



SAULTEAU FIRST NATIONS

LAND AND RESOURCE ENGAGEMENT POLICY

Approved By Chief and Council
May 6, 2014

PREAMBLE:

Whereas Chief and Council of the Saulteau First Nations have certain inherent rights and obligations including an obligation to determine and develop priorities and strategies to care for and protect the land and resources within the territory of the Saulteau First Nations People for current and future generations to continue our way-of-life;

Whereas the inherent rights of the Saulteau First Nations People (First Nations) were recognized and affirmed by the United Nations *Declaration on the Rights of Indigenous Peoples, 2007*;

Whereas in addition to inherent rights, the treaty rights of the Saulteau First Nations People in the Treaty 8 Area were recognized and affirmed by s.35 of the *Constitutional Act, 1982*;

Whereas Crown activities and decisions respecting and resource use in the Treaty 8 Area impact the treaty rights of the Saulteau First Nations People and, in some cases, the Crown and Saulteau First Nations have entered consultation process agreements to further reconciliation of Saulteau First Nations sovereignty and Crown sovereignty; and

Whereas third party activities and decisions respecting land and resource use in the Treaty 8 Area will impact the treaty rights of the Saulteau First Nations People and, in addition to Crown's duty to consult and accommodate, third parties must engage the Saulteau First Nations to avoid, lessen, and mitigate impacts;

Therefore Chief and Council of the Saulteau First Nations adopted this land and resource engagement policy with respect to third party's activities in the Treaty 8 Area as a systematic approach to address impacts to the Saulteau First Nations People's Mode-of-life.

This Land and Resource Engagement Policy applies unless the third party and the Saulteau First Nations agree to a more comprehensive engagement process or the activity requires an environmental assessment and the third party must enter a more comprehensive engagement process with the Saulteau First Nations.

1. GENERAL

- 1.1. This Land and Resource Engagement Policy (this “Policy”) applies to any Proponent of an Activity related to land and resource development or use in the Treaty 8 Area and the Policy sets out the minimum standards with regard to engagement of the Sauleau First Nations by Proponents who are contemplating an Activity associated with land and resource development or use in the Treaty 8 Area.
- 1.2. This Policy shall not be construed as Sauleau First Nations approval or consent of any past, existing, or proposed activities associated with land and resource development or use in the Treaty 8 Area. Nothing in this Policy defines limits or derogates from the international standard of free, prior informed consent by the Sauleau First Nations People for land and resource development and use.
- 1.3. This Policy shall not be interpreted in a manner which extinguishes, denies, or derogates from Sauleau First Nations’ treaty rights within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*. Nothing in this Policy shall be interpreted so as to justify infringement of Sauleau First Nations’ treaty rights, or to limit Sauleau First Nations’ ability to exercise such rights. Nothing in this Policy defines, limits or derogates the Crown’s duty to consult and accommodate the Sauleau First Nations’ treaty rights.
- 1.4. Nothing in this Policy constitutes endorsement by Sauleau First Nations People of current legislation, regulations, policies, procedures, or practices of the Crown, or the plans, policies, procedures or practices of third parties in the Treaty 8 area that the Sauleau First Nations does not have a meaningful role in creating or administering; and that do not accurately reflect the Sauleau First Nations’ rights arising from Treaty 8.
- 1.5. Nothing in this Policy detracts from any legal or other positions that may be taken by the Sauleau First Nations against the Crown in any court, tribunal, administrative proceeding, treaty negotiation or arrangement, or other process.
- 1.6. This Policy is in effect until further notice and is subject to periodic review by Chief and Council of the Sauleau First Nations.

2. DEFINITIONS

2.1 In this Policy:

“Activity” means any proposed approval, authorization, grant, tenure, transfer, transaction, plan, amendment, exploration, construction, operation, decommissioning, closure or any other activity associated with land and resource development or use in the Treaty 8 Area.

“Crown” means governments of Canada or British Columbia, their ministers, representatives, agencies, agents, crown corporations, delegates, employees or otherwise.

“Department” means the Saulteau First Nations Treaty and Lands Department.

“Engagement Coordinator” means the engagement coordinator appointed by the Saulteau First Nations Treaty and Lands Department whose role it is to coordinate the Engagement Team and Engagement process.

“Engagement Team” means a technical engagement team appointed by the Saulteau First Nations Treaty and Lands Department, Family & Social Development Department, Health Department and Education Department.

“Policy” means the Land and Resources Engagement Policy adopted by Saulteau First Nations.

“Proponent” means the third party contemplating or proposing an Activity.

“Saulteau First Nations” means the Saulteau First Nations as defined by the *Indian Act* and represented by the duly elected Chief and Council.

“Saulteau First Nations Representatives” means any person designated by the Chief and Council of the Saulteau First Nations to implement this Policy.

“Third Party” means any corporation, firm, individual, industry, society, or any other non-governmental agency proposing or conducting an Activity.

“Treaty 8 Area” means the treaty area in Treaty 8 affirmed by Saulteau First Nations and the Federal Crown.

3. ENGAGEMENT PRINCIPLES

3.1 Principles

- 3.1.1 Saulteau First Nations must be consulted by the Crown and engaged by the Proponent at all stages of an Activity.
- 3.1.2 The Crown has the ultimate responsibility to consult and accommodate the Saulteau First Nations regarding Activities; however, the Proponent risks delay and uncertainty by relying on the Crown and failing to engage the Saulteau First Nations.
- 3.1.3 The Crown must initiate consultation with Saulteau First Nations Representatives at the earliest stage in any strategic planning and decision-making processes that affect the Saulteau First Nations and the Proponent will benefit from engaging the Saulteau First Nations when contemplating an Activity before proposing an Activity to the Crown for regulatory approval.
- 3.1.4 The Saulteau First Nations requires a more comprehensive engagement process by Proponents of an Activity that requires an environmental assessment by the Crown.

3.2 Information

- 3.2.1 The Proponents must provide Saulteau First Nations with all relevant information concerning the proposed Activity and all reasonably foreseeable potential impacts from the proposed Activity including, but not limited to:
 - a) Information about the Proponent, including a single point of contact with respect to the proposed Activity;
 - b) A complete description of the nature, scope, and location of the proposed Activity, a description of the land and resources proposed for development or use, and the current and anticipated value of the proposed Activity;
 - c) All documentation including applications, studies, maps, inventories, and assessments;
 - d) Details of all anticipated impacts on the land and resources contemplated by an Activity;
 - e) The anticipated timelines for the proposed Activity, including all relevant dates, and deadlines;
 - f) Details regarding capacity funding for Saulteau First Nations;

- g) Proposed measures to avoid, lessen, and mitigate impacts to the interests of Saulteau First Nations and information regarding the anticipated economic benefits for the Saulteau First Nations People;
- h) Any other relevant information that will facilitate the engagement process;
- i) All information provided must be signed by appropriate authority or it will be returned as incomplete;
- j) A summary of the information must be provided for community distribution.

3.2.2 The Proponent will provide the information in a timely manner without cost to Saulteau First Nations and in a hardcopy and electronic format that is understandable by the Saulteau First Nations Representative.

3.2.3 If additional information is required by the Saulteau First Nations Representative, the Proponent will provide further information related to the Activity as requested by the Saulteau First Nations Representative.

3.3 **Funding**

3.3.1 The Saulteau First Nations will provide the Proponent with a work plan and budget for capacity funding to engage with the Proponent regarding the Activity.

3.3.2 The Proponent will provide Saulteau First Nations with capacity funding to ensure that Saulteau First Nations Representatives can meaningfully engage with the Proponent under this Policy.

3.3.3 Capacity funding may be used by the Saulteau First Nations for the following engagement expenses:

- a) Honoraria, wages, travel, and expenses for Saulteau First Nations Representatives;
- b) Resources for planning, assessments, studies, and other research activities that are required for Saulteau First Nations Representatives to make informed decisions;
- c) Meetings and workshops required by Saulteau First Nations Representatives to make informed decisions;
- d) Education and training to build the capacity of Saulteau First Nations;
- e) Engaging professional advisors required by Saulteau First Nations Representatives; and
- f) Any other costs associated with facilitating meaningful engagement with the Proponent.

3.3.4 Capacity funding is not compensation or accommodation.

3.4 Duties Specific

3.4.1 The Proponent and the Saulteau First Nations Representative will:

- a) Identify a single point of contact for correspondence and coordination;
- b) Provide timely and detailed responses to correspondence;
- c) Ensure adequate time, meetings, and capacity for engagement;
- d) Analyze an Activity in relation to broader, cumulative impacts in the context of ongoing, multiple, and pre-existing impacts;
- e) Approach engagement with flexible mandates.
- f) Alternative options including a “no activity” option must be on the table for consideration and discussion.
- g) Accommodation measures may include, but are not limited to the following:
 - Undertaking conservation and mitigation measures;
 - Limiting the scope and pace of resource extraction;
 - Co-management, joint land use planning, and joint decision making;
 - Environmental protection, monitoring, and mitigation
 - Revenue sharing, employment, economic development, business contracting opportunities, and other economic measures and agreements;
 - Education and training;
 - Social and cultural protection and enhancement;
 - Compensation;
 - Modifying or cancelling an Activity; and
 - Any other impacts benefits.

3.4.2 The Saulteau First Nations Engagement Team will, subject to capacity funding:

- a) Appoint an Engagement Coordinator as the ongoing administrative point of contact with respect to an Activity;
- b) Assess the sufficiency of information provided by the Proponent;
- c) Guide each Proponent through the engagement process;
- d) Determine the workplan and budget for capacity funding required from the Proponent to properly assess the information regarding the proposed Activity;
- e) Ensure that funds provided for participation of Saulteau First Nations Representatives in consultations are managed in accordance with this Policy.
- f) Facilitate information gathering and research activities necessary to effectively and efficiently assess and respond to each Activity;

- g) Assess the information provided by the Proponent and provide a report to the Engagement Committee;
- h) Advise the Proponent of all decisions made by the Saulteau First Nations Representatives with respect to the proposed Activity.
- i) Where Saulteau First Nations Representatives object to an Activity, the Proponent will be provided with detailed reasons for the objection;
- j) Ensure their activities link with the Saulteau First Nations communications strategy.

3.4.3 The Proponent will:

- a) Recognize that the Saulteau First Nations has a distinct relationship with the Crown;
- b) Acknowledge that the Proponent needs to engage the Saulteau First Nations based on this Policy with respect to an Activity;
- c) Ensure that Saulteau First Nations has sufficient capacity funding to properly engage the Proponent;
- d) Engage in cooperative planning prior to submitting plans to the Saulteau First Nations Representatives and the Crown for approval;
- e) Address the substance of the Saulteau First Nations' concerns including avoiding, lessening, or mitigating impacts;
- f) Substantively accommodate Saulteau First Nations' interests; and
- g) Provide benefits from the Activity as agreed to by Saulteau First Nations and the Proponent.
- h) The Proponent must make prior arrangements for meetings and be careful not to harass SFN staff.
- i) The Proponent must have a basic understanding of Treaty 8.

3.5 Responsiveness

3.5.1 Engagement does not end when an Activity begins. Information sharing, Benefits, mitigation, and monitoring measures continue for the duration of the Activity.

3.5.2 When new information regarding an Activity arises, the Proponent will advise Saulteau First Nations Representatives as soon as possible and will revisit benefits, mitigation, and monitoring.

3.5.3 Accommodation, mitigation, and monitoring measures must be reviewed periodically, and amended as a result of monitoring, and as new cultural, technical, and scientific

information becomes available to Saulteau First Nations Representatives and to the Proponent.

- 3.5.4 Proponents must demonstrate that the implementation of their Activity meets or exceeds the accommodation, mitigation, and monitoring measures agreed to by the Saulteau First Nations and the Proponent.

4. ENGAGEMENT PROCESS

- 4.1 The following is an outline of the engagement process under this Policy that the Saulteau First Nations may vary as the circumstances require:
- a) Treaty and Lands Department receives referrals and information from the Proponent;
 - b) Treaty and Lands Department Engagement Coordinator acknowledges receipt of information from the Proponent and notifies the level of engagement required;
 - c) Engagement Coordinator provides a summary of the information to the Engagement Team;
 - d) Engagement Team reviews the initial information and makes a recommendation to Director of Operations Saulteau First Nations;
 - e) Council decides how to respond to the Activity;
 - f) Engagement Team implements the response to the Activity and informs the Proponent;

Step 1: Initial Contact

As soon as the Proponent contemplates an Activity, the Proponent must provide written notice of the Activity along with all relevant information pertaining to the proposed Activity (see section 3.2.1) to the Saulteau First Nations Treaty and Lands Department at:

Saulteau First Nations
Box 1020, Chetwynd,
BC V0C 1J0

Step 2: Initial Assessment

Upon receiving the information outlined in Step 1, the Engagement Coordinator and/or the Engagement Team will:

1. Provide an initial response to the Proponent, acknowledging the information, information on SFN Engagement Process that the proponent will be expected follow, and confirming that the Activity is in Treaty 8 Area;

2. The Engagement Team confirms the information provided by the proponent has met the base line requirements for SFN review. The Engagement Coordinator will contact the proponent for a request for more information or the information is adequate and indicating that the time clock has begun.
3. Conduct an initial assessment of the Activity is completed by the Engagement Team, determines the capacity funding required and provides a list of impacts and recommendations. Factors that will influence the initial assessment include:
 - a) Implications of the Activity;
 - b) New disturbances that the Activity may cause;
 - c) Proximity to cultural and heritage sites including hunting, fishing, harvesting, gathering, cultural, sacred, dwelling, and other sites;
 - d) Extent of physical space and habitat that may be impacted by the Activity;
 - e) Period of time that the land will be affected by the Activity;
 - f) Environmental sensitivity of the area including the proximity to water, wildlife habitat, wildlife, fish habitat, fish, and other environmental concerns;
 - g) Consistency with Saulteau First Nations' objectives, goals, land use plans, cultural resources, values, and other interests;
 - h) Social and Cultural implications of the Activity
 - i) Economic implications of the Activity;
 - j) Cumulative effects; and
 - k) Any other relative concerns deems.
4. The Engagement Coordinator will inform the Proponent of the results of the initial assessment and may:
 - a) Request capacity funding to implement the workplan and budget for the Engagement Committee;
 - b) Propose meetings with the Proponent to further discuss the Activity;
 - c) Request additional information from the Proponent, such as further studies, assessments, or site visits that the Engagement Committee deem necessary to be able to make informed recommendations about the proposed Activity;
 - d) Outline concerns or objections that Engagement Committee has with respect to the proposed Activity;
 - e) Propose a modification of the Activity;
 - f) Indicate the level of engagement expected by Saulteau First Nations;
 - g) Recommend how Saulteau First Nations' concerns or objections may be accommodated; and

h) Provide timeframes for further engagement.

5. Based on the initial assessment, the Engagement Committee will:

a) prepare a report including:

- i. overview of the Activity and potential future expansions;
- ii. potential for adverse impacts on the Saulteau First Nations People;
- iii. measures required to avoid or minimize impacts of the Activity;
- iv. potential economic or other benefits for the Saulteau First Nations;
- v. recommended steps to be taken with the Proponent.

b) The Department may seek input from the Saulteau First Nations People through an internal community meeting, or through an external meeting between the community and the Proponent. The objectives in engaging in meetings with the Proponent are to:

- i. Enable the Proponents to present information to the Engagement Committee;
- ii. Enable Saulteau First Nations members to ask questions of the Proponent;
- iii. Ensure that all the Proponent has provided all relevant information;
- iv. Discuss options to mitigate any potential impacts from the Activity;
- v. Explore benefits to the Saulteau First Nations; and
- vi. Determine the compatibility of the Activity with Saulteau First Nations values, interests, and plans for its lands and resources.

Step 3: Proponent's Response

The Proponent will consider Saulteau First Nations initial response.

1. If requested, the Proponent will:

- (a) Provide additional information to the Engagement Coordinator;
- (b) Arrange for one or more site visits the Engagement Committee;
- (c) Provide capacity funding to enable Saulteau First Nations to make an informed decision about the Activity; and
- (d) Attend meetings to answer questions about the Activity.

2. The Proponent will consider any concerns, objections, and proposed accommodation, mitigation, and monitoring measures identified by the Engagement Committee.

3. If the Proponent cannot fully implement the accommodation, mitigation, and monitoring measures requested by the Engagement Committee, the Proponent will set up a meeting with the Saulteau First Nations Representatives.
4. The Proponent will inform Saulteau First Nations Representatives whether the Engagement Committee's proposed measures can be implemented or whether other measures can be implemented to address the impacts from the Activity.

Step 4: Decision Making

1. The Engagement Coordinator makes a presentation to the Director of Operations with recommendations.
2. The Director of Operations (Engagement Team if needed) will make a presentation to the Chief and Council with recommendations.
3. The Chief and Council will review the report from the Engagement Team and any new information in the Proponent's response. The Chief and Council will make a decision as follows:
 - a) Propose mitigation measures and economic measures for impacts from the Activity;
 - b) Support the Activity without conditions;
 - c) Support the Activity with conditions;
 - d) Tentative support the Activity, subject to the Proponent agreeing to adjust the Activity;
 - e) Non-objection to the Activity;
 - f) Denial of support for the Activity in its current form; and
 - g) Denial of support for the Activity in any form.
4. The Engagement Coordinator will inform the Proponent of the Saulteau First Nations' decision.

Step 5: Negotiation

1. The Saulteau First Nations Representatives and the Proponent will meet to negotiate an Engagement Agreement regarding the Activity. The purpose of the Engagement Agreement is to outline the relationship in regards the proposed project. The Engagement Agreement may include the following capacity funding requirements:
 - a. Traditional Use Study
 - b. First Nation Independent Technical Review
 - c. Meetings
 - d. Engagement Team technical review and participation

- e. Travel
 - f. Negotiations
 - g. Social and Cultural Impacts Assessment
 - h. Monitoring
 - i. Administration
 - j. Other engagement activities
2. The Saulteau First Nations Representatives may negotiate an Environmental Assessment Capacity Funding Agreement. The purpose of the Environmental Assessment Capacity Funding agreement is to outline the relationship between the Saulteau First Nations and the Proponent during the Environmental Assessment process. The Environmental Assessment Capacity Funding Agreement may include the following:
- a. Capacity funding
 - b. First Nations Independent Technical Review capacity funding
 - c. Timelines
 - d. Cumulative Impacts
 - e. Permitting approach that meets Saulteau First Nations needs
 - f. Consultation approach
 - g. Recognize Treaty 8 area
 - h. Community scoping of the parameters of the base line studies
3. The Saulteau First Nations Representatives may negotiate an impact benefit agreement with the Proponent to accommodate the interests of the Saulteau First Nations that may include the following:
- a. Capacity funding;
Mitigation measures
 - b. Equity;
 - c. Ownership;
 - d. Cash;
 - e. Bursaries;
 - f. Royalties;
 - g. Contracts;
 - h. Saulteau First Nations Environmental, social, cultural and Treaty rights standards
 - i. Employment and training;
 - j. Community benefits;
 - k. Monitoring Program:
 - i. Environmental monitoring;
 - ii. Traditional use studies;

- iii. Social and Cultural studies; and
- I. Any other benefits the parties agree to.

Step 6: Sauteau First Nations Decision Making

1. The Engagement Team will provide a report with recommendations on the proposed Activity to Director of Operations.
2. The Director of Operations will make a presentation and provide the Engagement Teams report and recommendations to Chief and Council for decision. (same as step 4).

Step 7: Dispute Resolution

1. Where negotiations result in a failure to reach an agreement, Sauteau First Nations Representatives and the Proponent will enter into a dispute resolution process. The Sauteau First Nations Representatives and the Proponent will have equal power in the process.
2. Under the dispute resolution process:
 - a) The Sauteau First Nations Representatives and the Proponent will meet to discuss the dispute in a constructive and honourable way and will endeavor to reach a mutually acceptable agreement;
 - b) If an agreement cannot be reached:
 - i. Activities will be held in abeyance, and the dispute will be referred to the Sauteau First Nations Representatives and the senior representatives of the Proponent to attempt to reach an agreement about the matter; and
 - ii. The Sauteau First Nations Representatives and the Proponent may choose to engage a mutually agreed upon mediator to assist in reaching an agreement on the matter.
 - c) Matters which are set aside pursuant to this section will not reduce or fetter obligations of the Sauteau First Nations Representatives and the Proponent representatives to continue to negotiate in good faith and move to achieve agreement on accommodation related to other Activities contemplated by the Proponents.
 - d) In the case of disputes over scientific or technical matters, the Parties may each appoint an equal amount of qualified members to a scientific panel which may

develop and make recommendations to the Saulteau First Nations Representatives and the Proponent representatives.

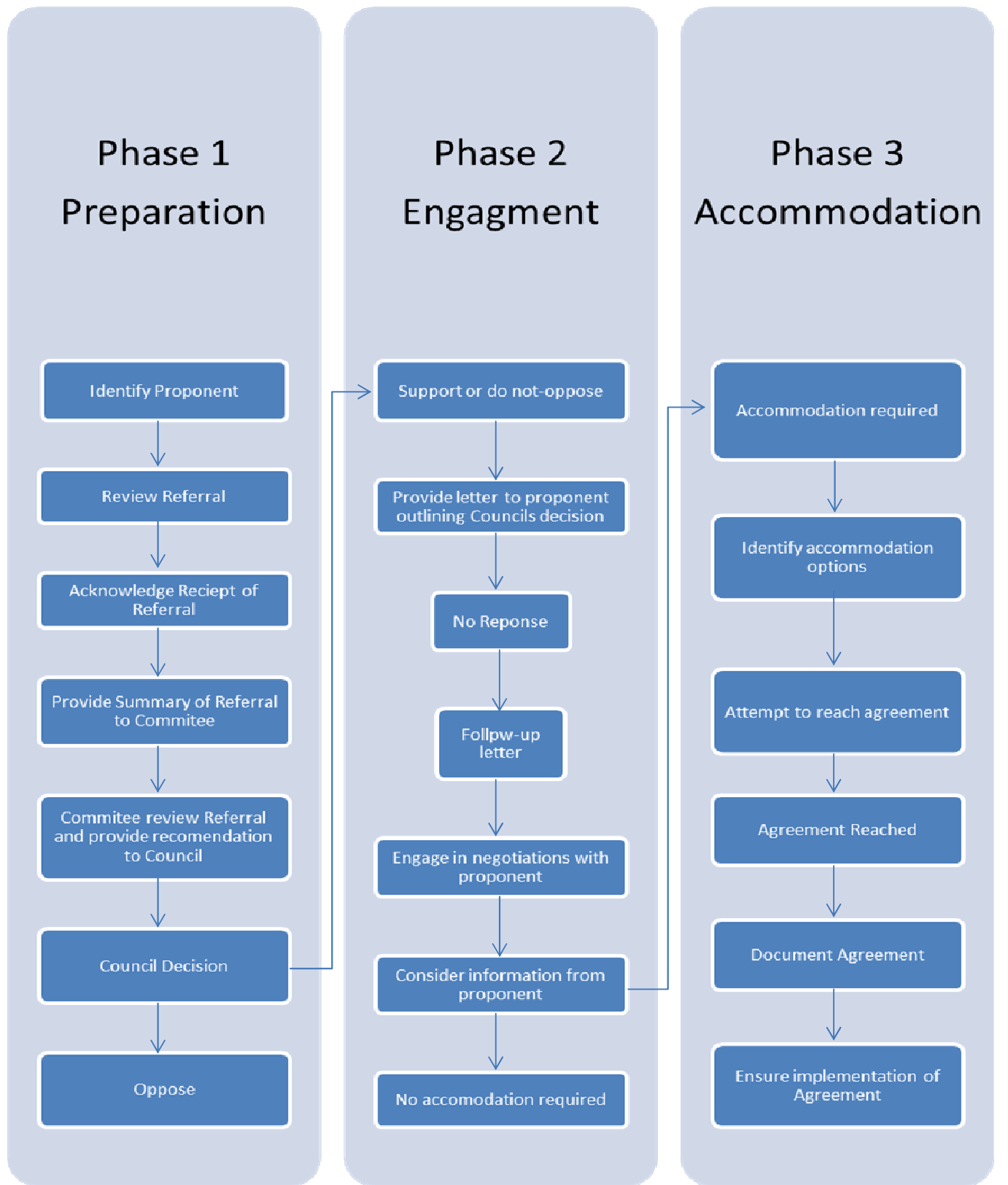
e) All costs of the dispute resolution process will be borne by the Proponent.

Step 8: Implementation

1. Where an Activity proceeds, either as initially planned or as modified pursuant to the engagement process, the Proponent will implement accommodation, mitigation, and monitoring measures as agreed to by the Saulteau First Nations in a timely manner, and before starting the Activity.
2. Implementation will include monitors appointed by the Saulteau First Nations Representatives. All costs associated with the monitoring will be the borne by the Proponent.

SCHEDULE A

Engagement Process Flow Chart



SCHEDULE B

Saulteau First Nations Cultural Heritage and Traditional Knowledge Policy
And Other Relevant Policies

The signatories below hereby certify and warrant that a quorum of Council has signed this “Land and Resource Engagement Policy” as evidenced by their signatures below Three (3), dated May 06, 2014.

Councillor Teena Demeulemeester

Councillor Lana Garbitt

Chief Nathan Parenteau

Councillor Nicole Garbitt

Councillor Tammy Watson