

CONSULTATION ENGAGEMENT FRAMEWORK AGREEMENT

BETWEEN GWA'SALA-'NAKWAXDA'XW AND BRITISH COLUMBIA



2023

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Gwa'sala-'Nakwaxda'xw
CONSULTATION ENGAGEMENT FRAMEWORK

BETWEEN:

His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation

("the Province")

AND:

Gwa'sala-'Nakwaxda'xw, on behalf of itself and its Members, as represented by the custom-elected Chief and Council

("G-N")

(Collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS:

- A. G-N claims Aboriginal rights and title to its Traditional Territories;
- B. In the spirit of reconciliation, the Province and G-N have undertaken a shared commitment to strengthening relationships on a government-to-government basis with a focus on respect, rights and collaboration;
- C. G-N, the Province and Canada are engaged in treaty negotiations and are currently in stage 5 of the British Columbia Treaty Commission process;
- D. In March 2017, the Parties entered into a Cultural Revitalisation and Capacity Building Agreement, which, among other things, included a commitment by the Parties to develop an improved consultation engagement process;
- E. The Parties set out a process for consultation on land and resource matters within the Traditional Territories by entering into the Consultation Framework Agreement on December 18, 2017, and wish to renew their commitment to consultation in accordance with the terms of this Agreement;
- F. The Parties have developed a process for effectively and comprehensively identifying and informing each other of potential impacts on G-N Rights within G-N Traditional Territories that may arise as a result of Proposed Activities; and
- G. The Parties seek to build a relationship that is consistent with commitments made in the Declaration on the Rights of Indigenous Peoples Act and principles set out in the United Nations Declaration on the Rights of Indigenous Peoples.

1. INTERPRETATION

1.1. Definitions.

In this Agreement, the following definitions apply:

“Agreement” means this Consultation Engagement Framework.

“Agreement Area” means the geographic area within the Province of British Columbia depicted in Appendix A for the purposes of this Agreement.

“Applicant” means an individual, corporation, society, entity, or agency, including the Province, or any agent that makes an Application or takes any preliminary steps to making an Application to a Provincial Agency requiring a Land and Resource Decision.

“Confidential Information” means any information provided by a Provincial Agency or G-N under this Agreement which is identified in writing as “confidential”, but does not include information that is already in the public domain or which a Party may be required by law to disclose.

“Effective Date” means February 1, 2023.

“Engagement” means the legal obligations of the Province to consult and, where appropriate, accommodate G-N, prior to approving decisions or activities that may adversely impact G-N Rights.

“Engagement Information Package” or **“EIP”** means the information package described in section 4.2 of this Agreement.

“Engagement Process” means the process outlined in this Agreement that the Parties will follow to conduct Engagement on Proposed Activities and includes Consultation Level 1, Level 2, Level 3, and Special Engagement.

“G-N Decision Maker” means the G-N Chief and Council.

“G-N Rights” means the claimed or determined Aboriginal rights and Aboriginal title of G-N, which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

“Information Sharing” means Applicant or tenure holder engagement with G-N that includes, in relation to a Proposed Activity, efforts to reasonably: communicate, share information and engage in dialogue; identify and resolve issues; provide and consider information about potential impacts on G-N Rights; or develop working relationships.

“Land and Resource Decision” or **“Decision”** means an authorization, administrative decision, operational decision, approval or renewal of a permit, tenure made by a Provincial Agency that pertains to a Proposed Activity.

“Major Amendment” means an amendment that includes potential changes to any of the following:

- a) the Parties;
- b) the Agreement Area;
- c) Section 13 (Funding);
- d) Section 14 (Term, Termination and Withdrawal);
- e) Section 17 (General Provisions); and
- f) Other matters that the Parties agree are of a significant nature and should be subject to the amendment process set out in section 17.5(a).

“Minor Amendment” means a clerical edit, amendments to the Engagement Framework attached as Appendix D to this Agreement, or any amendment that is not a Major Amendment.

“Proposed Activity” means:

- a) a land or resource activity or activities proposed in any application made under a statute listed in Appendix B requiring a decision by a Provincial Agency that may adversely affect G-N Rights and, for greater certainty, includes the application document, any materials for amendment, renewal or replacement approvals and all supporting materials;
- b) a proposed strategic, administrative or operational decision under a statute listed in Appendix B contemplated by a Provincial Agency that may adversely affect G-N Rights that is not commenced by an application; or
- c) any other activity or decision agreed to by the Parties.

“Provincial Agency” means a Provincial ministry, organization or agency that has authority to make Land and Resource Decisions in respect of the Provincial legislation identified in Appendix B, but does not include the Oil and Gas Commission and, for greater certainty, includes:

- a) Ministry of Forests – MOF;
- b) Ministry of Energy, Mines and Low Carbon Innovation – EMLI;
- c) Ministry of Environment and Climate Change Strategy – ENV, but does not include the Environmental Assessment Office – EAO;
- d) Ministry of Water, Land, and Resource Stewardship – WLRS;
- e) Ministry of Agriculture – MOA;
- f) Ministry of Indigenous Relations and Reconciliation – MIRR.

“Provincial Decision Maker” means an official or designate of a Provincial Agency that has authority to make a Land and Resource Decision in accordance with its legislated mandate.

“Representative” means a representative of a Provincial Agency or G-N Lands and Resources Department that is identified by each Provincial Agency and G-N for the purposes of Engagement.

“Senior Representative” means a representative of the Provincial Agency or G-N Lands and Resources Department that is identified by each Provincial Agency and G-N and is more senior than the Representative. The Provincial Agency Senior Representative would not normally be higher than the regional director or executive director level.

“Table 1” means Appendix C: Table 1 Consultation Level 1, 2, 3 Engagement Steps, Activities and Timelines.

“Table 2” means Appendix D: Table 2: Engagement Process Selection Guide for Level 1, 2 and 3, and Special Engagement.

“Traditional Territories” means the area identified by G-N on the map attached as Appendix A as its traditional territory.

1.2. **Geographic Area of this Agreement.** This Engagement Framework Agreement applies within the Agreement Area.

1.3. **Interpretation.** For purposes of this Agreement:

- a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b) the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;
- e) in the calculation of time under this Agreement, all references to “days” are to business days from Monday to Friday (except statutory holidays in British Columbia), except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
- f) any reference to a corporate entity includes any predecessor or successor to such entity;
- g) “consensus” in relation to a recommendation means the unanimous agreement of the Provincial Agencies and G-N Representatives in writing; and
- h) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.4. **Appendices.** The following are the Appendices to and form part of this Agreement:

- a) Appendix A – Map of Agreement Area (Gwa’sala-’Nakwaxda’xw Nation Traditional Territories)

- b) Appendix B – List of Participating Agencies and Applicable Provincial Legislation
- c) Appendix C – Engagement Framework: Process Steps, Activities, and Timelines by Consultation Level
- d) Appendix D – Engagement Framework: Provincial Activities by Statute and by Consultation Level

2. PURPOSE

- 2.1. **Purpose of Agreement.** This Agreement establishes a defined process through which Provincial Agencies and G-N Representatives are to share information, communicate and have discussions with the goal of seeking consensus recommendations in relation to Proposed Activities. It is recognized as a step toward shared decision-making that is intended to:
- a) establish a more collaborative, coordinated and efficient approach for G-N and Provincial Agency consideration and administration of Proposed Activities and work towards achieving free, prior, and informed consent from G-N on Proposed Activities;
 - b) enable Provincial Agencies and G-N, through improved communications, to avoid or reduce the number of land and resource disputes and minimize the need for litigation or other formal dispute resolution procedures;
 - c) clarify the role of Applicants and proponents in the Engagement Process, recognizing that Applicants and project proponents are often well positioned to provide information and avoid or mitigate impacts or otherwise address and resolve issues; and,
 - d) ensure that the Parties fulfill their obligations for Engagement on Proposed Activities and through which the Province can fulfil the duty to consult with and, where appropriate, accommodate G-N on Proposed Activities.

3. ENGAGEMENT PROCESS

- 3.1. **Satisfaction of Consultation Obligations.** The Parties acknowledge that the Engagement under this Agreement will:
- a) constitute the process by which the Province will carry out its duty to consult G-N with respect to Proposed Activities within the Agreement Area;
 - b) constitute the process by which G-N will respond to the Province regarding Proposed Activities within the Agreement Area; and
 - c) be the means by which the Province will, where appropriate, identify and propose measures to accommodate G-N in respect of any adverse impacts on G-N Rights resulting from Proposed Activities within the Agreement Area.

- 3.2. **Other Agreements.** The Engagement Framework under this Agreement will replace the consultation obligations under any G-N Forest and Range Consultation and Revenue Sharing Agreements for Applications within the Agreement Area, but for greater certainty, the Forest and Range Consultation and Revenue Sharing Agreement, as amended or extended from time to time, will otherwise continue to apply within in accordance with its terms.
- 3.3. **Engagement Steps.** For Proposed Activities requiring Consultation Level 1, Level 2 or Level 3 Engagement, Provincial Agencies and G-N will follow the steps set out in Table 1.
- 3.4. **Engagement Timelines.** The number of business days allotted for each Engagement Process is as follows as set out in Appendix C:
- a) for Level 1 Engagement, a total of twenty (20) business days, as set out in Table 1;
 - b) for Level 2 Engagement, a total of forty (40) business days, or fifty (50) business days if the Engagement Dispute Process (section 7.4) is used, as set out in Table 1;
 - c) for Level 3 Engagement, a total of sixty-five (65) business days, or seventy-five (75) business days, if the Engagement Dispute Process (section 7.4) is used as set out in Table 1; and,
 - d) for Special Engagement, up to forty-five (45) business days is available to develop a terms or reference for the Engagement as may be agreed to by the Provincial Agency and G-N in accordance with section 8.5.
- 3.5. **Selection of Engagement Process.** A guide for selecting the appropriate Engagement Process is provided in the following sections of this Engagement Framework:
- a) Consultation Level 1, Consultation Level 2 and Consultation Level 3 as set out in Table 2; and,
 - b) Special Engagement as set out in section 8.1 and in Table 2.
- 3.6. **Shared Engagement Record.** Provincial Agencies and G-N may document their information exchanges and communications via a jointly developed Shared Engagement Record or (“SER”), the purpose of which is to document and summarize the process and outcomes of an Engagement, including descriptions of:
- a) information related to the proposed Decision;
 - b) potential impacts on G-N Rights;
 - c) Engagement Process selection;
 - d) G-N issues and concerns; and,
 - e) consensus or non-consensus recommendations, as appropriate.

- 3.7. **Importance of Timelines.** The Parties recognize that respect for the timelines outlined in Table 1 demonstrates their commitment to implement the agreement in good faith, and that timelines contribute to the goal of effective collaboration and decision making.
- 3.8. **Timeline Extensions.** Engagement timelines may be extended by mutual agreement at any time. An extension request must be submitted in writing to the other Party with a rationale, and the Party receiving the request will not unreasonably refuse to consent to the extension request.
- 3.9. **Disagreement on Engagement Process.** If a G-N Representative disagrees with the Engagement Process proposed by the Provincial Agency Representative pursuant to section 4.2(b)(v) of this Engagement Framework, the G-N Representative may propose in writing a different Engagement Process with supporting rationale for the proposed change. The Representatives will discuss the supporting rationale and attempt to reach agreement on an Engagement Process within the Step 1 Initiation step, as set out in Table 1. Provincial Agency representatives will not unreasonably refuse to consent to proposed changes.
- 3.10. **No Confirmation of Receipt.** In cases where G-N does not confirm receipt of the **EIP** in accordance with section 5.1, the Provincial Agency will reasonably attempt to contact the G-N Representative for confirmation.
- 3.11. **No Response to Engagement Process Proposal.** If a G-N Representative does not respond to an Engagement Process proposal within ten (10) business days of electronic transmission by the Provincial Agency, the Engagement Process proposed by the Provincial Agency will apply, and ‘Proposed Activities Review and Recommendations’ period (Step 2) will commence.
- 3.12. **No Response to Engagement Request.** If a G-N Representative does not provide input to an Engagement Process within specified timelines, the Provincial Agency may proceed to finalize a SER and make a Land and Resource Decision without further Engagement and upon doing so will provide in writing to G-N notification of the decision taken and an explanation of how the known interests of G-N were taken into account.
- 3.13. **Engagement not Required.** A G-N Representative or G-N Decision Maker may at any time in Engagement process provide to the Provincial Agency written notification that no further Engagement is required. However, where G-N provides such notification subject to certain conditions being met by the Province or the Applicant, further Engagement pursuant to this Engagement Framework is required unless G-N conditions are adopted into the final authorizations.
- 3.14. **Park Permits.** G-N has a Collaborative Management Agreement with BC Parks. The Parties agree that the engagement framework under this Agreement will replace the consultation obligations for park use permit authorizations under the Collaborative Management Agreement. For greater clarity, the engagement framework under this Agreement replaces sections 14, 15 and 30-32 but does not remove or replace the collaborative management provisions of the Collaborative Management Agreement.

4. PROVINCIAL AGENCY RESPONSIBILITIES

- 4.1. **Proponent Engagement.** At the earliest opportunity, the Provincial Agency Representative will inform Applicants of this Engagement Framework and as appropriate, direct or strongly encourage Applicants to undertake Information Sharing prior to submitting an application.
- 4.2. **Engagement Information Package.** When the Province is considering a Proposed Activity, including by way of application, the Provincial Agency Representative will ensure a referral package is provided as an EIP to G-N in a timely manner that includes, as applicable:
- a) a cover letter or cover email;
 - b) a first draft of a SER that contains:
 - i. a description of the type and characteristics of the potential Land and Resource Decision, including a brief history, if applicable, and context;
 - ii. the identity and contact information of the Applicant;
 - iii. a description of the location or geographic area that will potentially be affected by the Proposed Activity if approved;
 - iv. a preliminary scoping of any potential impacts that may stem from the Proposed Activity;
 - v. the proposed Engagement Process and a supporting rationale for that proposal in accordance with section 3.5; and,
 - vi. a package of relevant supporting information and material required by the Provincial Agency to be submitted by the Applicant.
- 4.3. **Joint Engagement Responsibilities.** The Provincial Agency Representative will communicate and work with G-N Representatives to seek to jointly:
- a) describe and assess potential impacts associated with the Proposed Activity, including potential impacts of the Proposed Activity on G-N Rights;
 - b) document in the SER G-N concerns and issues related to the Proposed Activity; and,
 - c) in consideration of sections (a) and (b) above, seek to develop consensus recommendations for consideration by the Provincial Decision Maker and G-N Decision Maker.
- 4.4. **Interagency Coordination.** For Engagements involving multiple interrelated Decisions referenced in section 8.1(a), a designated Provincial Agency Representative will coordinate communications and act as lead Representative when the Engagement Process involves more than one Provincial Agency.

- 4.5. **Sharing of Proposed Activity Information.** The Provincial Agency Representative will reasonably ensure that all relevant and available information that is necessary for G-N to review potential impacts on G-N's G-N Rights is provided to G-N by the Applicant or the Provincial Agency.
- 4.6. **SER Documentation.** Following each Engagement discussion or meeting, the Provincial Agency Representative will develop a draft update or proposed final draft of the SER and circulate the draft to the G-N Representative for review and input.
- 4.7. **SER to Provincial Decision Maker.** The Provincial Agency Representative will present to the appropriate Provincial Decision Maker the final SER including the joint recommendations and, if applicable, any non-consensus recommendations.
- 4.8. **Decision Notification.** Should an Application be approved by the Province, the Provincial Agency Representative will provide a notice of decision and a digital copy of the authorization to G-N, including reasons for decision in circumstances where the Decision varies from consensus recommendations or the non-consensus recommendations provided by G-N.

5. G-N RESPONSIBILITIES

- 5.1. **Confirmation of Receipt.** The G-N Representative will confirm receipt of the EIP or the pre-engagement notification package in a timely manner, within two (2) business days following electronic transmission of the EIP.
- 5.2. **Provide Information.** As early as reasonably possible in the Engagement Process, the G-N Representative will identify to the Provincial Agency:
- a) any concerns or issues associated with the Proposed Activity taking into account the considerations in section 6.1;
 - b) a preliminary summary of any potential impacts upon G-N Rights that may stem from the Proposed Activity; and,
 - c) any additional information that is necessary for review of potential impacts on G-N's G-N Rights.
- 5.3. **Joint Engagement Responsibilities.** The G-N Representative will communicate and work with Provincial Agency Representatives to jointly:
- a) describe and assess issues with the Proposed Activity including the potential impact of the Proposed Activity on G-N Rights; and,
 - b) document, in the SER, G-N concerns and issues related to the Proposed Activity; and,
 - c) in consideration of the sections (a) and (b) above, attempt to resolve issues and seek consensus recommendations for consideration by the Provincial Decision Maker and the G-N Decision Maker.

5.4. **SER Documentation.** The G-N Representative will review and contribute to the SER to ensure information, key discussion points and any recommended actions are accurately recorded in working and final drafts of the SER.

5.5. **SER to G-N Decision Maker.** The G-N Representative will present the final SER including the joint recommendations or non-consensus recommendations, to the G-N Decision Maker.

6. **ENGAGEMENT RECOMMENDATIONS**

6.1. **Recommendation Considerations.** When reviewing a Proposed Activity and making recommendations, Provincial Agency and G-N Representatives will consider the following, as required:

- a) any applicable respective laws, policies or customs of the Province and G-N;
- b) consistency, as appropriate, with any land use plan, marine use plan, forest stewardship plan or protected area management plan;
- c) compatibility with any economic development strategy or plan that has been agreed to by the Parties;
- d) the potential positive and negative environmental, cultural, cumulative, social and economic effects of the proposed Decision;
- e) any potential adverse effects and impacts on G-N Rights stemming from the proposed activity and any measures that may be developed to avoid, mitigate or otherwise address those effects and impacts; and,
- f) the acceptability of such accommodation measures to G-N.

6.2. **Content of Recommendations.** The recommendations developed by Provincial Agency and G-N Representatives may include some or all of the following:

- a) whether the Proposed Activity should be approved or rejected;
- b) any recommended conditions or measures that may avoid, mitigate or otherwise address adverse environmental or economic effects; and,
- c) any recommended conditions or measures that may avoid, mitigate or otherwise address potential impacts upon G-N Rights.

6.3. **Consensus.** G-N and Provincial Agency Representatives will work to achieve consensus in their recommendations with the goal of advancing reconciliation. Where consensus recommendations cannot be achieved within the timeframe, the Parties may either:

- a) agree to extend the timeline for providing recommendations;
- b) agree to conclude engagement by providing non-consensus recommendations; or
- c) initiate the Engagement Dispute resolution process in accordance with section 7.4.

7. DISPUTE RESOLUTION

- 7.1. **Interpretation Dispute Process.** In the event that a dispute between Engagement Representatives is due to a difference of interpretation of this Agreement (“Interpretation Dispute”), the Representatives will at the earliest opportunity forward a description of the issue and a request for guidance to Senior Representatives. The Senior Representatives will make all reasonable efforts to review and provide direction in respect of interpretation disputes in a timely and effective manner.
- 7.2. **Policy Dispute Process.** Issues arising from review of a Proposed Activity may relate to policy or administrative issues that extend beyond the scope of the particular Proposed Activity (“Policy Dispute”). A Policy Dispute will be fully described in the SER, and, upon request of either Representative, will be forwarded to Senior Representatives for further discussion with applicable Provincial Agency Representatives. The Engagement timelines for the Proposed Activity will not be extended solely for resolution of the Policy Dispute.
- 7.3. **Interim Solutions.** The Senior Representatives will make all reasonable efforts to coordinate resolution of Policy Disputes, including the development of any interim solutions in a timely and effective manner.
- 7.4. **Engagement Dispute Resolution Process.** If the Representatives are unable to reach agreement on a particular Engagement issue or recommendation (“Engagement Dispute”), the Representatives may as early as possible during Step 2 of the Engagement Process:
- a) exchange in writing a full description of the Engagement Dispute, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and,
 - b) discuss the written descriptions via meetings or conference calls and attempt to reach agreement on proposed specific actions.
- 7.5. **No Consensus in Engagement Disputes.** If after following the steps set out in 7.4, the Representatives are unable to reach consensus on an Engagement Dispute, they will forward the written descriptions of the issue to Senior Representatives of the applicable Provincial Agency and G-N for direction and assistance. The Senior Representatives will discuss and make all reasonable efforts to attempt to resolve the issue(s) and produce a written summary in the SER within ten (10) business days for Consultation Level 2 and Consultation Level 3 Engagement.
- 7.6. **Unresolved Disputes.** If a dispute remains unresolved after completing the steps in sections 7.4 and 7.5, the remaining points of dispute must be documented in the SER and the Provincial and G-N Decision Makers may proceed to make a decision and upon doing so will provide in writing to the other Party notification of the decision taken and how the views of the other Party were addressed.

8. SPECIAL ENGAGEMENT

- 8.1. **Applicability.** Either Party may request a Special Engagement process where:
- a) the Proposed Activity is associated with a project that requires multiple interrelated Decisions;
 - b) review of the Proposed Activity is associated with a higher level Land and Resource Decision that will require collaborative planning and consideration and development of extensive existing and new information; or,
 - c) engagement requires a customized process that, as appropriate, is either more streamlined or more comprehensive than is provided for under standard types of Engagement.
- 8.2. **Use of Table 2.** A list of Decisions typically requiring a Special Engagement process are listed in Table 2.
- 8.3. **Investigative Use Permits Exempt.** For clarity, Investigative Use Permits do not require a Special Engagement process.
- 8.4. **Mines Process.** If the Chief Inspector of Mines establishes an advisory committee or regional advisory committee under section 9 of the *Mines Act* in the Traditional Territories, G-N will reasonably participate in those committees to obtain information on related Proposed Activities.
- 8.5. **Terms of Reference for Special Engagement Process.** Where a Special Engagement process is applied in accordance with section 8.1 , the Parties will work to jointly develop, within forty-five (45) business days, a separate terms of reference through which relevant Provincial Agencies and G-N will conduct Engagement.
- 8.6. **If No Process is Established.** If the relevant Provincial Agencies and G-N cannot agree to Special Engagement or terms of reference for a Special Engagement process within forty-five (45) business days of initiating discussions, the Provincial Agencies or G-N may request use of the Engagement Dispute Process described in sections 7.4 and 7.5. If the dispute cannot be resolved and an agreed to process cannot be established within ten (10) business days of initiating the Engagement Dispute process, the Provincial Agency will consult with G-N on the basis of the Province’s consultation procedures in effect at the time and the applicable case law respecting consultation obligations.

9. ANNUAL PRE-ENGAGEMENT NOTIFICATION (REPLACEMENTS)

- 9.1. **Initiation of Process.** To support Engagement workload planning and with the goal of achieving process efficiencies, the Provincial Agency may prepare and send advance notice to G-N of tenure and permit replacements that are likely to be upcoming in the next 6 months or year. The notification package will include:
- a) a cover letter explaining the purpose of the package and requesting a response from G-N Engagement Representative; and,

- b) a table or spreadsheet, organized chronologically by the date of expected Land and Resource Decision, listing expected tenure and permit replacements for the upcoming calendar year. The table or spreadsheet may identify for each tenure, permit or authorization:
 - i. file numbers;
 - ii. tenure, permit or authorization type and sub-type;
 - iii. total tenure area;
 - iv. purpose and sub-purpose;
 - v. expiry date and expected new issuance date
 - vi. proposed length of term; and,
 - vii. a map or .kmz file showing the location of the potential Land and Resource Decisions in relation to G-N's Traditional Territories.

9.2. **G-N Response.** Within thirty (30) business days following the date that the notification package is received by G-N, G-N will review the list of expected authorizations and provide to the Provincial Agency a response identifying which items on the list will require Engagement along with a preliminary selection of Engagement Process and supporting rationale. Final selection of Engagement Process will occur following submission of the EIP for the replacement.

10. ENGAGEMENT COMMUNICATIONS

- 10.1. **Electronic Communications.** Provincial Agencies and G-N will exchange Engagement information using digital and electronic methods whenever possible and appropriate. Electronic transfer of information via email and File Transfer Protocol (FTP) are the preferred method for exchanging information.
- 10.2. **Points of Contact.** Provincial Agencies and G-N will identify in the Annual Report primary and alternate email points of contact for Engagement communications.
- 10.3. **Paper Copies.** Despite section 10.1, if G-N requests specific information in hard copy to effectively review an Application, Provincial Agencies will either:
 - a) provide the required information; or,
 - b) where appropriate, direct Applicants to provide the requested information in hard copy directly to G-N.

11. INFORMATION AND CONFIDENTIALITY

- 11.1. **Information.** The Parties will support Engagement by sharing relevant information and knowledge and will, at the time of disclosure:

- a) assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and,
 - b) make all reasonable efforts to maintain the confidentiality of the information provided by the other Party and prevent its disclosure to the public, in particular information identified as Confidential Information.
- 11.2. **G-N's Confidential Information.** The Province acknowledges that G-N is a custodian of cultural and other information that may be:
- a) confidential or sensitive in nature; or,
 - b) owned by individuals, families, na'mima, or the Nation, and must be managed according to the owner's wishes.
- 11.3. **Disclosure of G-N's Confidential Information.** The Province acknowledges that the disclosure of information referenced in section 11.2 to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:
- a) be reasonably expected to harm the relations between the Province and G-N as an aboriginal government; or,
 - b) result in damage to or interfere with the conservation of:
 - i. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or,
 - iii. any other rare or endangered living resources.
- 11.4. **Freedom of Information.** If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from G-N, the Province will provide G-N with notice of the request and the opportunity to discuss and work to resolve any issues associated with the proposed disclosure.
- 11.5. **Additional Conditions.** The Parties acknowledge that:
- a) section 11.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and,
 - b) the disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. **G-N Representations.** G-N represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
- a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its members;
 - b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its members; and
 - c) this Agreement is valid and binding obligation upon it.
- 12.2. **Provincial Representations.** The Province represents and warrants to G-N with the intent and understanding that they will be relied on by G-N in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

13. FUNDING

- 13.1. **Funding in First Three Years.** For the initial two month and three-year period of this Agreement, the Province will pay G-N capacity funding to supplement its resources as follows:

	February 1 to July 31 2023	August 1, 2023 to January 31, 2024	TOTAL
Year 1 2023-2024	\$50,000 on or before September 30, 2023	\$50,000 on or before March 31, 2024	\$100,000
Year 2 2024-2025	April 1 to September 30, 2024	October 1, 2024 to March 31, 2025	\$155,500
	\$77,750 on or before September 30, 2024	\$77,750 on or before March 31, 2025	
Year 3 2025-2026	April 1 to September 30, 2025	October 1, 2025 to March 31, 2026	\$155,500
	\$77,750 on or before September 30, 2025	\$77,750 on or before March 31, 2026	
		TOTAL	\$411,000

- 13.2. **2023 Bridge Funding.** The Province will seek approval for additional capacity funding for G-N for the months of February and March 2023.
- 13.3. **Funding in Years Four and Five.** The Parties will negotiate and seek to reach agreement on the renewal of funding for implementing this Agreement in years four and five. The Parties acknowledge that any renewal of funding will be subject to obtaining all necessary Provincial approvals, including Cabinet and Treasury Board approvals.
- 13.4. **Use of Funding.** Funding provided by the Province under section 13.1 will be used by G-N to fund its participation in, and implementation of, this Agreement.

- 13.5. **Requests for Additional Capacity Funding.** The Province will seriously consider any requests from G-N for additional funding to support G-N’s participation under this Agreement where G-N can reasonably demonstrate that additional funding is required.
- 13.6. **Funding under Other Agreements.** The Province may consider revenue received by G-N under other agreements with the Province in considering requests for additional funding under this Agreement.
- 13.7. **Additional Funding.** Nothing in this Agreement precludes G-N from:
- a) accessing funding that may be available through other Provincial Agencies, a non-governmental body, or another level of government;
 - b) working with the Province to identify additional funding to support the priorities of the Parties outside of this Agreement; or
 - c) negotiating revenue-sharing agreements with proponents.
- 13.8. **Reporting on Funding.** To be eligible for the March 31 capacity funding payments under section 13.1, each year, G-N will prepare and submit to the Province a fiscal year-end report containing information about implementation of this Agreement and will provide that report to the Province before March 31.
- 13.9. **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by the Province to G-N under this Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
 - b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.
- 14. TERM, TERMINATION AND WITHDRAWAL**
- 14.1. **Term.** The term of this Agreement will commence on the Effective Date and end on March 31, 2028, unless it is extended under section 14.2 or terminated under section 14.4 (the “Term”).
- 14.2. **Renewal of Term.** At least four (4) months prior to the end of the Term, the Parties will evaluate the effectiveness of this Agreement and decide whether to renew the Term.
- 14.3. **Terms of the Renewal.** Where the Parties agree to renew the Term they will negotiate and seek to reach agreement on the terms of the renewal, including terms relating to the provision of funds to support the implementation of the Agreement.
- 14.4. **Termination.** Notwithstanding section 14.1, this Agreement may be terminated in writing by either Party on ninety (90) calendar days’ notice or on a date mutually agreed to by the Parties.

- 14.5. **Survival of Reporting Requirement.** Notwithstanding section 14.1, 14.2 or 14.4, section 13.8 related to Reporting on Funding survives termination until such time as G-N has reported for any and all funds received and spent in accordance with this Agreement.
- 14.6. **Resolution of Termination.** In recognition of the enduring value of a government-to-government relationship between the Parties, the Parties will:
- a) on notice of termination, provide the other Party with the reasons for termination; and
 - b) within the period prior to the termination of this Agreement taking effect, make good faith efforts to try to resolve the basis for termination.
- 14.7. **Effect of Termination.** Where this Agreement is terminated under section 14.4:
- a) G-N will, where it has received funding from the Province to implement this Agreement, remit any unspent funds to the Province within thirty (30) business days of the termination of or withdrawal from this Agreement taking effect;
 - b) Section 11 of this Agreement related to Confidentiality and Freedom of Information survives the termination of this Agreement; and
 - c) The Province will inform the Provincial Agencies that the Engagement Process ceases as of the date of termination and from that time forward cannot be relied upon to fulfill the Province's obligation to consult G-N.

15. LINKAGE TO TREATY

- 15.1. The Parties acknowledge that the terms of this Agreement may, at the sole discretion of G-N, serve as a basis for addressing any commitment that may be included in a treaty on a relationship between the Province and G-N with respect to the management of land and resources within the applicable lands as defined in the Treaty.

16. FORMAL NOTICE AND DELIVERY

- 16.1 **Notices.** Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Minister of Indigenous Relations and Reconciliation
PO Box 9100 STN PROV GOVT
Victoria, BC V8W 9B1
Telephone: (250) 356-1394
Fax: (250) 387-6594
Email: IRR.Minister@gov.bc.ca

and if to G-N:

Chief Terry Walkus
Gwa'Sala-'Nakwaxda'xw
PO Box 998
154 Ba'as Road, Tsulquate
Port Hardy, BC V0N 2P0
Telephone: (250) 949-8343
Fax: (250) 949-7402
Email: terrywalkus55@gmail.com

And

Land and Resources Director
Gwa'Sala-'Nakwaxda'xw
PO Box 998
154 Ba'as Road, Tsulquate
Port Hardy, BC V0N 2P0
Telephone: (250) 949-8343
Fax: (250) 949-7402
Email: lro@gwanaknations.ca

16.2 **Change of Address.** Either Party may, from time to time, give written or e-mail notice to the other Party of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

16.3 **Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of Engagement whenever practicable and appropriate.

17. GENERAL PROVISIONS

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

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982 (Canada); or
- b) establish, affirm, recognize, abrogate or derogate from any G-N Rights.

17.2 **Acknowledgement.** The Parties acknowledge and enter into this Agreement on the basis that G-N asserts Aboriginal rights, including Aboriginal title, within G-N Traditional Territories but that the specific nature, scope or geographic extent of those rights have yet to be determined. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of G-N Rights.

17.3 **No Admissions.** Nothing in this Agreement will be construed as:

- a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of G-N's Rights;

- b) an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
 - c) as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.
- 17.4 **Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 17.5 **Amendment.** This Agreement may be amended by the Parties in writing as follows:
- a) any Major Amendment to this Agreement, by the Minister of Indigenous Relations and Reconciliation, on behalf of the Province and Chief and Council of G-N;
 - b) any Minor Amendment by agreement of the Lands and Resources Manager of G-N and the Regional Director of Ministry of Indigenous Relations and Reconciliation.
- 17.6 **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:
- a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
 - b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.
- 17.7 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
- 17.8 **No Implied Waiver.** Any waiver of:
- a) a provision of this Agreement;
 - b) the performance by a Party of an obligation under this Agreement; or
 - c) a default by a Party of an obligation under this Agreement, will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.
- 17.9 **Assignment.** G-N will not assign, either directly or indirectly, this Agreement or any right of G-N under this Agreement without the prior written consent of the Province.
- 17.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and, where they apply, the laws of Canada.

- 17.11 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or electronic transmission.
- 17.12 **No Fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion given to any decision-making authority.
- 17.13 **Annual Review.** The Parties will review implementation of the Engagement Framework on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement Framework.

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17.14 **Emergency Provisions.** Nothing in this agreement affects the ability of the Parties to respond to any emergency circumstances.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:



Indigenous and Northern Affairs Canada

Chronological no. 2023-0929-06
File reference no.

BAND COUNCIL RESOLUTION

The council of Gwa'sala-'Nakwaxda'xw		Cash free balance
Date of duly convened meeting (YYYY-MM-DD) <u>2023-09-29</u>		Capital account \$ _____
Province British Columbia		Revenue account \$ _____

Whereas:

- A. Gwa'sala-'Nakwaxda'xw ("G-N") holds Aboriginal rights and title ("G-N Rights") within and throughout its traditional territories, including its terrestrial, marine and fresh-water territories, and G-N Council ("Council"), in consultation with Hereditary Chiefs, is the lawful, elected governing body of G-N;
- B. The province of British Columbia (the "Province") and G-N have engaged in government-to-government discussions regarding strengthening relationships and focusing efforts to close the socio-economic gap between Indigenous and non-Indigenous people;
- C. The Province and G-N have a mutual interest in improving the consultation process, improving lines of communication between governments, and exploring the spectrum of shared decision-making as the Province moves to implement its *Declaration on the Rights of Indigenous Peoples Act*;
- D. The Province and G-N have agreed to replace the expiring consultation engagement framework agreement between them for a five-year term beginning February 1, 2023 and ending March 31, 2028 with a new agreement ("2023 CEF Agreement") to enable the Province to partially contribute to G-N consultation capacity requirements (attached hereto as Appendix 'A'); and
- E. Council wishes to access the benefits set out under the 2023 CEF Agreement.

THEREFORE, at a duly called meeting of Council this 29 day of Sept 2023, at Tsulquate, British Columbia, Council resolves that it:

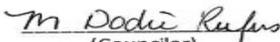
1. G-N agrees to enter into and be bound by the 2023 CEF Agreement, and Council will execute the agreement on G-N's behalf; and
2. Authorizes a quorum of Council to execute and deliver the 2023 CEF Agreement.

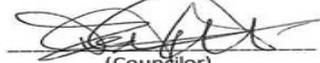
Quorum 5 
(Chief)


(Councilor)

(Councilor)

(Councilor)


(Councilor)


(Councilor)

(Councilor)

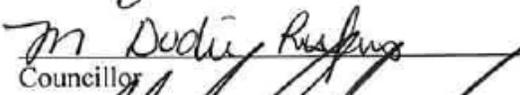

(Councilor)

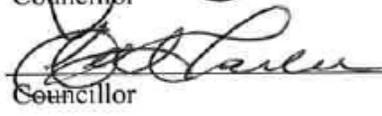
(Councilor)

Signed on behalf of Gwa'sala-'Nakwaxda'xw

by: 
Chief Councillor


Councilor


Councilor


Councilor


Councilor

Date: September 29, 2023

Signed on behalf of His Majesty the King in
Right of the Province of British Columbia by as
represented by the Minister of Indigenous
Relations and Reconciliation



Honourable Murray Rankin

Date: November 1, 2023

APPENDIX A – Map of the Agreement Area and G-N Traditional Territories

The Agreement Area is the area identified by G-N as its traditional territories.



APPENDIX B – List of Participating Agencies and Applicable Provincial Legislation

Applications under the following statutes are subject to consultation under the Engagement Framework

Ministry of Forests:

1. *Forest Act*
2. *Forest and Range Practices Act*
3. *Heritage Conservation Act*
4. *Ministry of Lands, Parks and Housing Act*

Ministry of Environment and Climate Change Strategy:

1. *Environmental Management Act*
2. *Integrated Pest Management Act*
3. *Park Act*
4. *Protected Areas of British Columbia Act*

Ministry of Energy, Mines & Low Carbon Innovation:

1. *Coal Act*
2. *Mineral Tenure Act*
3. *Mines Act*

Ministry of Water, Land and Resource Stewardship

1. *BC Fish and Seafood Act now administered by the Fisheries Branch of WRLS*
2. *Land Act*
3. *Water Sustainability Act (replacing the Water Act)*
4. *Wildlife Act*

British Columbia Ministry of Agriculture:

1. *BC Fish and Seafood Act*

APPENDIX C – Engagement Framework: Process, Steps, Activities and Timelines by Consultation Level

Table 1: Consultation Level 1, 2 and 3 Engagement Steps, Activities and Timelines

Process Step	Activities	Business Days for Consultation Level 1, 2, 3		
		L1	L2	L3
Pre-Engagement by Applicant (where applicable)	The Provincial Agency Representative will, as appropriate, direct or strongly encourage Applicants to undertake Information Sharing in accordance with section 4.1. If a letter of support or non-opposition accompanies the application as per section 3.14, Engagement is not required. Otherwise, the Provincial Agency Representative will prepare an Engagement Information Package (EIP) per section 4.2.	Not Applicable		
Step 1 Initiation	The Provincial Agency Representative will send the EIP to G-N in accordance with section 4.2. The proposed Engagement Process should be determined using the guide provided in Table 2. The G-N Representative will confirm receipt of the EIP in accordance with section 5.1. Next, the G-N Representative will respond to the Engagement Process proposal in accordance with 5.2. See sections 3.8 – 3.12 for further clarification on concluding this step.	5	10	10
Step 2 Proposed Activity Review and Recommendation	The Representatives will continue to share information and engage via discussions, meetings and other communications to: <ul style="list-style-type: none"> • Fulfill their joint and respective Engagement responsibilities in accordance with sections 4.3 – 4.6 and sections 5.3 and 5.4; • Develop Recommendations, as described in section 6; • If required, initiate any Dispute Resolution processes in accordance with section 7.1 – 7.4. 	10	25	50
Step 3 Conclusion	The Representatives will jointly finalize the SER in accordance with 3.5. If required, the Representatives will conclude any Engagement Dispute Resolution steps in section 7.1 – 7.4. Unless there are outstanding steps required as per section 7.5, the Representatives will submit the final SER to their respective Decision Makers in accordance with sections 4.7 and 5.5.	5	5	5

Step 4 Dispute Resolution (where applicable)	If required, the Representatives and any applicable Senior Representatives will undertake Engagement Dispute Resolution steps in accordance with section 7.5. The Representatives will submit the final SER to their respective Decision Makers in accordance with sections 4.7 and 5.5.	0	10	10
	Total Number of Business Days	20	40-50	65-75

APPENDIX D – Engagement Framework: Provincial Activity by Statute and by Consultation Level

Table 2: Engagement Process Selection Guide for Consultation Level 1, 2 and 3, and Special Engagement

Program Themes	Engagement Level-1 (Consultation Level 1) Information Sharing Applies in cases where reasonable Information Sharing has occurred prior to submission of a Proposed Activity, there has been a reasonable amount of time for review of such information, and G-NG-N’s concerns related to impacts to its Aboriginal Interests stemming from the Proposed Activity have been resolved to the satisfaction of the Provincial Decision Maker. Typically includes applications for minor amendments to existing tenures; small scale operational level plans and permits; temporary and/or small structures; short term activities; investigative permits; authorizations related to access.	Engagement Level-2 (Consultation Level 2) Standard Consultation Typically includes applications for tenures for new mid-scale operational activities; major amendments to existing tenures; mid-scale industrial activities; mid-scale non-temporary structures; or activities associated with landscape level planning.	Engagement Level-3 (Consultation Level 3) Deep Consultation Decisions that are strategic in nature; can be administrative; associated with significant new developments or multi-permit projects; expected to result in significant site disturbance; tenures for major operational activities; associated with regional scale planning; or that may have large, permanent impacts.	Special Engagement Extensive Consultation Refer to section 8.1 of this agreement regarding applicability of a Special Engagement process.
MINISTRY OF FORESTS				
FORESTS: Forest Act and Forest and Range Practices Act - PRPA	<ul style="list-style-type: none"> ▪ Forestry Road and Cutting Permits where Information Sharing has occurred ▪ Forestry Licence to cut (Maximum 2000 m3) 	<ul style="list-style-type: none"> ▪ Forestry Road and Cutting Permits where reasonable efforts to conduct Information Sharing have not occurred ▪ Replacements or extensions of Forestry tenures/licences, special use permits, FSPs ▪ Amendments to licences 	<ul style="list-style-type: none"> ▪ New and Major Amendments to Forest Stewardship Plans ▪ New Forestry Special Use Permits ▪ Forestry Licence to cut (major) 	<ul style="list-style-type: none"> ▪ Timber Supply Analysis and Allowable Annual Cut Determinations

		<ul style="list-style-type: none"> Recreation sites & trails decisions 		
ARCHAEOLOGY: <i>Heritage Conservation Act</i>	Section 12. investigation and inspection permits: <ul style="list-style-type: none"> Section 12(1) Automatic protection Section 12(2) Inspection, Investigation permits 	<ul style="list-style-type: none"> Section 12(4) site alteration permits Section 12(3) Ministerial Orders Section 11.1 Heritage Property designation on Crown land 		
Ministry of Water, Land and Resource Stewardship				
LANDS: <i>Lands Act & Ministry of Lands, Parks and Housing Act</i>	<ul style="list-style-type: none"> Licence of Occupation associated with forestry operations or forestry tenures where Information Sharing has occurred Investigative use permits with negligible physical impact Replacements of tenure (including aquaculture tenures), permits or certificates where requested as per section 9 of this Agreement 	<ul style="list-style-type: none"> Investigative Use Permits where there is ground or water disturbance Agriculture decisions Interpretive sites, recreation sites and recreation trails Land Act authorizations for small site permits - campsites, storage sites, helipads 	<ul style="list-style-type: none"> New Tourism Resorts (including fishing lodges), or significant expansion of existing resorts Crown Land Sales New permanent infrastructure New Aquaculture Tenures 	<ul style="list-style-type: none"> New Land Use Orders and Major Amendments
WATER: <i>Water Sustainability Act & Dike Maintenance Act</i>	<ul style="list-style-type: none"> New Water licences² ; domestic >1234m³/yr., power purposes (residential) and agriculture less than 5-acre feet - unless works constitute a ‘change in and about a stream. Water licence amendment; change in base flow requirements. Section 24 – Permit over Crown Land. Section 10 use approval when FN hold a water licence downstream of application site. Section 62 – drilling authorization Section 31 – abandonment of water rights involving works on 	<ul style="list-style-type: none"> Any contemplated decision/proposal that would result in a ‘change in and about a stream⁴. New Dikes, major dike repairs/reconstruction (Dike Maintenance Act). New Water licences – agriculture greater than 5-acre feet (6,167 m³), industrial & commercial less than 5-acre feet and land improvement. Section 11 – Change Approval <p>⁴Refers to the Water Act: http://www.bclaws.ca/civix/document/id/complete/statreg/96483_01</p>	<ul style="list-style-type: none"> New Water licences for mine operations; water works (local community drinking water); storage (dams); power purposes (commercial and general (section 19(2))), all other industrial and commercial greater than 5 acre feet. 	<ul style="list-style-type: none"> Water Sustainability Plan

	<p>Crown Land or storage</p> <ul style="list-style-type: none"> ▪²Water licence application sourced from an aquifer or a stream as defined by the Water Sustainability Act. 			
FISH & WILDLIFE: <i>Wildlife Act</i>	<ul style="list-style-type: none"> ▪ Changes to hunting regulations that apply to G-N hunters (e.g., public health and safety) ▪ Wildlife transporter licences and management plans 	<ul style="list-style-type: none"> ▪ Possession of life wildlife – new long term care facilities (e.g., zoo, rehabilitation center) ▪ High disturbance fish and wildlife projects (e.g., collaring, wildlife transplants) ▪ Disposition of new guide territory certificate 		
FISH & SEAFOOD <i>BC Fish and Seafood Act</i>	<ul style="list-style-type: none"> ▪ Replacements of aquaculture tenures 	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ New Aquaculture Tenures 	
MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY				
Environmental Management Act	<ul style="list-style-type: none"> ▪ Hazardous waste facility approval on private land ▪ Waste discharge regulation schedule 2 activities – all sizes on private land, and small on Crown Land ▪ Waste discharge regulation schedule 1 activities – small ▪ Operational certificates if G-N has no outstanding concerns with the plan 	<ul style="list-style-type: none"> ▪ Hazardous Waste facility approval on Crown Land under EA threshold ▪ Waste Discharge Regulation Schedule 2 activities – large on Crown Land ▪ Waste Discharge Regulation Schedule 1 activities³ – large ▪ Operational certificates if outstanding G-N concerns with the plan <p>³Refers to the Waste Discharge Regulation of the Environmental Management Act. Can be viewed online at: http://www.bclaws.ca/Recon/document/id/freeside/50_320_2004</p>	<ul style="list-style-type: none"> ▪ Hazardous Waste facility approvals on Crown Land exceeding the major projects threshold under the EA ▪ Solid and Liquid Waste Management Plans 	

Integrated Pest Management Act	<ul style="list-style-type: none"> Operational certificates if G-N has no outstanding concerns with the plan 	<ul style="list-style-type: none"> Five-year Forest Pest Management plans (vegetation management / insect outbreaks) Vegetation Management of Rights-of-Ways with public access Operational certificates if outstanding G-N concerns with the plan 		
PARKS & PROTECTED AREAS: <i>Parks Act & Protected Areas of British Columbia Act</i>	<ul style="list-style-type: none"> Park Use Permit Replacements with no changes 	<ul style="list-style-type: none"> Interpretive sites, recreation sites and recreation trails Land Act and Park Act authorizations for small site permits - campsites, storage sites, helipads New Adventure Tourism tenures Park Use Permits that are compatible with applicable Park Management Plans 	<ul style="list-style-type: none"> New Tourism Resorts (including fishing lodges), or significant expansion of existing resorts 	
MINISTRY OF ENERGY, MINES & LOW CARBON INNOVATION				
MINES & MINERAL EXPLORATIONS: Mines Act, Mineral Tenure Act Coal Act	<ul style="list-style-type: none"> Extending the term of a permit by up to 2 years Conducting induced polarization (IP) surveys where an exploration permit is already held IP surveys and exploration drilling in the area permitted for disturbance of an operating, producing mine, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence). Activities with small new ground disturbance or effect on the uses, including exploration activities – temporary work 	<ul style="list-style-type: none"> Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, drilling, trenching or test pitting with or without explosives, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc.) and excluding temporary work camps and helicopter-supported drilling Reopening of existing roads or trails within or to the mineral property Underground exploration with no new surface dumps or with small area dumps 	<ul style="list-style-type: none"> Activities with potential for significant new ground disturbance or effects on other uses, including: new permanent or long term access development associated with advanced exploration with over 10 km in length including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc. Bulk samples greater than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal New placer operations with production of 200,000 tonnes to 500,000 tonnes of paydirt per year 	<ul style="list-style-type: none"> Life of significant mining projects (e.g. amendments, closure plans as well as the development phase).

	<ul style="list-style-type: none"> camps, helicopter supported drilling ▪ Mineral exploration, placer or construction aggregate on private land unless effects extend onto Crown Land ▪ Date Extension of Notice of Work (NoW) permits ▪ Date Extension of leases (mineral, placer, coal) ▪ Deemed Authorizations are excluded from all Consultation Levels 	<ul style="list-style-type: none"> ▪ Mineral exploration, placer or construction aggregate on Crown land ▪ New dimension stone quarries ▪ Existing and new under 200,000 tonnes of paydirt per year placer mining operations ▪ Helicopter support drilling requiring 50 m3 of timber cutting ▪ Coal licence and lease applications ▪ Mining and placer lease applications ▪ Bulk sample less than 1,000 tonnes of mineralized rock. Or 5,000 tonnes of coal 		
BRITISH COLUMBIA MINISTRY OF AGRICULTURE				
MARINE PLANT HARVESTING: BC Fish and Seafood Act		<ul style="list-style-type: none"> ▪ Wild Aquatic Plant Harvesting licences ▪ Aquatic Plant Culture licences 		
OTHER				
Other activities not listed by Acts	<p>Other application that typically include:</p> <ul style="list-style-type: none"> ▪ minor amendments to existing tenures; ▪ small scale operational level plans and permits; ▪ temporary and/or small structures; ▪ short term activities; ▪ investigative permits; ▪ authorizations related to access. 	<p>Other application that typically include:</p> <ul style="list-style-type: none"> ▪ tenures for new mid-scale operational activities; ▪ major amendments to existing tenures; ▪ mid-scale industrial activities; ▪ mid-scale non-temporary structures; or ▪ activities associated with landscape level planning. 	<p>Other decisions that are typically:</p> <ul style="list-style-type: none"> ▪ are strategic in nature; can be administrative; ▪ associated with significant new developments or multi-permit projects; ▪ expected to result in significant site disturbance; ▪ tenures for major operational activities; ▪ associated with regional scale planning; or ▪ that may have large, permanent impacts. 	<p>Refer to section 8.1 of this agreement regarding applicability of a Special Engagement process.</p>