

# Impact Benefit Agreement Database: All Agreements

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## Mining

- Economic and Community Development Agreements between BC and various FNs in BC share the direct mineral tax revenue on new mines and major mine expansions.

## 1. Mary River Project Inuit Impact Benefit Agreement

Fiscal Instruments: paid from Baffinland Iron Mines (project operator) to Qikitani Inuit Association (regional community organization)

Agreement Date: September 6, 2013

Project Location: North Baffin Island, Nunavut

Project Scale: currently 3.5 million tons of iron ore mined and transported per year, full project estimated at 18 million tons per year for 21 years

North Baffin Island Community Populations:

Arctic Bay – 868

Iglolik – 1,682

Clyde River – 1,053

Hall Beach – 848

Pond Inlet – 1,617

Qikitani Region Total – 18,988

IBA:

[http://ccsi.columbia.edu/files/2015/01/mary\\_river\\_inuit\\_impact\\_and\\_benefit\\_agreement.pdf](http://ccsi.columbia.edu/files/2015/01/mary_river_inuit_impact_and_benefit_agreement.pdf)

Project: <http://www.baffinland.com/mary-river-mine/mary-river-mine/?lang=en>

### Advanced Payments<sup>1</sup> (Single Fixed Payment AND Multiple Fixed Payment)

- \$5,000,000 on date IIBA is signed
- \$5,000,000 within five days of project receiving Water License
- \$10,000,000 within five days of construction decision
- \$1,250,000 at the end of each calendar quarter, starting one year after the end of the quarter in which the construction decision is made. Payments continue each calendar quarter until the end of the calendar quarter in which Commercial Production begins.
- \$1,000,000 annually to an Education and Training Fund for the first two years that this agreement is in effect
- For an initial six Year period, the Company will match dollar for dollar the QIA contribution to the Fund, up to a maximum annual contribution to the Fund by the Company of \$375,000
- \$750,000 single payment for QIA to manage and establish a Wildlife Compensation Fund

### Extension Payments<sup>2</sup> (Multiple Fixed Payment)

- Company must pay \$1,250,000 each quarter after receiving the water license until they make a construction decision if they do not make one within 90 days of receiving the water license
- Company pays extension payments (\$1,250,000 per quarter) if the project is suspended until it is either terminate or resumes
- Beginning the date this Agreement comes into effect and up to the start of Commercial Production, the Company will contribute \$250,000 annually to support the Business Capacity

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<sup>1</sup> Mary River Project IIBA, s. 5.2.

<sup>2</sup> Mary River Project IIBA, s. 5.3.

and Start-Up Fund. Subsequent contributions will be established by the Executive Committee as part of the annual budget process

- \$25,000 annually for a scholarship fund

#### Advanced and Extension Payments Rules<sup>3</sup>

- Advanced and Construction payments are creditable against royalty payments
- Once project termination decision is made, payments will no longer be paid 60 days after project termination
- Once project suspension decision is made, advanced payments will no longer be paid 60 days after project termination
- The community organization keeps any advanced and extension payments if project terminates and these payments are subject to 2% interest if they are paid late
- Total advanced plus extension payments will not exceed \$75,000,000
- Payments are adjusted for inflation

#### Royalty Payments<sup>4</sup> (Income Royalty or Net Profits Interest)

- Royalty paid each calendar year after commercial production begins and is based on Net Sales Revenue
  - Net Sales Revenue = [Sales revenue] – [Permissible deductions]
  - Permissible deductions = [Provincial taxes & royalties] + [federal royalties] + [costs]
    - \*\*excluding income taxes\*\*
    - \*\*costs not including administration\*\*
- Advanced and Extension payments are subtracted from the Royalty payments: 25% of royalty payments in first 36 months of commercial production and 50% of royalty payment afterwards
- The company provides a confidential royalty payment forecast at the beginning of each year
- At the end of each year, the company provides a Statement of the Royalty Payments
- 2% interest on difference is paid if the royalties owed is different than the royalties paid
- The royalty percentage is 1.19% of Net Sales Revenue. This can be reassessed at the sooner of 30 years after production begins or one billion tons of ore have been mined

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<sup>3</sup> Mary River Project IIBA, s. 5.4-5.5.

<sup>4</sup> Mary River Project IIBA, s. 5.6.

## 2. Ahafo Development Agreement (Newmont's Ahafo Gold Mine)

Fiscal Instruments: paid from Newmont Ghana Gold Limited (project operator) to Newmont Ahafo Development Foundation (community development organization founded through agreement)

Agreement Date: May 29, 2008; May 2014

Project: Newmont's Ahafo Mine

Project Location: Brong-Ahafo region, Ghana

Project Scale: Designed for 7.5 million tons of oxide ore per year, currently producing 6.5 million tons of oxide ore per year, mine life estimated 12 years

Community Populations: Population statistics are hard to find for these ten communities. Range is from over 11,000 in Kenyasi No. 2 and Yamfo to just over 1,600 in Wamahinso and just under 1,600 in Afrispakrom

IBA: <http://ccsi.columbia.edu/files/2016/11/Ghana-Ahafo-Mine-Local-Community-Newmont-Ghana-Gold-Ltd-2008-Development-Foundation-Agreement.pdf>

Project: <https://miningdataonline.com/property/415/Ahafo-Mine.aspx>

### Volumetric Royalty

- One USD per ounce of gold sold by Newmont as reported to the Government of Ghana<sup>5</sup>

### Income Royalty or Net Profits Interest

- 1% of Newmont Ghana Gold Limited's net pre-tax income<sup>6</sup>
  - "after consideration of all inter-company transactions [...] when such gains are equal to or more than \$100,000 USD in any such year"

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<sup>5</sup> *Newmont Ahafo Development Agreement*, s. 11.1(i).

<sup>6</sup> *Newmont Ahafo Development Agreement*, s. 11.1(ii).



### 3. Meadowbank Mine Inuit Impact Benefit Agreement<sup>7</sup>

Fiscal Instruments: paid from Agnico-Eagle Mines Ltd. (project operator) to Kivalliq Inuit Association (regional community association)

Agreement Date: March 2006

Project: Meadowbank Gold Mine

Project Scale: 29 million tons of ore mined per year for an estimated 7 years

Project Location: near Baker Lake in Nunavut, Canada

Kivalliq Region Total: 10, 413

IBA: <http://www.miningnorth.com/wp-content/uploads/2011/11/MEADOWBANK-IIBA.pdf>

Project: <https://miningdataonline.com/property/47/Meadowbank.aspx>

#### Fixed Payment

- Funding for Inuit education opportunities
- \$14,000 per year is paid to establish and maintain the *Kivalliq Scholarship Fund*<sup>8</sup>

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<sup>7</sup> Schedule J: Funding and Implementation Costs, is confidential

<sup>8</sup> *Meadowbank IIBA*, Schedule D, s. 16

#### 4. The Raglan Agreement

Parties to the agreement: Makivik Corporation, Qarqalik Landholding Corporation of Salluit, Northern Village Corporation of Salluit, Nunatukil Landholding Corporation of Kangiqsujuaq, and Northern Village Corporation of Kangiqsujuaq; and Societe Miniere Raglan du Quebec Ltee; Falconbridge Limited Intervened

Agreement Date: January 25, 1995

Project Location: Nunavik region of Quebec, Canada

Project Scale: 1.3 million tons of iron ore per year, estimated mine life until 2038

Population:

Salluit – 1,347

Kangiqsujuaq – 696

Nunavik Region total – 12, 090 (Makivik Corporation represents Nunavik Inuit)

IBA: <http://ccsi.columbia.edu/files/2015/01/Canada-Makivik-Corporation-and-Others-Soci%C3%A9t%C3%A9-Mini%C3%A8re-Raglan-du-Qu%C3%A9bec-Lt%C3%A9-1995-Raglan-Agreement-Draft.pdf>

Project: <https://miningdataonline.com/property/68/Raglan.aspx>

#### Guaranteed First Allocation (Single and Multiple Fixed Payments)<sup>9</sup>

- \$1,000,000 within 30 days of the later of either the decision of the Board of Directors of Societe Minere to proceed with the Raglan Project or the day that the Societe Minere receives authorisation from the Quebec Minister of Environment and Wildlife to proceed with the project
- \$1,000,000 within 30 days of commencement of commercial production
- \$300,000 per year for five years starting the first year of commercial production and payable on April 1; increases \$500,000 per year for years 6-10; increases to \$800,000 per year for years 11 onwards

#### Guaranteed Second Allocation (Multiple Fixed Payments)

- \$275,000 paid on April 1 of each year of Commercial production starting the first year of commercial production<sup>10</sup>

#### Profit Sharing Allocation (Royalty)

- 4.5% of Annual Operating Cash Flow (net revenue), calculated on a month to month basis<sup>11</sup>

#### Additional Payments (Multiple Fixed Payments)

- \$50,000 is paid from Societe Minere to Makivik annually for ten years starting within 30 days of the later of either the decision of the Board of Directors of Societe Minere to proceed with the Raglan Project or the day that the Societe Minere receives authorisation from the Quebec

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<sup>9</sup> *The Raglan Agreement*, s. 7.2.1

<sup>10</sup> *The Raglan Agreement*, s. 7.2.2

<sup>11</sup> *The Raglan Agreement*, s. 7.2.3

Minister of Environment and Wildlife to proceed with the project and then every year on April 1<sup>12</sup>

- Taxes paid by the Raglan project are deducted from the amount payable to the communities under this agreement<sup>13</sup>

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<sup>12</sup> *The Raglan Agreement, s. 7.3*

<sup>13</sup> *The Raglan Agreement, s. 7.4*

5. Diavik Diamonds Project Socio-Economic Monitoring Agreement -not financial  
Parties to the agreement: Diavik Diamond Mines Inc. (a Rio Tinto company), The Government of the Northwest Territories, and Aboriginal Signatories and Parties  
Agreement Date: October 2, 1999  
Project Location: North Slave region, Northwest Territories, Canada  
Project Scale: 2+ thousand tons per annum of ore mined, estimated mine life until 2025

IBA: <http://ccsi.columbia.edu/files/2015/01/Canada-Northwest-Territories-and-Aboriginal-Peoples-Diavik-Diamond-Mines-1999-Agreement.pdf>

Project: <https://miningdataonline.com/property/14/Diavik-Mine.aspx>

No financial provisions. Diavik contributes via a community contribution program:  
[https://www.riotinto.com/documents/Diavik\\_2016\\_Sustainable\\_Development\\_Report.pdf](https://www.riotinto.com/documents/Diavik_2016_Sustainable_Development_Report.pdf)

## 6. Environmental Agreement (Diavik Diamond Mines)

Parties: Government of Canada, Government of the Northwest Territories, Diavik Diamond Mines Inc, Dogrib Treaty 11 Council, Lutsel K'e Dene Band, Yellowknives Dene First Nation, North Slave Metis Alliance and Kitikmeot Inuit Association

Agreement Date: 8 March, 2000

Project: Diavik Diamond Mine

Project Location: 300 km northeast of Yellowknife, NWT, Canada

Project Scale: employs ~1000 people and produces approximately 7 million carats (1,400 kg) of diamonds annually, 2+ thousand tons per annum of ore mined, estimated mine life until 2025

Community Locations: Northwest Territories (Slave Lake region) and Nunavut

Community Population:

Dogrib Treaty 11 Council (Tlicho): 1,935

Lutsel K'e Dene Band: 727

Yellowknives Dene First Nation: 1,399

North Slave Metis Alliance:??

Kitikmeot Inuit Association: 6,543

--this agreement funds the Diavik Mine Advisory Board, not the community ---

IBA: [https://www.emab.ca/sites/default/files/diavik\\_enviro\\_agree.pdf](https://www.emab.ca/sites/default/files/diavik_enviro_agree.pdf)

Project: <https://miningdataonline.com/property/14/Diavik-Mine.aspx>

- Agreement terminates upon full and final reclamation and abandonment of the Project site<sup>14</sup>

Funding (for the monitoring agency)<sup>15</sup>

- Diavik Diamond Mines Inc. funds the Advisory Board 60 days prior to the start of the 12-month period
- First payment is within 30 days of the establishment of the Advisory Board
- Total budget for the each of the first two years is \$800,000

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<sup>14</sup> *Environmental Agreement*, s. 17.2

<sup>15</sup> *Environmental Agreement*, s. 4.8

## 7. Collaboration Agreement

Parties to the agreement: Northern Village of Pinehouse, Kineepik Metis Local Inc., Cameco Corporation, and Areva Resources Canada Inc.

Agreement Date: December 12, 2012

Project Location: Pinehouse Lake, Saskatchewan, Canada

Project: Cigar Lake Uranium Mine

Project Scale: 18 Mlbs U3O8 capacity per year, estimated mine life until 2028

Population: Northern Village of Pinehouse – 978

IBA: <http://ccsi.columbia.edu/files/2015/01/Collaboration-Agreement.pdf>

Project: <https://miningdataonline.com/property/26/Cigar-Lake-Mine.aspx>

- There is supposed to be a trust agreement that outlines a benefits management plan<sup>16</sup>
- CPI Adjusted (Schedule H)

### One-time Payments (Single Fixed Payments)<sup>17</sup>

- \$1,000,000 plus GST and sales taxes payable to community within 15 days of finalizing benefits management plan
- \$500,000 plus GST and sales taxes payable to community within 60 days of commencing production at Cigar Lake Mine
- \$500,000 plus GST and sales taxes payable to community within 60 days of commencing construction at the Millennium Mine

### Annual Payments (Volumetric Royalty)<sup>18</sup>

- If joint production of Cameco and AREVA equates to:
  - Less than 15 million pounds/year, nothing plus GST and other sales taxes
  - 15-20 million pounds/year, \$200,000 plus GST and other sales taxes
  - 20-25 million pounds/year, \$400,000 plus GST and other sales taxes
  - 25-35 million pounds/year, \$537,000 plus GST and other sales taxes
  - 35-45 million pounds/year, \$643,750 plus GST and other sales taxes
  - 45-55 million pounds/year, \$818,750 plus GST and other sales taxes
  - 55 or more million pounds/year, \$1,000,000 plus GST and other sales taxes
- Share from each company depends on their respective share of production
- Paid semi-annually on the first business day after January 31<sup>st</sup> and June 30<sup>th</sup>, one half of the estimated total Annual Payment is made, which is based on the joint production from the previous year. Within 120 days of the end of the year, a Year End Statement is submitted and any discrepancies between that and what was paid is factored into the amount payable in the June 30<sup>th</sup> installment of the payment for the current year.

### Adder Payments<sup>19</sup>

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<sup>16</sup> *Collaboration Agreement*, Schedule C, s. 4

<sup>17</sup> *Collaboration Agreement*, Schedule C, s. 5

<sup>18</sup> *Collaboration Agreement*, Schedule C, s. 6-7

<sup>19</sup> *Collaboration Agreement*, Schedule C, s. 9

- If the realized price of Uranium is \$85 or more, an additional 10% of the Annual Payment is paid to the community

#### Education Funding (Single Fixed Payment)<sup>20</sup>

- One-time payment of \$30,000 plus GST and applicable taxes within 30 days of signing agreement

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<sup>20</sup> *Collaboration Agreement*, Schedule D, s. 7

## 8. Halfway River First Nation: Economic and Community Development Agreement

Fiscal Instruments paid from the Province of British Columbia to Halfway River First Nation

Agreement Date: September 30, 2015

Project: Multiple – see schedule

Community Location: near Fort Saint John, BC, Canada

Nation Population: 287

IBA: [https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/hrfn\\_economic\\_and\\_community\\_development\\_agreement\\_final\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/hrfn_economic_and_community_development_agreement_final_signed.pdf)

### Annual Mineral Tax Revenue Sharing Payments (Royalty)

- Payments continue beyond the end of the agreement,<sup>21</sup> or until one of both parties chose to terminate or fail to fulfill their obligations in the agreement<sup>22</sup>
- Payment is once per year within 360 days after the end of the previous Fiscal Year<sup>23</sup>
- Annual Mineral Tax Revenue Sharing Payment = Sum of Annual Payments from Zones A,B,C,D<sup>24</sup>
- Zone A annual payment = 10.63% of Incremental Mineral Tax Revenue from projects in Zone A for first \$39,100,000 + 1.7% of Incremental Mineral Tax Revenue from Zone A beyond \$39,100,000<sup>25</sup>
- Zone B annual payment = 6.63% of Incremental Mineral Tax Revenue from projects in Zone B for first \$52,800,000 + 1.0% of Incremental Mineral Tax Revenue from Zone B beyond \$52,800,000<sup>26</sup>
- Zone C annual payment = 6.63% of Incremental Mineral Tax Revenue from projects in Zone C for first \$52,800,000 + 1.0% of Incremental Mineral Tax Revenue from Zone C beyond \$52,800,000<sup>27</sup>
- Zone D annual payment = 6.63% of Incremental Mineral Tax Revenue from projects in Zone D for first \$52,800,000 + 1.0% of Incremental Mineral Tax Revenue from Zone D beyond \$52,800,000<sup>28</sup>
- Incremental Mineral Tax Revenue is revenue accrued through the *Mineral Tax Act*, RSBC 1996, c. 291 from Contributing Projects (mines) within the area designated in Schedule 2 of the agreement

Saulteau First Nation's ECDA is set up similarly:

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/sfn\\_economic\\_and\\_community\\_development\\_agreement\\_final\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/sfn_economic_and_community_development_agreement_final_signed.pdf)

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<sup>21</sup> *Economic and Community Development Agreement*, s. 16.1

<sup>22</sup> *Economic and Community Development Agreement*, s. 22A

<sup>23</sup> *Economic and Community Development Agreement*, s. 6.5-6

<sup>24</sup> *Economic and Community Development Agreement*, Schedule 1, s. 1

<sup>25</sup> *Economic and Community Development Agreement*, Schedule 1, s. 2

<sup>26</sup> *Economic and Community Development Agreement*, Schedule 1, s. 3

<sup>27</sup> *Economic and Community Development Agreement*, Schedule 1, s. 4

<sup>28</sup> *Economic and Community Development Agreement*, Schedule 1, s. 5



## 9. Ktunaxa Nation Economic and Community Development Agreement

Parties: Province of British Columbia and Ktunaxa Nation

Agreement Date: March 30, 2017

Project: Multiple – see schedules

Community Location: Southeastern BC (Radium, Cranbook, Crofton), British Columbia, Canada

Ktunaxa Nation Population: 1,117

<https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ktunaxa - fcrsa.pdf>

### Amount Payable (Royalty)<sup>29</sup>

- Ktunaxa First Nation receives 37.5% of the first \$23,000,000 incremental Mineral Tax Revenue every fiscal year and 5% of any incremental Mineral Tax Revenue after \$23,000,000, summed for all contributing projects
  - Incremental mineral tax revenue is the net mineral tax revenue from a fiscal year
- Payments within 150 days of the end of the fiscal year
- Payments end when the project operators no longer need to make payments under the federal tax act<sup>30</sup>

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<sup>29</sup> *Elk Valley Coal Mining Revenue Sharing Project Appendix, s. 4*

<sup>30</sup> *Elk Valley Coal Mining Revenue Sharing Project Appendix, s. 10(1)*

a. Stk'emplupsemc of the Secwepmc Nation Economic and Community Development Agreement

Parties: Province of British Columbia and Stk'emplupsemc of the Secwepmc Nation (SSN; includes Tk'emplups Indian Band and Skeetchestn Indian Band)

Agreement Date: August 24, 2010

Project: New Afton Mine Project

Project Type: Copper and Gold mine, silver also mined here

Project Scale: 6,000+ kt of ore mined per year, mine life of seven years

Community Location: Kamloops, British Columbia, Canada

SSN Population: 1,329

IBA:

[http://www2.gov.bc.ca/gov/DownloadAsset?assetId=63B4A3C1428949F7B8EF8ED7645ECA8C&filename=ecda\\_secwepemc.pdf](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=63B4A3C1428949F7B8EF8ED7645ECA8C&filename=ecda_secwepemc.pdf)

Project: <https://miningdataonline.com/property/11/New-Afton-Mine.aspx>

Provincial Payments: Annual Payments (Royalty)

- SSN is entitled to 37.5% of the net Mineral Tax Revenue every fiscal year paid from New Gold Inc. to the Province of BC<sup>31</sup>
  - The tax revenue attributable to ore production within the Project Area under the amended M-229 permit issued to New Gold Inc.<sup>32</sup>
- Payments within 90 days of the end of the fiscal year<sup>33</sup>
- Payments start once BC receives money from the New Afton Mine Project under the Mineral Tax and, and end when the project proponent no longer needs to make payments under the mineral tax act<sup>34</sup>

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<sup>31</sup> SSN Economic and Community Development Agreement, s. 3.1b.-3.1c.

<sup>32</sup> SSN Economic and Community Development Agreement, s. 1.0

<sup>33</sup> SSN Economic and Community Development Agreement, s. 3.1c.

<sup>34</sup> SSN Economic and Community Development Agreement, s. 3.1d.

## 10. Lower and Upper Similkameen Indian Bands Economic and Community Development Agreement

Parties: Province of British Columbia, Lower Similkameen Indian Band, and Upper Similkameen Indian Band

Agreement Date: 28 March, 2013

Project: Copper Mountain Mine

Project Scale: Planned 7 million tons of copper mined per year for 14 years

Community Location: Southern Interior (Hedley), British Columbia, Canada

Population: 525 (Lower) + 207 (Upper)

IBA: [https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda\\_similkameen.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda_similkameen.pdf)

Project: <https://www.cumtn.com/>

### Provincial Payments: Annual Payments (Royalty)

- The Participating Bands are entitled to 35% of the net Mineral Tax Revenue every fiscal year from the Copper Mountain Mine<sup>35</sup>
- Payments within 150 days of the end of the BC Fiscal Year<sup>36</sup>
- Term is from Effective date until there is no more tax, interest, or penalties payable by the BC Government<sup>37</sup>

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<sup>35</sup> *Lower and Upper Similkameen Economic and Community Development Agreement*, s. 3.1

<sup>36</sup> *Lower and Upper Similkameen Economic and Community Development Agreement*, s. 3.2

<sup>37</sup> *Lower and Upper Similkameen Economic and Community Development Agreement*, s. 10.1

## 11. Impact Benefit Agreement under Mineral Exploitation License 2014/21 -Greenland

Parties: True North Gems Greenland A/S, Municipality of Kommuneqarfik Sermersooq, and Greenland Government

Agreement Date: 16 June 2014

Project: Aappaluttoq in West Greenland

Project Type: Ruby and Sapphire Mine

Project Scale: 165 tonnes of material removed over four years

Project Location: Lake Ukkaata Qaava

Community Location: Qeqertarsuatsiaat, Greenland

Community population: 240 people

IBA: <http://ccsi.columbia.edu/files/2016/11/Greenland-Kommuneqarfik-Sermersooq-TNG-Greenland-2014-IBA.pdf>

Project: <https://mining-atlas.com/operation/Aappaluttoq-Chrome-Mine.php>

### Human Resource and Enterprise Development (Multiple fixed payments)

- DKK 250,000 in 2014 and 2015 and DKK 1,000,000 every year from 2016 to mine decommissioning is allocated into an educational fund<sup>38</sup>

### Social and Cultural Well-Being (Multiple fixed payments)

- DKK 100,000 in 2014 and 2015 and DKK 250,000 every year from 2016 to mine decommissioning is allocated into social and cultural funds<sup>39</sup>

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<sup>38</sup> Greenland, s. 10.3

<sup>39</sup> Greenland, s. 12.3

## 12. Nak'azdli First Nation Economic and Community Development Agreement

Parties: Province of British Columbia, Nak'azdli First Nation

Agreement Date: June 12, 2012

Project: Mt. Milligan Mine Project

Project Type: Gold and Copper mine

Project Scale: 11,000t mined per day, 22 year mine life

Community Location: Fort Saint James, British Columbia, Canada

Population: 1,934

IBA: [https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda\\_nakazdli.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda_nakazdli.pdf)

Project: <https://www.centerragold.com/operations/mount-milligan/history> ;  
<https://www.mining-technology.com/projects/mt-milligan-mine-development-project-british-columbia/>

### Annual Payments (Royalty)

- Nak'azdli First Nation is entitled to 12.5% of the net Mineral Tax Revenue every fiscal year from Mt. Milligan Mine Project<sup>40</sup>
- Payments within 60 days of the end of the BC Fiscal Year<sup>41</sup>
- Term is from Effective date until there is no more tax, interest, or penalties payable by the BC Government<sup>42</sup>

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<sup>40</sup> *Nak'azdli First Nation Economic and Community Development Agreement*, s. 3.1(b)-(c)

<sup>41</sup> *Nak'azdli First Nation Economic and Community Development Agreement*, s. 3.1(a)

<sup>42</sup> *Nak'azdli First Nation Economic and Community Development Agreement*, s. 7.1

### 13. Williams Lake Indian Bands Economic and Community Development Agreement

Parties: Province of British Columbia and Williams Lake Indian Band

Agreement Date: March 12, 2013

Project: Mount Polley

Project Type: Copper/Gold mine

Project Scale: 18,500 tons mined per day, estimated mine life until 2026

Community Location: Williams Lake, British Columbia, Canada

Population: 824

IBA: [https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda\\_williams\\_lake.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ecda_williams_lake.pdf)

Project: <https://www.imperialmetals.com/our-operations/mount-polley-mine/overview>

#### Project Payment (Royalty)

- Williams Lake Indian Band is entitled to 18.5% of the Incremental Mineral Tax Revenue<sup>43</sup>
  - Incremental Mineral Tax Revenue is the Net Mineral Tax Revenue (total tax, penalty, and interest paid by Mine Proponent) attributable to the mining and production of all ore within the project area under the applicable permit<sup>44</sup>
- Term is from Effective date until there is no more tax, interest, or penalties payable by the BC Government<sup>45</sup>

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<sup>43</sup> *Williams Lake Indian Band Economic and Community Development Agreement*, s. 3(2)

<sup>44</sup> *Williams Lake Indian Band Economic and Community Development Agreement*, s. 1

<sup>45</sup> *Williams Lake Indian Band Economic and Community Development Agreement*, s. 14

## 14. Kwadacha Economic and Community Development Agreement

Parties: Province of British Columbia and Kwadacha Nation

Agreement Date: March 31, 2017

Project: Kemess Underground Mine (AuRico Metals Inc.)

Project Type: Gold and Copper Mine

Project Scale: 129Koz of gold and 52Mlbs of copper per year first five years, 12-year mine life

Community Location: Fort Ware, northern British Columbia, Canada

Community Population: 560

IBA: [https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/kemess\\_kwadacha\\_ecda\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/kemess_kwadacha_ecda_signed.pdf)

Project: <https://centerragold.com/operations/kemess/kemess-underground-project>

### Project Payment (Royalty)

- Kwadacha Nation is entitled to 11.67% of the Net Mineral Tax Revenue<sup>46</sup>
- Term is from Effective date until there is no more tax, interest, or penalties payable by the BC Government<sup>47</sup>
- This agreement is supposed to split existing tax revenue equally between Kwadacha Nation, Talka Lake First Nation and Tsay Keh Dene First Nation<sup>48</sup>

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<sup>46</sup> *Kwadacha Nation Economic and Community Development Agreement*, s. 3.2

<sup>47</sup> *Kwadacha Nation Economic and Community Development Agreement*, s. 16.1

<sup>48</sup> *Kwadacha Nation Economic and Community Development Agreement*, s. 3.13

## 15. ALMAC Area Indigenous Land Use Agreement

Parties: Honourable Michael John Atkinson (Attorney-General), Minister for Mineral Resources Development, Antakirinja native title claim group, Antakirinja Land Management Aboriginal Corporation (ALMAC), Aboriginal Legal Rights Movement Inc., and South Australian Chamber of Mines and Energy Inc.

Agreement Date: 27 November, 2003

Project: Agreement to allow exploration to occur in the area

Community Location: South Australia, Australia

Antakirinja Population: Unknown total population

IBA: <https://www.dropbox.com/s/ysnmq8rtlxebz03/Australia-Antakirinja-Native-Title-Group-SACOME-2003-Agreement.pdf?dl=0>

### State Contribution (Single and Multiple Fixed Payment)

- State makes payment of \$30,000 to the association of native title claimants upon registering agreement<sup>49</sup> (Single Fixed Payment)
- Contribute \$5,000 per month, payable monthly or as a balance within 20 business days of the anniversary of the lease start date, for office space, as well as any needed office furniture etc and any connections fees<sup>50</sup>
- These do not include any applicable taxes.

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<sup>49</sup> ALMAC Area Indigenous Land Use Agreement, s. 9.1 (a)

<sup>50</sup> ALMAC Area Indigenous Land Use Agreement, s. 9.1 (c-e)



## 16. Environmental Agreement (BHP Billiton Diamonds)

Parties: Government of Canada, Government of the Northwest Territories and BHP Diamonds Inc.

Agreement Date: 6 January 1997, addendum 27 November, 2003

Project: Exploration, mining, and development of the watershed and area near Lac de Gras

Project: Ekati Diamond Mine

Project Location: 310 km northeast of Yellowknife, NWT, Canada

Project Scale: ~7.5 million carats (1,500 kg) of diamonds mined per year, currently

**--this agreement funds the mine monitoring agency, not the community ---**

IBA:

[https://www.dropbox.com/s/957clyhkud0gisw/OCR\\_1997%20Environmental%20Agreement%20and%202003%20Addendum%20%28Final%20Version%29%20-%20signed.pdf?dl=0](https://www.dropbox.com/s/957clyhkud0gisw/OCR_1997%20Environmental%20Agreement%20and%202003%20Addendum%20%28Final%20Version%29%20-%20signed.pdf?dl=0)

Mine: <https://www.mining-technology.com/projects/ekati-diamond-mine-a-timeline/>

- Commercial production: means production at 80% design capacity for 30 consecutive days

### Funding (for the monitoring agency)<sup>51</sup>

- Monitoring agency receives a budget of \$450,000 per year for the first two years
  - \$350,000 comes from BHP both years
  - \$100,000 comes from government of Canada the first year
  - \$100,000 comes from the government of the Northwest Territories
- Budget is re-determined every two years for the subsequent two years
- Additional grants may be available through BHP

### Security Deposit (security for performance on the agreement)<sup>52</sup>

- BHP pays a security deposit and a guarantee
  - Security deposit: \$500,000 upon signing + \$1,500,000 on first anniversary of agreement + \$2,000,000 on second and third anniversaries + \$725,000 on each seven subsequent anniversaries, and then the amount owed is reviewed this is reviewed
  - Guarantee is \$20,000,000

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<sup>51</sup> *Environmental Agreement*, s. 4.6

<sup>52</sup> *Environmental Agreement*, s. 13

## 17. Adnyamathanha Body Corporate Indigenous Land Use Agreement

Parties: Honourable John Rau (Attorney-General), Minister for Mineral Resources and Energy, Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC, South Australian Native Title Services Ltd., and South Australian Chamber of Mines and Energy Inc.

Agreement Date: 13 February 2012

Project: Agreement to allow exploration to occur in the area

Community Location: South Australia, Australia

Adnymathanha Population: Unknown total population, at least 110 fluent speakers

- Term is commencement date (13 Feb 2012) and continues until the acceptance term is expired or all exploration contracts have expired or been terminated
- There are also provisions for funding inspection heritage clearance surveys of an area that is of interest to be explored but contains important heritage items<sup>53</sup>
- Any payment does not include GST<sup>54</sup>

### State Contribution (Single Fixed Payment)

- State makes payment of \$55,000 to the association of native title claimants within 40 days of registering the agreement<sup>55</sup>

### Acceptance Fee (Single Fixed Payment)<sup>56</sup>

- Explorer pays ALTA \$9,000.00 AUD within 10 days of either obtaining authorization for exploration activities other than early exploration activities in the area or the explorer wants a heritage clearance survey completed
- Explorer also pays an acceptance fee of \$2,500
- Increases with CPI increase

Gawler Indigenous Land Use Agreement: <http://ccsi.columbia.edu/files/2015/01/Australia-Gawler-Ranges-Native-Title-Group-Exploration-Company-2005-Template-Framework-Agreement.pdf>

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<sup>53</sup> *Adnyamathanha Body Corporate Indigenous Land Use Agreement*, s. 7.7

<sup>54</sup> *Adnyamathanha Body Corporate Indigenous Land Use Agreement*, s. 20.1

<sup>55</sup> *Adnyamathanha Body Corporate Indigenous Land Use Agreement*, s. 8.1 (a)

<sup>56</sup> *Adnyamathanha Body Corporate Indigenous Land Use Agreement*, s. 8.1

## 18. Gawler Indigenous Land Use Agreement

Parties: Honourable Michael John Atkinson (Attorney-General), Minister for Mineral Resources Development, Gawler Ranges Native Title Group, Aboriginal Legal Rights Movement Inc. and South Australian Chamber of Mines and Energy Inc.

Agreement Date: 2005

Project: Agreement to allow exploration to occur in the area

Community Location: Gawler Ranges area, South Australia, Australia

Gawler Population: unknown, recently 3.5 million hectares of land was confirmed to have native title rights

IBA: <http://ccsi.columbia.edu/files/2015/01/Australia-Gawler-Ranges-Native-Title-Group-Exploration-Company-2005-Template-Framework-Agreement.pdf>

Schedule 2: <http://ccsi.columbia.edu/files/2015/01/Australia-Gawler-Ranges-Native-Title-Group-Exploration-Company-2005-Template-Contract-Conditions.pdf>

- Term is from either the commencement date or the execution of the framework until either all accepted exploration contracts terminate, the acceptance term expires, or 12 months from execution of the framework if it is not registered<sup>57</sup>
- Payments from Indigenous community to explorers does not include GST and Indigenous community can get GST on top of any payments from the explorer<sup>58</sup>

### Acceptance Fee (Single Fixed Payment)<sup>59</sup>

- Explorer pays nominated body \$6,000.00 AUD within 10 days of either obtaining authorization for exploration activities in the area, applying for a mapping authorization, or the explorer wants a heritage clearance survey completed
- Explorer must also pay \$1,800 AUD within ten business days of any heritage event occurring in relation to authorized exploration if that is at least the fourth exploration tenement in relation to which a heritage event occurs.
- Increases with CPI increase

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<sup>57</sup> *Gawler Ranges Mineral Exploration Indigenous Land Use Agreement*, s. 2.1

<sup>58</sup> *Gawler Ranges Mineral Exploration Indigenous Land Use Agreement*, Schedule 2, s. 19

<sup>59</sup> *Gawler Ranges Mineral Exploration Indigenous Land Use Agreement*, Schedule 2, s. 6.2

## 19. Regional Indigenous Land Use Agreement for Small Scale Mining

Parties: Dja Dja Wurrung People and Prospectors and Miners' Association of Victoria Incorporated

Agreement Date: July 27, 2005

Project: Agreement to allow small scale mining to occur in the area

Community Location: Dja Dja Wurrung Native Title area, near Bendigo, Victoria, Australia

Dja Dja Wurrung Population: ~2,500 (in 2004)

IBA: <http://ccsi.columbia.edu/files/2016/11/Australia-Dja-Dja-Wurrung-People-Prospectors-Miners-Association-of-Vic-2009-Agreement.pdf>

- ILUA take effect once executed by all parties and is terminated if this ILUA is removed from the Register or Indigenous land Use Agreements or 5 years after the last Mining License expires<sup>60</sup>

### Crown Land Access Benefits<sup>61</sup>

- One-off Mining Lease Access fee of \$2,500 plus GST if mining lease term is five years, otherwise \$500 + GST for each year mining lease is granted for
- Upfront fee of \$1,250 plus GST for any renewal of Mining Lease for a term of 5+ years, or \$250 + GST for each year Mining Lease renewal is granted
- Increases with CPI increase
- Paid from Miner to a trust account for the Native Title Group

Exploration ILUA: <http://ccsi.columbia.edu/files/2016/11/Australia-Dja-Dja-Wurrung-People-Mineral-Council-of-Aus-2005-Agreement.pdf>

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<sup>60</sup> *Gawler Ranges Mineral Exploration Indigenous Land Use Agreement*, ss. 6.1-6.2

<sup>61</sup> Schedule 2, s. 1.1

## 20. Elk Valley Property Tax Sharing Agreement

Parties: District of Elkford, Corporation of the City of Fernie, District of Sparwood, Regional District of East Kootenay

Agreement Date: March 31, 2008

Project: Coal mines within the boundaries of these districts and municipalities

Community Location: all in the District of East Kootenay, BC, Canada

Population:

Elkford – 2500

Fernie – 4,784

Sparwood – 3,784

District of East Kootenay total - 60,439

IBA: <https://sparwood.civicweb.net/document/57354>

- Term is January 1, 2008 until a Party is dissolved or amalgamated with another Municipality or December 31, 2032<sup>62</sup>
- Municipality who employs the administrator that allocates tax revenues receives an annual administrative fee<sup>63</sup>

### Annual Tax Requisition (Multiple Fixed Payment)<sup>64</sup>

- Annual Tax Requisition is the Property Tax Levy +/- the Property Assessment Appeal Adjustment
- Minimum Property Tax Levy will be \$8,900<sup>65</sup>
- Inflation is accounted for using the lesser of the BC consumer price index excluding food or the average of the three municipalities percent change for residential taxes, calculated as follows:

D		2 <sup>nd</sup> Prior Year Residential Taxes for Municipal Purposes
E		Prior Year Residential Assessment Non-Market Changes
F		Prior Year Residential Tax Rate for Municipal Purposes
G		Prior Year Residential Taxes for Municipal Purposes
H	$E/1000 \times G$	Prior Year Residential Municipal Taxes on Non-Market Changes
I	$G \text{ minus } H$	Prior Year Residential Municipal Taxes without Non-Market Changes
J	$I - D$	Prior Year \$ Increase from 2 <sup>nd</sup> prior year - excluding non-market changes
K	$J / D$	<b>% Increase from prior year - excluding non-market change</b>

- Each municipality must establish a tax rate for properties listed in Schedule A that is the Annual Tax Requisition divided by the Total Revised Taxable Assessment of all Properties, divided by the Annual Property Tax Rate

<sup>62</sup> Elk Valley Property Tax Sharing Agreement, s. 17

<sup>63</sup> Elk Valley Property Tax Sharing Agreement, s. 14

<sup>64</sup> Elk Valley Property Tax Sharing Agreement, Schedule B

<sup>65</sup> Elk Valley Property Tax Sharing Agreement, s. 14

- The Property Tax Levy is allocated as follows:

		<b>2008 (example)</b>	<b>2009 and onwards</b>
<b>Property Tax Levy (total income)</b>		<b>\$8,900,000</b>	<b>100%</b>
<b>Spending Allocation (spending)</b>			
<b>Administration</b>	Administrator	\$5000	0.05618%
<b>Property Tax Share</b>	Elkford	\$2,998,315	33.68893%
	Fernie	\$2,598,539	29.19707%
	Sparwood	\$2,798,427	31.44300%
	Regional District of East Kootenay	\$499,719	5.61482%
<b>Total Spending</b>		<b>\$8,900,000</b>	<b>100%</b>

## 21. Cooperation Agreement

Fiscal Instruments: paid from Oyu Tolgoi LLC to the Development Support Fund

Parties: Oyu Tolgoi LLC (project investor), Umnugobi Aimag of Mongolia (Umnugobi Aimag is a location in Mongolia), Khanbogd Soum (closest community to project), Bayan-Ovoo SOum, Dalanzdgad Soum (other communities)

Agreement Date: March 31, 2008

Project: Gold, Copper Mine

Project Scale: 1.5 million of concentrate mined from open pit between July 2013 – December 2015, estimated fully operational in 2020

Community Location: Umnugobi Aimag, Mongolia

Population (2009):

Khanbogd – 3,154

Bayan-Ovoo – 1,574

Dalanzdgad – 17,946

Umnugobi Aimag total – 61, 314

IBA: <http://ccsi.columbia.edu/files/2015/04/Mongolia-Umnugobi-Khanbogd-Manlai-Bayan-Ovoo-Dalanzadgad-Oyu-Tolgoi-LLC-2015-Agreement.pdf>

Project: <https://www.riotinto.com/copperanddiamonds/oyu-tolgoi-4025.aspx>

### Contribution (Multiple Fixed Payment)

- Oyu Togoi LLC provides Development Support Fund \$5,000,000 USD per year following establishment of the DSF<sup>66</sup>
- This amount is adjusted every year as follows:<sup>67</sup>  
Annual contribution = \$5,000,000 USD x (US consumer price index of previous year / US consumer price index of July 2015)
- The contribution is paid in incremental payments throughout the year depending on financial commitments of Development Support Fund<sup>68</sup>
- Agreement continues unless obligation in unfulfilled by a party or mining and/or process has stopped at the mine, or the mining licence expires or is transferred<sup>69</sup>

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<sup>66</sup> *Cooperation Agreement*, s. 8.3

<sup>67</sup> *Cooperation Agreement*, s. 8.4

<sup>68</sup> *Cooperation Agreement*, s. 8.5

<sup>69</sup> *Cooperation Agreement*, s. 13

## 22. Kainantu Gold Mine Project Memorandum of Agreement

Parties: Papua New Guinea, Eastern Highlands Provincial Government, Kainantu Rural Local Level Government, Highlands Kainantu Limited, Bilimoia Landowners Association, and The Associated Landowners

Agreement Date: November 11, 2003

Project: The Kainantu Mine, Highlands Kainantu Limited's mining operation at Irumafimpa

Project Location: Irumafimpa Kainantu area of Eastern Highlands Province

Project Scale: Designed to produce 100,000 ounces of gold per year, production was halted in January 2009.

Community: Associated Landowners are citizens who are members of the Kafe Clan and other landowning clans in the villages of Unantu, Tuta, Asupuyia, Anonantu, Musuwa, Marawasa, Waterais, Pomasi No. 1, and Pomasi No. 2 (Tinompi); Mining Lease Landowners are members of Landowning clans that own land according to custom in the Bilmoia area of Mining Lease 150

Population: 579,825 (Eastern Highlands Province)

IBA: <http://ccsi.columbia.edu/files/2016/11/PNG-Kainantu-Landowners-Highlands-Kainantu-Ltd-2003-Agreement.pdf>

Mine: <https://www.k92mining.com/operations/>

- Commencement date of this agreement is start of construction on the tenements<sup>70</sup>

### Royalties<sup>71</sup>

- Pursuant to Mining Act, 1992, the State of Papua New Guinea pays royalties to the Provincial Government, Mining Lease Landowners, and Associated Landowners as follows:
  - Provincial Government: 30%
  - Mining Lease Landowners: 60%
  - Associated Landowners: 10%
- Distribution of the total royalties received by recipients is as follows:

<b>Provincial Government</b>	
EHPG Five-Year Provincial Development Plan	15%
Kainantu Rural LLG-5 Year District Development Plan	9.0%
Kainantu Urban Local Level Government	4.5%
Public Infrastructure Trust Fund (Project Area)	1.5%
<b>Mining Lease Landowners</b>	
Cash Distribution	30.0%
Landowner Association Incorporated	5.0%
Bilimoia Community Sustainable Development Program Trust	10.0%
Future Generation's Trust for Mining Lease Landowners	5.0%

<sup>70</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 61.1

<sup>71</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 3



Church Grant Trust Fund	10.0%
<b>The Associated Landowners</b>	
Associated Landowners Association	1.5%
Community Sustainable Development Program Trust	3.5%
Future Generation's Trust for Associated Landowners	5.0%

### Special Support Grant<sup>72</sup>

- State provides CPO a Special Support Grant equivalent to 0.5% of the value of f.o.b. revenue for the sale of mine products from the Project.
- Paid yearly from the commencement of production until the Tax Credit Scheme (which is not a part of this agreement) commences for the project.
- F.o.b. revenue defined under section 104 of the Mining Act pursuant to section 173 of the Mining Act 1992

### Financial Assistance to the Landowners and Eastern Highlands Provincial Government (Single Fixed Payments)<sup>73</sup>

- State to landowners:
  - establishment grant of K140,000 to the Umbrella Company
  - establishment grant of K20,000 to formally nominated corporate identities for the Eastern Block, Western Block, and Northern Block
- State to a formally registered Mining Lease Landowner Association:
  - K30,000
  - K25,000 payable at the commencement of mine construction

### Mine Area Facilities (Development Levy) Grant (Single Fixed Payment)<sup>74</sup>

- Company to Community Sustainable Development Plan:
  - K600,000 during mine construction

### Business Development Plan<sup>75</sup>

- Company to Landowners Umbrella Company:
  - establishment grant of K140,000 to the Umbrella Company
  - establishment grant of K20,000 to formally nominated corporate identities for the Eastern Block, Western Block, and Northern Block

### Institutional Establishment Assistance<sup>76</sup>

- Company will pay K10,000 to each Bilmoia Landowners Association; Associated Landowners Association; the Umbrella Company; and the nominated corporate identity of each the Eastern Block, Western Block, and Northern Block

<sup>72</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 4

<sup>73</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 15

<sup>74</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 32

<sup>75</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 37.5

<sup>76</sup> Kainantu Gold Mine Project Memorandum of Agreement, s. 41

## 23. Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project

Parties: Papua New Guinea, Madang Provincial Government, Ramu Nickel Limited, Kurumbukari Landowners Association, Maigari Inland Pipeline Association, Coastal Pipeline Association, Basamuk Landowners Association, Bundi Local Level Government, Usino Local Level Government, Astrolabe Bay Local Government, and Rai Coast Local Level Government

Agreement Date: July 26, 2000

Project construction completed 2012

Project: Ramu Nickel Joint Ventures

Project Location: Madang Province, Papua New Guinea

Project Scale: nameplate ore processing 3,400 dry kilotonnes per year, connected by 135km pipeline to a Basbuk processing plant

Community: Landowners are members of any landowning group, and their future generations, that originates in Madang Province and owns land within any of the leases, easements, or tenements related to the project whose ownership has been verified by the District Officer Land for Madang Province. Kurumbukari Landowners Association, Maigari Inland Pipeline Association, Coastal Pipeline Association, and Basamuk Landowners Association are all landowning associations.

Population: 493,906 (Madang Province)

IBA: <http://ccsi.columbia.edu/files/2015/01/PNG-Ramu-Landowners-Ramu-Nickel-Joint-Venturers-2000-Agreement.pdf>

Mine: <http://www.highlandspacific.com/current-projects/ramu-nickel>

- Agreement terminates on expiration, revocation, or surrender of Special Mining Lease<sup>77</sup>
- Agreement is reviewed every five years<sup>78</sup>

### Royalties<sup>79</sup>

- State of Papua New Guinea pays royalties from Ramu Nickel Project to the Landowners, Madang Government, and Local Level Government as follows:
  - Landowners: 65%
  - Madang Government: 31%
  - Local Level Governments: 4%%
- Distribution of the total royalties received by the Landowners (total 65%) is as follows:

<b>Kurumbukari Landowners</b>	
SML (acronym not explained) Landowners	26%
Future Generation Trust	1%
L.O.A. (acronym not explained)	3%
<b>Maigari Inland Pipeline Landowners</b>	

<sup>77</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 32.1

<sup>78</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 32.2

<sup>79</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 3

Future Generation Trust	1%
L.O.A. (acronym not explained)	3%
<b>Costal Pipeline Landowners</b>	
Future Generation Trust	1%
L.O.A. (acronym not explained)	2%
<b>Basamuk Inland Pipeline Landowners</b>	
LMP 42, LMP 43, and ML 149 Landowners (acronyms not explained)	7%
Future Generation Trust	1%
L.O.A. (acronym not explained)	2%
<b>Easements</b>	
Landowners – equally distributed per hectare, more details in s. 3.3	18%

- Trust funds cannot be used until on or after 15 years after royalties start being paid to the community<sup>80</sup>

### Equity<sup>81</sup>

- If the state decides to take up 30% equity of the mine and the Ramu Nickel Project and Orogen Minerals (Ramu) Limited decides to take 25% of that 30% (as per Option Agreement), then the remaining 5% of the equity
  - 2% to Kurumbukari Landowners
  - 1% to Maigari Inland Pipeline Landowners
  - 1% to Coastal Pipeline Landowners
  - 1% to Basamuk Landowners
- Distribution of dividends is on a per hectare bases (some additional details in s. 7.3)

### Special Support Grant<sup>82</sup>

- State shall make a Special Support Grant available to Provincial Government for infrastructure to be used as follows:

Recipients	Yr 1-5	Yr 6-10	Yr 11-15	Yr 16+
Namu Nickel Foundation	80%	40%	20%	0%
Local Level Government	0%	0%	10%	10%
Provincial Government	20%	60%	70%	90%

- Paid quarterly
- Special Support Grant will be 1% of the value of annual Net Smelter Return revenue for sale of mine products from the Project

### Infrastructure (State Government; Multiple Fixed Payments)<sup>83</sup>

- K 3 million will be contributed by State of Papua New Guinea for Phase 2 project pursuant to the Social and Economic Development Plan in 2000-2002 or prior to the Special Support Grant being available and payable

<sup>80</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 5

<sup>81</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 7

<sup>82</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 8

<sup>83</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 9

#### Business Establishment Grant (Single Fixed Payment)<sup>84</sup>

- State will give a one-off grant of K1,000,000 to Landowners through their umbrella companies to assist them in being able to take part in Project business opportunities
- Amount is equally divided and distributed amongst the umbrella companies

#### Nickel Ramu Foundation (funding for Foundation budget)<sup>85</sup>

- Joint Ventures will fund the Foundation for two years not exceeding an amount of K500,000
- Afterwards, the foundation will be funded by fees

#### Infrastructure (Provincial Government; Single Fixed Payment)<sup>86</sup>

- K 1.4 million will be contributed by the Provincial Government for Phase 2 project pursuant to the Social and Economic Development Plan

#### Funding of Landowner Associations<sup>87</sup>

- Provincial Government will give K25,000 to each of the four Landowner associations yearly, from execution of this agreement until the first royalty payment is made to the State of Papua New Guinea

#### Infrastructure (Ramu Nickel Joint Venturers; Single Fixed Payment)<sup>88</sup>

- K 2 million will be contributed by Ramu Nickel Joint Venturers for Phase 2 project pursuant to the Social and Economic Development Plan

#### Seed Funding for Ramu Nickel Foundation (Single Fixed Payment)<sup>89</sup>

- K 500,000 provided one time to establish, operate, and manage the Ramu Nickel Foundation

The Memorandum of Agreement Relating to the Hidden Valley Gold Project

(<http://ccsi.columbia.edu/files/2016/11/PNG-Local-Governments-Hidden-Valley-Gold-Project-2005-Agreement.pdf>) and Memorandum of Agreement (Revised) Relating to the Tolukuma Gold Mining Project (<http://ccsi.columbia.edu/files/2016/11/PNG-Tolukuma-Clayfield-Pty-Ltd-2007-Agreement.pdf>) are similar to this agreement.

The Memorandum of Agreement Relating to the Development of the Porgera Gold Mine Project (<http://ccsi.columbia.edu/files/2016/11/PNG-Porgera-National-Government-1989-Agreement.pdf>) also has benefits set up that includes equity and royalties.

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<sup>84</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 12

<sup>85</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 17.6

<sup>86</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 18

<sup>87</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 19

<sup>88</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 21

<sup>89</sup> Memorandum of Agreement Relating to Ramu Nickel/Cobalt Project, s. 18

## Forestry

FCRSA: Forest and Range Consultation and Revenue Sharing Agreement

## 24. Adams Lake Indian Band FCRSA

Parties: Adams Lake Indian Band and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: April 23, 2012

Project Location: near Chase, BC, Canada

Nation Population: 802

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa\\_adams\\_lake.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa_adams_lake.pdf)

- The following components are summed and the total is shared with the Adams Lake Indian Band
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>90</sup>

### Area of Aboriginal Interest Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Columbia, Headwaters, Kamloops, and Okanagan Forest Districts from the last 2 fiscal years is averaged<sup>91</sup>
- Amount of forest revenue attributable to areas to which the Adams Lake Indian Band has Aboriginal Interest, prorated in areas with overlapping aboriginal interests<sup>92</sup>
- Stumpage payments from Adams Lake Indian Band eligible licenses not included<sup>93</sup>
- 5% of revenue attributed to areas of Aboriginal Interest is shared with Adams Lake Indian Band once yearly.<sup>94</sup>
- Agreement ends three years after the effective date, but renegotiations can occur to extend the agreement prior to the termination date<sup>95</sup> → The agreement currently ends on April 9, 2019<sup>96</sup>

### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

- After BC's previous fiscal year's accounts are shared, the revenue collected from Adams Lake Indian Band eligible licenses will be calculated and 75% of this revenue will be shared with the community<sup>97</sup>

### Transitioning

- For the first three years of this agreement's existence, it is in transition from the previous interim agreement. Any revenue that needs to be shared with the community under each agreement in that fiscal year is summed and a proportion shared as follows:<sup>98</sup>

Fiscal Year	% current agreement sum	% interim agreement sum
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<sup>90</sup> Adams Lake Indian Band FCRSA, s. 3.2

<sup>91</sup> Adams Lake Indian Band FCRSA, Appendix C, s. 1.0

<sup>92</sup> Adams Lake Indian Band FCRSA, Appendix C, s. 1.2

<sup>93</sup> Adams Lake Indian Band FCRSA, Appendix C, s. 1.1

<sup>94</sup> Adams Lake Indian Band FCRSA, Appendix C, s. 1.3, as amended by Adams Lake Indian Band FCRSA Amendment #1; the clause about minimum \$35,000 is deleted in Adams Lake Indian Band FCRSA Amendment #1

<sup>95</sup> Adams Lake Indian Band FCRSA, ss. 11-12

<sup>96</sup> Adams Lake Indian Band FCRSA Amendment Agreement #4

<sup>97</sup> Adams Lake Indian Band FCRSA, Appendix C, ss. 2.0-2.1, as amended by Adams Lake Indian Band FCRSA Amendment #1

<sup>98</sup> Adams Lake Indian Band FCRSA, Appendix C, ss. 3.0-3.3

2011/2012	50%	59%
2012/2013	80%	55%
2013/2014	100%	50%

## 25. Ashcroft Indian Band FCSRA

Parties: Ashcroft Indian Band and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: December 9, 2014

Project Location: Fraser Valley area, BC, Canada

Nation Population: 283

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ashcroft\\_fcrsa\\_extension\\_amendment\\_dec\\_2017.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ashcroft_fcrsa_extension_amendment_dec_2017.pdf)

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ashcroft\\_fcrsa\\_executed\\_dec\\_9\\_2014.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/ashcroft_fcrsa_executed_dec_9_2014.pdf)

- The following components are summed and the total is shared with the Ashcroft Indian Band
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>99</sup>
- The first payment will be \$198,947 paid on March 31, 2015<sup>100</sup>
- Agreement ends three years after the effective date, but renegotiations can occur to extend the agreement prior to the termination date<sup>101</sup>

### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Chilwack Forest District, Cascades Forest District, Kamloops Forest District, and 100 Mile House Forest District from the last 2 fiscal years is averaged<sup>102</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>103</sup> will be used to calculate the percentage of revenue that qualifies for sharing<sup>104</sup>
- Calculation does not include stumpage payments from Ashcroft Indian Band eligible licenses<sup>105</sup>
- 3% of revenue attributed to areas of Aboriginal Interest is shared with Ashcroft Indian Band once yearly.<sup>106</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>107</sup>
- If the total calculated revenue to be shared is less than \$35,000, Ashcroft Indian Band receives \$35,000<sup>108</sup>

### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

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<sup>99</sup> *Ashcroft Indian Band FCRSA*, s. 3.2

<sup>100</sup> *Ashcroft Indian Band FCRSA*, s. 3.3

<sup>101</sup> *Ashcroft Indian Band FCRSA*, ss. 11-12

<sup>102</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.0

<sup>103</sup> *Ashcroft Indian Band FCRSA*, Appendix A, Map 2 of 2

<sup>104</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.2

<sup>105</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.1

<sup>106</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.3

<sup>107</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.2

<sup>108</sup> *Ashcroft Indian Band FCRSA*, Appendix C, s. 1.4



- After BC’s previous fiscal year’s accounts are shared, the revenue collected from Ashcroft Indian Band eligible licenses will be calculated and 35% of this revenue will be shared with the community<sup>109</sup>

**Transitioning**

- For the first years of this agreement’s existence, it is in transition from the *Ashcroft Indian Band Forest and Range Opportunity Agreement*. A third portion of revenue to be shared is calculated using that previous agreement and added to the total shared under this agreement as follows:<sup>110</sup>

Fiscal Year	% of previous agreement total added
2103/2014	50%
2014/2015	45%
2015/2016	40%
2016/2017	0%

- If the payments received under this agreement are equal to or larger than the payments under the *Ashcroft Indian Band Forest and Range Opportunity Agreement*, then only the payments under this agreement are made to the community. If the payments are smaller, then the community receives the payments that they would have received under the *Forest and Range Opportunity Agreement*.<sup>111</sup>

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<sup>109</sup> *Ashcroft Indian Band FCRSA*, Appendix C, ss. 2.0-2.1

<sup>110</sup> *Ashcroft Indian Band FCRSA*, Appendix C, ss. 3.2

<sup>111</sup> *Ashcroft Indian Band FCRSA*, Appendix C, ss. 3.3

## 26. Ahousaht FCSRA

Parties: The Ahousaht and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: February 14, 2014

Project Location: West Coast of Vancouver Island

Nation Population: 2,158

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa\\_ahousaht.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa_ahousaht.pdf)

Identical to the Ashcroft Indian Band FCSRA except for the following:

- The first payment will be \$345,973 paid on September 30, 2013<sup>112</sup>

Hahoultee Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from South Island District Forest Reserve from the last 2 fiscal years is averaged<sup>113</sup>

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<sup>112</sup> *Ahousaht FCSRA*, s. 3.3

<sup>113</sup> *Ahousaht FCSRA*, Appendix C, s. 1.1

## 27. Bonaparte Indian Band FCSRA

Parties: The Bonaparte Indian Band (Member of Shuswap Nation Tribal Council) and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: March 28, 2018

Project Location: West of Cache Creek, BC, Canada

Nation Population: 951

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/bonaparte\\_indian\\_band\\_fcrsa\\_-\\_march\\_28\\_2018.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/bonaparte_indian_band_fcrsa_-_march_28_2018.pdf)

Until Appendix C, s. 3.0: identical to the Ashcroft Indian Band FCSRA except for the following:

- For the first fiscal year, the payment will be \$261,685<sup>114</sup>

### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Cascades Forest District, Kamloops Forest District, and 100 Mile House Forest District from the last 2 fiscal years is averaged<sup>115</sup>

Starting at Appendix C, s. 3.0: Similar to the Adams Lake Indian Band FCSRA:

### Transitioning

- For the first four years of this agreement's existence, it is in transition from the *Bonaparte Indian Band Forest and Range Agreement*. Any revenue that needs to be shared with the community under each agreement in that fiscal year is summed and a proportion shared as follows:<sup>116</sup>

Fiscal Year	% current agreement sum	% former agreement sum
2010/2011	10%	69%
2011/2012	50%	59%
2012/2013	80%	55%
2013/2014	100%	50%

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<sup>114</sup> *Bonaparte Indian Band FCSRA*, s. 3.3

<sup>115</sup> *Bonaparte Indian Band FCSRA*, Appendix C, s. 1.0

<sup>116</sup> *Bonaparte Indian Band FCSRA*, Appendix C, ss. 3.0-3.3

## 28. Boston Bar First Nation FCSRA

Parties: Boston Bar First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: May 4, 2015

Project Location: Fraser Canyon at Boston Bar, BC, Canada

Nation Population: 271

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/boston\\_bar\\_fcrsa\\_renewal\\_2018-06-27\\_fn\\_-\\_mo\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/boston_bar_fcrsa_renewal_2018-06-27_fn_-_mo_signed.pdf)

Identical to the Ashcroft Indian Band FCSRA except for the following:

- The first payment, which covers April 1, 2015 to March 31, 2016, will be \$95,752 and paid on September 30, 2015.<sup>117</sup>

### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Chiliwack Forest District, Cascades Forest District, and Kamloops Forest District from the last 2 fiscal years is averaged<sup>118</sup>

### Transitioning

- For the first years of this agreement's existence, it is in transition from the *Boston Bar First Nation Forest and Range Opportunity Agreement*. A third portion of revenue to be shared is calculated using that previous agreement and added to the total shared under this agreement as follows:<sup>119</sup>

Fiscal Year	% of previous agreement total added
2015/2016	40%
2016/2017	0%
2017/2018	0%

- For 2014/2015 and 2015/2016 fiscal years: if the amount received under the *Boston Bar First Nation FCSRA* is equal to or greater than what would be received under the *Boston Bar First Nation Interim Agreement on Forest and Range Opportunity*, then the community only receives the value of the value of the payments under this agreement; and if the amount is greater or equal to the *Boston Bar First Nation Forest and Range Agreement*, then the community only receives the value of that payment.<sup>120</sup>

<sup>117</sup> *Boston Bar First Nation FCRSA*, s. 3.3

<sup>118</sup> *Boston Bar First Nation FCRSA*, Appendix C, s. 1.1

<sup>119</sup> *Boston Bar First Nation FCRSA*, Appendix C, s. 3.3

<sup>120</sup> *Boston Bar First Nation FCRSA*, Appendix C, s. 3.4

## 29. We Wai Kum First Nation FCSRA

Parties: We Wai Kum Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: March 5, 2015

Project Location: Campbell River, BC, Canada

Nation Population: 819

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/wei\\_wai\\_kum\\_fcsr\\_executed\\_march\\_5\\_2015\\_2011.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/wei_wai_kum_fcsr_executed_march_5_2015_2011.pdf)

- The following components are summed and the total is shared with the Adams Lake Indian Band
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>121</sup>
- The agreement expired three years from the effective date unless renegotiated<sup>122</sup>
- The first payment will be \$149,869 (for October 1, 2014-March 31, 2015) and will be paid on March 31, 2015.<sup>123</sup>

### Traditional Territory Forest Revenue Sharing Component (Ad Valorem) <sup>124</sup>

- Amount of forest revenue from Campbell River Forest District, North-Island Central, Sunshine Coast Forest District, and South Island Forest Districts from the last 2 fiscal years is averaged, not including revenue from We Wai Kum First Nation's Eligible Forest Tenure
- Once total revenue is calculated, the percentage of those districts that are part of the We Wai Kum First Nation's traditional territory is assessed and 4% of that percentage of total revenues are shared with the community. This increases to 5% of a reconciliation agreement is signed
- If the total calculated revenue to be shared is less than \$35,000, We Wai Kum First Nation receives \$35,000
- Calculation is prorated for overlapping nations

### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem) <sup>125</sup>

- 50% of forest revenue from We Wai Kum First Nation's Eligible Forest Tenure Volume is shared with the community. If a reconciliation agreement is signed, this increases to 75%.

### Transitioning<sup>126</sup>

- In addition to the revenue to be shared under this agreement, the following percentages of revenue that would be shared under *We Wai Kum First Nation Interim Agreement on Forest Opportunities (2006)* is added:

Fiscal Year	% of previous agreement total added
2014/2015	45%
2015/2016	40%

<sup>121</sup> *We Wai Kum First Nation FCSRA*, s. 3.2

<sup>122</sup> *We Wai Kum First Nation FCSRA*, ss. 11-12

<sup>123</sup> *We Wai Kum First Nation FCSRA*, s. 3.3

<sup>124</sup> *We Wai Kum First Nation RSCRA*, Appendix C, ss. 1.1-1.4

<sup>125</sup> *We Wai Kum First Nation FCSRA*, Appendix C, s. 2.1

<sup>126</sup> *We Wai Kum First Nation FCSRA*, Appendix C, ss. 3.2-3.3

2016/2017	0%
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- If the payments received under this agreement are equal to or larger than the payments under the interim agreement, then only the payments under this agreement are made to the community. If the payments are smaller, then the community receives the payments that they would have received under the *Interim Agreement*.

### 30. Canim Lake Band FCSRA

Parties: The Canim Lake Band and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: March 23, 2015

Project Location: near 100 Mile House, BC, Canada

Nation Population: 614

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/canim\\_lake\\_fcsr\\_a\\_executed\\_may4\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/canim_lake_fcsr_a_executed_may4_2015.pdf)

- The first payment will be \$272, 671 and will be paid on March 31, 2015.<sup>127</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Central Cariboo Forest District, Headwaters Forest District, Kamloops Forest District, and 100 Mile House Forest District from the last 2 fiscal years is averaged<sup>128</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)<sup>129</sup>

- 85% of forest revenue from Canim Lake Band's Forest License is shared with the community.

#### Transitioning

- For the first years of this agreement's existence, it is in transition from the *Canim Lake Forest and Range Opportunity Agreement*. A third portion of revenue to be shared is calculated using that previous agreement and added to the total shared under this agreement as follows:<sup>130</sup>

Fiscal Year	% of previous agreement total added
2014/2015	45%
2015/2016	40%
2016/2017	0%
2017/2018	0%

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<sup>127</sup> *Canim Lake Band FCSRA*, s. 3.3

<sup>128</sup> *Canim Lake Band FCSRA*, Appendix C, s. 1.0

<sup>129</sup> *Canim Lake Band FCSRA*, Appendix C, s. 2.1

<sup>130</sup> *Ashcroft Indian Band FCSRA*, Appendix C, s. 3.2

### 31. Stswecem'c Xgat'tem First Nation FCSRA

Parties: The Stswecem'c Xgat'tem First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: April 30, 2015

Project Location: near Williams Lake, BC, Canada

Nation Population: 763

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stswecemc-xgattem\\_fcsr\\_a\\_executed\\_april\\_30\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stswecemc-xgattem_fcsr_a_executed_april_30_2015.pdf)

Identical to the Ashcroft Indian Band FCSRA except for the following:

- The first payment will be \$223,751 and will be paid on March 31, 2015.<sup>131</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Central Cariboo Forest District, Chilcotin Forest District, Cascades Forest District, Kamloops Forest District, and 100 Mile House Forest District from the last 2 fiscal years is averaged<sup>132</sup>

#### Transitioning

- For the first years of this agreement's existence, it is in transition from the *Canoe Creek Indian Band Interim Agreement on Forest and Range Opportunities*. A third portion of revenue to be shared is calculated using that previous agreement and added to the total shared under this agreement as follows:<sup>133</sup>

Fiscal Year	% of previous agreement total added
2014/2015	45%
2015/2016	40%
2016/2017	0%
2017/2018	0%

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<sup>131</sup> Stswecem'c/Xgat'tem First Nation FCSRA, s. 3.3

<sup>132</sup> Stswecem'c/Xgat'tem First Nation FCSRA, Appendix C, s. 1.0

<sup>133</sup> Stswecem'c/Xgat'tem First Nation FCSRA, Appendix C, s. 3.2



## 32. Coldwater Indian Band FCRSA

Parties: Coldwater Indian Band and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: June 27, 2013 / September 10, 2013

Project Location: Near Merritt, BC

Coldwater Indian Band Population: 864 people

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa\\_coldwater.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/frcsa_coldwater.pdf)

- The following components are summed and the total is shared with the Coldwater Indian Band
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>134</sup>
- The first payment will be \$338,702 paid on September 30, 2013<sup>135</sup>
- Agreement ends three years after the effective date, but renegotiations can occur to extend the agreement prior to the termination date<sup>136</sup>

### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Chiliwack Forest District, Cascades Forest District, and Kamloops Forest District from the last 2 fiscal years is averaged<sup>137</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>138</sup> will be used to calculate the percentage of revenue that qualifies for sharing<sup>139</sup>
- Calculation does not include stumpage payments from Coldwater Indian Band eligible licenses<sup>140</sup>
- 3% of revenue attributed to areas of Aboriginal Interest is shared with Coldwater Indian Band once yearly.<sup>141</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>142</sup>
- If the total calculated revenue to be shared is less than \$35,000, Coldwater Indian Band receives \$35,000<sup>143</sup>

### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

- After BC's previous fiscal year's accounts are shared, the revenue collected from Coldwater Indian Band eligible licenses will be calculated and 35% of this revenue will be shared with the community<sup>144</sup>

## Transitioning

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<sup>134</sup> Coldwater Indian Band FCRSA, s. 3.2

<sup>135</sup> Coldwater Indian Band FCRSA, s. 3.3

<sup>136</sup> Coldwater Indian Band FCRSA, ss. 11-12

<sup>137</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.0

<sup>138</sup> Coldwater Indian Band FCRSA, Appendix A, Map 2 of 2

<sup>139</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.2

<sup>140</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.1

<sup>141</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.3

<sup>142</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.2

<sup>143</sup> Coldwater Indian Band FCRSA, Appendix C, s. 1.4

<sup>144</sup> Coldwater Indian Band FCRSA, Appendix C, ss. 2.0-2.1

- For the first years of this agreement's existence, a third stream of payment comes from the *Coldwater Indian Band Forest and Range Opportunity Agreement*. The third portion of revenue to be shared is calculated using that previous agreement and added to 100% of the total revenue shared under this agreement as follows:<sup>145</sup>

Fiscal Year	% of previous agreement total added
2103/2014	50%
2014/2015	45%
2015/2016	40%

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<sup>145</sup> *Coldwater Indian Band FCRSA, Appendix C, ss. 3.2*

### 33. Cheam First Nation FCSRA

Parties: Cheam First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: December 21, 2015

Community Location: Upper Fraser Valley area, near Rosedale, BC, Canada

Population: 537

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/cheam\\_fcsr\\_executed\\_dec\\_21\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/cheam_fcsr_executed_dec_21_2015.pdf)

- The following components are summed and the total is shared with the Ashcroft Indian Band
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>146</sup>
- The first payment will be \$140,863 paid on March 31, 2016<sup>147</sup>
- Unless terminated under the provisions in Article 13, the agreement ends three years after the effective date, but renegotiations can occur to extend the agreement prior to the termination date<sup>148</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Chilwack Natural Resource Forest District from the last 2 fiscal years is averaged<sup>149</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>150</sup> will be used to calculate the percentage of revenue that qualifies for sharing<sup>151</sup>
- Calculation does not include stumpage payments from Cheam First Nation eligible licenses<sup>152</sup>
- 4% of revenue attributed to areas of Aboriginal Interest is shared with Cheam First Nation.<sup>153</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>154</sup>
- If the total calculated shared revenue is less than \$35,000, Cheam First Nation receives \$35,000.<sup>155</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

- After BC's previous fiscal year's accounts are shared, the revenue collected from Cheam First Nation eligible licenses will be calculated and 50% of this revenue will be shared with the community<sup>156</sup>

#### Transitioning

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<sup>146</sup> Cheam First Nation FCRSA, s. 3.2

<sup>147</sup> Cheam First Nation FCRSA, s. 3.3

<sup>148</sup> Cheam First Nation FCRSA, ss. 14.1-14.2

<sup>149</sup> Cheam First Nation FCRSA, Appendix C, s. 1.0

<sup>150</sup> Cheam First Nation FCRSA, Appendix A

<sup>151</sup> Cheam First Nation FCRSA, Appendix C, s. 1.2

<sup>152</sup> Cheam First Nation FCRSA, Appendix C, s. 1.1

<sup>153</sup> Cheam First Nation FCRSA, Appendix C, s. 1.3

<sup>154</sup> Cheam First Nation FCRSA, Appendix C, s. 1.2

<sup>155</sup> Cheam First Nation FCRSA, Appendix C, s. 1.4

<sup>156</sup> Cheam First Nation FCRSA, Appendix C, ss. 2.0-2.1

- For the first years of this agreement’s existence, it is in transition from the *Cheam First Nation Forestry Agreement (2005)*. The third portion of shared revenue is to be shared with the community as follows:<sup>157</sup>

Fiscal Year	% of previous agreement Annual Amount added to total revenue shared
2015/2016	40%
2016/2017	TBD
2017/2018	TBD

- If the payments received under this agreement are equal to or larger than the payments under the *Cheam First Nation Forestry Agreement (2005)*, then only the payments under this agreement are made to the community. If the payments are larger in 2014/15 and 2015/6, then the community receives the payments that they would have received under the *Cheam First Nation Forestry Agreement*.<sup>158</sup>

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<sup>157</sup> *Cheam First Nation FCRSA*, Appendix C, ss. 3.2

<sup>158</sup> *Cheam First Nation FCRSA*, Appendix C, ss. 3.3

### 34. Chawathil First Nation FCSRA

Parties: Chawathil First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: February 22, 2016

Community Location: Near Hope, BC

Chawathil First Nation Population: 617 people

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/chawathil\\_fcrsa\\_executed\\_feb22\\_2016.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/chawathil_fcrsa_executed_feb22_2016.pdf)

- The following components are summed and the total is shared with Chawathil First Nation
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>159</sup>
- The first payment will be \$21,271 paid on or before March 31, 2016<sup>160</sup>
- Agreement ends three years after the effective date, but renegotiations can occur to extend the agreement prior to the termination date<sup>161</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Chliwack Forest District and Cascades Forest District from the last 2 fiscal years is averaged<sup>162</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>163</sup> will be used to calculate the percentage of revenue that qualifies for sharing<sup>164</sup>
- Calculation does not include stumpage payments from Chawathil First Nation eligible licenses<sup>165</sup>
- 4% of revenue attributed to areas of Aboriginal Interest is shared with Chawathil First Nation<sup>166</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>167</sup>
- If the total calculated revenue to be shared is less than \$35,000, Chawathil First Nation receives \$35,000<sup>168</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

- After BC's previous fiscal year's accounts are shared, the revenue collected from Chawathil First Nation eligible licenses will be calculated and 50% of this revenue will be shared with the community<sup>169</sup>

#### Transitioning

- For the first years of this agreement's existence, a third stream of payment comes from the *Chawathil First Nation Forest Agreement*. The third portion of revenue to be shared is calculated

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<sup>159</sup> *Chawathil First Nation FCRSA*, s. 3.1 (b)

<sup>160</sup> *Chawathil First Nation FCRSA*, s. 3.2

<sup>161</sup> *Chawathil First Nation FCRSA*, s. 14

<sup>162</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.0

<sup>163</sup> *Chawathil First Nation FCRSA*, Appendix A

<sup>164</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.2

<sup>165</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.1

<sup>166</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.3

<sup>167</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.2

<sup>168</sup> *Chawathil First Nation FCRSA*, Appendix C, s. 1.4

<sup>169</sup> *Coldwater Indian Band FCRSA*, Appendix C, ss. 2.0-2.1

using that previous agreement and added to 100% of the total revenue shared under this agreement as follows.<sup>170</sup>

Fiscal Year	% of previous agreement total added
2015/2016	40%
2016/2017	TBD
2017/2018	TBD

- If the payments received under this agreement are equal to or larger than the payments under the *Chawathil First Nation Forest Agreement*, then only the payments under this agreement are made to the community. If the payments are larger in 2014/15 and 2015/16, then the community receives the payments that they would have received under the *Chawathil Nation Forest Agreement*.<sup>171</sup>

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<sup>170</sup> *Chawathil First Nation FCRSA*, Appendix C, ss. 3.2

<sup>171</sup> *Chawathil First Nation FCRSA*, Appendix C, ss. 3.3

### 35. Daylu Dena Council FCSRA

Parties: Daylu Dena First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: September 20, 2017

Community Location: Near Lower Post, BC (Just south of BC/Yukon Border)

Chawathil First Nation Population: 113 people

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/daylu\\_dena\\_council\\_-\\_fcrsa.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/daylu_dena_council_-_fcrsa.pdf)

- The following components are summed and the total is shared with Daylu Dena Council
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>172</sup>
- The first payment will be \$75,729 paid on or before March 31, 2018<sup>173</sup>
- Agreement ends September 30, 2020, but renegotiations can occur to extend the agreement prior to the termination date<sup>174</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Amount of forest revenue from Mackenzie District, Fort Nelson District, and Skeena-Stikine District from the last 2 fiscal years is averaged<sup>175</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>176</sup> will be used to calculate the percentage of revenue that qualifies for sharing<sup>177</sup>
- Calculation does not include stumpage payments from Daylu Dena Council eligible licenses<sup>178</sup>
- 4% of revenue attributed to areas of Aboriginal Interest is shared with Daylu Dena Council<sup>179</sup>
- If the Kaska SEA terminates, the 4% will change to 3% from the effective date of termination<sup>180</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>181</sup>
- If the total calculated revenue to be shared is less than \$35,000, Daylu Dena Council receives \$35,000<sup>182</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)

- After BC's previous fiscal year's accounts are shared, the revenue collected from Daylu Dena Council eligible licenses will be calculated and 50% of this revenue will be shared with the community<sup>183</sup>

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<sup>172</sup> Daylu Dena Council FCRSA, s. 3.1 (b)

<sup>173</sup> Daylu Dena Council FCRSA, s. 3.2

<sup>174</sup> Daylu Dena Council FCRSA, s. 14

<sup>175</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.0

<sup>176</sup> Daylu Dena Council FCRSA, Appendix A

<sup>177</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.2

<sup>178</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.1

<sup>179</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.3

<sup>180</sup> Daylu Dena Council FCRSA, Appendix C s. 1.5

<sup>181</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.2

<sup>182</sup> Daylu Dena Council FCRSA, Appendix C, s. 1.4

<sup>183</sup> Daylu Dena Council FCRSA, Appendix C, s. 2.1

- If the Kaska SEA terminates, the 50% will change to 35% from the effective date of termination<sup>184</sup>

### Transitioning

- For the first years of this agreement’s existence, a third stream of payment comes from the *Daylu Dena Council Forest and Range Opportunity Agreement*. The third portion of revenue to be shared is calculated using that previous agreement and added to 100% of the total revenue shared under this agreement as follows:<sup>185</sup>

Fiscal Year	% of previous agreement total added
2017/2018	40%
2018/2019	TBD
2019/2020	TBD

- If the payments received under sections 1.3 and 2.1, this appendix are equal to or larger than the payments under the *Daylu Dena Council Forest and Range Opportunity Agreement*, then only the payments under this appendix s. 3.1 are made to the community. If the payments in section 3.1 and 3.2 are larger in 2017/18, 2018/19 and 2019/120, then the community receives the payments that they would have received under the *Daylu Dena Council Forest and Range Opportunity Agreement*.<sup>186</sup>

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<sup>184</sup> *Daylu Dena Council FCRSA*, Appendix C s. 2.2

<sup>185</sup> *Daylu Dena Council FCRSA*, Appendix C, s. 3.2

<sup>186</sup> *Daylu Dena Council FCRSA*, Appendix C, s. 3.3



### 36. Kwiakah First Nation FCSRA

Parties: Kwiakah First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: July 13, 2015

Community Location: Near Campbell River, BC

Kwiakah First Nation Population: 22 people

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/kwiakah\\_fcrsa\\_executed\\_july\\_13\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/kwiakah_fcrsa_executed_july_13_2015.pdf)

- The following components are summed and the total is shared with Kwiakah First Nation
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>187</sup>
- The first year's payment will be \$14,583<sup>188</sup>
- Agreement ends three years after effective date, but renegotiations can occur to extend the agreement prior to the termination<sup>189</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Forest revenue from North Island-Central Coast and Sunshine Coast Districts from the last 2 fiscal years is averaged<sup>190</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>191</sup> is used to calculate the percentage of revenue that qualifies for sharing<sup>192</sup>
- Calculation does not include stumpage payments from Kwiakah First Nation Eligible Forest Tenure Volume<sup>193</sup>
- 4% of revenue attributed to areas of Aboriginal Interest is shared with Kwiakah First Nation<sup>194</sup>
- If the Kwiakah First Nation enters into Nanwakolas Reconciliation Protocol (RP), the 4% will change to 5%<sup>195</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>196</sup>
- If total calculated shared revenue is less than \$35,000, Kwiakah First Nation receives \$35,000<sup>197</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)<sup>198</sup>

- After BC's previous fiscal year's accounts are shared, the revenue collected from Kwiakah First Nation eligible forest tenure volume is calculated and 50% of this revenue is shared with the community
- If the parties enter into a RP, the 50% changes to 75%

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<sup>187</sup> Kwiakah First Nation FCRSA, s. 3.2

<sup>188</sup> Kwiakah First Nation FCRSA, s. 3.3

<sup>189</sup> Kwiakah First Nation FCRSA, s. 11

<sup>190</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.0

<sup>191</sup> Kwiakah First Nation FCRSA, Appendix A

<sup>192</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.2

<sup>193</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.1

<sup>194</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.3

<sup>195</sup> Kwiakah First Nation FCRSA, Appendix C s. 1.3

<sup>196</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.2

<sup>197</sup> Kwiakah First Nation FCRSA, Appendix C, s. 1.4

<sup>198</sup> Kwiakah First Nation FCRSA, Appendix C, ss. 2.0-2.2

### 37. Skwah First Nation FCSRA

Parties: Skwah First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: July 13, 2015

Community Location: near Chiliwack, BC

Kwiakah First Nation Population: 517 people

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/skwah\\_fcrsa\\_executed\\_july\\_13\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/skwah_fcrsa_executed_july_13_2015.pdf)

- The following components are summed and the total is shared with Skwah First Nation
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>199</sup>
- The first year's payment will be \$113,138 and will be paid before September 30, 2015<sup>200</sup>
- Agreement ends three years after effective date, but renegotiations can occur to extend the agreement prior to the termination<sup>201</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Forest revenue from Chiliwack District from the last 2 fiscal years is averaged<sup>202</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>203</sup> is used to calculate the percentage of revenue that qualifies for sharing
- Calculation does not include stumpage payments from Skwah First Nation Forest Licences<sup>204</sup>
- 3% of revenue attributed to areas of Aboriginal Interest is shared with Skwah First Nation<sup>205</sup>
- If Skwah First Nation enters into a Strategic Engagement Agreement, the 3% changes to 4%<sup>206</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>207</sup>
- If total calculated shared revenue is less than \$35,000, Skwah First Nation receives \$35,000<sup>208</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)<sup>209</sup>

- After BC's previous fiscal year's accounts are shared, the revenue collected from Skwah First Nation Forest Licenses is calculated and 35% of this revenue is shared with the community
- If the parties enter into a Strategic Engagement Agreement, the 35% changes to 50%

#### Transitioning<sup>210</sup>

- For the first years of this agreement's existence, a third stream of payment comes from the *Chihl-kway-uhk Tribe Forest Agreement*. The third portion of revenue to be shared is calculated

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<sup>199</sup> Skwah First Nation FCSRA, s. 3.1

<sup>200</sup> Skwah First Nation FCSRA, s. 3.2

<sup>201</sup> Skwah First Nation FCSRA, ss. 14.1 – 14.2

<sup>202</sup> Skwah First Nation FCSRA, Appendix C, s. 1.0

<sup>203</sup> Skwah First Nation FCSRA, Appendix A

<sup>204</sup> Skwah First Nation FCSRA, Appendix C, s. 1.1

<sup>205</sup> Skwah First Nation FCSRA, Appendix C, s. 1.3

<sup>206</sup> Skwah First Nation FCSRA, Appendix C s. 1.3

<sup>207</sup> Skwah First Nation FCSRA, Appendix C, s. 1.2

<sup>208</sup> Skwah First Nation FCSRA, Appendix C, s. 1.4

<sup>209</sup> Skwah First Nation FCSRA, Appendix C, ss. 2.0-2.1

<sup>210</sup> Skwah First Nation FCSRA, Appendix C, ss. 3.0-3.3

using that previous agreement and added to the total revenue shared under this agreement as follows:

Fiscal Year	% of previous agreement total added
2015/2016	40%
2016/2017	0%
2018/2019	0%

- If the payments in 2015/16 and 2016/17 received under sections 1.3 and 2.1 in this appendix are equal to or larger than the payments under the *Ch-ihl-kway-uhk Tribe Forest Agreement*, then the payments under this appendix s. 3.1 are made to the community.
- If the payments in section 3.1 and 3.2 are larger in 2015/16 and 2016/17, then the community receives the payments that they would have received under the *Ch-ihl-kway-uhk Tribe Forest Agreement*.

### 38. Sts'ailes Nation FCRSA

Parties: Sts'ailes Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: January 11, 2017

Community Location: near Harrison River, British Columbia, Canada

Kwiakah First Nation Population: 1,086

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stsailes\\_fcrsa\\_renewal\\_executed\\_jan\\_11\\_2017.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stsailes_fcrsa_renewal_executed_jan_11_2017.pdf)

- The following components are summed and the total is shared with Sts'ailes
- Payments are shared bi-yearly, one by September 30<sup>th</sup> and one by March 31<sup>st</sup> of each year<sup>211</sup>
- The first year's payment will be \$65,005.25 and will be paid before March 31, 2017<sup>212</sup>
- Agreement ends three years after effective date, but renegotiations can occur to extend the agreement prior to the termination<sup>213</sup>

#### Traditional Territory Forest Revenue Sharing Component (Ad Valorem)

- Forest revenue from Chiliwack and Sea-to-Sky Districts from the last 2 fiscal years is averaged<sup>214</sup> and the percentage of these areas that are covered by the revenue sharing boundary<sup>215</sup> is used to calculate the percentage of revenue that qualifies for sharing
- Calculation does not include stumpage payments from Sts'ailes Forest Licences<sup>216</sup>
- 3% of revenue attributed to areas of Aboriginal Interest is shared with Sts'ailes<sup>217</sup>
- If Sts'ailes enters into a Strategic Engagement Agreement, the 3% changes to 4%; if Sts'ailes enters into a Reconciliation Agreement, the 3% changes to 5%<sup>218</sup>
- Calculation is prorated for areas with overlapping First Nations interests<sup>219</sup>
- If total calculated shared revenue is less than \$35,000, Sts'ailes receives \$35,000<sup>220</sup>

#### Direct Award Tenure Forest Revenue Sharing Component (Ad Valorem)<sup>221</sup>

- After BC's previous fiscal year's accounts are shared, the revenue collected from Sts'ailes Forest Licenses is calculated and 35% of this revenue is shared with the community
- If the parties enter into a Strategic Engagement Agreement, the 35% changes to 50%; if parties enter into a Reconciliation Agreement, the 35% changes to 75%

#### Transitioning<sup>222</sup>

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<sup>211</sup> *Sts'ailes FCRSA*, s. 3.1

<sup>212</sup> *Sts'ailes FCRSA*, s. 3.2

<sup>213</sup> *Sts'ailes FCRSA*, ss. 14.1 – 14.2

<sup>214</sup> *Sts'ailes FCRSA*, Appendix C, s. 1.0

<sup>215</sup> *Sts'ailes FCRSA*, Appendix A

<sup>216</sup> *Sts'ailes FCRSA*, Appendix C, s. 1.1

<sup>217</sup> *Sts'ailes FCRSA*, Appendix C, s. 1.3

<sup>218</sup> *Sts'ailes FCRSA*, Appendix C s. 1.3

<sup>219</sup> *Sts'ailes FCRSA*, Appendix C, s. 1.2

<sup>220</sup> *Sts'ailes FCRSA*, Appendix C, s. 1.4

<sup>221</sup> *Sts'ailes FCRSA*, Appendix C, ss. 2.0-2.1

<sup>222</sup> *Sts'ailes FCRSA*, Appendix C, ss. 3.0-3.3

- For the first years of this agreement’s existence, a third stream of payment comes from the *Chehalis Interim Forest Agreement*. The third portion of revenue to be shared is calculated using that previous agreement and added to the total revenue shared under this agreement as follows:

Fiscal Year	% of previous agreement total added
2015/2016	40%
2016/2017	40%
2018/2019	TBD

- If the payments in 2015/16 and 2016/17 received under sections 1.3 and 2.1 in this appendix are equal to or larger than the payments under the *Chehalis Interim Forest Agreement*, then the payments under this appendix s. 3.1 are made to the community.
- If the payments in section 3.1 and 3.2 are larger in 2015/16 and 2016/17, then the community receives the payments that they would have received under the *Chehalis Interim Forest Agreement*.

### 39. Tla'amin Nation FCSRA

Parties: Tla'amin Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: March 5, 2018

Community Location: near Harrison River, British Columbia, Canada

Nation Population: 1,086

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/tlaamin\\_frsa\\_march\\_5\\_2018\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/tlaamin_frsa_march_5_2018_signed.pdf)

#### Annual Revenue Sharing Contribution (Multiple Fixed Payments)

- Payments will be \$451,110 annually for the term of the agreement paid in two installments: one before September 30<sup>th</sup> and one before March 31<sup>st</sup><sup>223</sup>
- Agreement has a three year term from Effective Date (March 5, 2018) unless terminated<sup>224</sup>

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<sup>223</sup> *Tla'amin Nation Revenue Sharing Agreement*, Article 3

<sup>224</sup> *Tla'amin Nation Revenue Sharing Agreement*, Article 14

#### 40. 'Namgis First Nation Forestry Fund Agreement

Parties: 'Namgis First Nation and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: September 1, 2015

Community Location: near Alert Bay, British Columbia, Canada

Nation Population: 1,892

[https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/aboriginal-peoples-documents/namgis\\_forestry\\_fund\\_agreement\\_signed\\_sept\\_1\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/indigenous-people/aboriginal-peoples-documents/namgis_forestry_fund_agreement_signed_sept_1_2015.pdf)

#### Forestry Fund (Multiple Fixed Payments)

- The forestry fund maximum is \$11.5 million, but this can tentatively be negotiated<sup>225</sup>
- Community receives Annual Amount payments yearly by September 30<sup>th</sup>, and receive the full amount at the termination of the agreement if this has not already been received<sup>226</sup>
- Termination is the 5<sup>th</sup> anniversary of the effective date<sup>227</sup>
- Annual payments section is redacted.

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<sup>225</sup> 'Namgis Forestry Fund Agreement, ss. 5.6-5.7

<sup>226</sup> 'Namgis Forestry Fund Agreement, s. 6.1

<sup>227</sup> 'Namgis Forestry Fund Agreement, s. 3.1

41. Camin Lake Indian Band Forest Tenure Opportunity “C” Agreement -not financial  
Parties: Camin Lake Band and the Province of British Columbia (Minister of Aboriginal Relations and Reconciliation)

Agreement Date: July 21, 2012

Project Location: near 100 Mile House, BC, Canada

Nation Population: 614

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/forestry-agreements/canim\\_lake\\_band\\_ftoa\\_signed\\_21jul12.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/forestry-agreements/canim_lake_band_ftoa_signed_21jul12.pdf)

- Province invites Camin Lake Band to apply for a license to 21,444 hectares (see appendix C) for a term of 25 years<sup>228</sup>
- This agreement has a term of 25 years<sup>229</sup>

#### Annual Rent Incentive Payment

- Camin Lake Band receives a portion of the annual rent from forest tenures A83859 and A80824 from 2008 to the date of this agreement, a total of \$35,000<sup>230</sup>

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<sup>228</sup> *Camin Lake Band Forest Tenure Opportunity Agreement*, s. 3.1-3.6

<sup>229</sup> *Camin Lake Band Forest Tenure Opportunity Agreement*, s. 10.1

<sup>230</sup> *Camin Lake Band Forest Tenure Opportunity Agreement*, s. 5.1



## Pipelines

#### 42. Doig River FN: Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Doig River First Nation

Agreement Date: April 16, 2015

Community Location: Doig River (near Fort Saint John), BC, Canada

Nation Population: 311

<https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/doig - wcgt pba - signed 1.pdf>

Very similar to Westcoast Connector Gas Transmission Project agreements with Gitanyow Nation and Metlakatla First Nation:

##### Project Payment (Single Fixed Payment)<sup>231</sup>

- Province pays Doig River First Nation \$1,620,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Prince Rupert Gas Transmission Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$350,000

##### Additional Payment (Single Fixed Payment)<sup>232</sup>

- Additional Payment of \$243,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Single Fixed Payment)<sup>233</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Doig River First Nation and to other eligible first nations (Doig River First Nation receives just a share)<sup>234</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>231</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Doig First Nation, ss. 3.1-3.4*

<sup>232</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Doig First Nation, s. 3.5*

<sup>233</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Doig First Nation, s. 3.6-3.9*

<sup>234</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/G>

#### 43. Gitanyow Nation: Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Gitanyow Nation

Agreement Date: December, 2014

Community Location: Gitanyow (near Terrace), BC, Canada

Nation Population: 857

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/gitanyow - wcgt\\_pba - signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/gitanyow - wcgt_pba - signed.pdf)

Very similar to Westcoast Connector Gas Transmission Project agreements with Doig First Nation and Metlakatla First Nation:

Project Payment (Single Fixed Payment)<sup>235</sup>

- Province pays Gitanyow Nation \$1,130,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Prince Rupert Gas Transmission Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$290,000

Additional Payment (Single Fixed Payment)<sup>236</sup>

- Additional Payment of \$226,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

Ongoing Benefit (Multiple Fixed Payments)<sup>237</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Gitanyow Nation and to other eligible first nations (Gitanyow Nation receives just a share)<sup>238</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>235</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitanyow Nation, ss. 3.1-3.4*

<sup>236</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitanyow Nation, s. 3.5*

<sup>237</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitanyow Nation, s. 3.6-3.9*

<sup>238</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 44. Gitxaala Nation: Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Gitxaala Nation

Agreement Date: January 19, 2015

Community Location: Kitkatla, BC, Canada

Nation Population: 1,982

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/gitxaala\\_pba\\_wcgt\\_-\\_jan\\_19\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/gitxaala_pba_wcgt_-_jan_19_2015.pdf)

Very similar to Westcoast Connector Gas Transmission Project agreement with Takla Lake First Nation:

##### Project Payment (Single Fixed Payment)<sup>239</sup>

- Province pays Gitxaala Nation \$1,640,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

##### Additional Payment (Single Fixed Payment)<sup>240</sup>

- Additional Payment of \$328,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Multiple Fixed Payments)<sup>241</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Gitxaala Nation and to other eligible first nations (Gitxaala Nation receives just a share)<sup>242</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>239</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitxaala Nation, ss. 3.1-3.3*

<sup>240</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitxaala Nation, s. 3.4*

<sup>241</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Gitxaala Nation, s. 3.5-3.9*

<sup>242</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 45. Metlakatla FN: Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Metlakatla First Nation

Agreement Date: December, 2014

Community Location: Kitkatla, BC, Canada

Nation Population: 976

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/metlakatla - wcfgt\\_pba - signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/metlakatla - wcfgt_pba - signed.pdf)

Very similar to Westcoast Connector Gas Transmission Project agreement with Doig First Nation and Gitanyow Nation:

##### Project Payment (Single Fixed Payment)<sup>243</sup>

- Province pays Metlakatla First Nation \$1,950,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Prince Rupert Gas Transmission Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$330,000

##### Additional Payment (Single Fixed Payment)<sup>244</sup>

- Additional Payment of \$390,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Multiple Fixed Payments)<sup>245</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Metlakatla Nation and to other eligible first nations (Metlakatla Nation receives just a share)<sup>246</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>243</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Metlakatla Nation*, ss. 3.1-3.4

<sup>244</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Metlakatla Nation*, s. 3.5

<sup>245</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Metlakatla Nation*, s. 3.6-3.11

<sup>246</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 46. Takla Lake FN: Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Takla Lake First Nation

Agreement Date: March 31, 2015

Community Location: Takla Lake (near Burns Lake), BC, Canada

Nation Population: 824

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/takla\\_lake\\_first\\_nation\\_-\\_wcgt\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/takla_lake_first_nation_-_wcgt_pba_-_signed.pdf)

#### Very similar to Westcoast Connector Gas Transmission Project agreement with Gitxaala Nation: Project Payment (Single Fixed Payment)<sup>247</sup>

- Province pays Takla Lake First Nation \$2,900,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

#### Additional Payment (Single Fixed Payment)<sup>248</sup>

- Additional Payment of \$435,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

#### Ongoing Benefit (Multiple Fixed Payments)<sup>249</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Takla Lake First Nation and to other eligible first nations (Takla Lake First Nation receives just a share)<sup>250</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>247</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Takla Lake First Nation*, ss. 3.1-3.2

<sup>248</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Takla Lake First Nation*, s. 3.3

<sup>249</sup> *Westcoast Connector Gas Transmission Project: Natural Gas Pipeline Benefits Agreement – Takla Lake First Nation*, s. 3.4-3.9

<sup>250</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 47. Doig River FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Doig River First Nation

Agreement Date: April 16, 2015

Community Location: Doig River (near Fort Saint John), BC, Canada

Nation Population: 311

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/doig - cgl\\_pba - signed2.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/doig - cgl_pba - signed2.pdf)

##### Project Payment (Single Fixed Payment)<sup>251</sup>

- Province pays Doig River First Nation \$1,170,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

##### Additional Payment (Single Fixed Payment)<sup>252</sup>

- Additional Payment of \$175,500 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Single Fixed Payment)<sup>253</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Doig River First Nation and to other eligible first nations (Doig River First Nation receives just a share)<sup>254</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>251</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Doig River First Nation*, ss. 3.1-3.2

<sup>252</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Doig River First Nation*, s. 3.3

<sup>253</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Doig River First Nation*, s. 3.4-3.9

<sup>254</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 48. Halfway River FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Halfway River First Nation

Agreement Date: December, 2014

Community Location: Halfway River (near Fort Saint John), BC, Canada

Nation Population: 287

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/halfway\\_river\\_first\\_nation\\_-\\_cgl\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/halfway_river_first_nation_-_cgl_pba_-_signed.pdf)

##### Project Payment (Single Fixed Payment)<sup>255</sup>

- Province pays Halfway River River First Nation \$2,030,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

##### Additional Payment (Single Fixed Payment)<sup>256</sup>

- Additional Payment of \$406,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Single Fixed Payment)<sup>257</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Halfway River First Nation and to other eligible first nations (Halfway River First Nation receives just a share)<sup>258</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>255</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Halfway Rive First Nation*, ss. 3.1-3.2

<sup>256</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Halfway River First Nation*, s. 3.3

<sup>257</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Halfway River First Nation*, s. 3.4-3.9

<sup>258</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>



#### 49. Lheidli T'enneh: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Lheidli T'enneh

Agreement Date: December 2014

Community Location: near Prince George, BC, Canada

Nation Population: 466

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/lheidli\\_tenneh\\_-\\_pba\\_-\\_signed\\_-\\_release\\_date\\_dec\\_10\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/lheidli_tenneh_-_pba_-_signed_-_release_date_dec_10_2015.pdf)

##### Project Payment (Single Fixed Payment)<sup>259</sup>

- Province pays Lheidli T'enneh \$1,240,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

##### Additional Payment (Single Fixed Payment)<sup>260</sup>

- Additional Payment of \$248,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

##### Ongoing Benefit (Single Fixed Payment)<sup>261</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Lheidli T'enneh and to other eligible first nations (Lheidli T'enneh receives just a share)<sup>262</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>259</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Lheidli T'enneh*, ss. 3.1-3.2

<sup>260</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Lheidli T'enneh*, s. 3.3

<sup>261</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Lheidli T'enneh*, s. 3.4-3.9

<sup>262</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 50. McLeod Lake IB: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and McLeod Lake Indian Band

Agreement Date: December 2014

Community Location: McLeod Lake, BC, Canada

Nation Population: 560

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/mcleod\\_lake\\_-\\_cgl\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/mcleod_lake_-_cgl_pba_-_signed.pdf)

- The agreement terminates 10 years after signing if construction has not started<sup>263</sup>

### Project Payment (Single Fixed Payment)<sup>264</sup>

- Province pays McLeod Lake Indian Band \$3,380,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

### Additional Payment (Single Fixed Payment)<sup>265</sup>

- Additional Payment of \$338,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

### Ongoing Benefit (Single Fixed Payment)<sup>266</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to McLeod Lake Indian Band and to other eligible first nations (McLeod Lake Indian Band receives just a share)<sup>267</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>263</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – McLeod Lake Indian Band*, s. 10.1

<sup>264</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – McLeod Lake Indian Band*, ss. 3.1-3.2

<sup>265</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – McLeod Lake Indian Band*, s. 3.3

<sup>266</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – McLeod Lake Indian Band*, s. 3.4-3.9

<sup>267</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 51. Moricetown: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Moricetown

Agreement Date: January 2015

Community Location: Moricetown, near Smithers, BC, Canada

Nation Population: 2,045

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/moricetown\\_band\\_pba\\_cgl\\_signed\\_bcr.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/moricetown_band_pba_cgl_signed_bcr.pdf)

### Project Payment (Single Fixed Payment)<sup>268</sup>

- Province pays Moricetown \$4,990,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

### Additional Payment (Single Fixed Payment)<sup>269</sup>

- Additional Payment of \$998,000 within 90 days of reaching agreement, or waiving need to reach agreement, with the pipeline project proponent

### Ongoing Benefit (Single Fixed Payment)<sup>270</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Moricetown and to other eligible first nations (Moricetown receives just a share)<sup>271</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>268</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Moricetown*, ss. 3.1-3.2

<sup>269</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Moricetown*, s. 3.3

<sup>270</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Moricetown*, s. 3.4-3.9

<sup>271</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 52. Nee-Tahi-Buhn: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Nee-Tahi-Buhn

Agreement Date: December 1, 2014

Community Location: Burns Lake Area, BC, Canada

Nation Population: 151

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/nee-tahi-buhn\\_midstream\\_natural\\_gas\\_pipeline\\_benefits\\_agreement\\_-\\_dec\\_1\\_2014\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/nee-tahi-buhn_midstream_natural_gas_pipeline_benefits_agreement_-_dec_1_2014_-_signed.pdf)

### Project Payment (Single Fixed Payment)<sup>272</sup>

- Province pays Nee-Tahi-Buhn \$2,100,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$410,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

### Additional Payment (Single Fixed Payment)<sup>273</sup>

- Additional Payment of \$420,000 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>274</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Nee-Tahi-Buhn and to other eligible first nations (Nee-Tahi-Buhn receives just a share)<sup>275</sup>
- If the province makes inflation adjustments to the ongoing payments, the inflation adjustments will be applicable to Nee-Tahi-Buhn's share of those benefits

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<sup>272</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Nee-Tahi-Buhn*, ss. 3.1-3.4

<sup>273</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Nee-Tahi-Buhn*, s. 3.5

<sup>274</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Nee-Tahi-Buhn*, s. 3.6-3.10

<sup>275</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

### 53. Saik'uz FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Saik'uz First Nation

Agreement Date: March 31, 2015

Community Location: near Prince George, BC, Canada

Nation Population: 975

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/saikuz first nation - cgl pba - signed - 2016.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/saikuz_first_nation_-_cgl_pba_-_signed_-_2016.pdf)

- The agreement terminates 10 years after signing if construction has not started<sup>276</sup>

#### Very similar to Coastal GasLink Pipeline Project agreement with Nee-Tahi-Buhn:

##### Project Payment (Single Fixed Payment)<sup>277</sup>

- Province pays Saik'uz First Nation \$1,910,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$50,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

##### Additional Payment (Single Fixed Payment)<sup>278</sup>

- Additional Payment of \$286,500 within 90 days of reaching agreement

##### Ongoing Benefit (Single Fixed Payment)<sup>279</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Saik'uz First Nation and to other eligible first nations (Saik'uz First Nation receives just a share)<sup>280</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>276</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saik'uz First Nation*, s. 10.1

<sup>277</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saik'uz First Nation*, ss. 3.1-3.4

<sup>278</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saik'uz First Nation*, s. 3.5

<sup>279</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saik'uz First Nation*, s. 3.6-3.11

<sup>280</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

#### 54. Saulteau FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Saulteau First Nation

Agreement Date: February 4, 2015

Community Location: near Prince George, BC, Canada

Nation Population: 1,121

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/saulteau - cgl\\_pba - signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/saulteau - cgl_pba - signed.pdf)

##### Project Payment (Single Fixed Payment)<sup>281</sup>

- Province pays Saulteau First Nation \$3,260,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

##### Additional Payment (Single Fixed Payment)<sup>282</sup>

- Additional Payment of \$652,000 within 90 days of reaching agreement

##### Ongoing Benefit (Single Fixed Payment)<sup>283</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Saulteau First Nation and to other eligible first nations (Saulteau First Nation receives just a share)<sup>284</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>281</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saulteau First Nation*, ss. 3.1-3.2

<sup>282</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saulteau First Nation*, s. 3.3

<sup>283</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Saulteau First Nation*, s. 3.4-3.9

<sup>284</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 55. Skin Tye Band: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Skin Tye Band

Agreement Date: December 1, 2014

Community Location: near Francois Lake, BC, Canada

Nation Population: 186

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/skin\\_tye\\_natural\\_gas\\_pipeline\\_benefits\\_agreement\\_-\\_dec\\_1\\_2014\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/skin_tye_natural_gas_pipeline_benefits_agreement_-_dec_1_2014_-_signed.pdf)

### Project Payment (Single Fixed Payment)<sup>285</sup>

- Province pays Sauteau First Nation \$2,330,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$390,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

### Additional Payment (Single Fixed Payment)<sup>286</sup>

- Additional Payment of \$466,000 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>287</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Skin Tye Band and to other eligible first nations (Skin Tye Band receives just a share)<sup>288</sup>
- If the province makes inflation adjustments to the ongoing payments, the inflation adjustments will be applicable to Skin Tye Band's share of those benefits

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<sup>285</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Skin Tye Band*, ss. 3.1-3.4

<sup>286</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Skin Tye Band*, s. 3.5

<sup>287</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Skin Tye Band*, s. 3.6-3.10

<sup>288</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 56. Stelat'en FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Stelat'en First Nation

Agreement Date: March 31, 2015

Community Location: near Prince George, BC, Canada

Nation Population: 546

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stellaten\\_first\\_nation\\_-\\_cgl\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/stellaten_first_nation_-_cgl_pba_-_signed.pdf)

- The agreement terminates 10 years after signing if construction has not started<sup>289</sup>

### Very similar to Coastal GasLink Pipeline Project agreement with Ts'il Kaz Koh First Nation: Project Payment (Single Fixed Payment)<sup>290</sup>

- Province pays Stelat'en First Nation \$2,530,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$160,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

### Additional Payment (Single Fixed Payment)<sup>291</sup>

- Additional Payment of \$379,500 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>292</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Stelat'en First Nation and to other eligible first nations (Stelat'en First Nation receives just a share)<sup>293</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>289</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Stelat'en First Nation*, s. 10.1

<sup>290</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Stelat'en First Nation*, ss. 3.1-3.4

<sup>291</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Stelat'en First Nation*, s. 3.5

<sup>292</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Stelat'en First Nation*, s. 3.6-3.11

<sup>293</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>



## 57. Ts'il Kaz Koh FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Ts'il Kaz Koh First Nation

Agreement Date: March 31, 2015

Community Location: near Burns Lake, BC, Canada

Nation Population: 129

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/tsil\\_kaz\\_koh\\_burns\\_lake\\_first\\_nation\\_-\\_cgl\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/tsil_kaz_koh_burns_lake_first_nation_-_cgl_pba_-_signed.pdf)

- The agreement terminates 10 years after signing if construction has not started<sup>294</sup>

### Very similar to Coastal GasLink Pipeline Project agreement with Stellat'en First Nation:

#### Project Payment (Single Fixed Payment)<sup>295</sup>

- Province pays Ts'il Kaz Koh First Nation \$830,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$120,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

#### Additional Payment (Single Fixed Payment)<sup>296</sup>

- Additional Payment of \$124,500 within 90 days of reaching agreement

#### Ongoing Benefit (Single Fixed Payment)<sup>297</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Ts'il Kaz Koh First Nation and to other eligible first nations (Ts'il Kaz Koh First Nation receives just a share)<sup>298</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>294</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Ts'il Kaz Koh First Nation*, s. 10.1

<sup>295</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Ts'il Kaz Koh First Nation*, ss. 3.1-3.4

<sup>296</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Ts'il Kaz Koh First Nation*, s. 3.5

<sup>297</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Ts'il Kaz Koh First Nation*, s. 3.6-3.11

<sup>298</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 58. West Moberly FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and West Moberly First Nation

Agreement Date: July 29, 2015

Community Location: near Fort Saint John, BC, Canada

Nation Population: 308

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/west\\_moberly\\_-\\_cgl\\_pba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/west_moberly_-_cgl_pba_-_signed.pdf)

- The agreement terminates 10 years after signing if construction has not started<sup>299</sup>

### Project Payment (Single Fixed Payment)<sup>300</sup>

- Province pays West Moberly First Nation \$2,010,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

### Additional Payment (Single Fixed Payment)<sup>301</sup>

- Additional Payment of \$201,000 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>302</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to West Moberly First Nation and to other eligible first nations (West Moberly First Nation receives just a share)<sup>303</sup>
- Starting on the second anniversary of the ongoing payments, they will be adjusted for inflation

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<sup>299</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – West Moberly First Nation*, s. 10.1

<sup>300</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – West Moberly First Nation*, ss. 3.1-3.2

<sup>301</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – West Moberly First Nation*, s. 3.3

<sup>302</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – West Moberly First Nation*, s. 3.4-3.9

<sup>303</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 59. Wet'suwet'un FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Wet'suwet'en First Nation

Agreement Date: January, 2015

Community Location: between Burns Lake and Houston, BC, Canada

Nation Population: 256

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/wetsuweten\\_first\\_nation\\_pba\\_cgl\\_signed\\_bcr\\_-\\_jan\\_2015.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/wetsuweten_first_nation_pba_cgl_signed_bcr_-_jan_2015.pdf)

### Project Payment (Single Fixed Payment)<sup>304</sup>

- Province pays Wet'suwet'en First Nation \$2,320,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)
- If the project is within 70 meters of the Pacific Trails Pipeline Project, the Province may subtract (from the project payment) the lesser of 50% of that portion of the project payment from that portion of the natural gas pipeline from the second payment, or \$380,000. If this provision is deleted in another Natural Gas Pipeline Benefits Agreement, it is deleted in this agreement.

### Additional Payment (Single Fixed Payment)<sup>305</sup>

- Additional Payment of \$464,000 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>306</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Wet'suwet'en First Nation and to other eligible first nations (Wet'suwet'en First Nation receives just a share)<sup>307</sup>
- If the province makes inflation adjustments to the ongoing payments, the inflation adjustments will be applicable to Wet'suwet'en First Nation's share of those benefits

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<sup>304</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Wet'suwet'en First Nation*, ss. 3.1-3.4

<sup>305</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Wet'suwet'en First Nation*, s. 3.5

<sup>306</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Wet'suwet'en First Nation*, s. 3.6-3.11

<sup>307</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

## 60. Yekooche FN: Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement

Parties: Province of British Columbia (Minister of Aboriginal Relations and Reconciliation) and Yekooche First Nation

Agreement Date: December 10, 2014

Community Location: near Fort Saint John, BC, Canada

Nation Population: 237

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/yekooche\\_first\\_nation\\_pba\\_cgl\\_signed\\_bcr.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/yekooche_first_nation_pba_cgl_signed_bcr.pdf)

### Project Payment (Single Fixed Payment)<sup>308</sup>

- Province pays Wet'suwet'en First Nation \$390,000
- Payment is in two installments: one half within 90 days of construction start and the second half within 90 days of the first day of the pipeline being able to make natural gas deliveries (in-service date)

### Additional Payment (Single Fixed Payment)<sup>309</sup>

- Additional Payment of \$78,000 within 90 days of reaching agreement

### Ongoing Benefit (Single Fixed Payment)<sup>310</sup>

- Province pays \$10,000,000 per year on the anniversary of the in-service date to Yekooche First Nation and to other eligible first nations (Yekooche First Nation receives just a share)<sup>311</sup>
- If the province makes inflation adjustments to the ongoing payments, the inflation adjustments will be applicable to Yekooche First Nation's share of those benefits

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<sup>308</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Yekooche First Nation*, ss. 3.1-3.2

<sup>309</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Yekooche First Nation*, s. 3.3

<sup>310</sup> *Costal GasLink Pipeline Project: Natural Gas Pipeline Benefits Agreement – Yekooche First Nation*, s. 3.4-3.8

<sup>311</sup> The decision on how the \$10,000,000 has not yet been made: <https://www.terracestandard.com/news/first-nations-pipeline-revenue-sharing-deal-falls-through/>

Oil and Gas

## 61. Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/cfn\\_lng\\_agreement\\_amended\\_-\\_2017.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/cfn_lng_agreement_amended_-_2017.pdf)

Fiscal Instruments paid from the Province of British Columbia to Great Bear Initiatives Society Agreement Date: April 5 or 18, 2017

Community Locations: North and Central Coasts of BC and Haida Gwaii

Great Bear Initiatives Society member nations: Wuikinuxv, Heiltsuk, Kitasoo, Nuxalk, Gitga'at, Meltaka'e, Old Massett, Skidegate

- LNG projects: Aurora LNG, Cedar LNG, Douglas Channel LNG, Kitimat LNG, LNG Canada, Pacific NorthWest LNG, Prince Rupert LNG, Triton LNG, WCC LNG, Woodside Energy<sup>312</sup>
- Funding is distributed to the Coastal First Nations Great Bear Initiatives Society members based on a funding distribution formula that the Society comes up with<sup>313</sup>
- Agreement ends when there are no longer LNG projects operating in the area, the province defaults, or there is no LNG construction started within 5 years of signing the agreement<sup>314</sup>

### Base Funding (Multiple Fixed Payments)<sup>315</sup>

- Province pays Great Bear Initiatives Society \$4,500,000
  - \$1,500,000 within 30 days of the province receiving the distribution formula for how funding will be allocated among Great Bear Initiatives Society member nations
  - \$1,500,000 on the first anniversary of the date of signing the agreement
  - \$1,500,000 on the second anniversary of the date of signing the agreement

### Ongoing Base Funding (Single + Multiple Fixed Payment) <sup>316</sup>

- If an LNG project makes a final investment decision before March 21, 2019, province provides a one-time payment of \$750,000 within 60 days of that decision as well as ongoing payments of \$1,500,000 within 60 days of the agreement signing anniversary starting on the third anniversary
- If NO LNG project makes a final investment decision before March 21, 2019, province pays \$1,500,000 yearly once construction of an LNG project begins, within 60 days of the anniversary of construction start
- All yearly payments will be adjusted for inflation.
- Base funding is triggered one time, at the final investment decision or start of construction of the first LNG project

### Incremental Project Funding: Funding Investment Decision Payments and In-Service Payments (Volumetric Royalty)<sup>317</sup>

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<sup>312</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 1.1(u)

<sup>313</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 3.28-3.30

<sup>314</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 7.2-7.3

<sup>315</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 3.2

<sup>316</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 3.3-3.5

<sup>317</sup> Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement, s. 3.6-3.10

- Funding Investment Decision Payments: For each project where an funding investment decision has been made, province pays  $\$0.0225 \times (\text{Volume of LNG in tonnes per annum estimated to be produced at LNG facility})$  within 60 days of the start of the announced decision to fund building the project and continues until the project has been built (at that point it is replaced by in-service payments)
- In-Service Payments: For each project that is commissioned and begins producing LNG, province pays  $\$0.06 \times (\text{Volume of LNG in tonnes produces at LNG facility})$  within 60 days of the start of facility operations and every year thereafter
- Funding Investment Decision Payments already made for the year the project begins operation are subtracted from In-Service Payments
- All adjusted for inflation

#### LNG Expansion Payments (Volumetric Royalty)<sup>318</sup>

- If the LNG project is to be expanded, the province pays  $(\$0.0033) \times (\text{Estimated additional LNG production in tonnes per annum of the expansion})$  from the date that construction starts until the date that new train begins producing LNG
- This payment is additional to the In-Service Payments

#### Suspension or discontinuation of funding<sup>319</sup>

- Ongoing base funding and funding investment decision payments are discontinued if construction has not started 6 months after funding investment decision announcement or if there is a delay or suspension of project construction that is 6 months or more
- If an expansion project is delayed 6+ months, expansion payments are suspended
- If no LNG project is producing for 6+ months, the ongoing base payments can be reduced on a pro rata basis based on the number of months of production

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<sup>318</sup> *Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement*, s. 3.11-3.12

<sup>319</sup> *Coastal First Nations Great Bear Initiatives Society LNG Benefits Agreement*, s. 3.13-3.25

## 62. Metlakatla LNG Coastal Fund Benefits Agreement

Fiscal Instruments paid from the Province of British Columbia to Metlakatla First Nation

Agreement Date: May 11, 2016

Community Locations: Near Prince Rupert, British Columbia, Canada

Nation Population: 976

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/metlakatla\\_lng\\_coastal\\_fund\\_benefits\\_agreement\\_may\\_11\\_2016.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/metlakatla_lng_coastal_fund_benefits_agreement_may_11_2016.pdf)

- LNG projects: Aurora LNG, Cedar LNG, Kitimat LNG, LNG Canada, Pacific NorthWest LNG, Prince Rupert LNG, Triton LNG, WCC LNG, Woodside Energy<sup>320</sup>
- Agreement ends when there are no longer LNG projects operating in the area, the province defaults, or there is no LNG construction started within 5 years of signing the agreement<sup>321</sup>

### Base Funding (Single Fixed Payments)<sup>322</sup>

- Province pays Metlakatla First Nation \$1,500,000
  - \$500,000 within 60 days of signing agreement (effective date)
  - \$500,000 on the first anniversary of the date of signing the agreement
  - \$500,000 on the second anniversary of the date of signing the agreement

### Ongoing Base Funding (Single + Multiple Fixed Payment)<sup>323</sup>

- If an LNG project makes a final investment decision before March 21, 2018, province provides a one-time payment of \$250,000 within 60 days of the third anniversary of the effective date and \$500,000 each year on within 60 days of the anniversary of the effective date every year thereafter
- Adjusted for inflation, triggered on first project only.

### Incremental Project Funding: Funding Investment Decision Payments and In-Service Payments (Volumetric Royalty)<sup>324</sup>

- Funding Investment Decision Payments: For each project where a funding investment decision has been made, if Metlakatla would like Project Funding, then province pays:
  - $\$0.0033 \times (\text{Estimated LNG Production})$
- In-Service Payments: For each project that is commissioned and begins producing LNG, province pays:
  - $\$0.02 \times (\text{Actual LNG Production})$
  - Paid within 60 days of the start of facility operations and every year thereafter
- Funding Investment Decision Payments already made for the year the project begins operation are subtracted from In-Service Payments

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<sup>320</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 1.1(y)

<sup>321</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 7.2

<sup>322</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 3.2

<sup>323</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 3.3-3.5

<sup>324</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 3.7-3.11



- All adjusted for inflation

#### LNG Expansion Payments (Volumetric Royalty)<sup>325</sup>

- If the LNG project is to be expanded, the province pays:
  - \$0.0033 x (Estimated additional LNG production in tonnes per annum of the expansion)
  - from the date that construction starts until the date that new train begins producing LNG
- This payment is additional to the In-Service Payments, and later subtracted from future In-Service Payments once the expansion is complete

#### Suspension or discontinuation of funding

- There are a large number of delays, etc. that can result in suspended funding. See Agreement ss. 3.15-3.26 for more details.

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<sup>325</sup> *Metlakatla Coastal Fund LNG Benefits Agreement*, s. 3.12-3.14

## 63. Petroleum Conjunctive Indigenous Land Use Agreement

Parties: Honourable Michael Atkinson (Attorney-General), Minister for Mineral Resources Development, The Yandruwandha Yawarrawarrka Native Title Claim (Native Title Party), The Yandruwandha Yawarrawarrka Traditional Land Owners (Association), The Aboriginal Legal Rights Movement Inc., and The Southern Australian Chamber of Mines and Energy Inc.

Agreement Date: February, 2007

Project: Agreement to allow petroleum exploration and production to occur in Native Title area

Community Location: South Australia, Australia

Population: unknown, native title over 40,000 square kilometers in NE corner of South Australia

<http://ccsi.columbia.edu/files/2015/01/Australia-Yandruwandha-SACOME-2007-Agreement.pdf>

- Company pays GST on the Acceptance and Administration fees

### Acceptance Fee (Single Fixed Payment)<sup>326</sup>

- If the Native Title Part agrees to enter into an Executed Acceptance Contract, the Company pays Native Title Party \$60,000 for each petroleum exploration license
- If Company has not entered into an Executed Acceptance Contract, then company has to pay \$500 for each Additional license or Petroleum Production License
- Prorated for area within the native group's claimed area if some of the license area is outside

### Administration Fee (Single Fixed Payment)<sup>327</sup>

- Company pays Association an annual administration fee as soon as a Petroleum Exploration License is granted in the native group's claimed area
- If Petroleum Exploration License is renewable for only one future term, annual fee is 12%/year first five year term and 8%/ year second five year term
- If Petroleum Exploration License is renewable for only two future terms, annual fee is 12%/year first five year term and 4%/ year second and third five year terms
- Administration fee is 125,000, adjusted annually with the consumer price index

### Acceptance contract example:

#### Production Payments (Royalty)<sup>328</sup>

- Company pays to the State, who deposits into a trust for the Native Title Party, 1% of the value of the well head plus GST

#### Royalty (Royalty)<sup>329</sup>

- 10% of the value of the wellhead, which is amount that could reasonably be realised on sale of the substances, after treating, processing, or refined, to a purchaser, minus expenses (outlined in 2(a)-(e) with further information about the royalty and payment timelines in (3) and (4)).

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<sup>326</sup> *Acceptance Contract Conditions*, s. 7.1.1

<sup>327</sup> *Acceptance Contract Condition*, s. 7.2

<sup>328</sup> *Acceptance Contract Conditions*, Annexure C

<sup>329</sup> *Acceptance Contract Conditions*, Annexure D

## 64. Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement

Parties: Independent State of Papua New Guinea, Southern Highlands Provincial Government, Gulf Provincial Government, Central Provincial Government, Fly River Provincial Government, Souther Koroba Local-Level Government, North Koroba Local-Level Government, Huilia Local Level Government, Lake Kutubu Local-Level Government, Erave Local-Level Government, West Kikiori Local-Level Government, West Hiri Local-Level Government, Nomad Local-Level Government, and Project Area Landowners (listed in Schedule 1 of agreement)

Agreement Date: 20 May 2009

Project: LNG Projects in Southern Highlands, Gulf, Central, and Fly River Provinces

Population-

Southern Highlands Province (+Hela Province, split in 2012): 510,245 + 249,449

Gulf Province: 158,194

Central Province: 269,756

Fly River Province: 201,251

Total: 1,388,895

IBA: <http://ccsi.columbia.edu/files/2016/11/PNG-Landowners-LNG-Project-Companies-2008-agreement.pdf>

- If the production and sale of gas from LNG projects is interrupted, suspended or discontinued, then so are the benefits from this agreement<sup>330</sup>
- Agreement term is from date of agreement execution until the LNG Project Gas Agreement terminates or if the LNG Project Companies decide to not proceed with the LNG projects<sup>331</sup>
- Some projects are tax credit projects, in accordance with s. 219C of the *Income Tax Act, 1959*<sup>332</sup>

Total Benefits Package: <sup>333</sup>

- All of the below fiscal tools are part of this package and paid from the state to the local Project Area Landowners, Provincial Governments, and Local Level Governments
- 30% equity and royalty benefits from these benefits are for the future generation trust fund and a further 30% is for the investment trust fund<sup>334</sup>

Participating Interest (Equity)

- Provincial and Local-Level Governments are entitled to estimated 7% equity participating interest in the LNG Project
  - ~2.87% interest from entitlements from existing PDLs and 2% interest accruing to Project Area Landowners from the States 22.5% participating interest (s. 167 of *Mining Act, 1992* and from provisions in the LNG Gas Agreement)

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<sup>330</sup> *Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement*, s. 1(c)

<sup>331</sup> *Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement*, s. 4.1

<sup>332</sup> *Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement*, s. 8

<sup>333</sup> *Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement*, s. 6.1 (refers to entire section unless otherwise denoted)

<sup>334</sup> *Papua New Guinea LNG Project Umbrella Benefits Sharing Agreement*, s. 6.6

- More information about distribution of this equity is in section 6.3.1
- ~4.22% interest through a commercial option for an undivided and fixed 25.75% shareholding in Kroton granted by the State
  - This option is subject to conditions in s. 6.2.1
  - The fixed 25.75% shareholding is further delineated in section 6.3.2

#### Royalty (Income Royalty)

- 2% royalty as per the Act and LNG Gas Agreement provisions

#### Development Levy (Income Royalty)

- 2% development levy as per the Act and LNG Gas Agreement provisions

#### Infrastructure Development Grant (Multiple Fixed Payments)

- K 1.2 billion allocated equally over two five-year periods
- Starting in 2010 or the LNG project decision, whichever is later

# Renewable Energy

## 65. Kwantlen FN: Revenue Sharing Agreement

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/signed\\_march\\_2017\\_-\\_kwantlen\\_fn\\_rsa.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/signed_march_2017_-_kwantlen_fn_rsa.pdf)

Fiscal Instruments paid from the Province of British Columbia to Kwantlen First Nation

Agreement Date: March 29, 2017

Community Location: Fort Langley, BC

Project: Tretheway Creek and Big Silver Creek Run-of-River Power Projects (shared transmission line)

Nation Population: 284

### Annual Mineral Tax Revenue Sharing Payments (Multiple Fixed Payments)

- Province pays (Available Revenue x Designation Percentage) to the Kwantlen First Nation within 150 days of the end of the Fiscal Year or the execution of the agreement every year<sup>335</sup>
  - Unless the land on which the project is located is not subject to assertions of Aboriginal interest of another First Nation, then Kwantlen First Nation gets 100% of the Available Revenue<sup>336</sup>
  - All the designated percentages of all the nations must equal 100% of the available revenue<sup>337</sup>
  - Page with designated percentage not included in document
- Project Revenue is revenue received by the Province from the local project (listed in Schedule 1)<sup>338</sup>
- Agreement takes effect on April 1, 2013 and continues until the local project has completed its lifetime, or is terminated by the province or by Kwantlen First Nation<sup>339</sup>

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<sup>335</sup> *Revenue Sharing Agreement – Kwantlen First Nation*, s. 3.1

<sup>336</sup> *Revenue Sharing Agreement – Kwantlen First Nation*, s. 3.4

<sup>337</sup> *Revenue Sharing Agreement – Kwantlen First Nation*, s. 9.4

<sup>338</sup> *Revenue Sharing Agreement – Kwantlen First Nation*, s. 1.1

<sup>339</sup> *Revenue Sharing Agreement – Kwantlen First Nation*, s. 8.1-8.3

## 66. Lil'Wat FN: Revenue Sharing Agreement – Upper Lillooet Power Project

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf\\_rsa\\_lilwat\\_upper\\_lillooet\\_signed\\_mar\\_25\\_2014.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf_rsa_lilwat_upper_lillooet_signed_mar_25_2014.pdf)

Fiscal Instruments paid from the Province of British Columbia to Lil'Wat First Nation

Agreement Date: March 25, 2014

Community Location: Pemberton, BC

Project: Upper-Lillooet Run-of-River Power Project

Nation Population: 2,192

### Payment (Income Royalty)

- Province pays (Available Revenue x Designation Percentage) to the Lil'Wat First Nation within 150 days of the end of the Fiscal Year or the execution of the agreement every year<sup>340</sup>
  - Unless the land on which the project is located is not subject to assertions of Aboriginal interest of another First Nation, then Lil'Wat First Nation gets 100% of the Available Revenue<sup>341</sup>
  - All the designated percentages of all the nations must equal 100% of the available revenue<sup>342</sup>
  - Designated percentage is currently 100%
- Available Revenue is the Project Revenue multiplied by percentage prescribed for the proposed project of section 20(4)(b) of the *Clean Energy Act* and the percentage prescribed for the purposes of section 20(5)(a) of the *Act*<sup>343</sup>
- Project Revenue is revenue received by province during the fiscal year, from projects in the local area, and are from the authorization or later license necessary for the operation or development of the local project (Upper Lillooet Run-of-River Power Project)<sup>344</sup>
- Agreement takes effect on April 1, 2012 and continues until the local project has completed its lifetime or if terminated by the province<sup>345</sup>

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<sup>340</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 3.1

<sup>341</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 3.4

<sup>342</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 9.4

<sup>343</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 1.1

<sup>344</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 1.1

<sup>345</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Upper Lillooet Project*, s. 8.1

## 67. Lil'Wat FN: Revenue Sharing Agreement – Pemberton Valley Hydro Project

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf\\_lilwat\\_signed\\_mar\\_25\\_2014\\_pemberton .pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf_lilwat_signed_mar_25_2014_pemberton.pdf)

Fiscal Instruments paid from the Province of British Columbia to Lil'Wat First Nation

Agreement Date: March 25, 2014

Community Location: Pemberton, BC

Project: Pemberton Valley Hydro Project

Nation Population: 2,192

### Payment (Income Royalty)

- Province pays (Available Revenue x Designation Percentage) to the Lil'Wat First Nation within 120 days of the end of the Fiscal Year or the execution of the agreement every year<sup>346</sup>
  - Unless the land on which the project is located is not subject to assertions of Aboriginal interest of another First Nation, then Lil'Wat First Nation gets 100% of the Available Revenue<sup>347</sup>
  - All the designated percentages of all the nations must equal 100% of the available revenue<sup>348</sup>
  - Designated percentage is currently 100%
- Available Revenue is the Project Revenue multiplied by percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* and the percentage prescribed for the purposes of section 20(5)(a) of the *Act*<sup>349</sup>
- Project Revenue is revenue received by province during the fiscal year, from projects in the local area, and are from the authorization or later license necessary for the operation or development of the local project (Pemberton Valley Hydro Project)<sup>350</sup>
- Agreement takes effect on April 1, 2012 and continues until the local project has completed its lifetime or if terminated by the province<sup>351</sup>

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<sup>346</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 3.1

<sup>347</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 3.4

<sup>348</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 9.4

<sup>349</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 1.1

<sup>350</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 1.1

<sup>351</sup> *Revenue Sharing Agreement – Lil'Wat First Nation Pemberton Valley Hydro Project*, s. 8.1



## 68. Squamish Nation: Revenue Sharing Agreement – Shookum Creek Hydro Project

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf\\_rsa\\_squamish.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf_rsa_squamish.pdf)

Fiscal Instruments paid from the Province of British Columbia to Squamish Nation

Agreement Date: March 25, 2014

Community Location: Squamish, BC

Project: Shookum Creek Hydro Project

Squamish Nation Population: 4,262

### Payment (Income Royalty)

- Province pays (Available Revenue x Designation Percentage) to the Squamish Nation within 120 days of the end of the Fiscal Year<sup>352</sup>
  - If project is on land that is not subject to any other Nation's Aboriginal interest, then 100% of available revenue is shared with Squamish Nation<sup>353</sup>
  - Designated Percentage is 81.1%<sup>354</sup>
- Available Revenue is the Project Revenue multiplied by percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* (50% at time of agreement) and the percentage prescribed for the purposes of section 20(5)(a) of the *Act* (75% at time of agreement)<sup>355</sup>
- Agreement takes effect on April 1, 2012 and continues until the local project has completed its lifetime or if terminated by the province<sup>356</sup>

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<sup>352</sup> *Revenue Sharing Agreement – Squamish Nation Shookum Valley Hydro Project*, s. 3.1

<sup>353</sup> *Revenue Sharing Agreement – Squamish Nation Shookum Valley Hydro Project*, s. 3.4

<sup>354</sup> *Revenue Sharing Agreement – Squamish Nation Shookum Valley Hydro Project*, s. 1.1

<sup>355</sup> *Revenue Sharing Agreement – Squamish Nation Shookum Valley Hydro Project*, s. 1.1

<sup>356</sup> *Revenue Sharing Agreement – Squamish Nation Shookum Valley Hydro Project*, s. 8.1

## 69. Tsleil-Waututh FN: Revenue Sharing Agreement – Shookum Creek Hydro Project

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf\\_rsa\\_tsleil\\_signed\\_final\\_skookum.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf_rsa_tsleil_signed_final_skookum.pdf)

Fiscal Instruments paid from the Province of British Columbia to Tsleil-Waututh First Nation

Agreement Date: May 8, 2014

Community Location: Lower Mainland, BC

Project: Shookum Creek Hydro Project

Tsleil-Waututh First Nation Population: 586

### Payment (Income Royalty)

- Province pays (Available Revenue x Designation Percentage) to the Tsleil-Waututh First Nation within 120 days of the end of the Fiscal Year<sup>357</sup>
  - If project is on land that is not subject to any other Nation's Aboriginal interest, then 100% of available revenue is shared with Squamish Nation<sup>358</sup>
  - Designated Percentage is 18.9%<sup>359</sup>
- Available Revenue is the Project Revenue multiplied by percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* (50% at time of agreement) and the percentage prescribed for the purposes of section 20(5)(a) of the *Act* (75% at time of agreement)<sup>360</sup>
- Agreement takes effect on April 1, 2012 and continues until the local project has completed its lifetime or if terminated by the province<sup>361</sup>

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<sup>357</sup> *Revenue Sharing Agreement – Tsleil-Waututh First Nation Shookum Valley Hydro Project*, s. 3.1

<sup>358</sup> *Revenue Sharing Agreement – Tsleil-Waututh First Nation Shookum Valley Hydro Project*, s. 3.4

<sup>359</sup> *Revenue Sharing Agreement – Tsleil-Waututh First Nation Shookum Valley Hydro Project*, s. 1.1

<sup>360</sup> *Revenue Sharing Agreement – Tsleil-Waututh First Nation Shookum Valley Hydro Project*, s. 1.1

<sup>361</sup> *Revenue Sharing Agreement – Tsleil-Waututh First Nation Shookum Valley Hydro Project*, s. 8.1

## 70. Tahltan Central Council: Revenue Sharing Agreement – Forrest Kerr Hydro Project

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf\\_rsa\\_tahltan\\_forrest\\_kerr.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/fncebf_rsa_tahltan_forrest_kerr.pdf)

Fiscal Instruments paid from the Province of British Columbia to Tahltan Central Council

Agreement Date: March 14, 2013

Community Location: Telegraph Creek, near Dease Lake, British Columbia, Canada

Project: Forrest Kerr Hydro Project

Tahltan Population: 2,733

### Payment (Income Royalty)

- Province pays Prescribed Percentage of Project Revenue to the Tahltan Central Council First Nation within 120 days of the end of the Fiscal Year<sup>362</sup>
- Prescribed Percentage is the Project Revenue multiplied by percentage prescribed for the purposes of section 20(4)(b) of the *Clean Energy Act* (50% at time of agreement) and the percentage prescribed for the purposes of section 20(5)(a) of the *Act* (75% at time of agreement)<sup>363</sup>
- Agreement takes effect on April 1, 2012 and continues until the local project has completed its lifetime or if terminated by the province<sup>364</sup>

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<sup>362</sup> *Revenue Sharing Agreement – Tahltan Central Council Forrest Kerr Hydro Project*, s. 3.1

<sup>363</sup> *Revenue Sharing Agreement – Tahltan Central Council Forrest Kerr Hydro Project*, s. 1.1

<sup>364</sup> *Revenue Sharing Agreement – Tahltan Central Council Forrest Kerr Hydro Project*, s. 8.1

## Conservation

## 71. Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement

Fiscal Instruments paid from the Province of British Columbia to the Central and North Coast First Nations

Agreement Date: 28 September 2011; amended 26 April 2012

Community Locations: North and Central Coasts of BC

North and Central Coast First Nations members: Nuxalk Nation, Wuikinuxv Nation, Heiltsuk Nation, Kitasoo Indian Band, Gitga'at First Nation, Meltakatla First Nation, Haisla Nation<sup>365</sup>

This agreement shares ownership of the carbon offsets that resulted from land use orders on the North and Central Coast of BC.

### Atmospheric Benefits

- 77% of the 2009 and 2010 Available Central and North Coast Atmospheric Benefits are distributed to the North and Central Coast First Nations<sup>366</sup>
- Another 13% of the 2009 and 2010 Available Central and North Coast Atmospheric Benefits was added in the *Additional Percentage Amendment Agreement*<sup>367</sup>
- As of April 1, 2012 and on each April 1<sup>st</sup> afterwards, 50% of the annually calculated Available Central and North Coast Atmospheric benefit from the previous year is distributed to the North and Central Coast First Nations<sup>368</sup>
- *Additional Percentage Amendment Agreement* adds another 30% to the Available Central and North Coast Atmospheric Benefits for the previous calendar year<sup>369</sup>
- The Atmospheric Benefits for the area in Appendix a are determined by using a Forest Carbon Model (in Appendix 2)<sup>370</sup>
- Agreement continues until March 31, 2025 unless terminated<sup>371</sup>
- Withdrawal of one Nation or termination of the agreement does not affect ownership of the Central and North Coast First Nations of the Atmospheric Benefits, but the percentage of Available Central and North Coast benefits decreases as a result, in accordance with the allocation framework agreed to by both agreement parties<sup>372</sup>
- Central and North Coast Atmospheric benefits are the atmospheric CO<sub>2</sub> sequestered in the project area in Appendix 1 calculated by the Forest Carbon Model in Appendix 2. The Available Central and North Coast Atmospheric Benefits are 78% of the total annual benefits<sup>373</sup>

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<sup>365</sup> Nation added in the *Additional Percentage Amendment Agreement*

<sup>366</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 3.2

<sup>367</sup> *Additional Percentage Amendment Agreement*, s. 2.0

<sup>368</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 3.2

<sup>369</sup> *Additional Percentage Amendment Agreement*, s. 2.0

<sup>370</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 4.2

<sup>371</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 6.1

<sup>372</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 6.8

<sup>373</sup> *Central and North Coast First Nations: Atmospheric Benefit Sharing Agreement*, s. 1.0

## 72. Nanwakolas First Nations 2016 Atmospheric Benefit Sharing Agreement

Fiscal Instruments paid from the Province of British Columbia to Nanwakolas First Nations

Agreement Date: May 2, 2016

Community Locations: Vancouver Island and adjacent South Central coast

Nanwakolas First Nations members: Da'naxda'xw Awaetlatla Nation, Mamalilikulla-Qwe'Qwa'Sot'Em First Nation, Tlowitsis First Nation, K'omoks First Nation, We Wai Kum First Nation

This agreement shares ownership of the carbon offsets that resulted from land use orders on the South Coast of BC (project area in appendix 1).

### Atmospheric Benefits

- On April 1<sup>st</sup> of every fiscal year, 80% of the annually calculated Available South Coast Atmospheric benefit from the previous year is distributed to the Nanwakolas First Nations<sup>374</sup>
- The Atmospheric Benefits for the area in Appendix a are determined by using a Forest Carbon Model (in Appendix 2)<sup>375</sup>
- Agreement continues until March 31, 2040 unless terminated<sup>376</sup>
- Withdrawal of one Nation or termination of the agreement does not affect ownership of the Central and North Coast First Nations of the Atmospheric Benefits, but the percentage of Available Central and North Coast benefits decreases as a result, in accordance with the allocation framework agreed to by both agreement parties<sup>377</sup>
- South Coast Atmospheric benefits are the atmospheric CO2 sequestered in the project area in Appendix 1 calculated by the Forest Carbon Model in Appendix 2. The Available South Coast Atmospheric Benefits are 42% of the quantum of annual benefits<sup>378</sup>

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<sup>374</sup> *Nanwakolas First Nation 2016 Atmospheric Benefit Sharing Agreement*, s. 3.2

<sup>375</sup> *Nanwakolas First Nation 2016 Atmospheric Benefit Sharing Agreement*, s. 4.2

<sup>376</sup> *Nanwakolas First Nation 2016 Atmospheric Benefit Sharing Agreement*, s. 6.1

<sup>377</sup> *Nanwakolas First Nation 2016 Atmospheric Benefit Sharing Agreement*, s. 6.8

<sup>378</sup> *Nanwakolas First Nation 2016 Atmospheric Benefit Sharing Agreement*, s. 1.0

## 73. Haida Nation Atmospheric Benefit Sharing Agreement

Fiscal Instruments paid from the Province of British Columbia to Haida Nation

Agreement Date: March 23, 2012

Community Locations: Haida Gwaii

Haida Nation Population: 2,738

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/absa\\_haida.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/absa_haida.pdf)

### Atmospheric Benefits

- April 1<sup>st</sup> 2012 – April 1<sup>st</sup> 2017, 81% of the annually calculated Haida Gwaii Atmospheric benefit from the previous calendar year is distributed to Haida Nation yearly<sup>379</sup>
- After April 1<sup>st</sup>, 2017, the percentage will be renegotiated<sup>380</sup>
- The Atmospheric Benefits for the area in Appendix a are determined by using a Forest Carbon Model (in Appendix 2)<sup>381</sup>
- Agreement continues until March 31, 2025 unless terminated<sup>382</sup>

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<sup>379</sup> *Haida Nation Atmospheric Benefit Sharing Agreement*, s. 3.2

<sup>380</sup> *Haida Nation Atmospheric Benefit Sharing Agreement*, s. 7.2

<sup>381</sup> *Haida Nation Atmospheric Benefit Sharing Agreement*, s. 4.2

<sup>382</sup> *Haida Nation Atmospheric Benefit Sharing Agreement*, s. 6.1

## 74. Inuit Impact and Benefit Agreement for National Wildlife Areas and Migratory Bird Sanctuaries in the Nunavut Settlement Area

Parties: The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada represented by the Minister of the Environment

Agreement Date: December 13, 2006

Community Locations: Throughout Nunavut

<http://ccsi.columbia.edu/files/2015/01/IIBA-NWA-MBS-NSA-Final-ENG.pdf>

### IIBA Implementation Funding (Multiple Fixed Payments)<sup>383</sup>

- \$8,300,000 paid by the Government of Canada to the Canadian Wildlife Service (CWS) (\$2,700,000), Nunavut Tuungavik Incorporated (NTI) (\$5,600,000) over a seven-year period (see Schedule 15-1 below)
- First portion of funding (for year 1) delivered as soon as possible after the date the agreement is signed
- Funding paid after the effective date are adjusted using the Final Domestic Demand Implicit Price Index

**IIBA Implementation Funding Schedule**  
Schedule 15-1  
(section 15.2.1)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL	Who holds funds
<b>Total # of ACMCs</b>		TWO	THREE	SIX	EIGHT	NINE	NINE		
<b>1. Establishment and operation of ACMCs<sup>1</sup></b>		\$131,000	\$172,000	\$346,000	\$399,000	\$492,000	\$380,000	\$1,920,000	CWS
<b>2. CWS ACMC Sec't Support<sup>2</sup></b>		\$4,000	\$6,000	\$12,000	\$16,000	\$19,000	\$18,000	\$75,000	CWS
<b>3. Cultural Resource Inventories<sup>3</sup></b>		45,000	\$140,000	\$175,000	\$140,000			\$500,000	NTI
<b>4. Interpretive Materials<sup>4</sup></b>			45,000	\$140,000	\$175,000	\$140,000		\$500,000	NTI
<b>5. Tourism Providers Fund<sup>5</sup></b>	\$250,000	\$750,000	\$1,000,000	\$1,000,000	\$500,000	\$250,000	\$250,000	\$4,000,000	NTI
<b>6. Student Initiatives<sup>6</sup></b>		\$40,000	\$40,000	\$40,000	\$40,000	\$60,000	\$60,000	\$280,000	CWS
<b>7. Inuit Field Assistants<sup>7</sup></b>		\$55,000	\$55,000	\$55,000	\$60,000	\$85,000	\$90,000	\$400,000	CWS
<b>8. Bear Kills Compensation</b>		\$25,000						\$25,000	CWS
<b>9. Niginganiq NWA</b>		\$300,000						\$300,000	NTI
<b>10. Akpait/Qaulluit NWAs</b>		\$300,000						\$300,000	NTI
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$1,650,000</b>	<b>\$1,458,000</b>	<b>\$1,768,000</b>	<b>\$1,330,000</b>	<b>\$1,046,000</b>	<b>\$798,000</b>	<b>\$8,300,000</b>	

<sup>1</sup> assumptions: \$40K per year per committee for regular meetings; one orientation workshop in first year of each ACMC operation @ \$12K per meeting; two extra meetings per committee during management planning year (\$10K per meeting); second year planning and coordination for all committees- \$27K

<sup>2</sup> \$200 per year per committee, plus \$1000 in year 6 for all-ACMC meeting

<sup>3</sup> \$45K in first year to undertake planning and consultations; thereafter, inventories undertaken in years 3,4,5 at \$35K per conservation area.

<sup>4</sup> \$45K in first year to undertake planning and consultations; thereafter, interpretive materials developed in year 4,5,6 at \$35K per conservation area.

<sup>5</sup> The assumed uses of the Tourism Providers Fund that follow are for planning purposes only and are subject to criteria setting among the Parties and consultation with Affected Communities: First year \$250K for consultation among prospective tourism providers in 12 Affected Communities, priority-setting, and setting of criteria to access funds. Second year launch pilot projects and programs in selected Affected Community(ies). Third year expand successful pilot programs and projects to other Affected Communities. Fourth year and beyond complete projects and programs; mentoring and other support to tourism providers

<sup>6</sup> \$20K per student, 2 students per year in years 2,3,4,5; 3 students per year in year 6,7.

<sup>7</sup> \$5K per Inuit field hire

<sup>383</sup> IIBA for National Wildlife Areas and Migratory Bird Sanctuaries, Article 15



## 75. Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area

Parties: The Inuit of the Nunavut Settlement Area and The Government of Nunavut represented by the Minister of Sustainable Development

Agreement Date: May 13, 2002

Community Locations: Throughout Nunavut

[http://ccsi.columbia.edu/files/2015/01/Territorial\\_Parks\\_IIBA\\_May\\_13\\_2002\\_ENG.pdf](http://ccsi.columbia.edu/files/2015/01/Territorial_Parks_IIBA_May_13_2002_ENG.pdf)

- IIBA continues until terminated by written consent by all parties<sup>384</sup>
- Implementation funding delineated in the implementation contract (not found)

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<sup>384</sup> *Umbrella IIBA for Territorial Parks in Nunavut Settlement Area*, s. 2.9.1

# Multiple Sectors

## 76. Doig River FN: Interim Economic Benefits Agreement

Fiscal Instruments paid from the Province of British Columbia to Doig River First Nation  
Agreement Date: April 1, 2017 (may have expired March 31, 2018)

Sectors: **Oil and gas, forestry, mining**

Community Location: Rose Prairie, BC, Canada

Nation Population: 311

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/doig\\_river\\_interim\\_eba\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/doig_river_interim_eba_-_signed.pdf)

- This is an interim agreement, and that signatories agreed to make reasonable efforts to complete the negotiation and ratification of a Government to Government agreement by March 31, 2018<sup>385</sup>
- Any payments made under the Government to Government agreement during the same timeframe will be offset and reduced by the amount paid under this agreement<sup>386</sup>
- Agreement terminates on March 31, 2018 or on the date the Government to Government Agreement is signed, whichever is sooner, but the annual payments will continue on part termination of the agreement until the Government to Government Agreement is reached<sup>387</sup>

### Annual Payments (Income Royalty and Levy for Impact)

- Annual payments of \$285,715 are due within thirty days of the end of Quarters 1, 2, and 3.<sup>388</sup>
- Within 180 days of the end of Quarter 4, the province must pay the community.<sup>389</sup>

$[(1/7 \times EB1_t) + (1/6 \times EB2_t)] - [Q1 \text{ annual payment} + Q2 \text{ annual payment} + Q3 \text{ annual payment}]$

- $EB1_t = 0.5\%$  of collected provincial petroleum and natural gas royalties collected by BC in the area outlined in Appendix D of the agreement
- $EB2_t = EB2_{t-1} \times [1 + (0.25 * \text{change in oil and gas activity}) + (0.15 * \text{change in forestry activity}) + (0.6 * \text{change in mining activity})]$ 
  - $t-1$  = previous fiscal year
  - $t$  = current fiscal year
  - $\text{Change in oil and gas activity} = [(1/3) * (NW_t - NW_{t-1}) / NW_{t-1} + (1/3) * (SL_t - SL_{t-1}) / SL_{t-1} + (1/3) * (P_t - P_{t-1}) / P_{t-1}]$ 
    - $NW$  = new wells drilled on Crown land in area outlined in Appendix D
    - $SL$  = number of kilometers of new seismic lines constructed on Crown land in the area outlined in Appendix D
    - $P$  = number of kilometers of new pipeline constructed on Crown land within the area outlined in Appendix D
  - $\text{Change in forestry activity} = (F_t - F_{t-1}) / F_{t-1}$

<sup>385</sup> Doig River Interim Economic Benefits Agreement, s. 2

<sup>386</sup> Doig River Interim Economic Benefits Agreement, s. 2

<sup>387</sup> Doig River Interim Economic Benefits Agreement, s. 4

<sup>388</sup> Doig River Interim Economic Benefits Agreement, Sch. 1, s. 2.1

<sup>389</sup> Doig River Interim Economic Benefits Agreement, Appendix A

- F= total volume of logs harvested in Crown land in the Fort Nelson and Peace Forest Districts
  - Change in mining activity =  $(C_t - C_{t-1}) / C_{t-1}$ 
    - C = metric tons of coal extracted from Crown land in area outlined in Appendix D
- The maximum annual payment ( $EB1_t + EB2_t$ ) is \$3,338,333<sub>2007</sub>\$<sup>390</sup>
- Payment ceiling adjusted using British Columbia Final Domestic Demand Implicit Price Index

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<sup>390</sup> *Doig River Interim Economic Benefits Agreement, Appendix B*

## 77. Halfway River FN: Government to Government Agreement

Fiscal Instruments paid from the Province of British Columbia to Halfway River First Nation

Agreement Date: March 31, 2017

Sectors: **Oil and gas, forestry, mining**

Community Location: near Fort Saint John, BC, Canada

Nation Population: 287

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/halfway\\_river\\_g2g\\_-\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/halfway_river_g2g_-_signed.pdf)

### Equity Payments (Fixed Payment)

- A payment of \$5,800,000 in two installments after Halfmoon River First Nation establishes a trust<sup>391</sup>

### Annual Payments (Multiple Fixed Payments)

- Annual payments of \$300,000 are due within thirty days of the end of Quarters 1, 2, 3, and 4.<sup>392</sup>

### Annual Payment Reconciliation (Income Royalty)

- After reconciliation, the minimum annual payment is \$1,200,000 and the maximum annual payment is \$5,000,000<sub>2015\$</sub><sup>393</sup>
- Annual Payment Reconciliation is calculated as follows:<sup>394</sup>

Annual Payment Reconciliation =  $\left[ \left( \frac{\text{Halfway River FN population}}{\text{Treaty 8 Nations population}} \right) \times \text{EB1}_t \times 0.5 \right] + \left( \frac{1}{7} \times \text{EB2}_t \times 0.5 \right) - [\text{Annual Payment for that fiscal year}]$

- $\text{EB1}_t$  = 3% of collected provincial petroleum and natural gas royalties collected by BC in the area outlined in Appendix 1D of the agreement<sup>395</sup>
- Payment ceiling adjusted using British Columbia Final Domestic Demand Implicit Price Index<sup>396</sup>

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<sup>391</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, s 2.1

<sup>392</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, Appendix 1A

<sup>393</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, s. 3.2

<sup>394</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, Appendix 1A

<sup>395</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, Appendix 1A

<sup>396</sup> *Halfway River First Nation Government to Government Agreement*, Schedule 1, Appendix 1B

## 78. McLeod Lake Indian Band: Government to Government Agreement

Fiscal Instruments paid from the Province of British Columbia to McLeod Lake Indian Band

Agreement Date: March 30, 2017

Sectors: Oil and gas

Community Location: McLeod Lake, BC, Canada

Nation Population: 560

[https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/mlib\\_g2g\\_signed.pdf](https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/consulting-with-first-nations/agreements/mlib_g2g_signed.pdf)

### Implementation Funding (Multiple Fixed Payment)<sup>397</sup>

- \$125,000 as soon as practical after the Effective Date
- \$125,000 within 30 days of the first anniversary of the Effective Date
- \$125,000 each anniversary afterwards, until \$1,000,000 is reached

### Equity Payment (Single Fixed Payments)<sup>398</sup>

- \$2,900,000 was paid to McLeod Lake Indian Band on December 23, 2014
- \$2,900,000 will be paid again as soon as possible after the effective date once the McLeod Lake Indian Band's trust has been established
- Total is \$5,800,000
- If agreement is terminated prior to the fourth anniversary, the equity payment must be returned, and after the 4<sup>th</sup> anniversary the repayment obligation (if terminated) is reduced by 20% on each following anniversary

### Annual Payments (Multiple Fixed Payments)<sup>399</sup>

- Annual payments of \$300,000 are due within thirty days of the end of Quarters 1, 2, 3, and 4.

### Annual Payment Reconciliation (Income Royalty)

- After reconciliation, the maximum annual payment is \$5,000,000<sub>2016\$</sub><sup>400</sup>
- Annual Payment Reconciliation is calculated as follows:<sup>401</sup>

Annual Payment Reconciliation =  $\left[ \left( \frac{\text{McLeod Lake Indian Band population}}{\text{Treaty 8 Nations population}} \times \text{EB1}_t \times 0.5 \right) + \left( \frac{1}{8} \times \text{EB1}_t \times 0.5 \right) \right] - [\text{Annual Payments for that fiscal year}]$

- $\text{EB1}_t = 3\%$  of collected provincial petroleum and natural gas royalties collected by BC in the area outlined in Appendix 1D of the agreement<sup>402</sup>
- Payment ceiling adjusted using British Columbia Final Domestic Demand Implicit Price Index<sup>403</sup>

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<sup>397</sup> *McLeod Lake Indian Band Government to Government Agreement*, s. 8.1(b)

<sup>398</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, Part 2

<sup>399</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, Appendix 3A

<sup>400</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, s. 3.8

<sup>401</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, Appendix 3A

<sup>402</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, Appendix 3A

<sup>403</sup> *McLeod Lake Indian Band Government to Government Agreement*, Schedule 1, Appendix 3B

## 79. Peace River Agreement

Fiscal Instruments paid from the Province of British Columbia to Peace River Regional District, District of Chetwynd, City of Dawson Creek, City of Fort St. John, District of Hudson's Hope, Village of Pouce Coupe, District of Taylor, District of Tumbler Ridge

Agreement Date: May 15, 2015

Sectors: Oil and Gas, Hydro, Forestry

Community Location: Peace River Region, BC, Canada

Populations:

Peace River Regional District Total - 58, 264

District of Chetwynd – 2,633

City of Dawson Creek – 10,944

City of Fort St. John – 22,000

District of Hudson's Hope – 1, 012

Village of Pouce Coupe – 739

District of Taylor – 1, 384

District of Tumbler Ridge – 2, 454

[http://www.fortstjohn.ca/sites/default/files/public\\_notice/Peace%20River%20Agreement%20Final%20Draft%20-%20May%202022%202015.pdf](http://www.fortstjohn.ca/sites/default/files/public_notice/Peace%20River%20Agreement%20Final%20Draft%20-%20May%202022%202015.pdf)

### Partnership Committee (Single Fixed Payment)<sup>404</sup>

- \$1 million is provided by province to support the work of the Partnership Committee in 2015

### Special 2015 Payment (Single Fixed Payment)<sup>405</sup>

- If local government sends Province a Resolution approving the agreement before May 20, 2015, the province will send that signatory their share of \$3 million
- If a local government fails to do this, their share is divided among the remaining local government signatories

### Annual Payment ( )

- \$50 million dollars split between the signatories, increasing by 2% per year starting in 2020<sup>406</sup>
- Payments received each year by April 30<sup>th</sup><sup>407</sup>
- Continues until April 30, 2034, at which point there will be a new annual amount<sup>408</sup>
- There are two pools of funding. Increases or decreases in funding will be 60% allocated to Pool 1 and 40% allocated to Pool 2.<sup>409</sup>
- The complete 9 step process for allocating Pool 1 money is outlined in Appendix 2, section 3.
  - 1- Each municipalities assessment for Hospital purposes (adjusted for boundary changes and revenue sharing arrangements) is summed, and the total is added to the converted

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<sup>404</sup> *Peace River Agreement*, s. 9

<sup>405</sup> *Peace River Agreement*, ss. 12-13

<sup>406</sup> *Peace River Agreement*, Appendix 1

<sup>407</sup> *Peace River Agreement*, s. 14

<sup>408</sup> *Peace River Agreement*, s. 14

<sup>409</sup> *Peace River Agreement*, Appendix 3, s. 2

values of Electoral Area assessments. All of this is divided by the total population of all the municipalities.

- 2 - For each municipality, that per capita outcome is multiplied by the number of people in the community. The municipality's assessment for Hospital purposes is subtracted from that total. Any municipalities that have a negative outcome are removed at this point and this step is repeated with only municipalities that have a positive outcome.
- The total outcomes from step 2 are summed and each municipality's outcome is divided by the total outcome and multiplied by 90% of the total money available in Pool 1.
- The other 10% of Pool 1 money goes to electoral areas.
- The complete 11 step process for allocating Pool 2 money is outlined in Appendix 2, section 4. Calculations are similar to Pool 1:
  - 1- Just Classes 2, 4, and 5 of the assessment for Hospital purposes is used at the beginning, and this total is adjusted in accordance with revenue sharing agreements, participation in district service areas, receiving grants-in-lieu, and tax rate limitations. This is summed for all municipalities and added to the Electoral areas assessments of classes 2,4, and 5. All of this is divided by the total population.
  - 2- the total from step 1 is multiplied by each municipality's population and the municipality's individual result from step 1 is subtracted from the total.
  - 3- Step 2 total for the municipality is divided by the summed step 2 total of all municipalities and multiplied by the total in Pool 1.
  - If the total allocated to a municipality is less than \$250,000, that municipality gets \$250,000 and is removed from the calculations. The calculations are then re-done for the rest of the municipalities with the removal of that \$250,000.
- Schedules 1-6 of the agreement all contain formula's needed for calculating allocations of Pool 1 and Pool 2 money.