

BRIEFING NOTE FOR INFORMATION

DATE: January 29, 2021

PREPARED FOR: John Allan, Deputy Minister, Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Pressure to move a *Land Act* application forward for a Bridal Falls Gondola Project near the community of Chilliwack

BACKGROUND:

- An application for a significant gondola project located near Bridal Falls was received by Front Counter BC on July 28, 2020 (File 2412430). The application was under review and discussion until December 18, 2020, at which time it was accepted.
- The application received is for the intensive portion of the project which includes a Commercial Recreation Component (406.68 ha), Roadway Component (4.45 ha) and a Utility (Power Line) Component (2.47 ha) for a total area of 413.60 ha.
- The Commercial Rec Intensive use area will include a Base Area (parking, lower terminal facilities, retail, administrative and public plaza), Mid Mountain Area (gondola pass through terminal) and Summit Area (Summit terminal, retail, food service, administrative offices, interpretive centre).
- The application is now with the Lands Officer to begin the detailed review process.

s.13; s.18

- A larger extensive use application is planned for submission but requires splitting due to the size being over 2,000 ha. The extensive use component overlaps with significant local recreation uses in the popular Chipmunk Creek area as well as timber harvesting land base.
- The Cheam First Nation is an invested partner in the project. An Economic Impact Assessment has been completed for the proposed project that indicates significant employment and local investment benefits from both project construction and operations.
- Mountain Resorts Branch (MRB) has received an Expression of Interest (EOI) from Bridal Veil Mountain Resort Ltd. in November of 2020, under the All Season Resorts Policy (ASRP). The EOI is for a destination all season resort covering approximately 4,500 ha of Crown Land which overlaps the Gondola proposal. This all season resort proposal was originally submitted to MRB in 2003, however was withdrawn due to lack of financing.
- The EOI was completed by a reputable resort master planning consulting firm which envisions a world class 4 season resort targeting the local, regional, and destination marketplace. MRB has determined that the EOI meets the requirements of ASRP and has accepted the EOI. Under ASRP resort proposals of this size and scope undergo a rigorous and lengthy review



process and often trigger an Environmental Assessment under the Reviewable Project Regulation.

DISCUSSION:

s.13; s.16

NEXT STEPS:

s.13; s.16

Attachment(s): Map indicating the Gondola and Mountain Resort proposals

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REVIEWED BY:

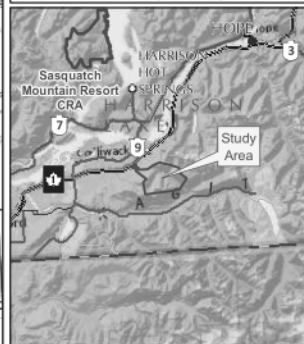
	Initials	Date
DM	JA	February 2, 2021
ADM	CS	January 29, 2021
RED	AJ	January 29, 2021



Bridal Veil Mountain Resorts Proposed Controlled Recreation Area and Bridal Falls Gondola Corp. Adventure Tourism Tenure Applications

- Proposed Gondola Location
(Bridal Veil Mountain Resort)
- Bridal Falls Gondola Corp. AOI
(AT Application)
- Intensive Use Area (Bridal Falls
Gondola Corp.)
- Bridal Veil Mountain Resort EOI
Area
- Indian Reserve
- Park
- Surveyed Rights of Way
- Private Land
- Municipalities

Date: 2021-01-28
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BRIEFING NOTE

Meeting with Sierra Club, Ancient Forest Alliance, and Wilderness Committee

Sierra Club	Jens Wieting, Senior Forest and Climate Campaigner
	Mark Worthing, Coastal Projects Lead
Ancient Forest Alliance	TJ Watt, Campaigner
	Andrea Innes, Campaigner
Wilderness Committee	Torrance Coste, National Campaign Director

Background:

- The Sierra Club, Ancient Forest Alliance, and Wilderness Committee are working together focused on forestry practices on the coast of British Columbia. The majority of their focus is on old growth logging, including permanent protection of old growth forests.

Issues:

Old growth forests:

- The Sierra Club, Ancient Forest Alliance, and Wilderness Committee are three environmental non-government organizations (ENGOS) that work together to protect coastal old growth forests from logging.
- The ENGOS welcomed the independent panel report from Al Gorley and Garry Merkel. They have specific interests including:
 - Early engagement with Indigenous Nations as they believe many Nations would like temporary deferrals for all old forests in their territories.
 - Early decision by government to defer many more areas of old forest under recommendation 6 of the report.
- The Wilderness Committee has continued to launch campaigns, including a recent one that may target government offices. The purpose of the campaign is to pressure government to make quicker decisions on protecting old growth.
- ENGOS have targeted March 11 as the six-month mark since the report release. They are expecting decisions on new deferrals ahead of this date and reference the suggested timeframe in the panel report.
- ENGOS are critical on government messaging to-date on the nine recent deferrals. They feel the government news release misrepresented that the areas as inflating the amount of old growth within the areas. Revised government messaging now includes the total area of the deferrals (353,000 ha.) and the old growth component (196,000 ha.).

BRIEFING NOTE

Recent Government Engagement

- Prior to the announcement of the intent to strike an independent panel review of old growth, the ENGOs were heavily involved in campaigning against old growth logging particularly on Vancouver Island.
- Former Minister Doug Donaldson committed to a process of sharing information with the ENGOs through a series of meetings with West Coast Region staff in 2019. Although data was shared, and in general there no large discrepancies in the data, it was the interpretation of the data and policy approaches where disagreement remained.
- The ENGOs met with Al Gorley and Garry Merkel during their provincial engagement tour between October 2019 and January 2020 to provide their perspectives.
- Following the submission of the report to government, early conversations between ADM David Muter and ED Brian Bawtinheimer occurred with the ENGOs to keep them apprised of key next steps. This occurred ahead of the interregnum period.
- Following interregnum, in January 2021, a reoccurring series of meetings have been established involving bi-weekly calls with the ENGOs. Next steps include the need to expand the meetings and engagement approach to include other ENGOs from additional organizations.

Key Messages:

- The ministry is aware and understands the desire of the ENGOs to defer more areas of old forest. The report identifies criteria to consider for deferrals and requires engagement to determine appropriate areas.

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- The Province remains committed to continue to work with ENGOs in a collaborative manner.

BRIEFING NOTE FOR INFORMATION

DATE: January 22nd, 2021

PREPARED FOR: Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: FLNR's roles in support of South East Coal operations prepared for the February 8th joint minister's leadership meeting with the Ktunaxa Nation.

BACKGROUND:

- Teck Resources (Teck) operates four coal mines, directly employing 3,600 workers and 7,200 support workers contributing approximately 85% of the Province's mineral tax revenues averaging \$330M annually with an estimated economic impact of \$11B annually.
- Teck's new proposed projects, have a projected economic impact on the province of approximately \$83B over their mine lives (40 years). Without the new mines and mine expansions, production is forecasted to decline by approximately 50% from 2024 to 2030.
- FLNR staff partner with the Ministry's of Energy, Mines and Low Carbon Innovation (EMLI), Environment and Climate Change (ENV), Indigenous Relations and Reconciliation (IRR) and the Ktunaxa Nation (KNC) on Elk Valley land stewardship and Teck related authorizations.
- In March 2020, BC signed a Letter of Intent (LOI) with the KNC that sets out new initiatives to address the stewardship issues that both parties believe are important in supporting ongoing mining in the Elk Valley.

DISCUSSION:

s.13; s.18



s.13; s.16

KEY ISSUES:

s.13; s.16

RESPONSES:

s.13; s.16



PREPARED BY:

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REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM		
Program Dir/Mgr.	GW	Jan. 25/21

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s.12 ; s.13 ; s.18

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s.12 ; s.13 ; s.16

BRIEFING NOTE FOR INFORMATION

DATE: February 3, 2021

PREPARED FOR: Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Collaboration with shíshálh Nation and Pender Harbour Dock Management Plan amendments and implementation

BACKGROUND:

- Extensive history of Provincial involvement in Pender Harbour (PH) dock tenures and the development of the Pender Harbour Dock Management Plan (DMP) is documented in the Transition Note, attached.
- Staff from the Province and shíshálh have met with Pender Harbour Area Residents Association (PHARA) regarding their proposed DMP changes, some of which can be supported while others are not. The Deputy Minister of FLNRORD and the shíshálh Chief are the decision makers regarding acceptance of amendments to the policy.
- Dock applications are reviewed jointly with shíshálh Nation in accordance with the Shared Decision-Making protocol agreed to in the Foundation Agreement signed in 2018. The DMP is an important guiding policy for the review and offer of tenures (new and replacement) as well as addressing unauthorized docks.

DISCUSSION:

s.13; s.16



s.13; s.16

NEXT STEPS:

s.13; s.16



Attachment(s):

- 1- Pender Harbour Dock Mgmt Plan Updated Transition Note
- 2- Stakeholder Communication Plan.

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REVIEWED BY:

	Initials	Date
DM	JA	2021/02/10
ADM	CS	2021/02/04
RED	AJ	2021/02/04
Program Dir/Mgr.	TM	2021/02/03

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Meeting Request for Deputy Minister or Minister	
Meeting Requested by	South Coast Region Staff
Meeting Purpose	Briefing regarding Pender Harbour Shared Decision-Making.
Preferred Date/Time of meeting	Week of February 1-5
Meeting Duration	45 minutes
In person / via phone	Via phone
Staff Attendees: Y/N/Who	Yes: DM John Allan, ADM Craig Sutherland, Allan Johnsrude
Materials: Y/N	Yes
Cliff Log #	
eApprovals #	
Materials due to MO	<i>[MO to complete]</i>
Materials due to DMO	<i>[DMO to complete]</i>
Material due to ADM	<i>[ADMO to complete]</i>

MEETING BULLETS

DATE: February 8, 2021

PREPARED FOR: Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

REGARDING: Meeting with Garry Merkel regarding a proposal for a Centre of Excellence in Indigenous Land Management

SUMMARY:

- Garry Merkel is a Registered Professional Forester, natural resource management expert and a member of the Tahltan Nation. He was one of the two-person old growth panel members and co-chairs the Chief Forester's (CF) public advisory committee.

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- Garry is the co-chair of the Minister's Forest and Range Practices Advisory Council (PAC), appointed by the First Nations Forestry Council. In this role, he has provided leadership to the *Forest and Range Practices Act* (FRPA) Improvement Initiative, and the new forest landscape level planning regime.

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STRATEGIC CONSIDERATION AND MESSAGES:

- Garry has been a strong partner with the ministry for his work on the old growth panel and as co-chair of the CF's public advisory panel. We thank Garry for his work in developing the old growth report and for his contribution to innovative forestry practices in BC.
- The old growth panel developed a 3-year implementation timeline ahead of the COVID-19 pandemic. The government election also impacted timelines. Many external stakeholders are going to try to hold BC to the 3-year timeline. A statement from Garry about the challenges with their proposed timeframes would assist in keeping people understanding government remains committed while working through these challenges.

s.13

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REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM	DM	2021-02-09
Program ED	BB	2021-02-08



BRIEFING NOTE FOR DECISION

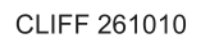
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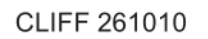


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FNR-2021-14093



BRIEFING NOTE FOR INFORMATION

DATE: February 10, 2021

PREPARED FOR: John Allan, Deputy Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Progress of Site C Project – February Update

BACKGROUND:

- The Comptroller of Water Rights Office in the Water Management Branch is responsible for issuing and managing the water licences and related authorizations for Site C. The Comptroller of Water Rights and other officials under the *Water Sustainability Act* are impartial statutory decision-makers.
- The Site C project is authorized by two main water licences and is currently divided into 20 phases. Under the licences, BC Hydro is required to obtain a Leave to Commence Construction (LCC) for each phase. Each phase may be divided into components as determined in discussions between BC Hydro and the Independent Engineer (IE).
- BC Hydro will request an LCC from the Comptroller's office for a phase when it has sufficient information to confirm the general arrangement of the works of the components of a phase. The LCC allows BC Hydro to proceed to detailed design for each component. The IE reviews the detailed designs and reports with a letter of recommendation to the Comptroller's office for review and acceptance that the construction of the component may proceed.
- When construction is completed, and terms and conditions have been met, a final Leave to Commence Operation will be issued.
- Following the October 20, 2020 diversion of the Peace River, BC Hydro has made progress on the dam, powerhouse, reservoir clearing, and associated works.
- Progress on the project has been impacted by the provincial health orders related to COVID-19 and uncertainty related to right bank foundation issues.
- The Comptroller of Water Rights Office is working closely with BC Hydro and agencies to coordinate the submission of documentation from BC Hydro and reviews, by agencies and the Comptroller of Water Rights Office, required to ensure that the Comptroller's Office can make decisions to support BC Hydro's construction schedule (see attached schedule for remaining orders).

DISCUSSION:

BC Hydro has seen impacts to the Site C construction schedule due to the provincial health orders related to COVID-19 and the concerns around the right bank stability. It is unclear the extent to which this has impacted the overall and long-term schedule.

Staff are working closely with BC Hydro to understand their construction schedule and communicate the time requirements needed by the Comptroller of Water Rights Office to review and make decisions on any required authorizations. This includes determining what documentation BC Hydro needs to submit to the IE and to the Comptroller and what the decision points are under the water licence and *Water Sustainability Act*. There are external processes that may affect timing, including recommendations for right bank stability enhancements from Peter Milburn and the Project Assurance Board's independent expert review. BC Hydro processes for submission of information and approaches to authorizations are being discussed and developed to try to reduce the turn around time of the Comptroller of Water Rights Office, to ensure work can progress smoothly. Continued

communication and consistent resourcing in Water Management Branch are required to understand timelines and deliver authorizations.

There has been significant media coverage of the foundation stability issues on the right bank. A large Freedom of Information request has also taken a significant amount of staff time to complete.

The Comptroller's office is being transparent with BC Hydro to be clear regarding the time required to review documents and make a decision to maintain independence as an impartial decision-maker.

SUMMARY:

- The construction schedule for Site C is dynamic due to some technical issues and COVID-19.
- The Comptroller of Water Rights Office and agencies are working together to ensure the appropriate authorizations are in place to facilitate progress.

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- An update will be provided in March 2021, or earlier if there are any developments to report.

Attachment: Summary of remaining orders under conditional water licences

PREPARED BY:

Ted White
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778-698-3981

REVIEWED BY:

	Initials	Date
DM	JA	2021.02.12
Associate DM		
DMO		
ADM	DM	Feb 12, 2021
ED	LP	Feb 10, 2021
Program Dir/Mgr.	TW	Feb 9, 2021

Site C Project
Remaining Orders under Conditional Water Licences

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Site C Project
Remaining Orders under Conditional Water Licences

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BRIEFING NOTE FOR DECISION

DATE: February 11, 2021

PREPARED FOR: John Allan, Deputy Minister, Ministry of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Approval of the 2020 FLNRORD Strategic Risk Register Performance Update

BACKGROUND:

- In support of government's Enterprise Risk Management (ERM) cycle and as required by core policy, the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) maintains a Strategic Risk Register which identifies and monitors risks that may prevent achievement of strategic goals and objectives (see Appendix 1).
- Capturing these strategic risks and associated mitigation strategies informs the Ministry's overall strategic planning process (i.e. implementation of Government's priorities and the Ministry Priorities). It also forms the basis of an annual risk register submission to the Ministry of Finance Risk Management Branch (RMB).
- Due to the COVID-19 emergency response crisis, a full refresh and update of the Ministry's risk register was deferred by RMB. In Fall 2020, risk reporting resumed, with the requirement to provide a performance update on risk treatments and progress on mitigation strategies. An in-depth review of the Ministry's risk register will be undertaken in preparation for the upcoming June 2021 submission.
- The following note summarizes the Ministry's risk register updates based on an evaluation of the adequacy of risk treatments and progress on additional planned actions since approval of the last risk register submission in February 2020. As this performance update is submitted to the Ministry of Finance RMB, the updated risk register has also been reviewed and approved by Assistant Deputy Minister Trish Dohan.

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NEXT STEPS:

Deputy Minister approval of the performance update on the above noted four risks, for submission to Ministry of Finance (by February 16).

Re-alignment of the risk register to the new Ministry Mandate Letters, 2021/2022-2023/24 FLNRORD Service Plan and 2021/22 Ministry Priorities, and exploration of new emerging risks in preparation the upcoming June 2021 submission. (Spring 2021).

OPTIONS:

Option 1: Approve the FLNRORD Strategic Risk Register performance update.
This will enable the ministry to meet the timelines from RMB.

Option 2: Do not approve the update, if a full refresh of the FLNRORD Risk Register is preferred now rather than this Spring. Missing the RMB submission deadline would result in that Branch using out of date information to complete their cross ministry risk report update for DMC.

RECOMMENDATION:

Option 1: Approve the FLNRORD Strategic Risk Register performance update.



2021.02.12

☒ Approved / ☐ Not Approved

Signature
John Allan, Deputy Minister

Date

Attachment(s): Appendix 1 – FLNRORD 2020 updated Strategic Risk Register

PREPARED BY:

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REVIEWED BY:

	Initials	Date
DM	JA	2021.02.12
Associate DM		
DMO		
ADM/ED	MH	Feb 11, 2021
Program Dir/Mgr.	SP	Feb 9 2021

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s.16 ; s.22

BRIEFING NOTE FOR INFORMATION

DATE: February 17, 2021

PREPARED FOR: John Allan, Deputy Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: British Columbia Agreement with Aga Khan

BACKGROUND:

- The Intergovernmental Relations Secretariat (IGRS) in the Premier's Office has been leading the development of a bilateral international agreement between British Columbia (BC) and the Ismaili Imamat (a legal entity and subject of international law) as represented by the Prince Aga Khan (hereafter Aga Khan).
- The agreement has two parts:
 - The "Agreement of Cooperation", or main agreement, which establishes the overarching intentions for the relationship that BC and the Aga Khan wish to establish. There are few specific commitments included beyond establishing that the jurisdictions will seek ways to work together toward shared objectives.
 - Appendix One, which sets out the terms for a specific arrangement between the Aga Khan and FLNRORD and involves the ministry providing tools and technical training on climate adaptation tools. It also includes an opportunity for reciprocal sharing of data and expertise by the Aga Khan to BC if desired.
- IGRS first contacted FLNRORD technical staff in OCF and South Area in 2019 to learn about the Bio-geoclimatic Ecosystem Classification (BEC) climate adaptation tools being used in BC, which are of interest to the Aga Khan. Staff met directly with IGRS to facilitate understanding of the tools and inform an assessment by IGRS of whether the BEC could provide a practical opportunity for learning and exchange between the two jurisdictions.
- The outcome of that assessment was that an exchange of information and expertise pertaining to the BEC climate adaptation tools was a viable focus for the partnership that the Province and Aga Khan were seeking to pursue. IGRS approached the Office of the Chief Forester (OCF) late in 2019 with initial questions about a potential agreement, and followed up in December 2020 to inform that the agreement was going ahead and to arrange a consultations with the ADM's responsible.
- ADMs Diane Nicholls and Paul Rasmussen have recently reviewed the Agreement of Cooperation and Appendix One and provided input into the finalization of the documents. IGRS incorporated all input received into the current wording of the draft agreement, including:
 - Ensuring that FLNRORD will participate on the Implementation Sub-committee formed to oversee the implementation of the agreement. This will help ensure ministry oversight of the resources being dedicated to the partnership and associated costs.
 - Ensuring that appropriate measures will be taken to reduce the risk of COVID-19 transmission during any exchanges between the jurisdictions.



DISCUSSION:

s.13; s.16

NEXT STEPS:

s.13; s.16

PREPARED BY:

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REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO	JA	Feb 17 2021
ADM	DN	Feb 17 2021
Program Dir/Mgr.	KH	Feb 17 2021

**MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL
EMERGENCY MANAGEMENT BC
BRIEFING NOTE FOR DECISION**

TO: Honourable Murray Rankin, Minister of Indigenous Relations and Reconciliation
Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource
Operations and Rural Development
Honourable Mike Farnworth, Minister of Public Safety and Solicitor General

OPTION 1: RECOMMENDED

ISSUE: Extension of the Collaborative Emergency Management Agreement with
T̓silhqot'in National Government (TNG)

BACKGROUND:

- The 2017 wildfire season was challenging for TNG communities. At the time, it was the most devastating wildfire season in British Columbia based upon hectares burned, communities impacted, and Provincial State of Emergency declarations.
- In the TNG communities, the wildfires had devastating impacts and the immediate need for rapid response actions resulted in escalating conflict between response agencies, local governments and TNG communities due to confusion about jurisdictional responsibilities and gaps in communication – particularly as it related to the evacuation of people from communities threatened by wildfire.
- In addition, the service agreement between ISC and EMBC had only been signed on April 1, 2017, which did not allow ample time in advance of the wildfire season for the Province to develop well thought out processes and approaches when supporting and coordinating response efforts with First Nations.
- In April 2018, a Collaborative Emergency Management Agreement (CEMA), signed by the Province (Emergency Management BC (EMBC), Ministry of Indigenous Relations and Reconciliation (MIRR), Ministry of Forests, Lands, Natural Resources and Rural Development (FLNRORD)), the Department of Indigenous Services Canada (ISC) and the TNG focused on improving emergency management within the T̓silhqot'in communities, including enhancing the role and capacity in emergency management and exploring opportunities for partnership (See Appendix A)
- EMBC is the Provincial lead agency for implementation and ISC is the funding contributor. The CEMA is due to expire on February 18, 2021.

DISCUSSION:

- CEMA implementation components include community-level reports stemming from the 2017 wildfires experience. "The Fires Awakened Us" (Appendix B) was jointly released in April 2019 by the Province, Canada, and TNG. The CEMA

Working Group members representing Provincial agencies, TNG and ISC are collaborating on a workplan that seeks to address the calls to action within the report.

- A second and significant commitment of the CEMA includes provisions to jointly work to explore and develop a feasibility study for a regional emergency centre, training facility, and evacuation centre ("Emergency Centre"). The TNG has submitted a \$40M facility proposal for their vision of an emergency management centre of excellence and follow up assessment by the signatories of the agreement is still required. There is no formal request or commitment of funding for the proposal, but it is anticipated that TNG will be actively seeking funding for this planned infrastructure in future agreements. In the interim, BC Wildfire Service (BCWS) are collaborating with TNG on accessing existing but underutilized infrastructure in the region (Riske Creek Wildfire Zone office and facility) to support immediate facility needs while the feasibility study for long-term needs continues.
- As a component of addressing the calls to action in "The Fires Awakened Us," a bridging agreement was collaboratively developed in November 2019 in a tri-lateral Emergency Response Protocol with the BC Wildfire Service, Emergency Management BC, TNG and the Cariboo Regional District (CRD). This agreement ensures continued delivery of emergency management services in the court declared title area and has significantly enhanced relationships between TNG, BCWS, the CRD and EMBC.
- At the CEMA Working Group level, all parties have expressed interest in extending the CEMA. CEMA Working Group representatives have discussed the concept of an interim extension agreement (Appendix C) to the CEMA that would reduce pressure on all parties currently responding to the COVID-19 pandemic and allow for additional time to seek an appropriate mandate and negotiate a renewed emergency management agreement. Given the timeframe to complete an extension, ISC and Provincial agencies are advocating for signing the agreement in counterpart by Regional Director General (ISC) and Provincial Deputy Ministers. Staff at the Ministry of Attorney General have provided input into the draft extension agreement and are supportive of this approach, provided that the respective cabinet ministers are briefed accordingly.
- In addition to extending the existing Agreement, the CEMA partners have added:
 - Establishing a working committee to further explore and assess the feasibility of the proposed T̓silhqot'in-led regional Emergency Center, including identifying potential sources of funding; and,
 - Discussing and seeking solutions in response to the recommendations from the T̓silhqot'in COVID-19 report which is forthcoming (date TBC).
- Provincial CEMA Working Group members are seeking direction by senior officials to guide further dialogue on the future of the CEMA with TNG and ISC.

OPTIONS:

OPTION 1: RECOMMENDED

- Delegate authority to the Deputy Ministers to extend the existing Collaborative Emergency Management Agreement (CEMA) with the Tsilhqot'in National Government (TNG) for one (1) year until February 18, 2022, with a goal of reaching agreement on the substantive terms of the Renewal Agreement by October 31, 2021. This approach is recommended to reduce pressure on all parties currently responding to the COVID-19 pandemic and allow for additional time to seek an appropriate mandate and negotiate a renewed emergency management agreement.
 - Pros:
 - Does not require additional resources (human, financial, etc.).
 - Maintains existing partnership and relationship built with the TNG through the current CEMA.
 - Maintains momentum on existing projects under the workplan.
 - Cons:
 - Ministry will not be responding to an emerging issue.
 - Defers; does not resolve the issue.

OPTION 2:

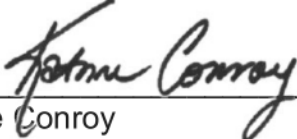
- Do not extend the existing Collaborative Emergency Management Agreement (CEMA) with the Tsilhqot'in National Government (TNG).
 - Pros:
 - Does not require further Provincial resources to negotiate a renewed agreement and implement the actions in the work plan.
 - Cons:
 - Does not maintain relationships built with the TNG since 2017.
 - Does not support the implementation of the work plan and projects to support TNG in Emergency Management.
 - Will create political issues between the TNG, the Province and the Federal Government.

OTHER MINISTRIES IMPACTED/CONSULTED:

- MIRR, EMBC, PSSG, Indigenous Services Canada

DECISION APPROVED/ NOT APPROVED

DATE:



Katrine Conroy
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

Feb 18, 2021

Date

PREPARED BY:

Ryan Jordan (MIRR)
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Kayla Pepper (EMBC)
Director, Indigenous Community Relations,
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REVIEWED BY:

	Initials	Date
DM	JA	Feb 16 2021
Assoc DM	RM	Feb 16 2021
ED	IM	Feb 12 2021
Pgm Dir/Mgr	JJ	Feb 11

Attachment(s)

Appendix A: Collaborative Emergency Management Agreement

Appendix B: The Fires Awakened Us report

Appendix C: Draft Collaborative Emergency Management Agreement Extension
Agreement



COLLABORATIVE EMERGENCY MANAGEMENT AGREEMENT

Dated for reference February 19, 2018

("Agreement")

BETWEEN

**The TSILHQOT'IN NATION as represented by the Tsilhqot'in National
Government
("Tsilhqot'in Nation")**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the
Minister of Indigenous Services
("Canada")**

AND

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

(Collectively, the "Parties")

BACKGROUND:

- A. In the summer of 2017, the Tsilhqot'in communities were at the heart of the largest wildfires in the history of British Columbia. As a result of climate change and other factors, wildfires pose a constant and increasingly significant risk for Tsilhqot'in communities and the Chilcotin region.
- B. Each of the Parties holds significant responsibilities in respect of emergency management for Tsilhqot'in communities. British Columbia enters this Agreement with the support of the Ministry of Forests, Lands and Natural Resource Operations and Rural Development and the Ministry of Public Safety & Solicitor General.

- C. The 2017 Tsilhqot'in wildfire experience highlights the strengths, expertise and opportunities within Indigenous communities—as well as issues that the Parties wish to collectively address to ensure seamless and effective emergency management, including wildfire response, across governments (federal, provincial and Indigenous).
- D. In a spirit of collaboration, the Parties wish to draw on the Tsilhqot'in experience as a critical opportunity to support the role and capacity of the Tsilhqot'in Nation and Tsilhqot'in communities as true partners and leaders in emergency management.
- E. The above work is being done within the context of a broader provincial commitment to learn from 2017's unprecedented wildfire and spring flooding and to improve emergency management. For this purpose, the Province has launched an independent strategic review of all aspects of the provincial response and is engaging with British Columbians to develop recommendations. The work done with the Tsilhqot'in Nation and communities is intended to inform work with other Indigenous governments and communities, and the broader commitment to improve overall emergency management in the Province.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Purposes of the Agreement

1. The Parties share the common goals of:
 - a. improving risk assessment and emergency preparedness, response, recovery and mitigation activities related to natural hazards ("Emergency Management") and making best efforts to develop recommendations to take advantage of learnings from the experience in the Tsilhqot'in communities.
 - b. enhancing the role and capacity of Tsilhqot'in peoples in Emergency Management;
 - c. building trust and relationships;
 - d. delivering emergency services in a way that is efficient and effective for all Parties and all British Columbians;
 - e. supporting the Tsilhqot'in Nation and Tsilhqot'in communities as true partners in Emergency Management, including wildfire mitigation, preparedness, response and recovery activities ("Wildfire Management");

- f. coordinating the Parties' respective decision-making, interests, values, roles and responsibilities into an integrated and effective Emergency Management regime; and,
 - g. establishing a nation-to-nation framework for Emergency Management and Wildfire Management based on recognition and respect.
2. The Parties will work together, through a collaborative tripartite process, to:
- a. document the experience of the Tsilhqot'in Nation in the 2017 wildfires;
 - b. identify and address potential strategic operational and jurisdictional gaps, issues and opportunities for improvement;
 - c. ensure available emergency services are comparable to those provided to similar communities and other residents in British Columbia and are delivered in an efficient and effective manner;
 - d. develop and support the implementation of recommendations to enhance the role and capacity of Tsilhqot'in peoples in Emergency Management, including a review of infrastructure, operational requirements and other capacity needs for effective Emergency Management in the Tsilhqot'in Communities;
 - e. identify and support the implementation of policies and protocols to allow seamless and effective Emergency Management across all levels of governmental authorities (federal, provincial, regional, municipal and Indigenous);
 - f. identify recommendations to streamline and simplify processes for reimbursement of response and recovery costs;
 - g. build on the strengths and expertise of the Tsilhqot'in Nation to improve Emergency Management, and support the creation of a new model of excellence in Emergency Management and Wildfire Management, that can serve to inform other Indigenous communities, British Columbia and Canada;
 - h. jointly work to explore, and develop as feasible, the Tsilhqot'in proposal for a regional emergency centre, training facility and evacuation centre (collectively, "Emergency Centre"), as set out in section 7, below; and,

- i. address other issues in Emergency Management as may be identified by the Parties.

(collectively, the "Purposes").

Steering Committee

3. The Parties will establish a Steering Committee, comprised of senior officials, with the mandate to work collaboratively to advance the Purposes of the Agreement.
4. The Steering Committee will issue a report, or series of reports, utilizing the expertise and experience of all Parties to make immediate and longer-term recommendations to advance the Purposes of the Agreement.
5. The Parties will work together in good faith to review and implement recommendations, as agreed to by the Parties, in a timely manner.

Building Tsilhqot'in Capacity

6. As a priority, the Parties will jointly identify and work to resource the urgent capacity needs of the Tsilhqot'in communities for effective Emergency Management and Wildfire Management in the 2018-2019 fiscal year, prior to April 1, 2018.
7. As a potential component of a new 'model of excellence' for a partnership approach in Emergency Management the Parties will (a) assess the feasibility of the Tsilhqot'in proposal for a regional Emergency Centre and assess whether the proposal supports the common goals of this Agreement, and (b) work to further develop and implement the elements of the proposed regional Emergency Centre identified as feasible and consistent with the common goals of this Agreement.

Term

8. This Agreement is effective on the date that it is fully executed by all Parties and remains in effect for three years from that date, unless extended by agreement of the Parties in writing.
9. This Agreement may be terminated by any Party with six (6) months written notice.

Funding

10. The Parties recognize that adequate funding is essential to the success of the Agreement and will determine the funds necessary to support Tsilhqot'in participation and achieve those actions agreed to through this Agreement.

General Clauses

11. Nothing in this Agreement will be construed as:
 - a. an admission of any fact or liability in relation to activities or decisions of any Party that occurred prior to this Agreement;
 - b. an acknowledgment of any obligation to provide any particular financial, economic or other funding unless or until agreed to by the Parties.
12. This Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or to the positions that any Party may advance in any proceeding.
13. This Agreement does not fetter or limit, and shall not be deemed to fetter or limit, the decision-making authority of any Party or their authorized representatives.
14. The Parties agree that this Agreement will be implemented in a manner consistent with the established rights of other First Nations under section 35 of the *Constitution Act 1982*, as well as the Province and Canada's ongoing duty to consult with First Nations and seek to accommodate potential adverse impacts on asserted Aboriginal rights and title claims, as appropriate, in accordance with the common law and the provisions of applicable First Nations' Treaties and engagement agreements.
15. Any payment under this Agreement is subject to appropriations approved by the appropriate authority, and payments may be terminated or reduced in the event that funds are not available in the fiscal year in which payment is to be made.
16. This Agreement may be executed in counterparts and by facsimile by the Parties.

Representing the Tsilhqot'in National Government

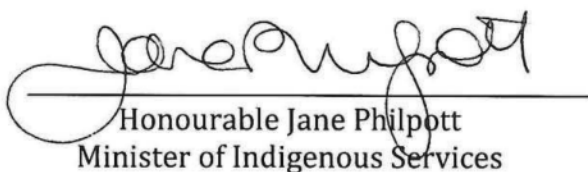


Chief Joe Alphonse, Tl'etinqox
Tribal Chair, TNG

Feb 15, 2018

Date

Representing the Government of Canada




Honourable Jane Philpott
Minister of Indigenous Services

Feb 15, 2018.

Date

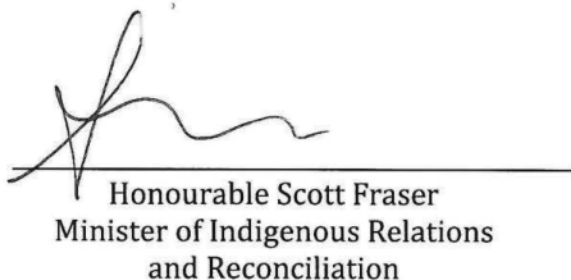
Representing British Columbia



Honourable Mike Farnworth
Minister of Public Safety and Solicitor General

19/02/2018

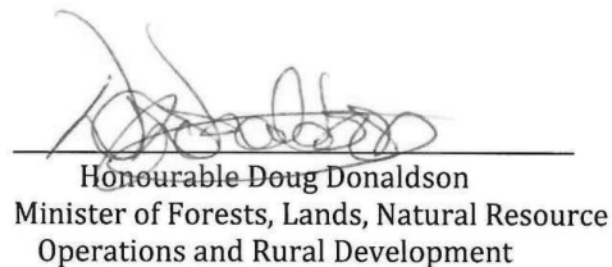
Date



Honourable Scott Fraser
Minister of Indigenous Relations
and Reconciliation

Feb. 19, 2018

Date



Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

Feb. 19/18

Date



NAGWEDIŽK'AN GWANEŠ GANGU CH'INIDŽED GANEXWILAGH

The Fires Awakened Us

TSILHQOT'IN REPORT- 2017 WILDFIRES

Verhaeghe | Feltes | Stacey

Page 060 of 226 to/à Page 178 of 226

Withheld pursuant to/removed as

Copyright



COLLABORATIVE EMERGENCY MANAGEMENT EXTENSION AGREEMENT

Dated for reference February 17, 2021
("Extension Agreement")

BETWEEN

The T̓SILHQOT'IN NATION as represented by the T̓silhqot'in National Government
("T̓silhqot'in Nation")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the
Minister of Indigenous Services
("Canada")

AND

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

(Collectively, the "Parties")

BACKGROUND:

The tripartite Collaborative Emergency Management Agreement (CEMA) was signed February 18, 2018 and expires on February 18, 2021. Since the signing of the CEMA, there have been several successful advancements by all of the Parties towards reconciling responsibilities in respect to Emergency Management including addressing these responsibilities through seamless and effective emergency management and wildfire response across the governments.

Through the CEMA, the Parties have made progress that informs overall emergency management work with Indigenous Nations in British Columbia. The Parties have drawn from the experiences of the T̓silhqot'in in emergency management through the Calls to Action from the jointly released *Nagwedižk'an Gwaneš Gangu Ch'inidžed Ganexwilagh - Fires Awakened Us Report* (April 24, 2019).

The Parties continue to seek collaborative approaches to enhancing T̓silhqot'in emergency services that are comparable to those provided to similar communities and other residents in British Columbia and ensuring that they are delivered in an efficient and effective manner.

2020 was an unprecedented year. The COVID-19 pandemic depleted capacities from all Parties. The progress toward advancing the goals of the CEMA were delayed and in some situations stalled. With delays from elections it is essential that there is full and informed involvement from all Parties in matters of emergency management.

The Parties wish to extend the term of the CEMA through this Extension Agreement with a collective commitment towards continued collaboration and the intent to develop a renewed CEMA that reflects advancements to establishing a meaningful T̓silhqot'in role in emergency management.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**Purpose:**

1. The purpose of this Extension Agreement is to extend the term of the CEMA and identify key priorities for collaboration by the Parties under the CEMA during this extended term.
2. Upon execution by all Parties, this Extension Agreement is effective as of February 17, 2021.

CEMA Term Extended

3. The term of the CEMA is extended until February 18, 2022 (the "Term") in accordance with section 8 of the CEMA.
4. The Parties will continue to implement the CEMA during the Term, including by:
 - a) reinforcing the commitments and common goals set out in the CEMA;

- b) continuing all collaborative workplans and projects;
- c) continuing Steering Committee bi-monthly meetings and committee-based projects;
- d) continuing Senior Official and Senior Leadership meetings;
- e) establishing a working committee to further explore and assess the feasibility of the proposed T̓silhqot'in-led regional Emergency Center, including exploration of possible costs and potential sources of funding;
- f) discussing the recommendations from the T̓silhqot'in COVID-19 report; and
- g) continuing to provide funding to T̓silhqot'in Nation for CEMA purposes for eligible project activities, in accordance with existing Indigenous Services Canada program terms and conditions and at 2020/2021 funding levels, for the term of this Extension Agreement.

CEMA Renewal Agreement


- 5. The Parties share the goal of negotiating a multi-year agreement to renew and advance the Parties' collaborative work under the CEMA, building on the progress and experience to date (the "Renewal Agreement"), prior the expiry of the Term of this Extension Agreement.
- 6. The Parties will promptly establish a committee to develop and negotiate the Renewal Agreement. The Parties will make all reasonable efforts to reach agreement on the substantive terms of the Renewal Agreement by October 31, 2021.
- 7. The Parties recognize that adequate funding is essential to the success of the Renewal Agreement and will work together to identify funding amounts required to adequately support the Renewal Agreement.

General Clauses

- 8. Nothing in this Agreement will be construed as:
 - a) an admission of any fact or liability in relation to activities or decisions of any Party that occurred prior to this Extension Agreement;
 - b) an acknowledgment of any obligation to provide any particular financial, economic or other funding unless or until agreed to by the Parties.
- 9. Any payment that may be made under this Extension Agreement is subject to appropriations approved by the appropriate authority, and payments may be terminated or reduced in the event that funds are not available in the fiscal year in which payment is to be made.

10. This Extension Agreement may be executed in counterparts and by facsimile or electronic copy by the Parties.

Representing the T̓silhqot'in National Government



Jenny Philbrick
Executive Director, TNG


February 18, 2021_____
Date

Representing the Government of Canada

Minister of Indigenous Services Canada,
as represented by Catherine Lappe,
BC Regional Director General


Date

Representing British Columbia



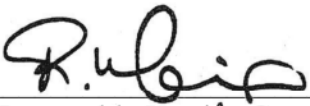
Honourable Mike Farnworth
Minister of Public Safety and Solicitor
General as represented by Tara Richards,
Deputy Minister

February 18, 2021_____
Date



for Honourable Murray Rankin
Minister of Indigenous Relations and
Reconciliation as represented by Doug Caul,
Deputy Minister

February 18, 2021_____
Date



Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource
Operations and Rural Development, as
represented by Rick Manwaring, Associate
Deputy Minister

February 18, 2021_____
Date

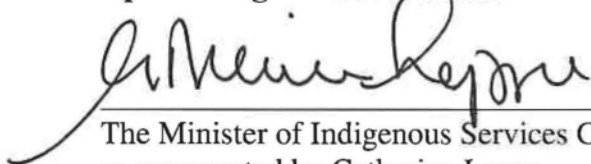
10. This Extension Agreement may be executed in counterparts and by facsimile or electronic copy by the Parties.

Representing the Tsəilhqot'in National Government

Jenny Philbrick
Executive Director, TNG

Date

Representing the Government of Canada



The Minister of Indigenous Services Canada
as represented by Catherine Lappe,
BC Regional Director General

Feb. 18, 2021
Date

Representing British Columbia

Honourable Mike Farnworth
Minister of Public Safety and Solicitor
General as represented by Tara Richards,
Deputy Minister

Date

Honourable Murray Rankin
Minister of Indigenous Relations and
Reconciliation as represented by Doug Caul,
Deputy Minister

Date

Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource
Operations and Rural Development, as
represented by Rick Manwaring, Associate
Deputy Minister

Date

BRIEFING NOTE FOR DECISION

DATE: February 17, 2021

PREPARED FOR: The Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Approval of Amendment No. 1 to the *Coast Appraisal Manual*

RECOMMENDED OPTION:

The Minister approves Amendment No. 1 to the *Coast Appraisal Manual* (CAM).

BACKGROUND:

- The CAM is a public document that contains the policies and procedures used to determine stumpage rates in B.C.
- Under section 105 of the *Forest Act*, these policies and procedures have statutory status.
- The Minister can approve changes by signing the attached memorandum on or before the intended effective date of March 1, 2021.
- The main purpose of Amendment No. 1 to the *Coast Appraisal Manual* (CAM), intended to be published March 1, 2021, is to complete the annual update to the sawlog stumpage rate table for Community Forest Agreements (CFA), Woodlot Licences (WL) and their associated road permits.
- Other changes include 2 machine class edits to Appendix I Equipment and Labour Rates and an overall reformatting of the manual. These are “housekeeping” in nature as there are no policy effects to the manual. As the manual is several pages shorter in length, and for simplicity, the entire manual is provided as the Attachment.

DISCUSSION:

Average Sawlog Stumpage Rate Tables

An interim procedure has been developed that provides for the Coast to align with the Interior calculation method and schedule of updates as follows:

- For the calculation of average sawlog stumpage rates, the current calculation method for the Coast uses the previous 12-months of billed stumpage information.
- The new calculation method uses the current active stumpage rates (January 1/21, October 1/20, July 1/20, and April 1/20) and then follows the Interior method procedures.
- CFA, WL, and associated road permit stumpage rates are derived from the average sawlog stumpage rates and are calculated at thirty (30) percent of the average sawlog stumpage rate table, which is as approved under separate cover by the Director, Timber Pricing Branch, and effective March 1, 2021.
- On the Coast, the update to the average sawlog stumpage rates table is made every March 1.
- It is the intention of the Coast to update these rates November 1, 2021 and continue to update every 6 months thereafter as is done with the Interior.

The current CFA, WL and associated road permit rates expire on February 28, 2021; thus, requiring this amendment be effective on March 1, 2021.

CONSULTATIONS:

Consultations with the Coast MPS Technical Sub-committee (CMPSTS) and the B.C. Federation of Woodlot Associations (BCFWA) were completed. Both groups responded positively regarding the calculation method as it reduces time lags. However, the CMPSTS is not in full agreement with the timing of rate updates to align with the Interior. BCFWA would also prefer predictability of rates and an annual rate update.

RECOMMENDATION:

Approve and implement Amendment No. 1 to the *Coast Appraisal Manual*, by approving and signing the attached memorandum on or before March 1, 2021, to bring this amendment into effect and to implement the new rates for CFAs, WLs and their associated road permits.

☒ Approved / Not
Approved



Signature
Katrine Conroy
Minister of Forests, Lands, Natural
Resource Operations and Rural
Development

February 24, 2021

Date

Attachments. 1. Memo to Coast REDS Re: Amendment No. 1 to the *Coast Appraisal Manual*
2. Amendment No. 1 - *Coast Appraisal Manual*, effective March 1, 2021

PREPARED BY:

Kelly Schellenberg
A/Senior Timber Pricing Forester (Coast)
(250) 387-8353

REVIEWED BY:

	Initials	Date
DM	JA	2021.02.18
ADM	MS	
ED	JS	Feb. 18, 2021
Program Dir/Mgr.	AB	Feb 18, 2021



File: 280-20

Cliff: 261284

February 24, 2021

BY EMAIL

To: Coast Regional Executive Directors

From: Honourable Katrine Conroy, Minister,
Ministry of Forests, Lands, Natural Resource
Operations and Rural Development

Re: Amendment No. 1 to the Coast Appraisal Manual (CAM)

I hereby approve Amendment No. 1 to the Coast Appraisal Manual, to be effective on March 1, 2021.

The main purpose of Amendment No. 1 to the *Coast Appraisal Manual* (CAM), intended to be published March 1, 2021, is to complete the annual update to the sawlog stumpage rate table for Community Forest Agreements (CFA), Woodlot Licences (WL) and their associated road permits.

Other changes include 2 machine class edits to Appendix I Equipment and Labour Rates and an overall reformatting of the manual. These are "housekeeping" in nature as there are no policy effects to the manual. As the manual is several pages shorter in length, and for simplicity, the entire manual is provided as the Attachment.

Copies of the amendment and the amended CAM are available at the following link:
<https://www2.gov.bc.ca/gov/content/industry/forestry/competitive-forest-industry/timber-pricing/coast-timber-pricing/coast-appraisal-manual-and-amendments>

Further amendments or revisions to this manual require my approval.

Katrine Conroy
Minister

Attachment

pc:

Melissa Sanderson, Assistant Deputy Minister, Forest Policy and Indigenous Relations Division

Jim Schafthuizen, Executive Director, Forest Policy and Indigenous Relations Division

Allan Bennett, Director, Timber Pricing, Forest Policy and Indigenous Relations Division

Patrick Asante, Manager, Timber Pricing, Forest Policy and Indigenous Relations Division

BRIEFING NOTE FOR INFORMATION

DATE: February 18, 2021

PREPARED FOR: John Allan, Deputy Minister of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD)

ISSUE: Update on approach to adjudicating conflicting gondola/resort applications at Bridal Falls near Chilliwack

BACKGROUND

Two tourism focused proposals have been received by FLNRORD for the same area of Crown Land:

1. Bridal Falls Gondola (BFG) application – gondola proposal under the Adventure Tourism Policy (AT)
 - Application received July 28, 2020 (File 2412430) to South Coast Region; accepted for review December 18, 2020.
 - Applicant is Jayson Faulkner (Bridal Falls Gondola Corp).
 - Proposes intensive use portion - Commercial Recreation Component (406.68 ha), Roadway Component (4.45 ha) and a Utility (Power Line) Component (2.47 ha) for a total area of 413.60 ha.
 - A larger extensive use application is planned for submission but requires splitting due to the size being over 2,000 ha.
 - The Cheam First Nation is a partner in the project.
 - An Economic Impact Assessment has been completed for the proposed project.
2. Bridal Veil Mountain Resort (BVMR) – resort proposal under the All Seasons Resort Policy (ASRP)
 - Expression of Interest (EOI) received November 20, 2020 by Mountain Resorts Branch (MRB).
 - Applicant is Norman Gaulkel (Bridal Veil Mountain Resort Ltd).
 - This proposal was originally submitted to MRB in 2003 however was withdrawn due to lack of financing.
 - Proposes a destination all seasons resort covering approximately 4,500 hectares of Crown land targeting the local, regional, and destination marketplace.
 - EOI was completed by a reputable resort master planning consulting firm.
 - Scope of proposal may be subject to reviewability under the *Environmental Assessment Act*.
 - The EOI was formally accepted on January 21, 2021 for initial review and consideration of future application acceptance.

The two proposal areas overlap substantially (Attachment 1), are mutually exclusive and include existing cultural/First Nation, environmental, public recreation and natural resource interests:

- Spotted owl, salamander and mountain goat habitat
- Motorized and non-motorized public recreation trails
- Timber Harvesting Landbase, existing Forest Service Road and other forestry designations
- First Nations: Sto:olo, Ts'elxweyegw Tribe, Peters, Popkum, Chawathil, Kwaw-Kwaw-Apilt, Union Bar, Skwah and Cheam.

- *Land Act* Map Reserve for Water Conservation

DISCUSSION:

s.13; s.16



s.13; s.16

NEXT STEPS:

s.13; s.16

PREPARED BY:

Greg Mouchian
Resource Manager, Lands
South Coast Region
(236) 455-1644

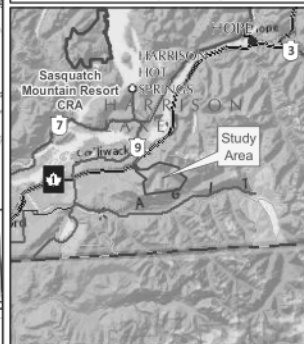
REVIEWED BY:

	Initials	Date
DM	JA	2021.02.23
Associate DM		
DMO		
ADM Coast	CS	Feb. 19/21
ADM IROD	MA	Feb 22/21
Program ED	JG	Feb. 19/21
RED	AJ	Feb. 19/21
Program Dir/Mgr.	GM	Feb. 18/21

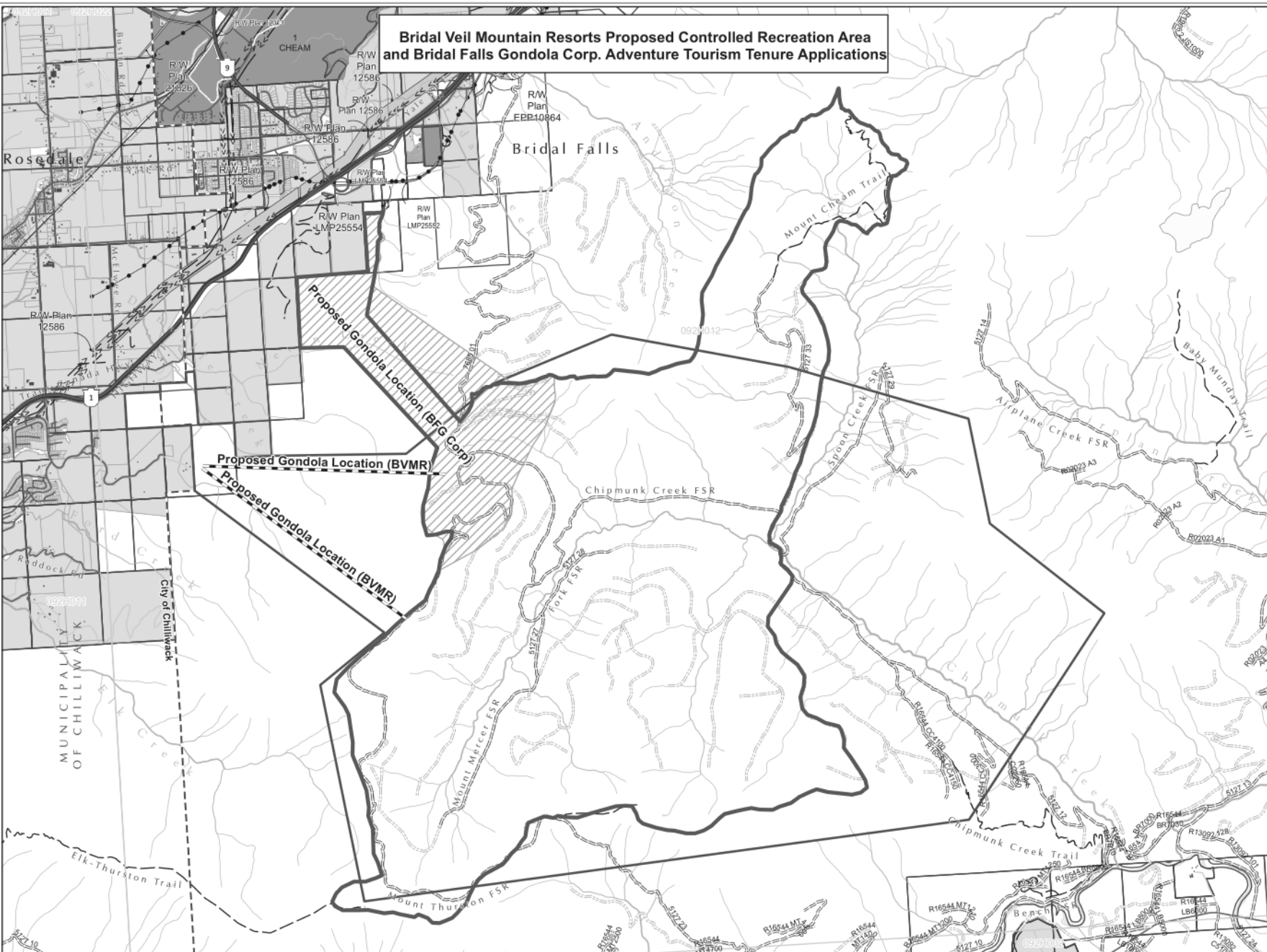


- Proposed Gondola Location (Bridal Veil Mountain Resort)
- Bridal Falls Gondola Corp. AOI (AT Application)
- Intensive Use Area (Bridal Falls Gondola Corp.)
- Bridal Veil Mountain Resort EOI Area
- Indian Reserve
- Park
- Surveyed Rights of Way
- Private Land
- Municipalities

Date: 2021-01-28
User Name: csteinke
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Bridal Veil Mountain Resorts Proposed Controlled Recreation Area and Bridal Falls Gondola Corp. Adventure Tourism Tenure Applications



261477 Attachment 2:
AT/ASRP Comparison Table

	Adventure Tourism	All Seasons Resort
Fees	\$250 application fee	\$10 000 application fee for Interim Agreement \$ 15 000 Master Plan \$15 000 Master Development Agreement \$150,000 EA (if determined a reviewable project section 27(1) EA Act
Process steps	Application is split up by land use, intensive use vs extensive use, with possible multiple applications based on land use and size of extensive use area (max area 2000 ha / extensive use application). Initial review of application package, tenure management plan for completeness and conflicting land interests by Land Officer. Legal land status to review land encumbrances. Staking and advertising, referrals to local agencies and a public commenting period. First Nations consultations. Assessment of the ability of the land to support the proposed AT use. Approval of tenure management plan. Review and decision made by designated Decision Maker.	EOI: Public advertisement and invitation for competing proposals; referrals to FNs, government agencies (including EAO and local government) and stakeholders; Technical/environmental/feasibility assessment Competitive Process to determine Sole Proponent and application for Interim Agreement Confirmation of Reviewability under EA Act Formal Proposal and Master Plan stages include progressively more detailed review and assessment, including economic feasibility/market assessment, referrals to agencies, stakeholders and FNs, and public consultation. Development of revenue sharing agreements with FNs. Master Plan and Master Development Agreement decisions
Tenure Framework	Separate licences and SRWs for intensive uses, extensive use and other infrastructure on Crown Land.	60 year MDA acts as blanket Licence for purpose of Controlled Recreation Area; Leases and SRWs for Recreation Improvements on Crown Land; fee simple disposition of Crown land for real estate development.
Process timeframe	Unbound. Process advancement is a function of government delivery and proponent ability to address critical issues	Unbound. Process advancement is a function of government delivery and proponent ability to address critical issues
Pricing	Based on policy for land use. Commercial: 7.5% of BCA land value or \$500 minimum.	2% Gross Revenue paid annually Fixed Crown Land Pricing over initial 10years, transitioning to percentage of ALV

	<p>Utilities: 7.5% of utility zone value or \$500 minimum</p> <p>Roadway: 7.5% of 2x utilities zone land value, \$500 min.</p> <p>AT Extensive: Based on client days - \$1 for non mechanized, \$6 for other mechanized / motorized</p>	
Decision Points	Crown Land Allocation Principles Tenure Management Plan	<p>Sole Proponent</p> <p>Interim Agreement</p> <p>Master Plan</p> <p>Master Development Agreement</p>

BRIEFING NOTE FOR DECISION

DATE: February 12, 2021

PREPARED FOR: Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Forest Tenure Opportunity Agreement with Ts'elxwéyeqw Tribe

RECOMMENDED OPTION:

Option 1: Minister approves the Ts'elxwéyeqw Tribe Forest Tenure Opportunity Agreement for a First Nations Woodland Licence.

BACKGROUND:

- On June 28, 2018, the Minister of Forests, Lands, Natural Resources Operations and Rural Development approved a mandate (CLIFF 238819) to negotiate with the Ts'elxwéyeqw Tribe (previously know as the Ch-ihl-kway-uhk) a Forest Tenure Opportunity Agreement (FTOA) for a First Nations Woodland Licence (FNWL) that includes volume reserved for BC Timber Sales (BCTS) in the Fraser Timber Supply Area (TSA).
- In accordance with the mandate, Coast Area Forest Tenures, Chilliwack Natural Resource District, and BCTS staff have negotiated an FTOA (Attachment 1) with Ts'elxwéyeqw Tribe.
- The proposed FTOA, signed by the Ts'elxwéyeqw Tribe on January 14, 2021, provides an opportunity for a long-term, area-based forest tenure in the form of a FNWL; and
- The proposed licence boundary is 18,502 hectares which is anticipated to support an allowable annual cut (AAC) of approximately 80,255 m³, of which 39,985 m³ per year will be reserved for BCTS for the term of the licence.

DISCUSSION:

s.13; s.16



OPTIONS:

s.13; s.16

☒ Approved / Not Approved

Signature

February 24, 2021

Date

Honourable Katrine Conroy
Minister of Forests, Lands, Natural
Resource Operations and Rural
Development

Attachments (2):
1. Ts'elxwéyeqw Tribe FTOA for signature (**requires signature and witness**)
2. FTOA conveyance letter to Ts'elxwéyeqw Tribe (**requires signature**)

PREPARED BY:

Colleen Broekhuizen
Timber Tenures Specialist
Coast Area Forest Tenures
(250) 739-8227

REVIEWED BY:

	Initials	Date
DM	JA	2021.02.19
Associate DM		
DMO		
ADM	CS	February 19, 2021
RED, RSC	AJ	February 16, 2021
Director, IRB	LM	February 12, 2021
CSS	SO	February 8, 2021
Director, RWC	RH	February 8, 2021
Section Head	SLR	February 5, 2021

Forest Tenure Opportunity Agreement

(the "Agreement")

Between:

Ts'elxwéyeqw Tribe

As represented by

The President

(the Ts'elxwéyeqw Tribe)

and

Her Majesty the Queen in Right of the Province of British Columbia

as represented by the Minister of Forests, Lands, Natural Resource Operations
and Rural Development

("British Columbia" or the "Province")

(collectively the "Parties")

WHEREAS:

- A. The Ts'elxwéyeqw Tribe represents the following members Ts'elxwéyeqw Villages: Aitchelitz (Äthelets), Skowkale (Sq'ewqéyl), Shxwhá:y, Soowahlie (Th'ewá:li), Squiala (Sxwoyehálá), Tzeachten (Ch'iyáqtel), Yakweakwioose (Yeqwyeqwí:ws).
- B. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- C. This Agreement, and the benefits flowing from it, will assist Ts'elxwéyeqw Tribe in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to poverty among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that Ts'elxwéyeqw Tribe has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve Ts'elxwéyeqw Tribe community's well-being.
- E. Ts'elxwéyeqw Tribe has Aboriginal Interests within its Traditional Territory.

- F. This Agreement is intended to provide an opportunity for Ts'elxwéyeqw Tribe to identify and pursue its socio-economic objectives and, in connection with those objectives, to assist Ts'elxwéyeqw Tribe in achieving progress towards closing socio-economic gaps between the members of Ts'elxwéyeqw Tribe and non-Aboriginal people in British Columbia, and to assist in achieving stability and greater certainty for forest resource development on Crown lands within the Traditional Territory of Ts'elxwéyeqw Tribe which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner.
- G. Pursuant to the *Forestry Revitalization Act* (Bill 28:2003) (the FRA) the allowable annual cut for specified licences was reduced in order to provide forest tenure opportunities to other parties, including First Nations. The Minister has allocated 40,270 cubic metres per year from the volume acquired from the specified licences under the FRA to be associated with the licence issued in accordance with this Agreement.

BACKGROUND:

- I. BC Timber Sales (BCTS) is a program within the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (the Ministry) having a mandate to provide cost and price benchmark data for timber harvested from Crown land in British Columbia.
- II. Pursuant to section 43.54 (2) of the *Forest Act*, the Minister may enter into a First Nations Woodland Licence (FNWL) with a First Nation or its representative to implement or further an agreement between the First Nation and the government respecting treaty-related measures, interim measures or economic measures.
- III. Pursuant to subsection 43.54 (4) of the *Forest Act*, the First Nation may be required to surrender one or more section 12 *Forest Act* agreements (Forest Tenures) before the Minister can enter into a FNWL.
- IV. Pursuant to section 43.55 (1) (h.1) of the *Forest Act*, the volume of timber available to the holder of a FNWL may be subject to a reservation of a specified amount of timber that the Minister may make available to a party other than the holder of the FNWL through one or more BCTS licences.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. "Aboriginal Interests" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal

title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

- 1.2. "Act" means the *Forest Act*.
- 1.3. "BC Fiscal year" means the time period starting April 1 of a year and ending on March 31 of the year immediately following.
- 1.4. "BCTS" means BCTS as defined under the *Forest Act*.
- 1.5. "BCTS Licence" means a timber sale licence or a forestry licence to cut issued by BCTS to a person other than the Licensee entirely or partially comprised of volume under a BCTS Reservation.
- 1.6. "BCTS Reservation" means a specified volume of timber reserved from the Licence in accordance with section 43.55(1)(h.1) of the *Forest Act*.
- 1.7. "Cut Control" is the restriction imposed on the total volume of timber that may be harvested under a Forest Tenure in accordance with Division 3.1 of Part 4 of the *Forest Act*.
- 1.8. "Effective Date" means the date on which this Agreement has been signed by both Parties.
- 1.9. "FNWL" means a First Nations Woodland Licence under the Forest Act.
- 1.10. "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in section 12(1) of the *Forest Act*.
- 1.11. "Licence" means a FNWL as defined in the *Forest Act* issued in accordance with Part 3 of this Agreement.
- 1.12. "Licence Area" means the area(s) defined in the Licence over which the Licensee will have the exclusive right of harvest subject to and in accordance with the terms and conditions of the *Forest Act* and the Licence.
- 1.13. "Licensee" means the holder of a FNWL issued in accordance with Part 3 of this Agreement.
- 1.14. "Minister" means the Minister responsible for the *Forest Act*.
- 1.15. "Representative" carries the same meaning as in the *Forest Act*.
- 1.16. "Traditional Territory" means Ts'elxwéyeqw Tribe's claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A to this Agreement.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Provide an opportunity for Ts'elxwéyeqw Tribe to identify and pursue its socio-economic objectives and, in connection with those objectives, to assist Ts'elxwéyeqw Tribe in achieving progress towards closing socio-economic gaps between the members of Ts'elxwéyeqw Tribe and non-Aboriginal people in British Columbia.
- 2.2. Promote and increase Ts'elxwéyeqw Tribe's participation in the forest sector by providing an opportunity to the Ts'elxwéyeqw Tribe to acquire an area based replaceable forest tenure designed to support a timber harvest volume equivalent to the timber harvest volume currently held by the Ts'elxwéyeqw Tribe under a non-replaceable forest tenure.
- 2.3. Provide an accommodation in respect of potential impacts of forestry decisions and operations to Aboriginal Interests of the Ts'elxwéyeqw Tribe within its Traditional Territory.
- 2.4. Provide forest harvest opportunities to Ts'elxwéyeqw Tribe in areas including areas administratively identified by the Minister to be used to support the BCTS program.
- 2.5. Provide Ts'elxwéyeqw Tribe with an opportunity to acquire the timber harvest volume to which it is to be entitled under the forest harvest opportunity from a total area larger in size than the Minister could otherwise make available to the Ts'elxwéyeqw Tribe through a FNWL by combining the smaller area with areas administratively identified by the Minister to be harvested under the BCTS program.

3. Forest Tenure Opportunity

- 3.1. It is a condition precedent for the issuance of the Licence referred to in section 3.2, that the Ts'elxwéyeqw Tribe surrender the Forest Tenure(s) identified in section 4.1 of this Agreement. The Province agrees that the surrender of such Forest Tenure(s) may be made conditional on the issuance of said Licence.
- 3.2. After the execution of this Agreement and on the receipt of the surrender(s) referred to above in section 3.1, the Minister will invite Ts'elxwéyeqw Tribe, or its Representative, to apply for a FNWL to be located in the Fraser Timber Supply Area.
- 3.3. The appointment of a Representative by the Ts'elxwéyeqw Tribe for the purpose of holding the Licence issued in accordance with this Agreement must be made in accordance with the *Forest Act*.

- 3.4. A Licence issued in accordance with this Agreement is proposed to total approximately 18,502 hectares in size covering the areas identified on the map attached as Appendix B to this Agreement. The actual size, location and boundaries of the Licence Area will be finalized during the application process and the approved allowable annual cut (AAC) determined for each area under the Licence will reflect the final size and location of the areas under the Licence.
- 3.5. The final location of and AAC determined for any area under a Licence issued in accordance with this Agreement will be based on the assumptions used in the most recent timber supply analysis for the management unit in which the Licence Area is to be located. The actual AAC determined for each area under the Licence will be based on the approved management plan submitted by the Licensee, and will be subject to increases or decreases over time in accordance with revisions to the timber supply analysis, amendments to the management plan or as otherwise provided for under the Act.
- 3.6. If the AAC for the Licence is reduced significantly due to events outside of the control of the Ts'elxwéyeqw Tribe, the Parties will meet to discuss and work together in good faith to provide other socio-economic opportunities in the forest sector to the Ts'elxwéyeqw Tribe.
- 3.7. A Licence issued in accordance with this Agreement is to be a FNWL:
- 3.7.1. with a term of 25 years;
 - 3.7.2. subject to a BCTS Reservation of 39,985 cubic metres per year applicable to the Licence Area;
 - 3.7.3. that describes the process by which the area from which the volumes of timber reserved under the Licence will be selected;
 - 3.7.4. subject to Cut Control as if the Licence was a licence subject to section 75.4 of the *Forest Act* which only applies to volume available to the holder of the Licence;
 - 3.7.5. that will be eligible for replacement in accordance with the *Forest Act*;
 - 3.7.6. that will include the condition that the Ts'elxwéyeqw Tribe must comply with this Agreement; and
 - 3.7.7. that will include other terms and conditions as identified under s. 43.55 (1) of the Act including other terms and conditions determined by the Minister to be consistent with the *Forest Act*, *Forest and Range Practices Act*, *Wildfire Act*, and any regulations or standards under those Acts.

- 3.8. Should the AAC for the Licence be increased or decreased in accordance with section 3.5. of this Agreement, changes to the BCTS Reserve Volume will be increased or decreased proportionately to the increase or decrease in the AAC for the Licence.
- 3.9. The Parties agree that the BCTS Reservation will be reassessed at the time of each replacement of the Licence.
- 3.10. Notwithstanding any other provision of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under a Licence issued in accordance with this Part nor of the AAC available to the Licensee at any time under that Licence.
- 3.11. During the term of this Agreement and notwithstanding section 3.10, Ts'elxwéyeqw Tribe agrees that British Columbia has provided to Ts'elxwéyeqw Tribe an accommodation in respect of the potential impacts of forestry decisions and operations within the Traditional Territory on Ts'elxwéyeqw Tribe's Aboriginal Interests, in the form of a Licence provided for under this Agreement.
- 3.12. If a Licence issued in accordance with this Agreement remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be an accommodation as contemplated in sections 2.3 and 3.11 until the Licence expires or is terminated.
- 3.13. Any Licence issued in accordance with this Agreement can only be transferred in accordance with the *Forest Act*.

4. Surrender of Licences prior to issuance of the Licence

- 4.1 In accordance with this Agreement, Ts'elxwéyeqw Tribe agrees to surrender the Forest Tenure(s) identified in Appendix C of this Agreement.

5. Rebate of Past Rent

- 5.1 On the surrender of the Forest Tenure(s) identified in Appendix C of this Agreement, the Province agrees to rebate to Ts'elxwéyeqw Tribe a portion of the annual rent collected since 2008 for those Forest Tenure(s) in accordance with the calculation under Appendix D.
- 5.2 The Province will pay the amount referred to in section 5.1 to Ts'elxwéyeqw Tribe on or before 30 days after the issuance of a Licence in accordance with this Agreement.

5.3 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Ts'elxwéyeqw Tribe pursuant to this Part is subject to:

5.3.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and

5.3.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 5.3.1.

6. Reporting of Tenure Information

6.1. British Columbia, in its commitment to the goals of the Transformative Change Accord, may require the Ts'elxwéyeqw Tribe to provide certain information on measurable benefits the Ts'elxwéyeqw Tribe community has been able to achieve as a result of this Agreement.

6.2. Ts'elxwéyeqw Tribe agrees to cooperate with British Columbia, provided British Columbia has provided a reasonable request in writing, in providing the information in a format acceptable to both Parties and in a manner that maintains the confidentiality of that information in accordance with applicable statutory requirements.

7. Ts'elxwéyeqw Tribe Traditional Territory

7.1. The Parties agree that for the purposes of this Agreement, the map attached as Appendix A represents the Traditional Territory of the Ts'elxwéyeqw Tribe.

8. Economic and Operational Stability within Ts'elxwéyeqw Tribe Traditional Territory

8.1. Ts'elxwéyeqw Tribe agrees to respond to any request for discussions sought by British Columbia in relation to any acts of intentional interference contrary to applicable law by members of Ts'elxwéyeqw Tribe, who are employed by Ts'elxwéyeqw Tribe or any of its businesses, with provincially authorized forest activities within the Ts'elxwéyeqw Tribe's Traditional Territory and will work co-operatively with British Columbia to assist in resolving any such matters.

9. Term and Termination

- 9.1. The term of this Agreement is the later of 5 years or the termination of a Licence issued in accordance with this Agreement.
- 9.2. This Agreement will take effect on the date on which the last Party has executed it.
- 9.3. If a Licence has not been issued in accordance with this Agreement, this Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 9.3.1 expiry of its term;
 - 9.3.2 90 days notice by either Party to the other Party; or
 - 9.3.3 mutual agreement of the Parties.
- 9.4. This Agreement may be terminated by British Columbia if the Licence issued in accordance with this Agreement is cancelled, surrendered or otherwise terminated under the *Forest Act*.
- 9.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under section 9.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.
- 9.6. If the Licence issued in accordance with this Agreement, is replaced, the term of this Agreement will be deemed to be amended so as to extend the term of this Agreement to the expiry of the replaced Licence.

10. Dispute Resolution

- 10.1. If a dispute arises between British Columbia and Ts'elxwéyeqw Tribe regarding the interpretation of a provision of this Agreement, the Parties or Representatives will meet as soon as is practicable to attempt to resolve the interpretation dispute.
- 10.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and Ts'elxwéyeqw Tribe.
- 10.3. If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation dispute.

11. Amendment of Agreement

- 11.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

- 11.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

12. Suspension or Cancellation by the Minister

- 12.1. Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may, in accordance with the *Forest Act*, suspend or cancel the Licence issued under this Agreement if the Minister or a person authorized by the Minister determines that Ts'elxwéyeqw Tribe is not in compliance with this Agreement.
- 12.2. Prior to contemplating any action referred to in section 12.1, British Columbia will provide notice to Ts'elxwéyeqw Tribe of any alleged contravention of this Agreement that may lead to Ts'elxwéyeqw Tribe not being in compliance with this Agreement.

13. Entire Agreement

- 13.1. This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

14. Notice

- 14.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, transmitted by facsimile, or other electronic communication including e-mail, to the address of the other Party as set out in this section of the Agreement.
- 14.2. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. on that day.
- 14.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia	Ts'elxwéyeqw Tribe First Nation
Deputy Minister	President
Ministry of Forests, Lands, Natural Resource Operations and Rural Development	Ts'elxwéyeqw Tribe
P.O. Box 9525 STN PROV GOVT	Building 8A – 7201 Vedder Road
Victoria B.C. V8W 9C3	Chilliwack, BC V2R 4G5
Telephone: (250) 952-6500	Telephone: (604) 824-2692
Facsimile: (250) 387-3291	Facsimile: (604) 824-1247
Email:	Email: reception@ttml.ca

- 14.4. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy attached to an email, a photocopy or a faxed copy. Each facsimile, photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

15. Miscellaneous

- 15.1. This Agreement is to be interpreted in a manner consistent with provincial, federal and constitutional law.
- 15.2. Except as set out in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 15.3. British Columbia acknowledges and enters into this Agreement on the basis that Ts'elxwéyeqw Tribe has Aboriginal Interests within its Traditional Territory but that the specific nature, scope and geographic extent of Ts'elxwéyeqw Tribe's Aboriginal Interests have not yet been determined, and further that broader processes engaged in to bring about reconciliation will eventually result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of Ts'elxwéyeqw Tribe.
- 15.4. This Agreement does not exclude Ts'elxwéyeqw Tribe from accessing forestry economic opportunities and benefits which may

otherwise be available to them in addition to those expressly set out in this Agreement.

- 15.5. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend Aboriginal rights, or limit any priorities afforded to Aboriginal rights, including Aboriginal title.
- 15.6. This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 15.7. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 15.8. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 15.9. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 15.10. The laws of British Columbia will govern this Agreement.
- 15.11. This Agreement is not intended to limit any obligation of another Forest Tenure holder or other third party to Ts'elxwéyeqw Tribe.
- 15.12. For the purposes of this Agreement, the Minister may be represented by the Regional Executive Director responsible for the Fraser Timber Supply Area.
- 15.13. The appendices to this Agreement form part of the Agreement.

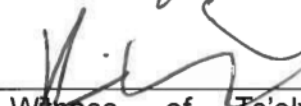
Signed on behalf of:

Ts'elxwéyeqw Tribe

President

Date:


January 14, 2021


Witness of Ts'elxwéyeqw Tribe
signature

Signed on behalf of:

British Columbia

Date: February 24, 2021


Minister of Forests, Lands, Natural
Resource Operations and Rural
Development

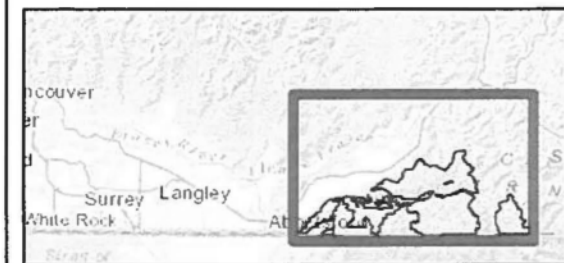
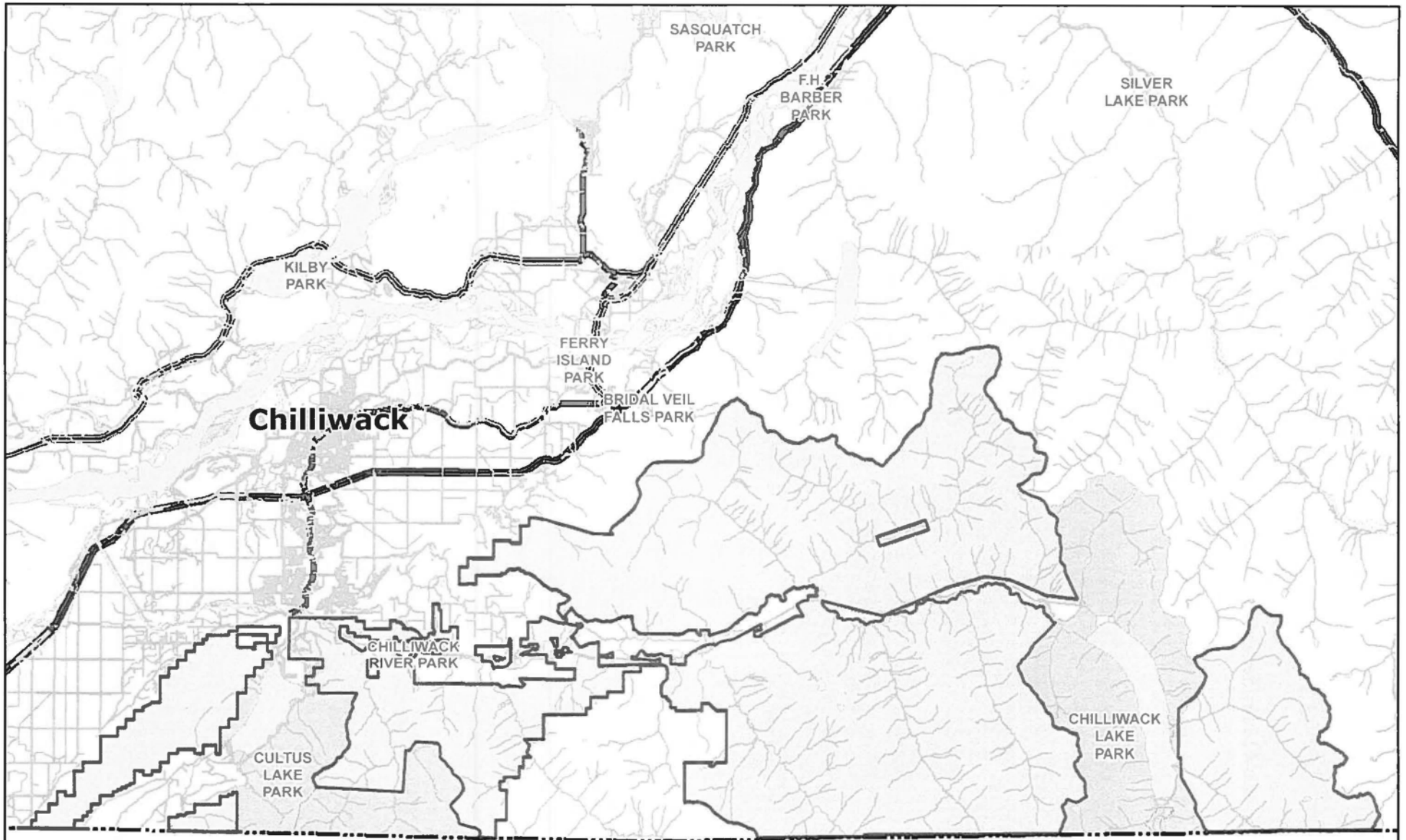

Witness of Minister signature

APPENDIX A

Map of Ts'elxwéyeqw Tribe Traditional Territory

On Following page

APPENDIX B
Proposed Licence Area of First Nations Woodland Licence
On Following Page



Forest Tenure Opportunity Agreement Appendix B **Ts'elxwéyeqw Forestry** **Proposed First Nations Woodland Licence**

Legend

- Ts'elxwéyeqw Forestry Proposed First Nation Woodland Licence Boundary
- Provincial Parks



Ministry of
Forests, Lands and
Natural Resource Operations

Created By: Chilliwack District
 Date: October 13, 2020
 Scale: 1:250,000
 Inset Scale: 1:2,000,000



APPENDIX C

Forest Tenure to be surrendered

1. Non-Replaceable Forest Licence A75807
Location: Fraser Timber Supply Area
Term: 2007-03-21 to 2027-03-20
AAC: 40,270 m³

Page 213 of 226

Withheld pursuant to/removed as

s.13 ; s.16



File: 14020-30/Ts'elxwéyeqw
CLIFF 261065

February 24, 2021

VIA EMAIL: reception@ttml.ca

Chief David Jimmie
Ts'elxwéyeqw Tribe
Building 8A-7201 Vedder Road
Chilliwack, British Columbia
V2R 4G5

Dear Chief David Jimmie:

I am pleased to provide you with the attached Forest Tenure Opportunity Agreement (FTOA) between the Ts'elxwéyeqw Tribe and the Province of British Columbia. The FTOA enables the Ts'elxwéyeqw Tribe to apply for a First Nations Woodland Licence (FNWL) under Section 43.54 of the *Forest Act*.

The Regional Executive Director of the South Coast Natural Resource Region will contact you soon with instructions on the application process, after which, you will be able to apply for the FNWL directly to the Regional Executive Director.

If you have any questions regarding the FTOA or next steps for the FNWL, please contact Colleen Broekhuizen, Timber Tenures Specialist, Coast Area, by email at colleen.broekhuizen@gov.bc.ca or by phone at (250) 739-8227.

Sincerely,

Katrine Conroy
Minister

Attachment: Ts'elxwéyeqw Tribe FTOA

pc: Allan Johnsrude, Regional Executive Director, South Coast Natural Resource Region
Leonard Feldes, Resource Manager, Chilliwack Natural Resource District
Stacey Gould, Timber Sales Manager, Chinook Business Area, BC Timber Sales
Colleen Broekhuizen, Timber Tenures Specialist, Coast Area
Kevin Webber, Forestry Manager, Ts'elxwéyeqw Tribe, via email: kevin.webber@ttml.ca
Keri Ardell, Operations & Projects Manager, Ts'elxwéyeqw Tribe, via email: keri.ardell@ttml.ca

Meeting with First Nations Forestry Council

Chief Bill Williams, President of the Board of Directors

Mike Kelly, Board of Directors

Chief Harley John Chingee, Board of Directors

Dr. Charlene Higgins, CEO

Dr. Charlene Higgins has worked with the BC First Nations Forestry Council (FNFC) since 2009 and has over 20 years of experience working with BC Aboriginal communities and organizations on the recognition and incorporation of Aboriginal title, rights, and cultural values in the management and use of natural resources.

Background:

- The First Nations Forestry Council (FNFC) is an advocacy organization that works to support Nations in their efforts to increase their role in the governance and stewardship of forest lands and resources, and participation in the forest sector.
- The FNFC does not represent Nations, nor are they a consultative body.
- The FNFC supports First Nations in their work with governments and others to ensure that First Nations' needs, values, and principles are factored into forestry-related legislation, policy and program development.
- The FNFC promotes jobs and training to increase First Nations participation in the forest sector, and to connect First Nations talent to opportunities and growth in the forest sector.
- The Mission of the FNFC includes:
 - To promote the implementation of processes to restore the land and ecosystem;
 - To work with partner organizations, such as the First Nations Leadership Council and others, to increase efficiencies and benefits to First Nations communities;
 - To work with governments and others to ensure that First Nations' interests, values, and principles are factored into forestry-related policy and program development, including policy and legislation reform;
 - To support First Nations in forest land use planning that is holistic and reflective of their traditional and contemporary knowledge, values, and governance systems;
 - To advocate on forestry matters on behalf of First Nations communities including access to an equitable share of benefits derived from the use of forest lands and resources;
 - To promote forestry-related opportunities for First Nations; and
 - To foster government-to-government and other working relationships and partnerships.
- The FNFC is governed by a Board of Directors composed of representatives from the First Nations Summit (FNS), the Union of BC Indian Chiefs (UBCIC), and the BC Assembly of First Nations (BCAFN). (Attachment 1)
- The FNFC is politically accountable to the First Nations Leadership Council (FNLC) and the First Nations they work and engage with.

BRIEFING NOTE FOR INFORMATION

DATE: February 17, 2021

PREPARED FOR: Honourable Katrine Conroy, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: March 1, 2021 meeting with the Land Title and Survey Authority Board Chair and Executive

BACKGROUND:

- The Land Title and Survey Authority (LTSA) was established in 2005 as a statutory, not-for-profit corporation responsible for managing, operating, and maintaining the land title and survey systems of British Columbia.
- While independent from government, the LTSA must operate within the *Land Title and Survey Authority Act* and meet obligations in a 60-year Operating Agreement with the Province.
- The LTSA is governed by a Board of Directors (see Appendix 1) selected from nominees provided by eight statutorily defined stakeholder entities, including the Province. The Province also provides input to the LTSA through the Stakeholder Advisory Committee.
- The Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRO) is responsible for government relations with the LTSA, the legislative framework under which the LTSA administers the land title and survey systems and overseeing the Operating Agreement.
- The LTSA and FLNRO executive hold semi-annual meetings to discuss matters of mutual interest. Diane Friedman, LTSA Board Chair, Al-Karim Kara, President and CEO and Gregory Steves, VP, Policy and Legal Services are expected to attend the upcoming March 1, 2021 meeting.

DISCUSSION:

The LTSA has prepared a meeting Agenda (Appendix 2), which addresses the topics below.

Introduction to the LTSA:

The LTSA will provide the Minister with a high-level overview of the organization, likely focusing on the governance structure of the LTSA and its relationship to the Province. The LTSA is governed by an eleven-member Board of Directors responsible for strategic oversight of the LTSA's business. Board members are elected from nominees put forward by various stakeholder groups (including the Province).

FLNRO is responsible for the *Land Title and Survey Authority Act*, through which the LTSA was established, as well as the *Land Title Act* and *Land Survey Act* which establish the legislative framework under which the Province's land title and survey systems operate. The Operating Agreement, a 60-year agreement between the LTSA and the Province, sets out the obligations of both parties including collaborative provisions and performance targets.

Operating Agreement Review Update:

Under the Operating Agreement, every five years, the parties must appoint an independent management consultant to conduct a review of the parties' performance. ^{s.13}

s.13

Kamloops Office Update (Historical Records Advisory Committee):

In 2018, the LTSA planned a relocation of the Kamloops Land Title Office and associated records. Concerns were raised by Indigenous Peoples and various stakeholder groups (e.g. lawyers and registry agents) as well as members of the public regarding the planned relocation of records from Kamloops to Victoria. Indigenous Peoples, stakeholders and members of the public asked for the relocation to be stopped and for proper consultation to occur. In response, the LTSA delayed the planned office move to January 2022, with records planned to be moved to Victoria by December 2021 and created a Historic Records Advisory Committee (HRAC). The main purpose of the HRAC is to provide advice to the LTSA on the preservation, digitization and accessibility to historical records. The HRAC includes representatives from the Assembly of First Nations, the Union of BC Indian Chiefs and the First Nations Summit.

Initiatives in Progress – Land Ownership Transparency Registry:

Since 2017, the LTSA has supported the Ministry of Finance (FIN) in its development of the *Land Ownership Transparency Act* (LOTA). LOTA creates a new registry for information about indirect ownership of land in BC. LOTA also establishes new statutory functions for the LTSA, including administering the new registry which launched in November 2020. The *Land Title and Survey Authority Act* was amended to establish administration of LOTA as one of the purposes of the LTSA; however, LTSA's role in administering the LOTA registry is governed by a separate Master Services Agreement with FIN.

Potential Public Interest Initiatives:Crown Land Tools Modernization

The LTSA is pursuing several growth opportunities including initiatives aimed at exploring opportunities to modernize Crown land tools. s.13

s.13

First Nations Land Registry

An additional growth opportunity that the LTSA is exploring, at the request of the Lands Advisory Board, is assistance in the development of a First Nations Land Register.

MINISTRY RESPONSE:

- FLNRO values the important role that the LTSA plays in operating and maintaining the integrity of BC's land title and survey systems.
- While FLNRO is ultimately responsible for the strategic policy and legislation that enables the operation of the province's land title and survey systems, FLNRO relies heavily on the LTSA's expertise to inform policy and to respond to emerging issues.
- The ongoing collaboration between FLNRO and the LTSA serves to realize shared interests.
- Going forward, FLNRO seeks the LTSA's continued support for, and collaboration respecting, ongoing mutual priorities as, well as a strong commitment to operating and maintaining BC's land title and survey systems in way that is responsive to stakeholders needs and in line with government's priorities, including government's commitment to reconciliation with Indigenous Peoples.

Attachment(s):

- Appendix 1 – LTSA Board of Directors
- Appendix 2 – 01March2021 – LTSA-FLNR-Board Meeting Agenda

PREPARED BY:

Kelly Vijandre
Senior Policy Advisor
Lands Branch
(778) 974-5848

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM		
Program Dir/Mgr.		

Land Title and Survey Authority of British Columbia
Board of Directors and their Stakeholder Nominating Entities

LTSA Board Members:

Diane Friedman, Chair

Sarf Ahmed

O'Brian Blackall

Bronwyn Denton

Shawna Farmer

Patrick Julian

Eugen Klein

Robert Simmons

Scott Smythe

Richard Walton

Angela Wesley

Nominating Entities:

British Columbia Association of Professional Registry Agents

Province of British Columbia

Association of British Columbia Land Surveyors

Association of British Columbia Land Surveyors

Society of Notaries Public of British Columbia

Law Society of British Columbia

British Columbia Real Estate Association

Province of British Columbia

Law Society of British Columbia

Union of British Columbia Municipalities

First Nations Summit



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s.13 ; s.16

