessary evidence of human modification.
- **Place** – a locality in the landscape, including land and water, directly associated with a particular spiritual, ceremonial or cultural practice, or a traditionally recognized spiritual entity, with no necessary evidence of human modification.

“STSA First Nation” means any of the Chawathil First Nation, Cheam First Nation, Kwaw’Kwaw’Apilt First Nation, Scowlitz First Nation, Seabird Island Band, Skawahlook First Nation, Skwah First Nation, Sumas First Nation; and Aitchelitz First Nation, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, Yakweakwioose First Nation and Yale First Nation.

1.2. Interpretation. For the purposes of this Agreement:

- a) the recitals and headings within this document are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- b) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of it;
- c) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires;
- d) in the calculation of time under this Agreement, all references to “days” are to calendar days, unless otherwise specified; and
- e) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3. Schedules. The following are schedules to this Agreement and form part of this Agreement:

Schedule I	Pilot Project Area
Schedule II	Stó:lō Indigenous Heritage Landscape Features
Schedule III	Shared Decision-Making Process

2.0 PURPOSE AND SCOPE

- 2.1. Purpose:** In the spirit and intent of reconciliation of the relationship between the Province and Stó:lō Indigenous people, with the aim of living together in a good

way, the purposes of this Agreement, as a pilot project between the Parties, are to:

- a) identify the Stó:lō Indigenous Heritage Landscape Features that are of particular spiritual, ceremonial or other cultural value to the S'ólh Téméxw Stewardship Alliance;
- b) recognize and protect the identified features under s. 4(4)(a) and s. 12.1(2)(h) of the Act;
- c) establish policies and procedures that will apply to the issuance of or refusal of a permit or amendment to a permit under section 12.2 or 12.4 of the Act, regarding the Stó:lō Indigenous Heritage Landscape Features; and
- d) establish an effective and efficient process for carrying out due diligence and engagement, aiding in the avoidance or mitigation of actual or potential impacts to sites and objects recognized and protected under s. 4(4)(a) and s. 12.1(2)(h) of the Act.

2.2. Scope of Agreement

The Parties agree:

- a) decisions of the Minister to authorize an action referred to in section 12.1(2)(a) to (g) or 12.1(2)(i) of the Act are subject to consultation and accommodation in accordance with provincial policies and other engagement agreements, and in the event of overlap with a Stó:lō Indigenous Heritage Landscape Feature, the decisions will be subject to the Shared Decision-Making Process;
- b) the Shared Decision-Making Process applies only to decisions relating to Stó:lō Indigenous Heritage Landscape Features listed in Schedule II, subject to (c) and (d);
- c) the Shared Decision-Making Process does not apply to decisions of the Oil and Gas Commission pursuant to section 8 of the *Oil and Gas Activities Act*; and,
- d) the Shared Decision-Making Process does not apply to decisions relating to lands outside of the Pilot Project Area or to lands within the Pilot Project Area that are:
 - i. not owned by the Province;
 - ii. owned by the Province and leased to the federal government; or

- iii. highways (as defined by the *Transportation Act*), or the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes.

3.0 TERM

- 3.1. This Agreement is not effective until all Parties have completed the ratification of the Agreement.
- 3.2. This Agreement will be in effect for a term of one year commencing on the Effective Date.
- 3.3. Prior to the end of the term, the Parties will put forward recommendations as to whether the term of the Agreement should be extended and seek the necessary approvals if it is to be extended.

4.0 SITES TO BE INCLUDED UNDER SECTION 4 OF THE HERITAGE CONSERVATION ACT

- 4.1. The Province recognizes the spiritual, ceremonial and cultural value to the S'ólh Téméxw Stewardship Alliance of Stó:lō Indigenous Heritage Landscape Features.
- 4.2. The Parties agree the Stó:lō Indigenous Heritage Landscape Features within the Pilot Project Area and as of the Effective Date are protected pursuant to section 4(4)(a) and 12.1(2)(h) of the Act.

5.0 PROCEDURES FOR ISSUING PERMITS OR AMENDING A PERMIT UNDER SECTION 12.2 OR 12.4 OF THE ACT

- 5.1. In considering an application for a permit or an amendment to a permit under s. 12.2 or 12.4 of the Act, the Parties agree to follow the Shared Decision-Making Process.
- 5.2. For matters within the scope of this Agreement the Minister will exercise their discretion to make decisions on permits in accordance with the Shared Decision-Making Process, their legal obligations to other Indigenous Peoples and the requirements of administrative law.
- 5.3. While this Agreement is in effect and subject to section 5.4., any reported real or potential Desecration of a Stó:lō Indigenous Heritage Landscape Feature will be investigated by the Parties, including STSA First Nation representatives, on a case-by-case basis to determine if Desecration has occurred or is likely to occur. Significant weight and consideration must be given to the information, perspectives, and knowledge of the Stó:lō peoples in determining if Desecration has occurred or is likely to occur.

- 5.4. The Parties agree the following actions do not constitute a Desecration of a Stó:lō Heritage Landscape Feature:
- a) the exercise of rights protected by section 35 of the *Constitution Act, 1982*;
 - b) actions taken in relation to an Emergency by any person;
 - c) actions taken in compliance with a permit issued under the Shared Decision-Making Process;
 - d) actions taken that have been otherwise identified and agreed to by the Parties; and
 - e) actions related to applications that have been filed but not yet approved prior to the effective date of the Agreement.

6.0 JUDICIAL REVIEW

- 6.1. If any Party is served with an application under the *Judicial Review Procedure Act*, R.S.B.C. 1996, c. 241, respecting a matter subject to the Shared Decision-Making Process, the Party will immediately notify the other Parties and provide a copy of the application.
- 6.2. Each STSA First Nation has the option of being a party to a proceeding in accordance with section 15 of the *Judicial Review Procedure Act*.
- 6.3. The Parties agree that a record of the proceedings under the Shared Decision-Making Process will be filed in court if a proceeding is subject to judicial review under the *Judicial Review Procedure Act*.

7.0 INFORMATION SHARING AND CONFIDENTIALITY

- 7.1. **Information Sharing and Access.** The Parties shall make best efforts to share or provide access to information and knowledge that is relevant to this Agreement and shall, at the time of disclosure:
- a) assist the other Parties in interpreting the information, determining the current and future use of the information and the terms under which it may be shared, in whole or in part, with any other person; and
 - b) make best efforts to maintain the confidentiality of the information provided by the other Parties, including Confidential Information, and prevent its disclosure to the public.
- 7.2. **Freedom of Information.** If the Province receives a request under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, ("FOIPPA") or is otherwise required by law to disclose the information received from the

STSA, the Province will provide the STSA with notice of the request for disclosure and will provide the STSA with an opportunity to meet and discuss the request. Further to section 18.1 of FOIPPA, the Province must not disclose information to a third party if the disclosure could reasonably be expected to harm the rights of the STSA to maintain, control, protect or develop any of the following:

- a) cultural heritage;
- b) traditional knowledge;
- c) traditional cultural expressions;
- d) manifestations of sciences, technologies or cultures.

7.3. Additional Conditions. The Parties acknowledge that:

- a) section 7.1 does not apply to information that is already in the public domain or in the Remote Access to Archaeological Data (RAAD) database; and
- b) the disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

7.4. Mechanisms for Promoting Effective Due Diligence, Recognition and Protection. The Parties agree to the following responsibilities:

- a) as soon as reasonably practicable after the Effective Date, the Province will enter a digital spatial representation of the Stó:lō Heritage Landscape Features to the Province's Remote Access to Archaeological Data database as needed for providing protection;
- b) the S'ólh Téméxw Stewardship Alliance will be responsible for maintaining all digital site-specific or object-specific data regarding the Stó:lō Heritage Landscape Features within their own data systems; and
- c) the S'ólh Téméxw Stewardship Alliance and the Province will work collaboratively to establish and maintain effective due diligence processes for the sharing of information, which may include access to information or data systems of the Parties, to meet the purpose of this Agreement.

8.0 PILOT IMPLEMENTATION AND MONITORING

8.1. Implementation Plan. Prior to the Effective Date, the Parties will make every reasonable effort to finalize an Operational Implementation Plan for this Agreement.

8.2. Evaluation. Prior to the Effective Date, the Parties will make every reasonable effort to agree upon an evaluation process for this Agreement. The Parties aim to identify and make continuous improvements to the Agreement, as may be

possible, during implementation. As a result of this evaluation, the Parties may develop recommendations to inform any possible proposals for amendment to the Agreement.

9.0 AMENDMENTS TO BE IN WRITING

- 9.1. No modification of this Agreement is effective unless it is in writing, has the necessary approvals, and is duly ratified.

10.0 DISPUTE RESOLUTION

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

11.0 RATIFICATION OF AGREEMENT

- 11.1. Ratification of this Agreement by the S'ólh Téméxw Stewardship Alliance requires:
- a) each STSA First Nation to:
 - i. pass a band council resolution approving this Agreement,
 - ii. authorize a representative to sign this Agreement, and
 - iii. authorize the People of the River Referrals Office to act on their behalf for the purposes of this Agreement; and
 - b) this Agreement to be signed by the representative of each STSA First Nation.
- 11.2. **Ratification by Province.** The ratification of this Agreement by the Province requires:
- a) This Agreement be signed by the Minister responsible for the Act;
 - b) An Order in Council approving this Agreement under section 4 of the Act to come into force, and
 - c) This Agreement to be published in the gazette.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1. **STSA First Nation Representations.** The STSA First Nations represent and warrant to the Province, with the intent and understanding that the representations and warranties will be relied on by the Province in entering into this Agreement, that

- a) each STSA First Nation is a "band" within the meaning of the *Indian Act* and has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of its members;
- b) each STSA First Nation has taken all the necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its members, including authorizing the Ts'elxwéyeqw Tribe to provide its approval of the Agreement on behalf of each of its member Bands;
- c) the People of the River Referrals Office is an administrative office and its staff are authorized to act on behalf of the STSA First Nations and on behalf of its members as provided for in this Agreement;
- d) any representation to the Province by the staff of the People of the River Referrals Office, that it is authorized to act on behalf of a STSA First Nation in respect of a proposed activity, is binding upon the STSA First Nation and its members to the same extent as if the STSA First Nation had made the representation itself; and
- e) this Agreement has been legally and properly executed by or on its behalf and is legally binding and enforceable in accordance with its terms.

12.2. Province's Representations. The Province represents and warrants to the S'ólh Téméxw Stewardship Alliance, with the intent and understanding that the representation will be relied on by S'ólh Téméxw Stewardship Alliance in entering into this Agreement, that it has the authority to enter into this Agreement, and that this Agreement is a valid and binding obligation of the Province on the Effective Date.

13.0 TERMINATION.

13.1. This Agreement may be terminated in writing:

- a) By STSA or the Province on ninety (90) days' notice to the other or on a date mutually agreed upon by STSA and the Province; or
- b) By STSA or the Province on thirty (30) days' notice to the other or on a date mutually agreed upon by STSA and the Province if either is in breach of any term or condition of this Agreement.

14.0 RESOLUTION OF TERMINATION

14.1. In recognition of the enduring value of a government-to-government relationship, STSA and the Province will:

- a) on notice of termination, provide each other with the reasons for termination; and
 - b) within the period prior to the termination of this Agreement taking effect, attempt Dispute Resolution as described in section 9.1 of this Agreement to resolve the basis for termination.
- 14.2. If STSA and the Province resolve the basis for termination prior to the termination of this Agreement taking effect, they shall confirm the resolution in writing and the termination shall not take effect.
- 14.3. A STSA First Nation may withdraw from this Agreement by providing the other Parties thirty (30) days' written notice, inclusive of reasons, of its intention to withdraw.
- 14.4. The withdrawal by a STSA First Nation does not affect a decision made under Schedule III prior to the effective date of its withdrawal.
- 14.5. The withdrawal by one or more STSA First Nations does not terminate the Agreement and the Agreement will remain in force as between the Province and the remaining STSA First Nations. For greater certainty, if one of the bands that is part of the Ts'elxwéyeqw Tribe withdraws from the Agreement, the Ts'elxwéyeqw Tribe will continue as a Party and the withdrawing band will no longer be a Party to the Agreement despite still being a member of the Ts'elxwéyeqw Tribe.
- 14.6. The Parties will attempt Dispute Resolution to resolve the basis for withdrawal and if the Parties resolve the basis for withdrawal prior to the withdrawal taking effect, they will confirm this in writing and the withdrawal will not take effect.

15.0 TERMINATION AND DATA MANAGEMENT

- 15.1. Within thirty (30) days of the termination of this Agreement, the Province will remove any information about any Stó:lō Heritage Landscape Features, including all Stó:lō Heritage Sites and Stó:lō Heritage Objects in Schedule II, from the Provincial Heritage Register as established under s. 3 of the Act, unless the information is otherwise required to be registered pursuant to section 3(1) of the Act.

16.0 INDEMNITY

- 16.1. Each STSA First Nation will indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any breach by the STSA First Nation of this Agreement or its agents, employees, officers, directors, or subcontractors.

- 16.2. The Province will indemnify and save harmless each STSA First Nation and their employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the STSA First Nation or any of their employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any breach of this Agreement by the Province or by any of its agents or employees.

17.0 NOTICE AND DELIVERY

- 17.1. **Notices.** For any notice contemplated under this Agreement to be effective, it must be in writing, and will be deemed validly given to and received by the other Parties:

- a) if served personally or if delivered by mail, on the date of personal service or mail delivery at the addressee's address set out below, or
- b) if by e-mail, upon receipt, to the addressee's email set out below, or
- c) if by facsimile copier, upon receipt, to the addressee's facsimile number set out below.

If to the Province:

Honourable Katrine Conroy
Minister of Forests
PO Box 9049 Stn Prov Govt
Victoria, BC V8W 9E2
Fax: 250 387-1040
Email: FLNR.Minister@gov.bc.ca

If to the STSA First Nations:

Dr. David Schaepe
General Manager / Chair, S'ólh Téméxw Stewardship Alliance
Building 10 - 7201 Vedder Road
Chilliwack, BC V2R 4G5
Fax: 604-824-0278
Email: dave.schaepe@stolonation.bc.ca

- 17.2. **Change of Address.** Any Party may give notice to the other Parties of a change of address, email or facsimile number of the Party giving such notice and after the giving of such notice, the new address, email or facsimile number given will supersede any previous address, email or facsimile number for the Party giving the notice.

18.0 GENERAL

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

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b) abrogate or derogate from any aboriginal or treaty rights.

18.2. **Entire Agreement.** This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

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

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

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

18.5. **No Implied Waiver.** For any waiver of:

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

to be effective, notice of the waiver must be provided in writing and signed by the Party giving the waiver and will not be interpreted as a waiver of any other provision, obligation or subsequent default.

18.6. **Assignment.** The STSA First Nations and the Ts'elxwéyeqw Tribe will not assign, either directly or indirectly, this Agreement or any right of the STSA First Nations and the Ts'elxwéyeqw Tribe under this Agreement.

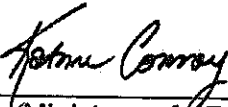
18.7. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

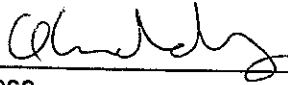
18.8. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party, including by email. Each signed counterpart will constitute an original document and all those original documents together will constitute one and the same document.

18.9. **Effective Date:** The Effective Date shall be the date the last Party signed this Agreement, and will be the date inserted on the first page as dated for reference.

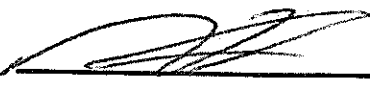
IN WITNESS WHEREOF, the S'ólh Téméxw Stewardship Alliance and the Province of British Columbia have duly executed this Agreement under section 4 of the Act as set out below:

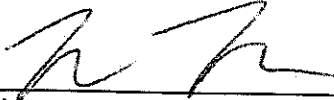
Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Forests this 21 day of July 2022


Per Minister of Forests, Honourable
Katrine Conroy

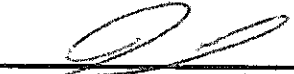

Witness
Andrew Cuddy
Printed Name

Signed on behalf of the Chawathil First Nation this 14 day of July 2022

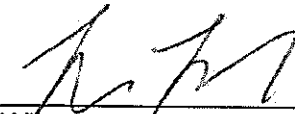

Norman Florence
Printed Name


Witness
Tannis Tommy
Printed Name

Signed on behalf of the Cheam First
Nation this 13 day of July 2022



Printed Name



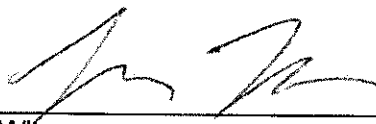
Witness
Tannis Tommy

Printed Name

Signed on behalf of the
Kwaw'Kwaw'Apilt First Nation
this 13 day of July 2022



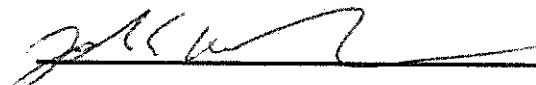
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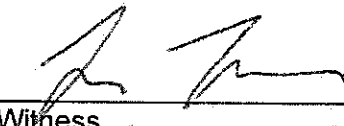
Witness
Tannis Tommy

Printed Name

Signed on behalf of the Scowlitz First
Nation this 14 day of July 2022



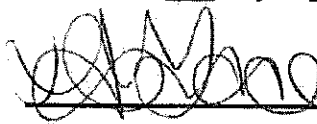
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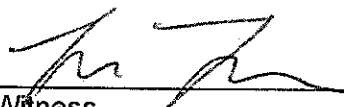
Witness
Tannis Tommy

Printed Name

Signed on behalf of the Seabird Island
Band this 14 day of July 2022



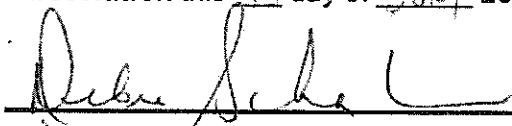
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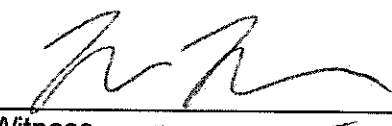
Witness
Tannis Tommy

Printed Name

Signed on behalf of the Skawahlook
First Nation this 14 day of July 2022




Printed Name




Witness
Tannis Tommy

Printed Name

Signed on behalf of the Skwah First
Nation this 19 day of July 2022

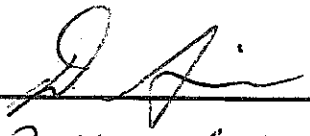


Lara Mussell
Printed Name

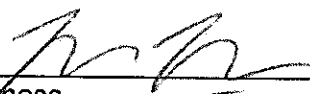


Witness
Matt McGinley
Printed Name

Signed on behalf of the Sumas First
Nation this 13 day of July 2022




Dalton Silver
Printed Name

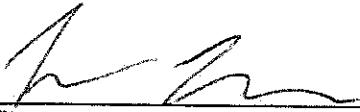


Witness
Tannis Tommy
Printed Name

Signed on behalf of the Yale First
Nation this 14 day of July 2022

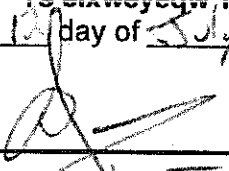


Ken Hansen
Printed Name

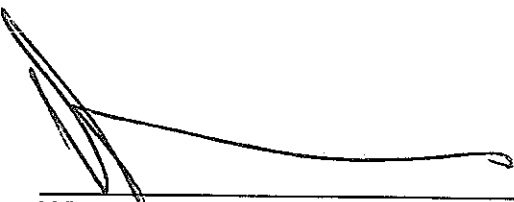


Witness
Tannis Tommy
Printed Name

Signed on behalf of the
Aitchelitz First Nation, Shxwhá:y Village,
Skowkale First Nation, Soowahlie First
Nation, Squiala First Nation, Tzeachten
First Nation, and Yakweakwioose First
Nation, legally defined for the purposes
of this Agreement as Ts'elxwéyeq
Tribe Limited Partnership
(the "Ts'elxwéyeqw Tribe")
this 19 day of July 2022

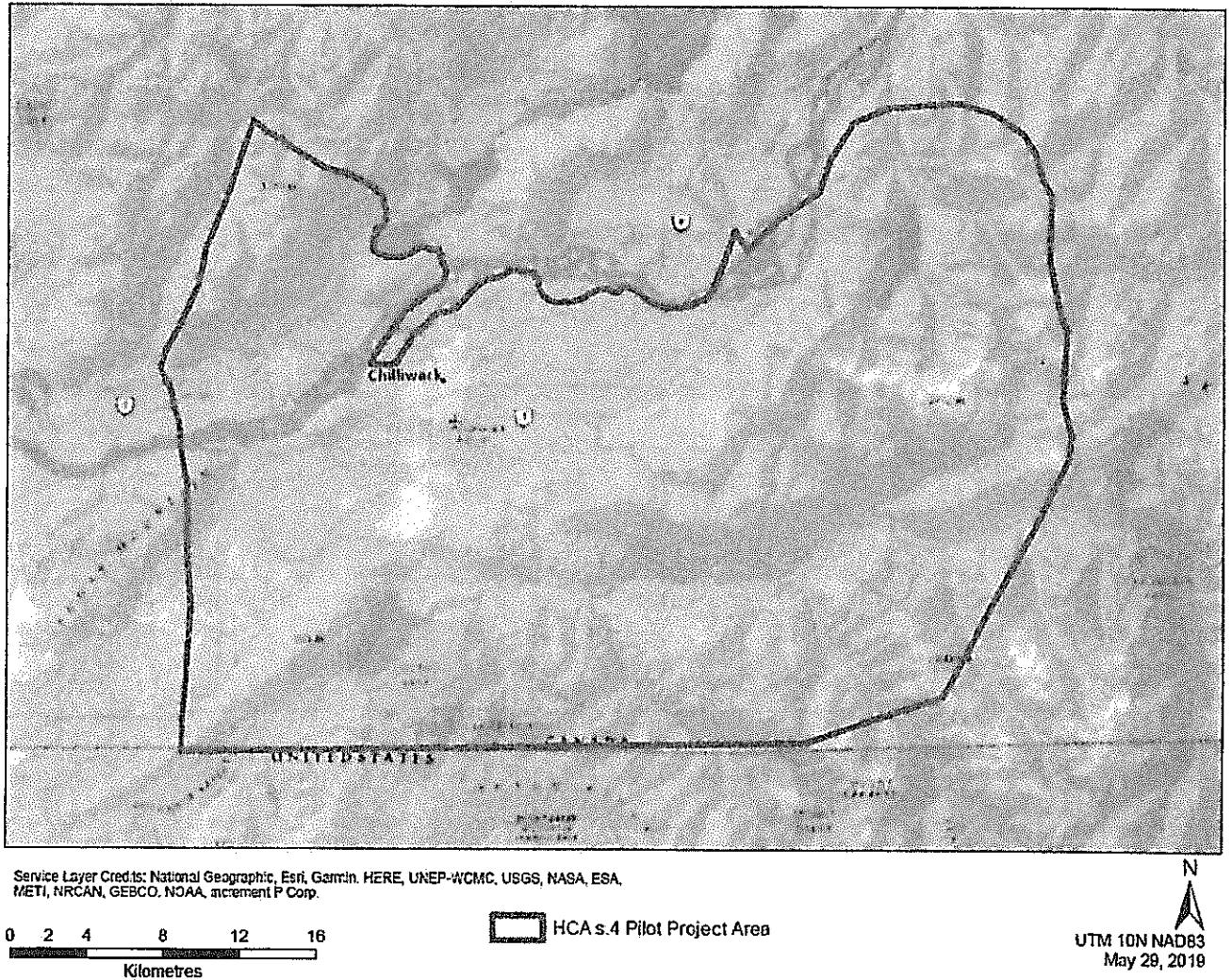


David Jimmie
Printed Name



Witness
DAVID SWAAB
Printed Name

Schedule I – Pilot Project Area



Schedule II - Stó:lō Indigenous Heritage Landscape Features

Site No.	Site ID	Stó:lō Indigenous Landscape Feature Type	Stó:lō Site Name
1	2004i51s1	Place / Site	
2	2004i52s3	Place/ Site	
3	2012i47s10	Place/ Site	Támiyehó:y
4	2012i47s100	Landmark / Site	Oló:xwelwet /Ts'simeteló:t/Xemothiyetel
5	2012i47s17	Cemetery / Site	Támiyehó:y
6	2012i47s18	Landmark / Site	Támiyehó:y
7	2012i47s3	Landmark / Site	Lhilheqey
8	2012i47s32	Landmark / Site	Skw'ikw'ets'tel
9	2012i47s78	Landmark / Site	Sqwemá:y
10	2012i47s8	Landmark / Site	Támiyehó:y
11	2012i47s82	Landmark / Site	Oló:xwelwet /Ts'simeteló:t/Xemothiyetel
12	2012i47s83	Landmark / Site	Oló:xwelwet /Ts'simeteló:t/Xemothiyetel - name to be confirmed
13	2012i47s85	Landmark / Site	Oló:xwelwet /Ts'simeteló:t/Xemothiyetel
14	2012i47s86	Landmark / Site	Xomó:th'iya
15	2012i47s87	Landmark / Site	Séyewòt
16	2012i47s88	Landmark / Site	Óyewot
17	2012i47s9	Landmark / Site	Sel'isi/Selóysi
18	2012i47s99	Landmark / Site	Oló:xwelwet /Ts'simeteló:t/Xemothiyetel
19	2013i164s1	Place / Site	
20	2013i164s3	Place/ Site	
21	2013i164s4	Belonging / Object	
22	2013i48s1	Belonging / Object	
23	2013i48s2	Place / Site	
24	2013i48s3	Place / Site	
25	2013i50s1	Place / Site	
26	2013i50s11	Place / Site	
27	2013i50s12	Place / Site	
28	2013i50s13	Place / Site	
29	2013i50s16	Place / Site	
30	2013i50s17	Place / Site	
31	2013i50s2	Place / Site	
32	2013i50s20	Place / Site	
33	2013i50s26	Place / Site	
34	2013i50s27	Place / Site	
35	2013i50s28	Place / Site	

Site No.	Site ID	Stó:lō Indigenous Landscape Feature Type	Stó:lō Site Name
36	2013i50s3	Place / Site	
37	2013i50s30	Place / Site	
38	2013i50s31	Place / Site	
39	2013i50s4	Place / Site	
40	2013i50s5	Place / Site	
41	2013i50s6	Belonging / Object	
42	2013i50s7	Place / Site	
43	2013i54s3	Place / Site	
44	2013i54s4	Place / Site	
45	2012i47s165	Cemetery / Site	

Schedule III - Shared Decision-Making Process

STEPS	
1.0	<p>1.1 Initial Referral. When the Province receives an application for a permit, or an amendment to a permit, under section 12.2 or 12.4 of the Act in respect of a Stó:lō Indigenous Heritage Landscape Feature, the Province will:</p> <ul style="list-style-type: none"> a) prepare a package which includes the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials (the "Referral Package"); b) submit the Referral Package to the PRRO at the following address: <ul style="list-style-type: none"> i. Email: referrals@peopleoftheriver.com, and c) copy the General Manager of the PRRO at the following address: <ul style="list-style-type: none"> i. Email: Dave.Schaepe@stolonation.bc.ca
2.0	<p>2.1 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, and the PRRO notifies the Province of the omission within 5 calendar days of receiving the Referral Package, the timelines set out below will not commence until all of the information specified under step 1.1(a) is received by the PRRO.</p> <p>2.2 Complete Referral Package. Once the PRRO receives a complete Referral Package, the PRRO will commence a 30 calendar day review period, and will publish the package to a secure web portal whereby referrals are distributed, viewed, shared and administered.</p> <p>2.3 Response to Referral Package. The PRRO will provide a response to the Archaeology Branch of the Province within 30 calendar days of receipt of the complete Referral Package. The response will include a statement specifying whether or not there is objection to the application, and if there is objection, the reasons for the objection.</p> <p>2.4 No Objection to Application. If there is no objection to the application, the PRRO will confirm, in writing, approval for permit issuance;</p> <p>2.5 Objection to Application.</p> <ul style="list-style-type: none"> a) If there is objection to the application, representatives of the Province, PRRO and the STSA will discuss, within 5 business days of the Province receiving the objection, the reasons for objection and whether there are any measures that may reduce or eliminate any

	<p>anticipated damage, desecration or alteration of the Stó:lō Indigenous Heritage Landscape Feature. Significant weight and consideration must be given to the information, perspectives, and knowledge of the Stó:lō peoples in determining if Desecration has occurred or is likely to occur.</p> <p>b) Following discussions, the Province will engage with the applicant, as appropriate, within 5 business days, regarding the nature of the objection and any potential mitigative or accommodation measures proposed, and provide an opportunity for the applicant to revise and resubmit their application.</p> <p>c) Following communication between the Parties, including the sharing of a revised application or confirmation that the applicant will not revise their application, the STSA, if it still objects to the application, the STSA will provide a second response to the Province, within 5 business days, either affirming or revising its initial response.</p> <p>d) After consideration of the application package, including but not limited to all measures taken by the proponent to minimize or eliminate impacts to the potentially impacted site(s) as needed to avoid Desecration:</p> <ol style="list-style-type: none"> i. if the STSA revises its response to indicate there is no objection to the application, the Parties will confirm, in writing, approval of permit issuance including the addition of reasonable and appropriate conditions, if applicable. ii. if the STSA determines that, in its view, desecration will not be avoided and affirms the objection to the application, the Province will advise the applicant of the objection with reasons for declining the current application, and provide a final opportunity for the applicant to revise and resubmit their application. The applicant must be advised that the application may not be granted if Desecration is anticipated to occur. <p>The Province will consider the final application package, including but not limited to all measures taken by the applicant to minimize or eliminate impacts to the sites such that desecration is avoided, the nature of STSA's final comments, the addition of reasonable and appropriate permit conditions, if applicable, and make a decision with respect to the issuance or rejection of the application in accordance with the spirit and intent of section 4 of the Act.</p>
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3.0	<p>3.1 Request for an Alternate Response Time – Province. If the Province notifies the PRRO with a request for a shortened review period, usually 15 calendar days, the PRRO will provide one of the following responses:</p> <ul style="list-style-type: none"> a) approval to the request, in which case the timelines for providing a final response will be adjusted accordingly; or b) rejection of the request, in which case the standard 30 calendar days timeline will remain in effect.
4.0	<p>4.1 Request for an Alternate Response Time – PRRO. If a final response cannot be provided within the 30 calendar days, the PRRO may request an extension of time, which request the Minister will consider and not unreasonably deny.</p>
5.0	<p>5.1 No final response from PRRO within agreed upon timeframe. If PRRO has not provided final response to the Province on the Referral Package within the agreed upon timeframe under sections 2, 3 or 4 above, the Province may proceed to make a decision with respect to the application.</p>
6.0	<p>6.1 Notice to STSA First Nations. The Province will notify the PRRO of the decision regarding the application and the PRRO will notify the STSA First Nations of that decision.</p>
7.0	<p>7.1 Exceptions. Exceptions to the processes established in 1.0-6.0 include:</p> <ul style="list-style-type: none"> 7.1.1 Direct Issuance of a <i>Heritage Conservation Act</i> Permit. When the Province receives an application with letters of support from STSA First Nations, then the Minister may proceed to make a decision without any need of further engagement under this Agreement, subject to consultation outside of this process with other affected First Nations. 7.1.2 Specific Amendment Requests for Previously Issued <i>Heritage Conservation Act</i> permits. <ul style="list-style-type: none"> a) Amendment requests received by the Province to: <ul style="list-style-type: none"> i. extend a previously issued <i>Heritage Conservation Act</i> permit expiry date, or ii. transfer a previously issued <i>Heritage Conservation Act</i> permit to someone within the same company who employed the previous permit holder,

	<p>will be forwarded to the PRRO as a method of notification and information sharing, but there will be no further engagement following the processes laid out in Schedule III, steps 1-6.</p> <p>b) All other amendment requests for previously issued <i>Heritage Conservation Act</i> permits will be forwarded to the PRRO for review and response, following the processes laid out in Schedule III, steps 1-6.</p>
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