

GOVERNMENT TO GOVERNMENT AGREEMENT

This Agreement is dated for reference the 31 day of March, 2017.

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation.

(the “Province”)

AND:

Halfway River First Nation, a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C. 1985, c. I-5, as represented by its Chief and Council

(the “HRFN”)

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

WHEREAS

- a) HRFN is an adherent to Treaty No. 8 and has rights which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- b) HRFN has identified its preferred territory as situated in a region of the Province which may be impacted by natural resource development activities during the term of this Agreement;
- c) The Parties wish to affirm their mutual commitment to build an enduring, long term and respectful government-to-government relationship based on principles of mutual respect, recognition and cooperation; and
- d) The Parties seek to establish a process for ongoing reconciliation with respect to HRFN Treaty Rights that may be impacted by proposed activities that fall within provincial jurisdiction, without prejudice to each Party’s interpretation of Treaty No. 8;

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THE PARTIES AGREE AS FOLLOWS:

PART 1 – DEFINITIONS

1.1 **Defined Terms** In this Agreement:

“Activity or Activities” subject to Part 7A of Schedule 6, means proposed land and resource activities in the HRFN Agreement Area:

- a) set out in an Application, or group of related Applications received by a Provincial Agency, which may have adverse impacts on HRFN Treaty Rights; or
- b) contemplated by a Provincial Agency, including strategic level decisions such as a high level decision or planning process, which may have or could lead to adverse impacts on HRFN Treaty Rights; or
- c) agreed to by the Parties.

“Agreement” means this Government to Government Agreement entered into between HRFN and the Province, as amended from time to time in accordance with its terms;

“Annual Payment” has the meaning defined in Schedule 1 (EBPS);

“Applicant” means any person, corporation, society, or entity, including the Province and any agent of the Province, that makes an Application, and, on the approval and implementation of the Engagement Process, “Applicant” will have the meaning defined in Schedule 6 (Engagement Process);

“Application” or **“Applications”** subject to Part 7A of Schedule 6, means an application in respect of an Activity that is submitted to a Provincial Agency for Decision, including the application document, any material for an amendment, renewal or replacement approval, and all available supporting material submitted by the Applicant;

“Business Day” means any day other than Saturday, Sunday, National Aboriginal Day, statutory holidays and December 15th to January 1st;

“Decision” or **“Decisions”** subject to Part 7A Schedule 6, means a decision with respect to an Application or an Activity;

“Dispute” means any disagreement regarding the interpretation or implementation of this Agreement, but does not include disagreements related to an Application to which an Issue Resolution Process applies;

“Dispute Resolution” means the processes by which the Parties will seek to resolve a Dispute as set out in Part 12;

“EBPS” means the economic benefits payment structure attached as Schedule 1 (EBPS);

“Effective Date of the Agreement” means the date on which the Parties have completed all necessary actions, have obtained all necessary approvals and have respectively signed the Agreement;

“Engagement Process” means the process(es), with the purposes set out in Part 2 and objectives as established by the Parties under Schedule 6, Part 2;

“Equity Payment” has the meaning defined in Schedule 1 (EBPS);

“Fiscal Year” means a period beginning on April 1st of a calendar year and ending on March 31st of the next calendar year;

“Forest Act” means the *Forest Act*, RSBC 1996 c.157, as amended from time to time;

“G2G Executive” consists of the representatives identified in section 3.5 and has the responsibilities set out in section 3.6;

“G2G Working Group” consists of the representatives identified in section 3.7 and has the responsibilities set out in section 3.8;

“G2G Working Group Co-Chairs” means the representatives of HRFN and the Province selected to be co-chairs of the G2G Working Group;

“Game Management Zone” means a grouping of management units based on geographical, ecological and access criteria;

“HRFN Agreement Area” means the area outlined in red on Map 1 in Schedule 2;

“HRFN Community Area” means the area shown on Map 3 in Schedule 2;

“HRFN Members” means members of HRFN who appear or are entitled to appear on HRFN’s membership list;

“HRFN Treaty Rights” means the rights of the HRFN as an adherent to Treaty No. 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Identified Areas” means the areas shown on Map 4 in Schedule 2 and other significant areas as the Parties may agree under section 8.1 vi.;

“Issue Resolution Process” has the meaning defined in Schedule 6 (Engagement Process);

“Land Act” means the *Land Act*, RSBC 1996, c.245, as amended from time to time;

“Land Measures” means the agreements, tenures and measures as contemplated in Part 7 and 8;

“Legal Proceeding” means an action, cause of action, suit, claim, originating application, injunction application, arbitration or judicial review application;

“Management Unit” means a specific and legally designated land area denoted by the Initials M.U. and a hyphenated number e.g. M.U. 7-34 (B.C. Reg.64/96);

“Moose Management Framework” or “MMF” means the framework developed by the

WWG pursuant to Schedule 3, Part 5;

“Notice of Dispute” means a notice to commence dispute resolution provided in accordance with section 12.4;

“Oil & Gas Consultation Agreement” means the agreement entered into between HRFN and the Province on April 5, 2013 with respect to consultation on oil & gas activities, as amended from time to time in accordance with its terms;

“Other Agreements” means the agreements identified in Part 9;

“PNG Act” means the *Petroleum and Natural Gas Act*, RSBC 1996, c.361, as amended from time to time;

“Provincial Agency” means the Ministry of Forests, Lands and Natural Resource Operations, the Ministry of Environment and the Ministry of Energy and Mines that are subject to the Engagement Process in Schedule 6;

“Regional Coal Agreement” means the agreement entered into between HRFN and the Province on September 30, 2015, with respect to consultation on coal activities as amended from time to time in accordance with its terms;

“Shared Decision Making Process” means the process described in Schedule 6 (*Engagement Process*);

“Social and Economic Working Group” means the working group to be established by the Parties pursuant to section 10.1;

“Statutory Decision Maker” means the person or entity authorized under provincial legislation to make decisions regarding an Application or an Activity;

“Tsaa Nuna” means the area shown on Map 2 in Schedule 2;

“Trust” means a trust to be established by the HRFN pursuant to Schedule 1 (EBPS);

“Wildlife Measures” means the measures contemplated in Schedule 3, Part 5; and

“Wildlife Working Group” or **“WWG”** means the working group established by the Parties pursuant to section 11.3.

1.2 The following Schedules are attached to and form part of this Agreement:

- Schedule 1 – EBPS
 - Appendix 1A: Calculation of Quarterly Annual Payments
 - Appendix 1B: Maximum Payable by BC in a Fiscal Year
 - Appendix 1C: Forecasting BC Final Domestic Demand Implicit Price Index
 - Appendix 1D: Economic Benefit Map
- Schedule 2 – Maps
 - Map 1.
 - Map 2. Tsaa Nuna (CP 212)

- Map 3. HRFN Community Area
- Map 4. Identified Areas
- Schedule 3 – HRFN/Province Wildlife Working Group
- Schedule 4 – Process Guidance for Land Measure Recommendations
- Schedule 5 – Tsaa Nuna Planning Process
- Schedule 6 – Engagement Process

PART 2- PURPOSE AND PRINCIPLES

2.1 The purposes of this Agreement are to:

- a) foster an enduring and respectful government-to-government relationship;
- b) facilitate meaningful engagement and, if appropriate, accommodation with respect to land and resource decisions within the HRFN Agreement Area that may potentially adversely impact HRFN Treaty Rights;
- c) facilitate reconciliation by balancing the protection and maintenance of HRFN Treaty Rights with the development of land and natural resources in the HRFN Agreement Area;
- d) foster HRFN's participation in the economic opportunities associated with the development of land and natural resources in the HRFN Agreement Area, including through resource revenue sharing;
- e) provide opportunities for HRFN to have a meaningful role in the development of land and natural resources in the HRFN Agreement Area;
- f) establish a strategic and coordinated approach to land and resource development within the HRFN Agreement Area in relation to HRFN Treaty Rights, through implementation of the Agreement;
- g) support the Parties' shared objective of improving the social and economic well-being of the HRFN community and its members;
- h) support the Parties' shared objective of collaborating on wildlife management;
- i) establish and implement an efficient, effective, and meaningful approach to engagement that:
 - i. will inform efforts to balance the development of lands and resources and opportunities for the exercise of HRFN Treaty Rights;
 - ii. provides for discussion of strategic issues at a government-to-government

level;

- iii. will facilitate the Province's fulfilment of its legal obligation to consult, and where appropriate accommodate, in respect of Decisions that may potentially adversely impact HRFN Treaty Rights;
- iv. is systematic, transparent, and adaptable to the needs of specific circumstances;
- v. optimizes the use of HRFN and provincial engagement resources;
- vi. integrates and functions consistently with any other agreements that may be negotiated between HRFN and the Province;
- vii. is co-ordinated across sectors; and
- viii. is guided by the objectives set out in the engagement process set out in Part 4.

PART 3 – GOVERNMENT-TO-GOVERNMENT (G2G) STRUCTURE

- 3.1 Chief-to-Ministers meetings will be held between HRFN Chief and Council and the Minister of the Ministry of Aboriginal Relations and Reconciliation and Ministers representing the natural resource ministries and agencies.
- 3.2 The responsibilities of the Chief-to-Ministers meetings will be:
 - a) as soon as practicable following the first anniversary of the agreement, and annually thereafter, HRFN Chief and Council and the Minister of the Ministry of Aboriginal Relations and Reconciliation will meet to discuss the progress of the government-to-government relationship set out in the Agreement and other issues as may be identified and agreed to by the Parties; and
 - b) as soon as practicable following the third anniversary of the Agreement, and each third year thereafter, the Province will undertake to convene a multi-ministry meeting of Ministers representing the natural resource ministries and agencies with HRFN Chief and Council for the purpose of discussing the progress of the government-to-government relationship set out in the Agreement, and other issues as may be identified and agreed to by the Parties.
- 3.3 The Parties agree to create a meaningful, effective G2G governance structure to:
 - a) support senior level discussion of strategic stewardship and policy issues;
 - b) facilitate efficient and effective consultation;

- c) monitor the impact of resource development on HRFN Treaty Rights on an ongoing basis; and
 - d) facilitate the resolution of any misunderstandings or disputes arising from this Agreement.
- 3.4 The G2G governance structure is comprised of the G2G Executive and the G2G Working Group, who will continue to build the government-to-government relationship envisioned by the Parties.
- 3.5 The G2G Executive will consist of at least two HRFN representatives, at least one of whom will be a member of HRFN Chief and Council, and at least two provincial representatives one of whom will be drawn from Assistant Deputy Ministers and the other from the Strategic Leadership level.
- 3.6 The responsibilities of the G2G Executive will be:
 - a) overseeing the Agreement;
 - b) facilitating Dispute Resolution;
 - c) identifying and attempting to resolve strategic-level government-to-government issues;
 - d) approving or seeking approval for amendments to Schedule 6 Engagement Process;
 - e) engaging with respect to strategic level issues related to land and stewardship;
 - f) approving the terms of reference for the G2G Working Group as appropriate; and
 - g) meeting at least once a year or as necessary to carry out its responsibilities.
- 3.7 The G2G Working Group will consist of a minimum of two HRFN representatives, at least one of whom will be drawn from HRFN senior managers, and a minimum of two Provincial representatives who will be drawn from provincial senior managers or directors from Ministry of Aboriginal Relations and Reconciliation and natural resource sector ministries and each Party will appoint a G2G Working Group Co-Chair.
- 3.8 The responsibilities of the G2G Working Group will include:
 - a) agreement implementation oversight;
 - b) identifying any working groups required to support implementation of the Agreement and assigning projects or tasks to working groups as appropriate;

- c) discussion of land and stewardship topics;
 - d) an awareness of and a consideration of information related to the assessment of impacts of resource development on HRFN Treaty Rights;
 - e) undertaking periodic reviews of the objectives of the Agreement and making recommendations with respect to amendments, as needed; and
 - f) providing accountability for the work needed to meet the objectives of the Agreement.
- 3.9 The Parties agree that from time to time other HRFN, or provincial ministry or agency representatives may be invited to attend G2G meetings to support discussions pertaining to strategic issues or agenda items.
- 3.10 The Parties agree that the G2G Working Group will meet as often as reasonably necessary during the implementation phase of the Agreement and at least once per calendar year thereafter.
- 3.11 Nothing in the Agreement will prevent the Parties from agreeing to other government-to-government meetings, as may be desirable or necessary in the circumstances.

PART 4 - ENGAGEMENT PROCESS

- 4.1 Prior to the implementation of the Engagement Process, Applications subject to a Decision that may adversely affect the HRFN Treaty Rights will be referred to the HRFN for consultation in accordance with the following interim consultation steps:
- a) the Province will provide the HRFN with advance written notification of the proposed activity, together with all relevant information about the proposed activity;
 - b) the Province will provide a reasonable period of time for the HRFN to prepare its views on the proposed activity;
 - c) the Province will provide a reasonable opportunity for the HRFN to present its views as to the potential adverse impacts on the exercise of any HRFN Treaty Rights;
 - d) the HRFN may make recommendations as to how any such impact may be avoided, mitigated, minimized or otherwise accommodated (other than by financial compensation);
 - e) the Province will ensure the Parties have a reasonable opportunity to discuss the views and attempt to resolve any concerns;

- f) the Province will undertake a full and fair consideration of any views presented by the HRFN;
 - g) in the absence of a presentation of views by the HRFN within a reasonable period of time, the Province will undertake a full and fair consideration of all relevant information available to the relevant Provincial Agency respecting how to avoid, mitigate, minimize or otherwise accommodate (other than by financial compensation) any potential adverse impacts on the exercise of any of HRFN Treaty Rights; and
 - h) the Province will notify the HRFN of the Decision , and upon request, will explain how the views presented by HRFN were addressed.
- 4.2 Until the Parties implement the Engagement Process, established under Schedule 6 references in this Agreement to the Engagement Process will mean the process set out in section 4.1.

PART 5 - ECONOMIC BENEFITS, REVENUE-SHARING, AND CAPACITY FUNDING

- 5.1 Subject to section 5.2, the terms and conditions set out in this Agreement, and the HRFN being in material compliance with its obligations under the EBPS and Part 13 (Acknowledgments and Covenants), and participating in the Engagement Process, when such funding otherwise becomes payable, the Province will provide HRFN with the following funding for or in respect of:
- a) economic benefits or revenue sharing:
 - i. Equity Payment as described and in accordance with the terms and conditions set out in the EBPS in Schedule 1; and
 - ii. Annual Payments as described and in accordance with the terms and conditions set out in the EBPS in Schedule 1.
 - b) capacity funding for participation in the implementation of this Agreement, including the Engagement Process and G2G structure;
 - i. \$1,000,000 for the term of the agreement, to be paid annually in the following amounts:
 - a. for each of the 2016/17, 2017/18 and 2018/19 Fiscal Years, an annual amount of \$200,000; and
 - b. for each of 2019/20, 2020/21, 2021/22, 2022/23 Fiscal Years an annual amount of \$100,000;

- ii. the 2016/17 capacity funding payment under sub clause (b)(i) of this section will be payable within 30 Business Days following the Effective Date of the Agreement and thereafter, subsequent payments will be payable annually for each Fiscal Year within 30 Business Days of the anniversary of the Effective Date of the Agreement.
- 5.2 Notwithstanding any other provision of this Agreement, the payment of any monies by the Province under this Agreement is subject to the appropriation of funds by the Legislative Assembly of British Columbia, and to Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any such appropriation.

PART 6 - CONDITIONS PRECEDENT TO THE RECOMMENDATION OF LAND AND WILDLIFE MEASURES

- 6.1 The Parties acknowledge that other First Nations and third party interests exist throughout the HRFN Agreement Area and that the consideration and any recommendation regarding the Land Measures and Wildlife Measures will be informed by the following:
 - a) consultation with other First Nations;
 - b) consultation with affected third parties; and
 - c) where required, public consultation.
- 6.2 A Land Measure and Wildlife Measure may not be recommended, approved or implemented if, individually or cumulatively, it would result in financial compensation liabilities being created for the Province including but not limited to claims for compensation by third parties for takings of an interest in land or resources held by any such third party unless agreed to by the Parties and the Province has obtained the necessary mandate.
- 6.3 The Parties will consult, either separately or together, with any third party potentially affected by a Land Measure and Wildlife Measure, with the goal of addressing impacts to the third party's interests as appropriate.
- 6.4 Any recommendation to enter into, issue, establish or implement a Land Measure or Wildlife Measure will be subject to the guidance provided in Schedules 3, 4 and 5 and approval by the appropriate authorities as required by the applicable legislation or policy, including without limitation Statutory Decision Maker, Ministerial, Cabinet, Treasury Board, or the Provincial Legislature.

PART 7 – TSAA NUNA (CP 212)

- 7.1 Tsaa Nuna is an area of special and continuing cultural significance for the practice of

traditional activities by HRFN.

- 7.2 Tsaa Nuna is an area of high natural resource value.
- 7.3 The Parties acknowledge that the provisions of this Part, including the recommendations under section 7.5, are intended to balance conservation and maintenance of the natural and heritage resources within Tsaa Nuna with the recovery of high value natural gas underlying that area in a manner consistent with the Parties' recognition that Tsaa Nuna is a high value traditional use area and will continue to be in the long term.

Conservancy

- 7.4 Within six months of the Effective Date of the Agreement or such other time as the Parties may agree, the G2G Working Group will jointly recommend that the Province establish a Conservancy under the *Protected Areas of British Columbia Act* over the area identified on Map 2 in Schedule 2.
- 7.5 Within 24 months following the establishment of the Conservancy or such other time as the Parties may agree the Parties will attempt to develop recommendations in relation to the surface activities and developments within Tsaa Nuna that would enable the recovery of petroleum and natural gas resources underlying Tsaa Nuna, according to the process set out in Schedule 5.
- 7.6 The Parties acknowledge that the lands within Tsaa Nuna are currently subject to a withdrawal from disposition under section 16 of the *Land Act* and a ten-year policy restriction on the disposition of new oil and gas tenures in the form of a Resource Review Area.
- 7.7 The Parties agree that the establishment of a Conservancy would include the cancelation of the withdrawal from disposition under section 16 of the *Land Act* for, and the removal from the Resource Review Area of, any area of Tsaa Nuna established as a Conservancy.
- 7.8 The Parties agree that the measures that would be undertaken to implement the recommendations developed under section 7.5 would include the cancelation or amendment of the aforementioned withdrawal and Resource Review Area as necessary to implement the recommendations for the area of Tsaa Nuna not established as a Conservancy and shown as "Area 2" on Map 2 in Schedule 2.

PART 8 – IDENTIFIED AREAS

- 8.1 The G2G Working Group will develop recommendations in respect to Identified Areas including:
- a) for the application of management practices, protection measures and management tools to address wildlife habitat, environmental and HRFN heritage values, thereby supporting the maintenance of traditional uses and cultural values in and for the following areas:

- i. Hackney Hills;
 - ii. Crying Girl Prairie;
 - iii. Chowade Valley;
 - iv. Cameron Valley;
 - v. Cypress Valley; and
 - vi. Other significant areas as the Parties may agree.
 - b) for a watershed management plan, or other comparable mechanism to address water values specific to the Halfway River Watershed, including values such as water quality, fish habitat and abundance, flood and sedimentation control, wildlife habitat and other values.
- 8.2 The Land Measures Working Group will develop recommendations under section 8.1 in accordance with Schedule 4 within two years of the Effective Date of the Agreement or such other time as the Parties may agree.

PART 9 – OTHER AGREEMENTS

- 9.1 The Parties may enter into a Forest and Range Consultation and Revenue Sharing Agreement for the purpose of forestry revenue sharing, which subject to Treasury Board approval may provide for the HRFN receiving a proportionate share of 3% of stumpage, waste and annual rent revenues derived from Forest Districts that overlap with the HRFN Agreement Area, without prejudice to the Parties' positions on the regarding the location of the western boundary of the geographic area of Treaty No. 8.
- 9.2 Upon request by the HRFN, the Province will provide up to \$50,000 for the HRFN to undertake a carbon offset feasibility project within the HRFN Agreement Area. The Parties will explore and make reasonable efforts to negotiate and enter into an Atmospheric Benefits Sharing Agreement that is substantially consistent with other such agreements in British Columbia.
- 9.3 The Parties may enter into revenue sharing and related agreements in respect of clean energy projects, pursuant to the *Clean Energy Act* and the *First Nations Clean Energy Business Fund Regulation*, or related provincial policies on clean energy.

PART 10 - SOCIAL AND ECONOMIC WORKING GROUP

- 10.1 The Parties agree to establish and maintain an enduring Social and Economic Working Group, with a mandate to work together to:
- a) improve community well-being, development and sustainability;

- b) connect HRFN with provincial programs and initiatives that can contribute to community well-being, development and sustainability; and
 - c) pursue other related goals as defined by the Social and Economic Working Group , or directed by the Parties.
- 10.2 Within 120 Business Days following the Effective Date of the Agreement, the Parties agree to convene the initial meeting of the Social and Economic Working Group to begin the development of terms of reference, work plan and project specific activities. The terms of reference will include:
- a) a more specific statement of the vision, objectives and scope of the Social and Economic Working Group ;
 - b) a description of the Social and Economic Working Group structure:
 - i. reporting structure and work plan approval process;
 - ii. membership consisting of one or more representative from the HRFN and up to three representatives from the Province;
 - c) agenda development;
 - d) meeting schedule and locations with meetings to be held in Fort St. John unless otherwise agreed by the Parties, with at least one meeting per year in the HRFN community;
 - e) a description of the working group deliverables, agendas, work plan, project design and charters; and
 - f) other matters as may be directed by the Parties.

PART 11 – COLLABORATIVE WILDLIFE MANAGEMENT

- 11.1 The Parties acknowledge the significance of healthy, sustainable wildlife populations and the interests of the HRFN to achieve a distribution of wildlife within traditional areas of harvest.
- 11.2 The Parties will seek to develop mutually agreeable approaches to wildlife management that will support shared interests in wildlife management and the exercise of HRFN Treaty Rights.

Wildlife Working Group

- 11.3 Upon Effective Date of the Agreement, the Province and HRFN will establish a Wildlife Working Group (WWG as further set out in Schedule 3).
- 11.4 The Parties agree that the initial focus of the WWG will be HRFN involvement in the regional Peace-Liard Moose Management Plan, development of a Moose Management

Framework for the HRFN and development and implementation of the Wildlife Measures referred to in sections 5.1, 5.4 and 5.5 of Schedule 3.

Collaborative Wildlife Management

- 11.5 In conjunction with the Peace-Liard Moose Management Plan (PLMMP), the WWG will seek to develop a Moose Management Framework (MMF), which includes a focus on HRFN's Community Area (Schedule 2, Map 3).
- 11.6 It is the Parties' intention to eventually develop a collaborative management approach for other wildlife species of mutual interest, in addition to moose, based on the learnings and successes of initiatives undertaken by the WWG.
- 11.7 It is the Parties' intention to coordinate approaches developed for wildlife management with other regional and sub-regional processes and initiatives including:
- a) Regional Strategic Environmental Assessment (RSEA) under Liquid Natural Gas Environmental Stewardship Initiative;
 - b) NE Cumulative Effects Assessment; and
 - c) regional and sub-regional land use and wildlife plans, including those wildlife plans developed by other First Nations.
- 11.8 Through collaborative management, the Province and HRFN will seek to ensure that wildlife populations are able to sustain the needs of all users and that wildlife harvest is prioritized based on:
- a) conservation and sustainability;
 - b) First Nations needs with respect to treaty and aboriginal rights;
 - c) harvest opportunities for resident hunters; and
 - d) harvest opportunities for non-resident hunters.
- 11.9 The Province and HRFN acknowledge that moose, and wildlife more generally, are of significant interest to other First Nations therefore the Parties will actively identify and where appropriate, pursue opportunities for collaboration amongst First Nations either separately or together, where other First Nations' interests overlap those of HRFN and the Province.

PART 12 - DISPUTE RESOLUTION

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

- 12.2 The Parties agree that they will endeavour to resolve any Disputes in a co-operative, effective and timely manner in accordance with the provisions of this Part.
- 12.3 For greater certainty, Dispute Resolution under this Part does not apply to any disagreement regarding the interpretation or implementation of the Engagement Process as it applies to a particular Application or Decision, including any disagreement to which an Issue Resolution Process applies, or a decision regarding a particular Application.
- 12.4 If a Dispute occurs a Party may provide to the other Party a Notice of Dispute that sets out the subject matter of the Dispute, summarizes each Parties' perspectives on the issue in Dispute, describes any attempts made to resolve the Dispute, and identifies any proposed options for resolution.
- 12.5 Where a Party has issued a Notice of Dispute, the G2G Working Group Co-Chairs or their designates will meet within 30 Business Days and attempt to resolve the Dispute through unassisted collaborative negotiation.
- 12.6 If the Dispute remains unresolved after the process provided under section 12.5, the G2G Working Group Co-Chairs or their designates may agree to undertake one or more of the following measures in attempt to resolve the Dispute:
- a) non-binding facilitation or mediation, or both, under terms agreeable to both Parties; and
 - b) other Dispute resolution measures as appropriate to the nature of the Dispute and as may be mutually agreeable to the Parties.
- 12.7 If the Dispute remains unresolved after the process provided for in sections 12.5 or following the implementation of any measure that may be agreed to in accordance with section 12.6(a) or (b), the G2G Working Group Co-Chairs or their designates will forward the matter to the G2G Executive to attempt to resolve the Dispute.
- 12.8 With respect to a Dispute that may be grounds for termination, the Parties agree that the process described in section 12.7 must be completed within 30 Business Days of the matter being referred to the G2G Executive.

PART 13 - ACKNOWLEDGEMENTS AND COVENANTS

- 13.1 With the exception of payments that may become due under other agreements between the HRFN and the Province entered into, or pending, and payments pursuant to agreements that the Province typically enters into with First Nations, such as Economic and Community Development Agreements, First Nation Clean Energy Business Fund Revenue-Sharing Agreements, Forest Consultation and Revenue Sharing Agreements, Atmospheric Benefit Sharing Agreements and Natural Gas Pipeline Benefits Agreements. HRFN will not seek any payments from the Province in addition to those provided for under this Agreement with respect to HRFN claims for:
- a) revenue-sharing or economic benefits;
 - b) financial accommodation or compensation for any infringement of HRFN Treaty

Rights alleged to arise from Decisions; or

- c) capacity funding related to implementation of this Agreement, including development of and participation in the Engagement Process and G2G structure
- 13.2 The HRFN will not financially support or participate in any Legal Proceeding against the Province initiated by or in the name of any individual HRFN Members in which such individual HRFN Members may make a claim or raise a defence in a civil proceeding based on an alleged infringement of HRFN Treaty Rights. For greater certainty, this clause does not apply where an individual HRFN Member raises treaty rights as a defence to an alleged regulatory offence.
- 13.3 The HRFN will not unlawfully challenge or impede the right of the Province or a permittee or provincially authorized person, or any of their respective employees, contractors, agents, representatives or invitees, to gain access to the site of a natural resource related activity authorized by a Decision and to carry out any such authorized activities.
- 13.4 The HRFN will take reasonable actions, taking into account cultural or community processes, to help facilitate the resolution of any action that might be taken by any HRFN Member that is inconsistent with the obligations of the HRFN under the Agreement.
- 13.5 The Parties agree that the Engagement Process will constitute the means by which they will fulfill the procedural and information-sharing obligations arising from the duty to consult with the HRFN regarding the potential impact on HRFN Treaty Rights of an Application or Decision. For greater certainty, the HRFN's agreement with the Engagement Process will not, in itself, constitute express or implied consent or agreement to any Application or Decision.
- 13.6 The HRFN, on behalf of itself and HRFN Members:
- a) covenants and agrees that the Engagement Processes will be the consultation and engagement processes that the Parties will follow in relation to all Decisions;
 - b) covenants and agrees not to commence Legal Proceedings during the term of the Agreement in respect of any Decision on the basis that the Province has failed to fulfil procedural aspects of its duty to consult HRFN, except for any potential Legal Proceeding based on a claim of non-adherence to the Engagement Process; and
 - c) releases and discharges the Province from any and all claims that the Province has failed to fulfill procedural aspects of its duty to consult the HRFN in relation to any Application or Decision, except for any potential Legal Proceeding based on a claim of non-adherence to the Engagement Process.
- 13.7 The Parties acknowledge and agree that when established, the Land Measures and Wildlife Measures are treaty reconciliation measures that are part of an ongoing reconciliation process and a component of achieving the strategic approach to land and natural resource development in the HRFN Agreement Area.

- 13.8 The Land Measures and payments under this Agreement do not preclude the Province from considering other avoidance, mitigation or accommodation measures as may be appropriate in the circumstances.

PART 14 – REPRESENTATIONS AND WARRANTIES

- 14.1 The Province represents and warrants that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation on the Province.
- 14.2 The HRFN represents and warrants that:
- a) its band council is a duly elected band council under the *Indian Act*;
 - b) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of HRFN Members;
 - c) it will take all necessary actions including obtaining a band council resolution, and will obtain all necessary community approvals to enter into this Agreement for and on behalf of HRFN Members; and
 - d) this Agreement is a valid and binding obligation on the HRFN.
- 14.3 The HRFN will provide to the Province:
- a) written notice that it has taken all necessary actions and has obtained all necessary community approvals to make this Agreement effective for and on behalf of HRFN Members; and
 - b) a band council resolution confirming (a) above.
- 14.4 Nothing in this Agreement is intended to alter the environmental assessment process under the *Environmental Assessment Act*.
- 14.5 Nothing in this Agreement limits the ability of the Parties to respond to any exceptional circumstances.

PART 15 - TERM AND TERMINATION

- 15.1 This Agreement takes effect on the Effective Date of the Agreement.
- 15.2 The term of this Agreement expires on March 31, 2023 unless the Agreement is terminated or renewed pursuant to its terms, or by further agreement between the Parties.
- 15.3 Notwithstanding the term of this Agreement, the Parties agree that it is their intention to form an enduring government-to-government relationship based on respect, transparency, mutual benefit and reconciliation. If the Parties agree the Agreement has functioned effectively, they will make good faith efforts to renew this Agreement for a

further term or terms on the same or substantially the same terms as this Agreement.

- 15.4 Subject to section 15.5, either Party may terminate this Agreement on the basis of an unresolved Dispute upon 90 Business Days written notice to the other Party, and such notice will set out reasons for the intended termination.
- 15.5 In recognition of the enduring value of a government to government relationship, a Party will not provide a notice to terminate under sections 15.4, 15.6, and 15.7 without first attempting to resolve that Dispute in accordance with the Dispute Resolution provisions.
- 15.6 Subject to section 15.5, the HRFN may, upon 90 Business Days written notice to the Province, terminate this Agreement:
- a) if the oil and gas royalty regime established under the *Petroleum and Natural Gas Act* is eliminated or materially amended, resulting in a material reduction in the amount of the Annual Payments under the EBPS; or
 - b) if the recommendations for Land Measures are not made within the applicable time periods set out in this Agreement, or such other time as the Parties may agree; or
 - c) if Land Measures are not established based upon the Parties' recommendations or if the Land Measures established are cancelled, or amended or varied; or
 - d) if the Wildlife Measures are not established on the basis of the recommendations made under Schedule 3, part 5 or if the Wildlife Measures established are cancelled, amended or varied; or
 - e) if the subsurface resources under Tsaa Nuna were disposed in the absence of, or in a manner that is inconsistent with, the recommendations to be developed in accordance with section 7.5; or
 - f) if any representation or warranty made by the Province in this Agreement is untrue or incorrect; or
 - g) if it is finally determined by a court that the Province is not in material compliance with its obligations under this Agreement; or
 - h) if the Province terminates the Oil and Gas Consultation Agreement.
- 15.7 Subject to section 15.5, the Province may upon 90 Business Days written notice to HRFN terminate this Agreement:
- a) if it is finally determined by a court that the HRFN is not in material compliance with its obligations under this Agreement; or
 - b) if any representation or warranty made by the HRFN in this Agreement is untrue or incorrect; or
 - c) if the HRFN, in its own name or in the name of its Chief acting on behalf of the Band

or its Members, commences any Legal Proceeding against the Province, or activates a proceeding in abeyance, contrary to its covenants in this Agreement; or

d) if HRFN terminates the Oil and Gas Consultation Agreement.

15.8 If this Agreement is terminated:

- a) the Province may recommend the cancellation, amendment or variation of the Land Measures and/or Wildlife Measures, subject to any duty to consult the HRFN prior to making a decision on such a recommendation;
- b) the Province will have no further obligations to the HRFN under this Agreement after the effective date of the termination, other than the payment of any Annual Payment due in accordance with the EBPS up to the date of termination and Part 14 (Representations and Warranties); and
- c) the HRFN will have no further obligations to the Province under this Agreement with the exception of the following:
 - i. the obligations of the HRFN under sections 2.2 and 2.3 of the EBPS in Schedule 1, section 13.6 c, 13.7 and Part 14 (Representations and Warranties).

PART 16 - GENERAL PROVISIONS

- 16.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 16.2 This Agreement does not create, amend, define, affirm, recognize, limit, abrogate, extinguish, replace or derogate from any HRFN Treaty Rights.
- 16.3 Except as expressly set out herein, this Agreement does not limit the position a Party may take in any legal or administrative proceedings or in any discussions or negotiations between the HRFN and the Province.
- 16.4 No partnership, joint venture, agency, fiduciary or employment relationship will be deemed to be created by this Agreement or by any actions of the Parties under this Agreement.
- 16.5 This Agreement does not constitute an admission by the Province that any Decision or authorization has resulted or may result in an unjustified infringement of any HRFN Treaty Rights or that any decision or authorization may result in an unjustified infringement of any HRFN Treaty Rights.
- 16.6 This Agreement will not be interpreted as constituting express or implied HRFN support or approval for any Decision or authorization.
- 16.7 This Agreement will not be interpreted as addressing any HRFN claims for financial compensation for any alleged past infringements or impacts of HRFN Treaty Rights that occurred prior to the Effective Date, or for alleged infringements or impacts on HRFN

Treaty Rights that occur or continue after the term of this Agreement.

- 16.8 This Agreement does not constitute an admission by the Province of any obligation to provide financial compensation, revenue sharing or economic benefits as part of the Province's obligation to consult and, if applicable, accommodate in relation to any decision or authorization.
- 16.9 Nothing in this Agreement obliges the Province to act in a manner that is inconsistent with provincial law, federal law or constitutional law.
- 16.10 Nothing in this Agreement unlawfully interferes with the decision-making authority or jurisdiction of any Party or unlawfully fetters the discretion of any decision-making authority.
- 16.11 Nothing in this Agreement precludes the HRFN from:
- a) continuing to negotiate and implement consultation, revenue and benefits-sharing agreements with Applicants and other governments;
 - b) accessing economic opportunities and benefits, which may be available to HRFN outside of this Agreement; or
 - c) participating in government programs for which HRFN may be eligible.
- 16.12 The Parties acknowledge that each has a different position regarding the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this Agreement is an admission of fact or liability in relation to claims arising with respect to this matter, including the litigation by certain of the Treaty No. 8 First Nations seeking a declaration of the western boundary of Treaty No. 8 in British Columbia. Further, the Parties may negotiate, by mutual agreement, amendments to the Agreement if the western boundary of Treaty No. 8 is finally determined in a binding decision or by agreement between the Parties.
- 16.13 Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, the Province will disclose to the HRFN any final agreement entered into between the Province and another Treaty No. 8 First Nation that deals with the sharing of economic benefits, or resource revenue sharing from resources located in the BC Treaty No. 8 region. If any such agreement would provide additional benefits to the HRFN if applied for by the HRFN, the Parties may, by mutual agreement, review and amend the Agreement accordingly.

PART 17 - NOTICE AND DELIVERY

- 17.1 If any notice or other communication is required to be given by a Party under this Agreement, it will, unless stated otherwise in this Agreement, be made in writing and it will be effectively given by:
- a) personal delivery to the address of the other Party set out below, on the date of delivery;

- b) pre-paid registered mail to the address of the other Party mentioned in this Agreement, on the date the registered mail is delivered; or
- c) facsimile to the facsimile number of the other Party set out in this Agreement, on the date the facsimile is received.

17.2 The address and facsimile numbers are:

- a) For HRFN:

Halfway River First Nation
PO Box 59
Wonowon, BC
V0C 2N0
Fax: (250) 772-5200
Attention: Chief and Council

- b) For the Province:

Ministry of Aboriginal Relations and Reconciliation
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1
Fax: (250) 387-6073
Attention: Assistant Deputy Minister, Negotiations and Regional Operations
Division, MARR

Ministry of Forests, Lands and Natural Resource Operations
PO Box 9320 Stn Prov Govt
Victoria, BC V8W 9M1
Fax: (250) 847-7501
Attention: Assistant Deputy Minister, North Area, Regional Operations Division


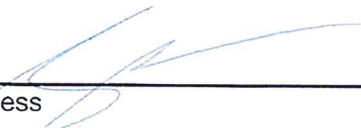
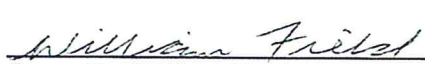
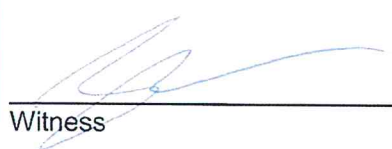




Ministry of Natural Gas Development
PO Box 9320 Stn Prov Govt
Victoria, BC V8W 9B1
Fax: (250) 952-0491
Attention: Assistant Deputy Minister, Upstream Oil and Gas Division

PART 18 – INTERPRETATION AND AMENDMENT

- 18.1 This Agreement will be governed by and construed in accordance with the applicable laws of the Province.
- 18.2 This Agreement, as may be amended from time to time in accordance with its terms, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by HRFN and the Province.
- 18.3 There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.

- 18.4 If any provision of this Agreement is found by a court of competent jurisdiction to be void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement on a replacement for that provision with a view to achieving the intent of the Parties as expressed in this Agreement and, for certainty, if no agreement is reached, HRFN and the Province may agree to refer the matter to Dispute Resolution.
- 18.5 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 18.6 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 18.7 The use of the word “including” does not limit the generality of the preceding term or phrase.
- 18.8 In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments or replacements to that statute or regulation.
- 18.9 No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless such waiver is expressed in writing and signed by the Party giving the waiver.
- 18.10 Any amendment to this Agreement, other than as provided in Schedule 6 (Engagement Process), must be agreed to in writing by the Minister of Aboriginal Relations and Reconciliation, the Minister of Natural Gas Development and the Minister of Forests, Lands and Natural Resource Operations, or their authorized representatives, on behalf of the Province and the Chief and Council of HRFN on behalf of HRFN.
- 18.11 This Agreement may be entered into by the Province and HRFN respectively signing a separate copy of this Agreement, including a photocopy or faxed or scanned copy, and delivering it to the other by fax or electronic mail. Each facsimile or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Halfway River First Nation – British Columbia
Government to Government Agreement

| | |
|---|---|
| Signed on behalf of Halfway River First Nations this <u>29</u> day of <u>March</u> , 2017 by Chief of the Halfway River First Nation | |
|  Chief Darlene Hunter |  Witness |
| Signed on behalf of Halfway River First Nations this <u>29</u> day of <u>March</u> , 2017 by Councillor of the Halfway River First Nation | |
|  Councillor William Field |  Witness |
| Signed on behalf of Halfway River First Nations this <u>29</u> day of <u>March</u> , 2017 by Councillor of the Halfway River First Nation | |
|  Councillor Cynthia Wolter |  Witness |
| Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia this <u>31</u> day of <u>March</u> , 2017 by the Minister of Aboriginal Relations and Reconciliation | |
|  Honourable John Rustad |  Witness |

SCHEDULE 1 – ECONOMIC BENEFITS PAYMENT STRUCTURE

This Schedule consists of:

- Part 1 Defined Terms
- Part 2 A and B Equity Payment
- Part 3 Annual Payments,
- Appendix 1A: Calculation of Quarterly Annual Payments
- Appendix 1B: Maximum Payable by BC in a Fiscal Year
- Appendix 1C: Forecasting BC Final Domestic Demand Implicit Price Index, and
- Appendix 1D: Economic Benefits Map.

Part 1 - Defined Terms

1.1 In this Schedule:

- a) **“Annual Payment”** means an amount, payable by the Province, subject to the provisions of the EBPS, which is the aggregate of the four quarterly payment amounts and the amount of any Annual Payment Reconciliation;
- b) **“Equity Payment”** means the amount, payable by the Province, in accordance with the terms and conditions set out in the EBPS; and
- c) **“Annual Payment Reconciliation”** means the amount calculated in accordance with Appendix 1A of the EBPS for each full Fiscal Year during which the Agreement is in effect.

1.2 Words and expressions not defined in this Schedule but defined in section 1.1 of the Agreement have the meaning defined in that section.

Part 2 - Equity Payment

A. Obligations of the Province

2.1 Subject to section 5.2 of this Agreement, the terms and conditions set out in this Agreement and section 2.2 of this Schedule, the Province will provide an Equity Payment in the sum of \$5,800,000.00 to the HRFN, in two instalments, namely:

- 2.1.1 a first instalment of \$2,900,000, which the Parties acknowledge was paid to HRFN on its direction, by payment in trust to its solicitors and which the Parties agree will be remitted by HRFN to the Trust forthwith on its establishment in accordance with section 2.2 of this Schedule ; and,
- 2.1.2 a second instalment of \$2,900,000, which the Parties acknowledge was paid to HRFN on its direction by payment in trust to its solicitors and which the Parties agree will be remitted by HRFN to the Trust forthwith on its establishment in accordance with section 2.2 of this Schedule.

B. Obligations of Halfway River First Nation

- 2.2 HRFN will establish, prior to or as soon as practical after the signing of the Agreement, and maintain throughout the term of the Agreement, a Trust to receive the Equity Payment and provide to the Province a legal opinion stating that:
- a) the Trust is validly constituted according to the terms of the Agreement;
 - b) the trustees of the Trust are legally capable of accepting rights granted and obligations imposed under the Agreement;
 - c) the Trust may not be collapsed before the fifth anniversary of the Effective Date of the Agreement or the date on which the Agreement has otherwise been terminated; and
 - d) the primary purpose of the Trust is to benefit the membership of the HRFN.
- 2.3 HRFN will repay or will cause the Trust to repay a portion of the Equity Payment, if the Agreement is terminated prior to the fourth anniversary of the Effective Date of the Agreement. This repayment obligation will be 80% of the Equity Payment following the Effective Date of the Agreement and reduced by an amount equal to 20% of the Equity Payment following each anniversary of the Effective Date of the Agreement thereafter.

Part 3 - Annual Payments

- 3.1 Each Annual Payment to be made under this Agreement will be subject to a minimum payment amount as described in section 3.2 of this Schedule, and a maximum payment amount, as described in section 3.8 of this Schedule.
- 3.2 The minimum payment amount of the Annual Payment for a Fiscal Year will be equal to the sum of the four quarterly payments for the Fiscal Year as set out in Appendix 1A, if the Agreement is in effect for the whole of the Fiscal Year.
- 3.3 Subject to section 5.2 of this Agreement and the terms and conditions set out in this Agreement, the Province will provide to HRFN the following funding if, when the Annual Payment for the applicable Quarter otherwise becomes payable, HRFN is in material compliance with its obligations under this EBPS, Part 13 (Acknowledgements and Covenants), and participating in the Engagement Process:
- a) if the Effective Date of the Agreement is more than 30 days after the end of any of Quarter 1, Quarter 2, Quarter 3 or Quarter 4 during Fiscal Year 2015/16 and Quarter 1, Quarter 2 or Quarter 3 during Fiscal Year 2016/17, then with respect to each such Quarter, the amount shown in Appendix 1A for the applicable Quarter, within 30 days following the Effective Date of the Agreement;
 - b) commencing with Fiscal Year 2016/17 Quarter 4 and for each Fiscal Year during the term of the Agreement, the amount shown for the applicable Quarter, within 30 days following the end of the relevant Quarter; and
 - c) commencing with Fiscal Year 2015/16 for each full Fiscal Year during the term of the Agreement, including Fiscal Years 2015/16 and 2016/17, the Annual Payment

Reconciliation amount calculated in accordance with Appendix 1A, within 180 days following the end of the applicable Fiscal Year. For greater certainty, if the Agreement is terminated on or prior to the last day of a Quarter, no partial Annual Payment will be payable for that Quarter.

- 3.4 For greater certainty, within 30 days of the Effective Date of the Agreement, the Province will remit each of the quarterly payment amounts referenced in section 3.3 (a) of this Schedule for the Fiscal Years 2015/16 and 2016/17.
- 3.5 In the event of termination of the Agreement, the payment of Annual Payments in accordance with the formula set out in Appendix 1A are subject to the following rules:
- a) if the Agreement is terminated on or prior to the last day of Quarter 1 of a Fiscal Year, no partial Annual Payment will be payable for that Quarter;
 - b) if the Agreement is terminated on or prior to the last day of Quarter 2 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the “Quarter 1 Annual Payment”;
 - c) if the Agreement is terminated on or prior to the last day of Quarter 3 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the “Quarter 1 Annual Payment” plus the “Quarter 2 Annual Payment”; and,
 - d) if the Agreement is terminated on or prior to the last day of Quarter 4 of a Fiscal Year, the minimum Annual Payment for that Fiscal Year is equal to the “Quarter 1 Annual Payment” plus the “Quarter 2 Annual Payment” plus the “Quarter 3 Annual Payment”.
- 3.6 For each Fiscal Year during the term of this Agreement, when the Annual Payment Reconciliation is provided in accordance with section 3.3 (c), the Province will provide to HRFN a statement setting out the documents, reports, figures and calculations relied upon by the Province to calculate the Annual Payment in accordance with Appendix 1A for that Fiscal Year.
- 3.7 Annual Payment will be subject to adjustment by the Province from time to time on the following basis:
- a) with respect to the calculation of each Annual Payment made by the Province during the term of the Agreement, the value imputed to the variable identified in Appendix 1A as OGRt will, on the basis of available updated information, be reviewed and re-calculated by the Province on one occasion which is six years following the end of that Fiscal Year;
 - b) if the review and re-calculation reveals an overpayment by the Province, the Province will adjust the next occurring Annual Payment to offset the overpayment (and if there is no subsequent Annual Payment, HRFN will repay the amount of the overpayment to the Province); and
 - c) if the review and re-calculation reveals an underpayment by the Province, the Province will adjust the next occurring Annual Payment to compensate for the underpayment (and if there is no subsequent Annual Payment, the Province will

pay to the HRFN the amount of the underpayment).

- 3.8 The Annual Payment for each Fiscal Year made pursuant to Part 3 of this Schedule will be subject to a cap in the amount determined in accordance with Appendix 1B (which amount is subject to adjustment in the manner set out in Appendices 1B and 1C). For clarity, the actual calculations to be made pursuant to Appendix 1A are to be based on actual totals, not the cap. For further clarity, the maximum payment amount for a Fiscal Year is based on the Agreement remaining in effect on the last day of each Quarter of that Fiscal Year; and for illustration purposes, the maximum payment is \$5,000,000.00 (in 2015 dollars).

Appendix 1A: Calculation of Quarterly Annual Payments

Quarter 1 Annual Payment = Q1EBPt = \$300,000

Quarter 2 Annual Payment = Q2EBPt = \$300,000

Quarter 3 Annual Payment = Q3EBPt = \$300,000

Quarter 4 Annual Payment = Q4EBPt = \$300,000

Annual Payment Reconciliation =EBPR

$$= \frac{[(HRP/T8P \times EB1t \times 0.5) + (1/7 \times EB1t \times 0.5)] - (Q1EBPt + Q2EBPt + Q3EBPt + Q4EBPt)}{Q4EBPt}$$

Where:

Q1, Q2, Q3 and Q4 represent the Quarters 1 through 4.

HRP is the Halfway River First Nation population from Indigenous and Northern Affairs Canada (INAC) Population Statistics Report, Indian Registration System, as of December 31st 2014, region British Columbia, Total by Gender, which the Parties agree is 276.

T8P is the sum of populations from INAC Population Statistics Report, Indian Registration System, December 31st 2014, region British Columbia, Total by Gender for Saulteau First Nations, Fort Nelson First Nation, Prophet River First Nation, West Moberly First Nations, Halfway River First Nation, Blueberry River First Nations, and Doig River First Nation, which the Parties agree is 3,542.

t = Fiscal Year for which payment is being made under this agreement.

Specifically:

t = 1 = April 1, 2015 to March 31, 2016

t = 2 = April 1, 2016 to March 31, 2017

t = 3 = April 1, 2017 to March 31, 2018

t = 4 = April 1, 2018 to March 31, 2019

t = 5 = April 1, 2019 to March 31, 2020

t = 6 = April 1, 2020 to March 31, 2021

t = 7 = April 1, 2021 to March 31, 2022

t = 8 = April 1, 2022 to March 31, 2023

$$EB1_t = 3\% \times (OGR_t)$$

Where:

OGR_t = collected provincial royalties, calculated in accordance with, as applicable, the *Petroleum and Natural Gas Royalty and Freehold Production Tax Regulation* and the *Net Profit Royalty Regulation* made pursuant to the *Petroleum and Natural Gas Act*, as either may be amended or replaced from time to time, collected from oil and gas activities within the area set out in Appendix 1D that is bounded by the “British Columbia/Alberta Border”, the “British Columbia Northern Border” and the “Royalty Line”. This variable will be measured by estimates from the Oil Ledger Report and the Gas

Ledger Report as extracted from the Ministry of Finance's Petroleum Royalty Management System (PRMS).

The Parties acknowledge that the methods used to collect and record provincial royalty information, as set out in the EBPS, may change from time to time. In the event of changes to any of these methods, the Province will, as soon as practicable, provide the HRFN with a written statement describing the revised method for collecting and recording the data and the date the revised method comes into effect.

Appendix 1B: Maximum Payable by BC in a Fiscal Year

Annual Payment Ceiling = $EBPC_t = \$5,000,000_{2015\$}$

Where:

t = Fiscal Year for which payments are being made

Specifically:

- t = 1 = April 1, 2015 to March 31, 2016
- t = 2 = April 1, 2016 to March 31, 2017
- t = 3 = April 1, 2017 to March 31, 2018
- t = 4 = April 1, 2018 to March 31, 2019
- t = 5 = April 1, 2019 to March 31, 2020
- t = 6 = April 1, 2020 to March 31, 2021
- t = 7 = April 1, 2021 to March 31, 2022
- t = 8 = April 1, 2022 to March 31, 2023

Note:

For periods t = 1 through to t = 8 inclusive the ceiling value of \$5,000,000 2015\$ will be adjusted annually by changes in annual British Columbia Final Domestic Demand Implicit Price Index (BCFDDIPI) published by Statistics Canada as follows:

Ceiling value in Fiscal Year t = $\$5,000,000 \times [BCFDDIPI_n / BCFDDIPI_{2015}]$

Where: $BCFDDIPI_{2015}$ is the value of BCFDDIPI for the calendar year 2015 published by Statistics Canada, or estimated according to Appendix 1C if not available, at the same time that values for $BCFDDIPI_n$ are published or estimated in accordance with Appendix 1C.

For clarity, BCFDDIPI for calendar year 2015 will apply to Fiscal Year 2015/16. (See Appendix 1C)

Appendix 1C: Forecasting BC Final Domestic Demand Implicit Price Index

British Columbia Final Domestic Demand Implicit Price Index (BCFDDIPI) published by Statistics Canada is available on a time-lagged basis. For the purposes of this agreement the BCFDDIPI estimate for calendar year n will be calculated as follows:

- If a British Columbia estimate of BCFDDIPI is not available, of Year n , and the most recent estimate is for Year $n-1$, then

$$\circ \text{BCFDDIPI}_n = (\text{BCFDDIPI}_{n-1}) \times (\text{BCFDDIPI}_{n-1} / \text{BCFDDIPI}_{n-2})$$

- If a British Columbia estimate of BCFDDIPI is not available, of Year n , and the most recent estimate is for Year $n-2$, then

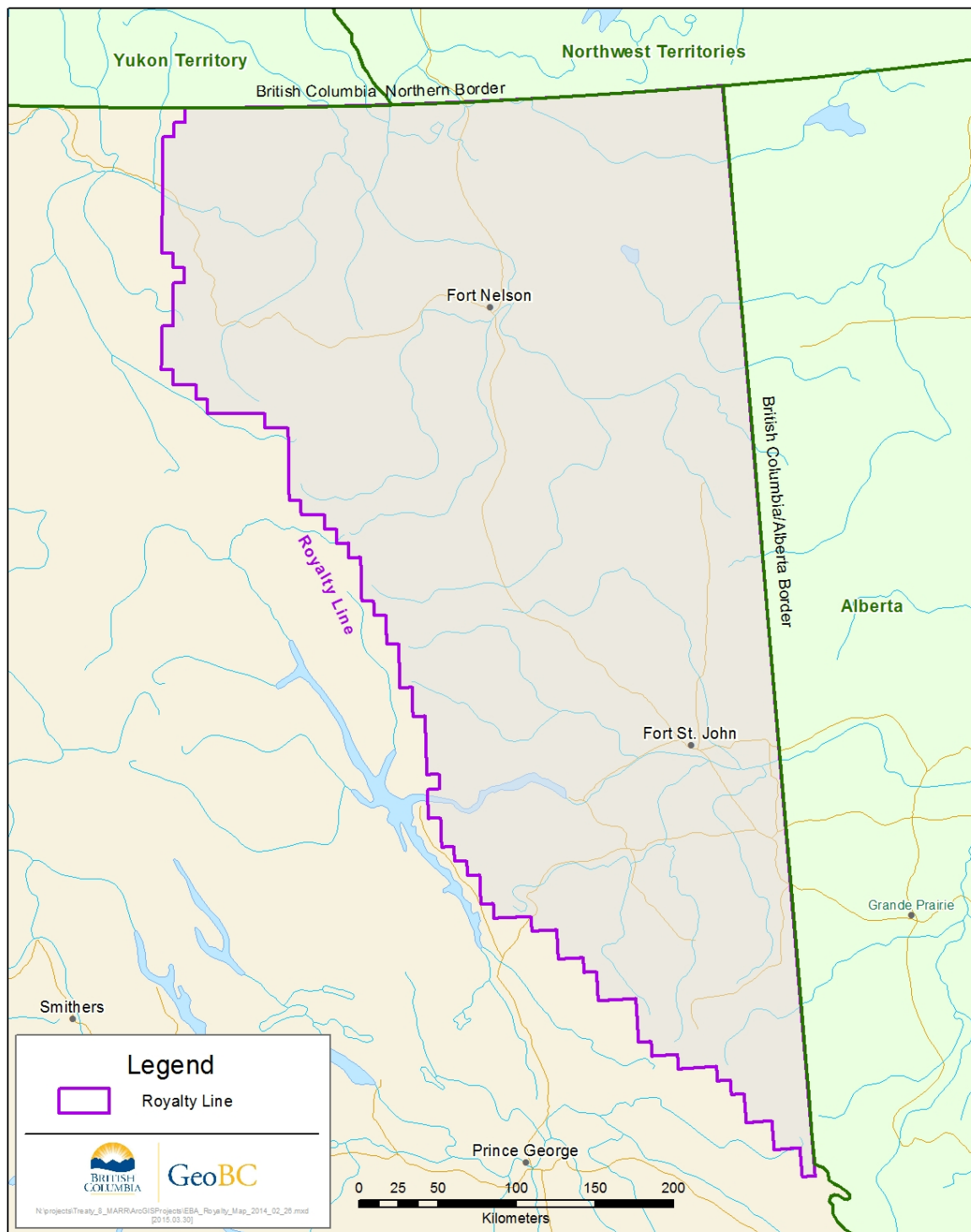
$$\circ \text{BCFDDIPI}_n = (\text{BCFDDIPI}_{n-2}) \times (\text{BCFDDIPI}_{n-2} / \text{BCFDDIPI}_{n-3})^2$$

Where:

| | |
|--|--|
| n=1= Calendar 2015 n=2= Calendar 2016 n=3= Calendar 2017 n=4= Calendar 2018 n=5= Calendar 2019 n=6= Calendar 2020 n=7= Calendar 2021 | n=8= Calendar 2022 n=9= Calendar 2023 |
|--|--|

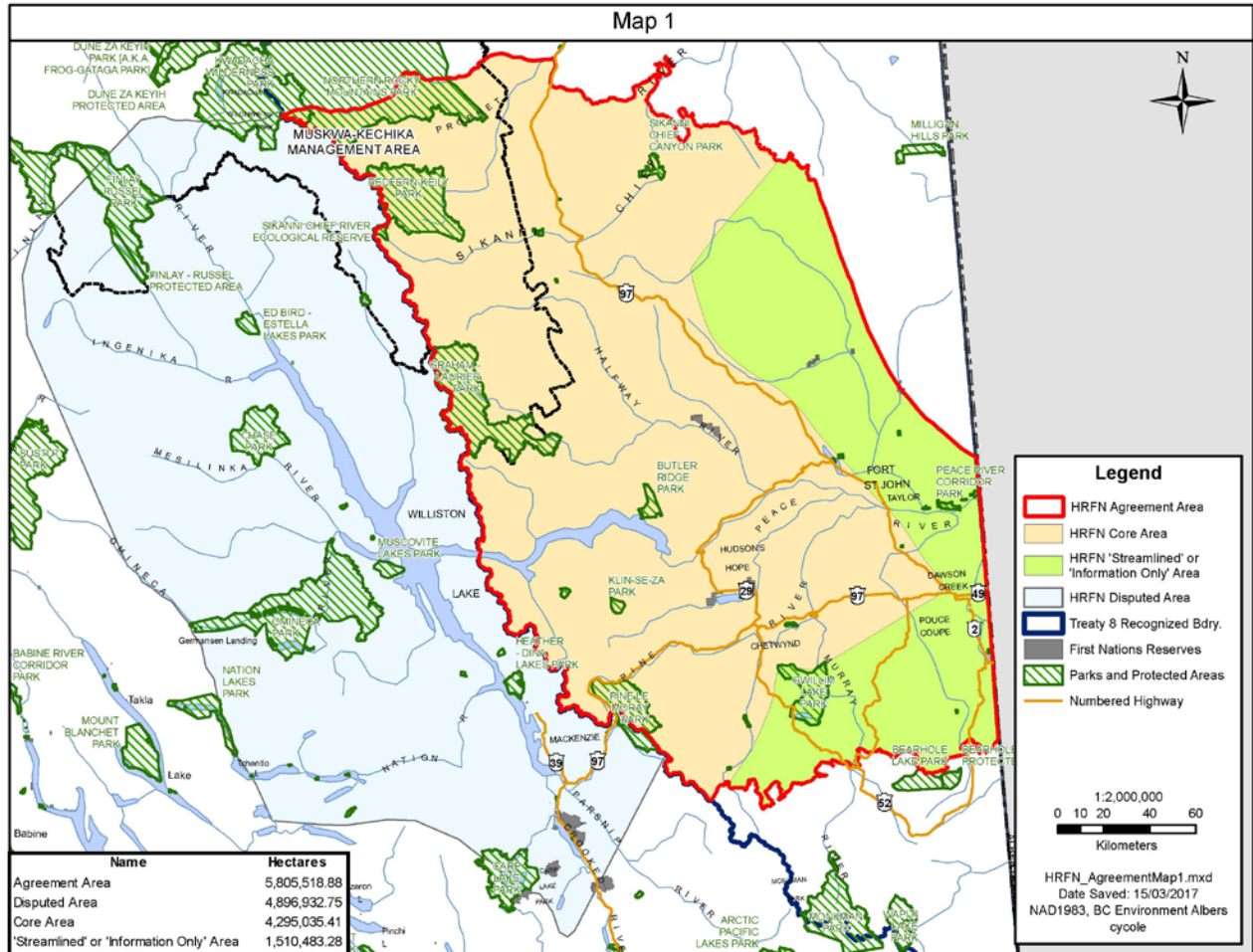
Appendix 1D: Economic Benefits Map

ECONOMIC BENEFITS AGREEMENT

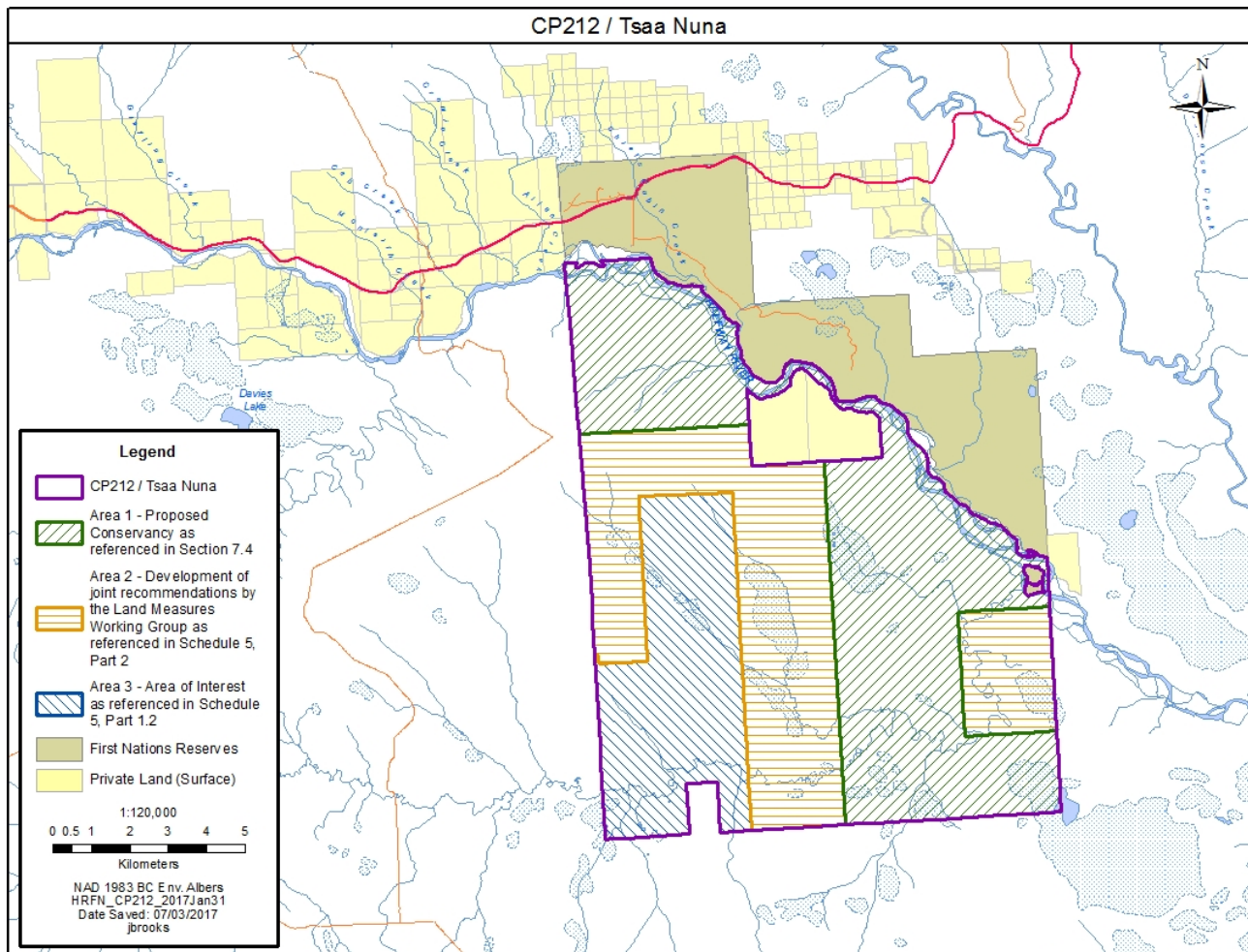


SCHEDULE 2- AGREEMENT MAPS

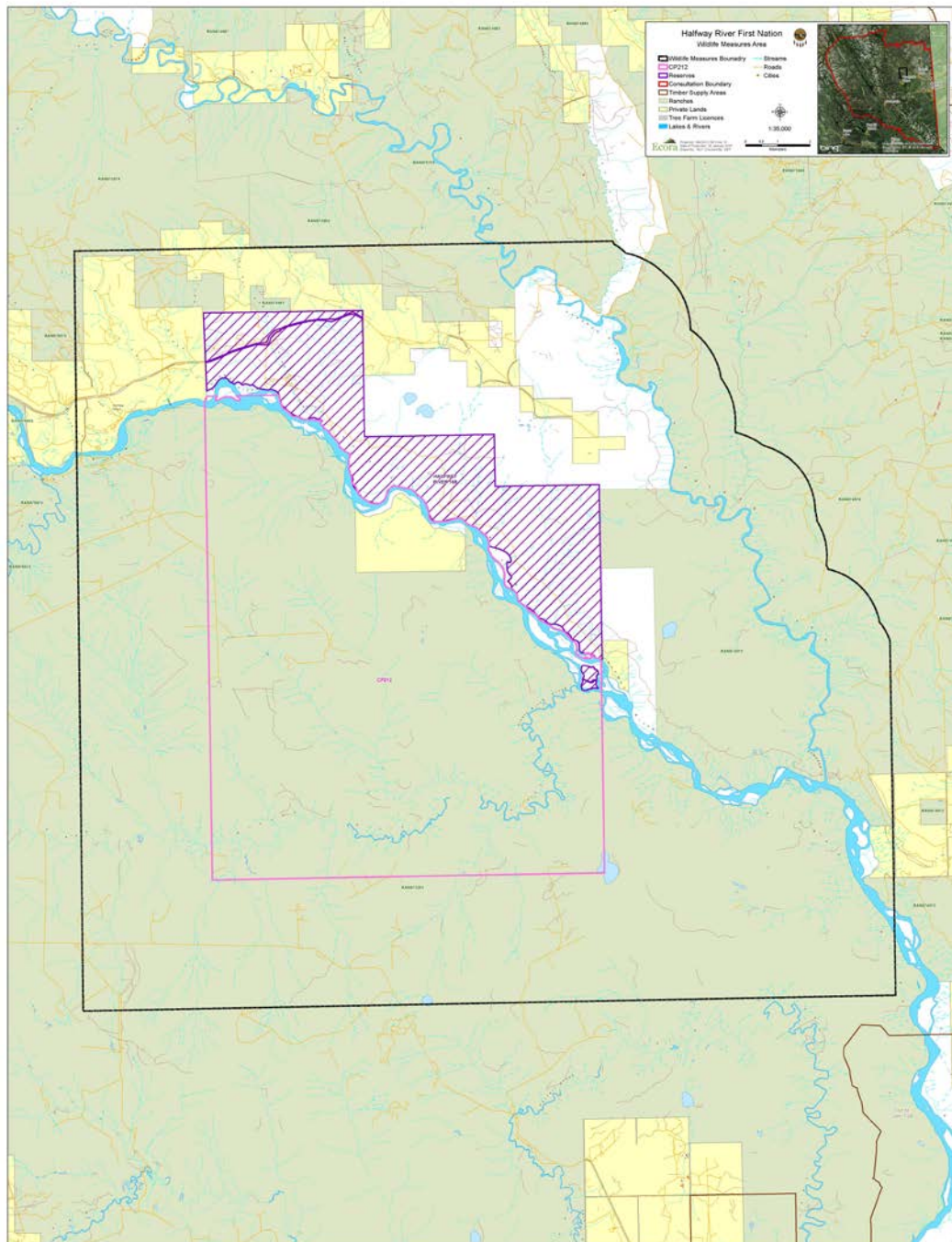
Map 1



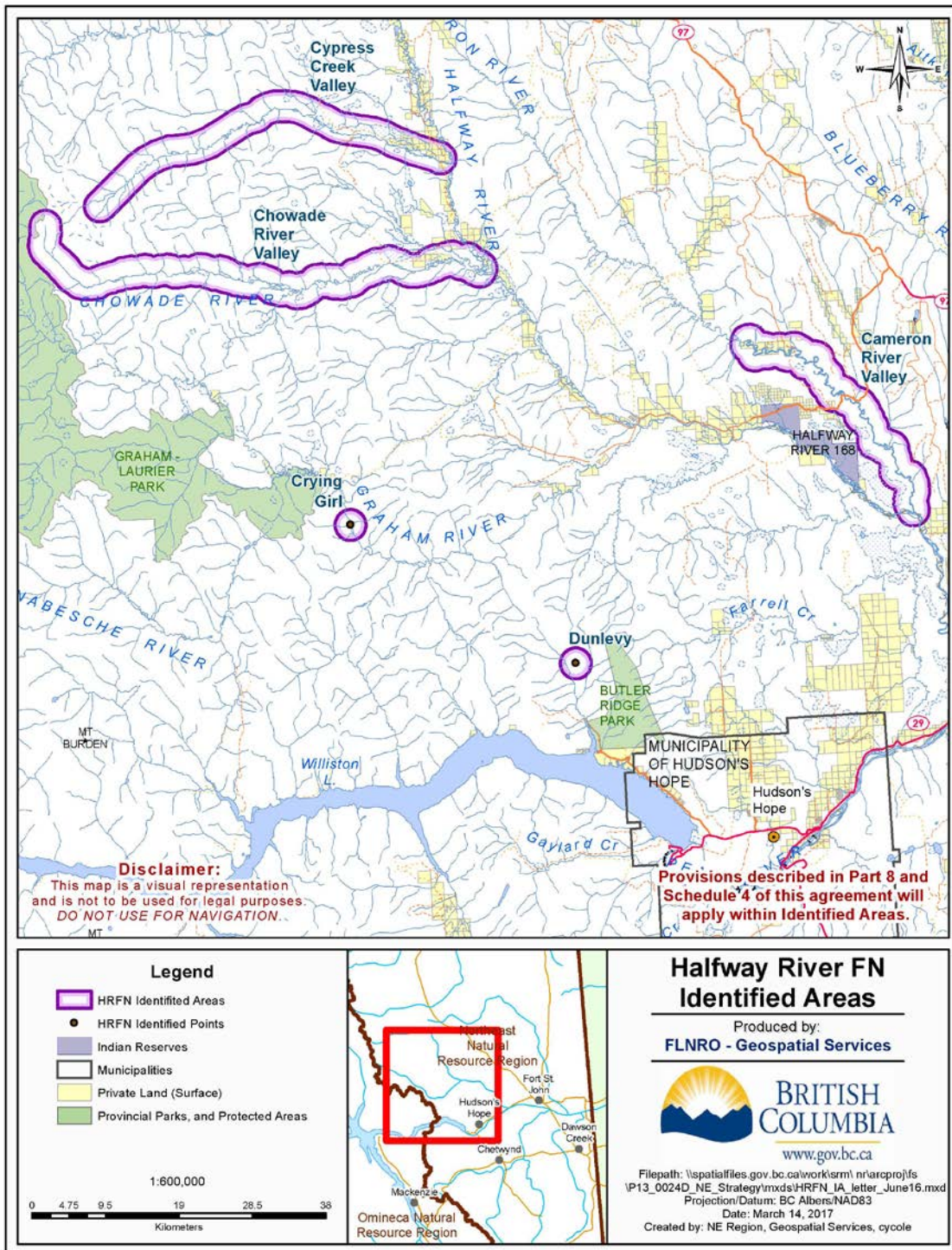
Map 2 Tsaa Nuna (CP212)



Map 3 HRFN Community Area



Map 4 Identified Areas



SCHEDULE 3 – HRFN/PROVINCE WILDLIFE WORKING GROUP

Part 1 - Purpose and Scope

- 1.1 The purpose of the Wildlife Working Group (WWG) is to provide for effective and efficient collaboration between the Parties on matters of mutual interest and to improve the management of wildlife by:
- a) enhancing the Parties' mutual understanding and integration of scientific information and traditional knowledge relevant to maintaining healthy and sustainable wildlife populations within Management Units 7-34, 7-35, 7-43 and 7-44, including distribution within HRFN harvest areas.
 - b) improving wildlife data available for management decisions and habitat protection (e.g. bull distribution during and after the rut, area specific harvest levels, poaching activities, displacement from habitat by cattle and industrial activity, etc.);
 - c) establishing a plan for joint research initiatives that contribute to the on-going collection of scientific information and traditional knowledge;
 - d) establishing mutually agreeable management approaches and initiatives for wildlife that will inform Provincial decisions around wildlife management, including harvest monitoring, allocation decisions, habitat enhancement efforts and regulatory measures; and
- 1.2 The spatial extent of the recommendations and initiatives of the Wildlife Working Group will be focused on Management Units 7-34, 7-35, 7-43 and 7-44.

Part 2 - WWG Composition and Operation

- 2.1 The WWG will include two representatives from each Party, including a trained and experienced biologist from each Party. The WWG will report to the G2G Working Group.
- 2.2 Either Party may invite other representatives or delegates to attend or contribute to meetings or to perform work in support of the WWG.
- 2.3 A Party may replace its WWG representatives from time to time, but will make reasonable efforts to maintain continuity.
- 2.4 In undertaking its work, WWG members will be mindful of the need to:
- a) recognize the limitation of available resources of the other Party;
 - b) be effective and efficient in the conduct of its business; and
 - c) recognize the interests of other First Nations, stakeholders and the public where appropriate.

Part 3 - WWG Meetings and Communication

- 3.1 The WWG may hold in-person meetings in Fort St. John, the community of HRFN, or other mutually agreed to locations.
- 3.2 The WWG may hold meetings by telephone or video conference, where the technology is available, and to do so would not compromise the efficiency and effectiveness of the WWG.
- 3.3 The members of the WWG will work together to identify and achieve common goals and objectives, and will conduct themselves and communicate in the spirit of collaboration and mutual respect.
- 3.4 The decisions and recommendations of the WWG are intended to be by consensus and any work will be jointly commissioned whenever possible, but nothing prevents a Party from undertaking work independently with a view to supporting WWG outcomes.
- 3.5 The WWG may assign responsibility for preparing a draft agenda to any member of the WWG on an as needed basis, or may agree to rotate the responsibility. The WWG will endeavour to circulate a draft agenda at least three days prior to a scheduled meeting.
- 3.6 The WWG will appoint a secretary or chair to help manage meeting process and efficiency and record and circulate draft meeting minutes and action items. The WWG acknowledges that unless mutually agreed to by the WWG meeting minutes will be an informal and incomplete record of discussions at meetings.

Part 4 - Peace-Liard Moose Management Plan (PLMMP)

- 4.1 The Parties intend to collaborate between themselves and with other First Nations in developing and implementing the PLMMP. The Parties acknowledge that the PLMMP is intended to provide recommendations for Provincial policies for moose management in the Peace Region and the PLMMP may include:
 - a) Management objectives that apply to the Peace region for:
 - i. sustainable and healthy moose populations;
 - ii. support for the exercise of Treaty and Aboriginal Rights;
 - iii. maintenance of suitable habitat that supports adequate moose population, distribution and life history requirements;
 - iv. monitoring of population numbers, harvest data, mortality rates, distribution and health status, and hunter education and compliance;
 - v. provision of licenced hunting opportunities;
 - vi. habitat enhancement; and
 - vii. access management.

- b) Management direction for each Game Management Zone inclusive of Management Units including:
 - i. maintaining target population densities;
 - ii. provision of opportunities for First Nations to harvest adequate numbers of moose in support of food, social and ceremonial purposes within seasonal rounds;
 - iii. securing high value moose habitat within First Nations seasonal rounds;
 - iv. maintaining target post hunt bull/cow ratios;
 - v. maintaining target post hunt calf/cow ratios;
 - vi. conducting habitat enhancement while recognizing objectives for caribou and other species;
 - vii. providing accessible hunting opportunities for resident and non-resident hunters;
 - viii. maintaining incidental moose mortalities below target levels;
 - ix. maintaining line of sight for resource roads below target levels; and
 - x. increasing compliance and collaborative game checks.
- c) Implications for management of other wildlife species including:
 - i. caribou;
 - ii. predators; and
 - iii. other species.
- d) PLMMP implementation including:
 - i. potential regulatory changes;
 - ii. habitat enhancement efforts;
 - iii. collaborative management with First Nations;
 - iv. integrating traditional knowledge and science;
 - v. role of stakeholders and the public; and
 - vi. funding partnerships.

Moose Management Framework

- 5.1 Within one year of the Effective Date of the Agreement, the WWG will seek agreement on a Moose Management Framework that covers Management Unit 7-34, 7-35, 7-43 and 7-44, which include key areas of interest of HRFN, such as the HRFN Community Area. The Moose Management Framework will strive to be consistent with the outcomes from the PLMMP, will include the Wildlife Measures set out in sections 5.4 and 5.5 of this Schedule and will include:
- a) principles of wildlife management;
 - b) a process to understand moose populations that integrates traditional knowledge with western science, and
 - c) a work plan to assess population status and distribution at a Management Unit level, or at a spatial area within a Management Unit level, as mutually agreed. The work plan will include the following elements:
 - i. methods for monitoring and assessing the presence and relative abundance of moose;
 - ii. monitoring of habitat and habitat feature use (e.g. remote camera monitoring program);
 - iii. an approach that seeks to address HRFN concerns with respect to range tenures; and
 - iv. joint studies to collect data necessary to inform the recommendations proposed under section 5.6.
- 5.2 During development and implementation of the Moose Management Framework, the Parties will, together or apart, consult with affected third parties and seek to engage other First Nations who have an interest in moose management, if appropriate.
- 5.3 Outcomes from the Moose Management Framework may serve to inform the PLMMP. Where it is agreed to be a benefit to both Parties, engagement with other First Nations and stakeholders may be coordinated between the PLMMP process and the work of the WWG.

Monitoring Pilot Program

- 5.4 Upon the Effective Date of the Agreement, the WWG will collaboratively develop a monitoring pilot program for the 2016 and 2017 hunting seasons, with a focus on moose that includes:
- a) a hunter sample survey of BC resident hunters and HRFN harvesters to estimate the number, species and location of animals harvested in Management Units 7-34, 7-35, 7-43, and 7-44; and

- b) a series of game checks between August 21 and October 5 to gather information including species, success rates, locations of harvest, sex, number and other information such as DNA samples and age (tooth samples) according to a plan developed by the WWG.

Enhanced Harvest Monitoring Initiative

5.5 Within two years of the Effective Date of the Agreement, the WWG will jointly develop and support the implementation of an Enhanced Harvest Monitoring Initiative within Management Units 7-34, 7-35, 7-43 and 7-44, with a focus on moose that includes:

- a) an improved summary of wildlife harvest information from all harvesters;
- b) recommendations for improving the quality of wildlife harvest information collected;
- c) a series of game checks during the hunting season to gather information including species, success rates, locations of harvest, sex, number and other information such as DNA samples and age (tooth samples) according to a plan developed by the WWG;
- d) the establishment of a joint HRFN Harvest Monitor initiative where the primary objectives are:
 - i. to provide increased on-the-ground monitoring and reporting of wildlife harvesting;
 - ii. to provide relevant knowledge, training and mentorship to community members to safely and competently deliver monitoring and reporting activities;
 - iii. to collect and report on wildlife harvest activities through interviews and the annual game-checks;
 - iv. to provide information to HRFN hunters and community members;
 - v. to manage wildlife issues/concerns at a local level; and
- e) other related projects that may be identified.

WWG Recommendations

5.6 Within two years of the Effective Date of the Agreement, the WWG will review data collected during the activities described in sections 5.4 and 5.5, the PLMMP, and other relevant information and will seek to reach agreement on the population distribution and

status of wildlife. The WWG will develop recommendations with respect to wildlife in the HRFN Community Area and other areas identified by the Parties, if necessary to support the achievement of the objectives of this collaborative wildlife management approach, and will submit them to the relevant Statutory Decision Makers. The recommendations may include:

- a) specific measures to protect wildlife populations, distribution and features;
- b) potential regulatory proposals; and
- c) habitat management actions.

5.7 Recommendations of the WWG made under section 5.6 of Schedule 3 will take into account:

- a) conservation requirements and availability of wildlife resources;
- b) any HRFN preferences in respect of harvest locations, methods or times stated in the recommendations;
- c) management of wildlife resources for the benefit of all British Columbians consistent with the priorities outlined in 11.8;
- d) capacity of the Parties;
- e) opportunities for harmonization with existing regional initiatives;
- f) accepted scientific procedures and traditional knowledge pertaining to wildlife management; and
- g) other relevant statutory considerations.

SCHEDULE 4 - PROCESS GUIDANCE FOR LAND MEASURES RECOMMENDATIONS

Part 1 - Purpose

- 1.1 Upon signing of the Agreement, the Province and the HRFN will establish a Land Measures Working Group with two representatives from each Party and will develop an implementation plan.
- 1.2 This Schedule provides direction to the Land Measures Working Group as a guide to the processes required to develop recommendations for Land Measures relating to:
 - a) Hackney Hills;
 - b) Crying Girl Prairie;
 - c) Chowade Valley;
 - d) Cameron Valley;
 - e) Cypress Valley;
 - f) Watershed Management Plan or comparable measures for Halfway River watershed;
 - g) other significant areas as may be agreed by the Parties; and
 - h) the cultural interrelationship between areas.

Part 2 - Land Measures Process

Objective

- 2.1 To develop recommendations for the application of management practices, protection measures and management tools to protect wildlife habitat, environmental and HRFN heritage values, thereby supporting the maintenance of traditional values and cultural values as contemplated under Part 8.

Approach

- 2.2 Conduct a problem analysis that identifies the interests and values that the HRFN and the Province have in the areas in question, the geographic location and extent, and the activities on the land that are of concern in relation to the values.
- 2.3 Identify common objectives and where there are conflicts.
- 2.4 Identify opportunities and solutions that help to maintain traditional activities and reconcile interests, by using the full range of management and protective tools.

- 2.5 Test strategies with constituencies, and with licenced users and other affected stakeholders.
- 2.6 Land Measures Working Group recommends management strategies to the responsible provincial decision-makers.
- 2.7 Implementation of the Land Measure mechanisms may include the implementation of mechanisms such as:
- a) Wildlife Management Areas (*Wildlife Act*);
 - b) Wildlife Sanctuaries (*Wildlife Act*);
 - c) Critical Wildlife Areas;
 - d) Ungulate Winter Range (*Forest & Range Practices Regulation*);
 - e) Special Management Zones;
 - f) Heritage Sites (*Heritage Conservation Act*);
 - g) Government Action Regulation Orders;
 - h) Government Environmental Objectives (s. 7 *Environmental Protection and Management Regulation of the Oil and Gas Activities Act*);
 - i) Old Growth Management Areas;
 - j) S. 15 *Land Act* Reserves;
 - k) S. 16 *Land Act* Withdrawal from Disposition;
 - l) S. 17 *Land Act* Conditional Withdrawal;
 - m) S. 66 *Land Act* Prohibition on Use.

Part 3 - Watershed Management Plan

Objective

- 3.1 Develop recommendations for a watershed management plan, strategies, or comparable mechanism, to protect values such as water quality, quantity, and timing of flow, fish habitat and abundance, flood and sedimentation control and other water values in the Halfway River watershed.

Approach

- 3.2 Initiate a problem analysis to determine the reason for a “watershed plan”, values at risk and desired outcomes.
- 3.3 Hold Land Measures Working Group meetings to discuss watershed issues and values.
- 3.4 The Land Measures Working Group should consider whether
 - a) available management responses will address concerns;
 - b) a distinct watershed planning initiative is warranted; or
 - c) a watershed plan can be integrated with any planning undertaken for the Halfway River area.
- 3.5 The Land Measures Working Group should review the terms of the existing Strategic Land and Resource Planning Agreement to determine to what extent that agreement may apply to a community watershed planning initiative.
- 3.6 Given the above considerations, tailor a management process and outcomes to meet the objectives.

SCHEDULE 5 – TSAA NUNA PLANNING PROCESS

Part 1- Purpose

- 1.1 The purpose of the Tsaa Nuna Planning Process is to attempt to establish a framework that will balance the Parties' interests, by facilitating petroleum and natural gas development in areas beneath Tsaa Nuna, while limiting the impacts of such activities to the environment and the exercise of HRFN Treaty Rights.
- 1.2 The planning process may apply to Tsaa Nuna or portions of Tsaa Nuna, except for the area that HRFN has identified as an area of interest for land selections (see Map 2 in Schedule 2) unless the Parties agree otherwise.

Part 2 - Process

- 2.1 The Land Measures Working Group will jointly develop recommendations that could:
 - a) restrict certain types of resource development activities. For example, allow only low impact seismic;
 - b) set out a maximum footprint of surface disturbance for oil and gas exploration and development;
 - c) set out specific reclamation activities and timelines;
 - d) limit the pace of development activities;
 - e) set out a requirement for a tenure holder to prepare a development plan in consultation with HRFN;
 - f) serve to encourage the proponent or proponents to collaborate with HRFN on development within Tsaa Nuna; and
 - g) set out special terms and/or conditions for tenure disposition.
- 2.2 Unless the Parties agree otherwise, if Tsaa Nuna subsurface resources are subject to a disposition, any such tenures will include a caveat that acknowledges that HRFN views Tsaa Nuna as an area of special and continuing cultural significance for the practice of traditional activities and that strongly encourages the tenure holder to establish a positive working relationship with HRFN if considering any surface activity within the area.
- 2.3 Any joint recommendations developed under section 2.1 of this Schedule will reflect and be consistent with the following objectives:

- a) to facilitate the recovery of high value natural gas underlying Tsaa Nuna with minimal new disturbance to the surface lands; and
 - b) to appropriately balance conservation and maintenance of the natural and heritage resources and opportunities for the exercise of HRFN Treaty Rights within Tsaa Nuna with the recovery of high value natural gas underlying Tsaa Nuna.
- 2.4 The Parties agree that if joint recommendations are developed under section 2.1 of this Schedule and accepted by the relevant Statutory Decision Makers, they will fulfill the Province's duty to consult in relation to the issuance of any petroleum and natural gas tenures under section 2.1 of this Schedule.
- 2.5 Nothing in this Schedule limits the Parties ability to discuss and consider as part of the Tsaa Nuna Planning Process, HRFN's interest in acquiring lands within the area identified as Area 2 on Schedule 2, Map 2.
- 2.6 HRFN acknowledges and agrees that any process by which HRFN may potentially acquire lands within the identified area would be subject to each Party obtaining all required mandates and the Province's engagement of tenure holders, third party stakeholders, and other First Nations in consultation as required.

Part 3 - Other Areas

- 3.1 If the Parties agree, the Land Measures Working Group may jointly prepare recommendations as per section 2.1 to guide development of petroleum and natural resources in other areas, such as:
- a) Chowade; and
 - b) HRFN TLE lands.

SCHEDULE 6 - ENGAGEMENT PROCESS

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PART 1. Process Definitions

1.1 Definitions. In this Schedule:

Activity or Activities: subject to Part 7A of this Schedule, means proposed land and resource activities in the HRFN Agreement Area:

- a) set out in an Application, or group of related Applications received by a Provincial Agency, which may have adverse impacts on HRFN Treaty Rights; or
- b) contemplated by a Provincial Agency, including strategic level decisions such as a high level decision or planning process, which may have or could lead to adverse impacts on HRFN Treaty Rights; or
- c) agreed to by the Parties.

Activity Table: means the table set out in *Appendix 5*;

Agreement: means this Government to Government Agreement entered into between HRFN and the Province and dated for reference as of the date first noted above, as amended from time to time in accordance with its terms;

Applicant: means any person, corporation, society, or entity or agency, including the Province and any agent of the Province, that makes or plans to make an Application;

Application: subject to Part 7A of this Schedule, means an application in respect of an Activity that is submitted to a Provincial Agency for Decision, including the application document, any material for an amendment, renewal or replacement approval, and all available supporting material submitted by the Applicant;

Business Day: means any day other than Saturday, Sunday, National Aboriginal Day, statutory holidays and December 15th to January 1st;

Decision: subject to Part 7A of this Schedule, means a decision with respect to an Application or an Activity;

Discussion Period: means a 20 Business Day period for the Standard Engagement Level per sections 7.28-7.33, or a 45 Business Day period for the Complex Engagement Level per sections 7.42-7.48, including any timeline extensions;

Engagement Activities: means those activities set out in *Appendix 4* undertaken where agreed in the Standard Level and as part of an Engagement Plan in the Complex Level as part of the Engagement Process;

Engagement Coordinator: means an individual appointed by each Party in accordance with section 4.3 and having the responsibilities described in section 4.4-4.8;

Engagement Level or Level: means the Information Only Level, the Streamlined Level, the Standard Level, the Complex Level and the Custom Engagement Process described in Part 7 and *Appendix 4*, and are intended to refer to the depth of engagement and opportunity for discussion in relation to Activities and the potential for impacts to HRFN Treaty Rights;

Engagement Level Modifiers: means the provisions set out in Sections 7.7 e) and f) and referenced in Sections 7.8 and 7.15 a);

Engagement Plan: means the document developed by the Parties in accordance with sections 7.42 – 7.45;

Engagement Process: means the process(es), with the purposes set out in Part 2 and objectives as established by the Parties under this Schedule;

G2G Executive: consists of the representatives identified in Section 3.5 and has the responsibilities set out in section 3.6 of the Agreement;

G2G Working Group: consists of the representatives identified in section 3.7 and has the responsibilities set out in section 3.8 of the Agreement;

HRFN Agreement Area: means the area outlined in red on Map 1 in Schedule 2 of the Agreement;

HRFN Core Area: means the area identified and shaded beige on Map 1 in Schedule 2 of the Agreement;

HRFN Disputed Area: means the area identified and shaded blue on Map 1 in Schedule 2 of the Agreement;

HRFN “Streamlined” or “Information Only” Area: means the area identified and shaded green on Map 1 in Schedule 2 of the Agreement;

HRFN Treaty Rights: means the rights of the HRFN as an adherent to Treaty No. 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

Implementation Date: The date upon which this Schedule becomes fully operational which the Parties intend to be 3 months from the Effective Date of the Agreement or as otherwise agreed to by the Parties;

Initial Impact Review: means the initial assessment and selection of Engagement Level conducted by the Provincial Representative in accordance with section 7.6-7.8;

Initial Response: means the information provided, using the Shared Engagement Record, by HRFN to the Province within the Initial Response Period in accordance with section 7.15;

Initial Response Period: means the 15 Business Day period that begins one Business Day after the date that the Referral Package is sent to the HRFN electronically or 3 Business Days after the Referral Package is sent to HRFN by regular mail, together with any time extension under section 7.22;

Issue Resolution Process or Issue Resolution: means the process described in Part 8;

KMZ or Keyhole Markup Language Zipped: means a compressed KML file, which is an XML notation for expressing geographic annotation and visualization within Internet-based, two-dimensional maps and three-dimensional browsers such as Google Earth;

Provincial Agency: means the Ministry of Forests, Lands and Natural Resource Operations, the Ministry of Environment and the Ministry of Energy and Mines that are subject to the Engagement Process in this Schedule;

Provincial Representative: means the individual identified in a Referral Package in accordance with section 4.1 as the primary contact person for a Provincial Agency in relation to an Activity for the purposes of the Engagement Process;

Referral Package: means the information to be provided by a Provincial Representative to the HRFN representative in accordance with *Appendix 2*;

Shared Engagement Record: means the document and attachments created during the Engagement Process utilizing the template set out in *Appendix 1* that is provided to a Statutory Decision Maker for consideration at the conclusion of the Engagement Process;

Statutory Decision Maker: means the person or entity authorized under provincial legislation to make decisions regarding an Application or Activity; and

Timeline Extension Principles: means those timeline extension principles set out in *Appendix 3*.

PART 2. Process Purpose and Principles

A. Context

- 2.1. The Engagement Process is a cornerstone of the new relationship between the Province and HRFN, as part of the Government to Government Agreement, and is intended to:
- a) strengthen the Parties' relationship and ability to work together going forward;
 - b) support durable working relationships between the Parties at the operational level; and
 - c) provide linkages where necessary to the G2G Working Group and the G2G Executive.

B. Purpose

- 2.2. The purposes of this Engagement Process are to:
- a) Facilitate meaningful engagement and, if appropriate, accommodation with respect to land and resource Decisions within the HRFN Agreement Area that may potentially adversely impact HRFN Treaty Rights;
 - b) Establish a process that will inform efforts to balance the development of lands and resources and opportunities for the exercise of HRFN Treaty Rights;

- c) Establish and implement an efficient, effective, and meaningful approach to engagement that:
 - i. fosters respect for and recognition of Treaty No. 8;
 - ii. will facilitate the Province's fulfilment of its legal obligation to consult, and where appropriate accommodate, in respect of Decisions;
 - iii. is systematic, transparent and adaptable to the needs of specific circumstances;
 - iv. fosters collaboration, innovation and sustainable development;
 - v. encourages the alignment of values, wherever possible;
 - vi. protects and sustains relationships;
 - vii. optimizes the use of HRFN and provincial engagement resources;
 - viii. integrates and functions consistently with any other agreements that may be negotiated between HRFN and the Province; and
 - ix. is co-ordinated across sectors.

C. Engagement Objectives

2.3. The Engagement Process will be guided by the following objectives:

- a) To understand each other's respective interests and priorities in relation to proposed Activities;
- b) To credibly assess the nature and seriousness of potential impacts of proposed Activities on HRFN Treaty Rights;
- c) To identify and evaluate options to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of HRFN Treaty Rights;
- d) To allocate engagement efforts to Activities that are more complex and have greater potential impacts on HRFN Treaty Rights;
- e) To be responsive to new tools or processes jointly developed by the Parties with respect to cumulative effects management;
- f) To make informed recommendations on options to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of HRFN Treaty Rights; and
- g) To seek to fulfill the purposes of the Engagement Process.

PART 3. Information Sharing

- 3.1. Halfway River First Nation and Provincial Engagement Coordinators and Representatives, with any invited guests, will hold an information sharing session once per calendar year to discuss land and resource information and to provide:
 - a) any reports on Decisions made on Information Only category Activities from the previous year;
 - b) relevant new information or reports that the Province has developed in the previous year; and
 - c) other information as agreed.
- 3.2. Once per calendar year, HRFN may request, and subject to section 3.3, the Province will provide additional information that is relevant to assessing the potential effects of Activities within the HRFN Agreement Area such as:
 - a) updated fish and wildlife population and habitat information;
 - b) air quality and water quality analyses;
 - c) biodiversity studies; and
 - d) updated spatial information, such as updated biophysical layers, new tenures and infrastructure.
- 3.3. For greater certainty, nothing in this Part obligates the Province to:
 - a) undertake any additional studies or data analysis that are not provided for within existing program authorities and approved budgets;
 - b) provide information that has already been provided to HRFN during consultation or through implementation of the Agreement; or
 - c) provide information that is not reasonably available.
- 3.4. For greater certainty, nothing in this section prevents HRFN from requesting additional information as part of an Engagement Process.
- 3.5. The information sharing under this section will be coordinated with information provided under the Regional Coal Agreement, section 4.17, to avoid duplication.

PART 4. Engagement Roles and Responsibilities

A. Representatives:

- 4.1. The Representatives are the primary contacts in the Engagement Process and are responsible for implementing the day-to-day engagement processes, including:

- a) learning about and understanding the Engagement Process;
- b) proposing initial Engagement Levels for Activities in accordance with engagement tools as described in Parts 5 and 9;
- c) reaching agreement on Engagement Levels;
- d) planning and participating in Engagement Activities;
- e) providing initial and basic problem solving throughout the Engagement Process; and
- f) facilitating involvement of other appropriate agencies and parties in the Engagement Process.

4.2. The Representatives may:

- a) seek support from the Engagement Coordinators for training and with respect to procedural issues arising in the Engagement Process;
- b) raise implementation issues or challenges, or issues with interpretation or understanding of the process to the Engagement Coordinators; and
- c) appoint a delegate or alternate in their absence.

B. Engagement Coordinators:

4.3. Each Party will assign an Engagement Coordinator to oversee the Engagement Process, and may change their Engagement Coordinator from time to time and will notify the other Party in writing.

4.4. The Engagement Coordinators have primary oversight for Engagement Process implementation and are responsible for:

- a) coordinating the Engagement Process in accordance with this Schedule;
- b) coordinating and facilitating implementation resources and activities;
- c) ensuring respective staff are trained to implement the Engagement Process;
- d) assisting the Representatives and other staff as needed with:
 - i. proposing initial Engagement Levels,
 - ii. reaching agreement on Engagement Levels,
 - iii. interpreting and understanding the Engagement Process and Agreement,
 - iv. basic problem solving throughout the Engagement Process, and

- v. setting up meetings for Complex Processes or Special Engagement Processes at either Party's request;
 - e) supporting early resolution of procedural issues;
 - f) facilitating the Issue Resolution Process;
 - g) identifying strategic level issues arising from the Engagement Process and raising those to the G2G Working Group for discussion;
 - h) reporting any implementation issues to the G2G Working Group; and
 - i) annual reporting to the G2G Working Group on implementation of the Engagement Process in accordance with any appropriate performance measures developed in the Schedule 6 Implementation Plan.
- 4.5. Each Engagement Coordinator will appoint an alternate and may delegate his/her responsibilities to ensure that the Engagement Process functions effectively in her/his absence.
- 4.6. The Engagement Coordinators may attend G2G Working Group meetings to provide a link between the Engagement Process and G2G Working Group.
- 4.7. The Engagement Coordinators will meet at least twice per calendar year, or as necessary, to discuss:
- a) the effectiveness of engagement during the Initial Response and/or Discussion Periods;
 - b) the potential sequence, type, and volume of Referral Packages if any, which may be sent to HRFN over the next 6 months;
 - c) working with representatives to improve implementation and coordination, including scheduling regular meetings where possible;
 - d) the Parties' current engagement workloads;
 - e) unusual volumes of Referral Packages and/or cycles of Activities;
 - f) unforeseen circumstances impacting either Parties' ability to engage effectively;
 - g) the needs and time sensitivities associated with any specific Activities;
 - h) how to address any of the matters agreed to in accordance with section 4.8; and
 - i) examples of tenure and permit conditions that Statutory Decision Makers have applied to address First Nation interests and where information is available the effectiveness of those conditions.

- 4.8. The Engagement Coordinators will discuss and may agree to address any matter outlined in section 4.7, including how to:
- a) address any significant Referral Package backlogs;
 - b) efficiently deliver Referral Packages to HRFN, including scheduling;
 - c) coordinate with cultural events;
 - d) consider other improvements to consultation generally and on specific Activities; and
 - e) initiate discussions related to the development of natural resources within a larger landscape, which may contain multiple Activities, and may be further considered by the G2G Working Group.

PART 5. Engagement Tools

- 5.1. The Parties will use the following engagement tools as part of the Engagement Process:
- a) Shared Engagement Record (Appendix 1);
 - b) Referral Package Description (Appendix 2);
 - c) Timeline Extension Principles (Appendix 3);
 - d) Engagement Level Table (Appendix 4);
 - e) Activity Table (Appendix 5); and
 - f) Other tools that may be agreed to by the Engagement Coordinators.
- 5.2. The Parties may develop and agree on a map-based engagement tool identifying key values and areas, that map-based engagement tool could inform the application of Engagement Levels and could result in changes to, or deletion of, the Engagement Level Modifiers.

A. Shared Engagement Record

- 5.3. The Parties will develop a Shared Engagement Record template to be completed by the Implementation Date, or a date agreed to by the Parties, that the Parties will use to document the Engagement Process. This template may be modified at any time by agreement of the Engagement Coordinators.
- 5.4. Both the Provincial Representative and HRFN representatives will have opportunity to review, and if they choose, add comments, recommendations or attachments to the Shared Engagement Record during the Engagement Process.

- 5.5. Either Party may add information to the Shared Engagement Record, will not make any changes to the other Parties' documented information without the consent of that Party, and will clearly identify their Parties' respective contributions.
- 5.6. The Provincial Representative will ensure that the following are documented in the completed Shared Engagement Record:
- a) the Engagement Level;
 - b) whether the Engagement Level was proposed for modification as per section 7.7;
 - c) results from Engagement Activities;
 - d) a record of communications;
 - e) comments, recommendations or attachments added by HRFN under section 5.4;
 - f) a summary of the HRFN and Provincial views on the potential impacts to HRFN Treaty Rights;
 - g) the Parties' agreed-to or individual recommendations to avoid, mitigate or otherwise accommodate such impacts;
 - h) any consultation records provided by the Applicant;
 - i) disagreements and the results of the Issue Resolution Process in relation to those disagreements;
 - j) timeline extensions; and
 - k) other relevant information provided by the Parties.

B. Referral Package

- 5.7. The Provincial Representative will send a Referral Package to HRFN containing the information set out in *Appendix 2* (Referral Package) for each Activity that has been assigned an initial Engagement Level of Streamlined Process, Standard Process or Complex Process.

C. Communications

- 5.8. Where practicable the Province and the HRFN will use e-mail in providing to the other Party all documents and written communications associated with the Engagement Process, including Referral Packages, Shared Engagement Records, responses, requests for time extensions, proposals to change the Engagement Level, and notifications of disagreements.
- 5.9. The Province and HRFN agree to consider adopting new technology, where such technology would facilitate the fulfilment of the purposes of the Engagement Process.

PART 6. Recommendations

- 6.1. Any recommendation made by the Province or the HRFN related to an Activity that is subject to the Engagement Process will:
- a) be set out in the Shared Engagement Record;
 - b) give full consideration to all relevant, reasonably available information respecting the potential impact of the Activity on the exercise of HRFN Treaty Rights;
 - c) be consistent with the Engagement Objectives in section 2.3; and
 - d) propose measures to avoid or mitigate potential impacts on, or otherwise accommodate concerns about, the exercise of HRFN Treaty Rights.
- 6.2. Recommendations regarding an overall Decision related to an Activity that is subject to the Engagement Process may include:
- a) authorize without conditions;
 - b) authorize with conditions;
 - c) decline;
 - d) resubmit with additional information;
 - e) site inspections; or
 - f) defer.
- 6.3. For greater certainty, where appropriate to avoid or mitigate impacts on HRFN Treaty Rights, recommendations for permit conditions may provide for measures in addition to those that may otherwise be imposed to meet legislative requirements;
- 6.4. Where the Parties are unable to reach agreement on recommendations related to an Activity that is subject to the Engagement Process, the Parties may submit individual recommendations in the Shared Engagement Record or either Party may choose to seek Issue Resolution under Part 8.
- 6.5. Nothing in this Schedule prevents the Statutory Decision Maker from requiring or participating in further engagement or engagement activities.

PART 7. Engagement Process

A. Scope

- 7.1. The Engagement Process is initiated by a Provincial Representative:
- a) on receipt of an Application; or

- b) when the Province is contemplating an Activity.
- 7.2. Where an Activity has multiple associated Applications, engagement can be coordinated to include all Applications within a single engagement process.
- 7.3. The Engagement Process applies to Activities that overlap or fall within the HRFN Agreement Area.
- 7.4. Engagement with respect to Activities that do not overlap the HRFN Agreement Area but that overlap or fall within the HRFN Disputed Area will be carried out in accordance with the common law.
- 7.5. Unless otherwise agreed to by the Parties, the Engagement Process does not apply to:
 - a) Coal Related Activities as that term is defined in the Regional Coal Agreement;
 - b) applications to, or decisions made by, the BC Oil & Gas Commission;
 - c) applications to, or decisions made by, the Environmental Assessment Office;
 - d) any request, or decisions made to dispose petroleum and natural gas tenure under the *Petroleum and Natural Gas Act*;
 - e) any permit, authorization or approval under the *Heritage Conservation Act*;
 - f) any permit, authorization or approval under the *Integrated Pest Management Act*; and
 - g) Activities related to the Site C Clean Energy Project.

B. Initial Impact Review and Engagement Level

- 7.6. The Provincial Representative will conduct an Initial Impact Review of the Activity and its potential adverse impact on the exercise of HRFN Treaty Rights as follows:
 - a) consider relevant background information and information received from other Provincial Agencies or HRFN, where available;
 - b) for activities that overlap or fall within the HRFN Core Area refer to the Activity Table and select the initial Engagement Level; or
 - c) for Activities that overlap or fall within the HRFN “Streamlined” or “Information Only” Area, but do not overlap the HRFN Core Area, refer to the Activity Table and:

- i. select the Engagement Level at Streamlined for activities that are listed in the Streamlined, Standard, Complex and Custom categories; or,
 - ii. select the Engagement Level at “Information Only” for activities that are listed in the Information Only category; or
 - d) for an Activity not found in the Activity Table, select the initial Engagement Level based on the most similar Activity in the Activity Table, provided that it is not assigned to the Information Only Level;
 - e) where there are multiple Applications associated with one Activity and those Applications are being consulted together as a bundle, select the highest Engagement Level within the Activity Table; and
 - f) provide a summary of, and rationale for, the Province’s initial views on potential impacts (higher engagement levels may require more detailed explanations).
- 7.7. For Activities that overlap or fall within the HRFN Core Area, the Provincial Representative will consider if the Initial Engagement Level may need to be modified up or down based on the following principles:
- a) Activities identified as Information Only Level in the Activity Tables cannot be modified up;
 - b) The Engagement Level for Activities identified at the Complex Level in the Activity Table cannot be modified up;
 - c) The Engagement Level for Activities identified at the Streamlined Level in the Activity Table cannot be modified down;
 - d) The Engagement Level may be modified up or down by one Engagement Level only (with no further modification);
 - e) The Engagement Level for Activities may be modified up because of a location, use, value or attribute of significance to HRFN that may result in a greater potential impact to HRFN Treaty Rights and that may require a higher Engagement Level than what is associated with the Engagement Level the activity is assigned to in the Activity Table;
 - f) The Engagement Level for Activities may be modified down within an area where:
 - i. HRFN has endorsed a higher level planning document and indicated that the higher level planning document will be effective in managing the Activity;

- ii. Based on prior consultation there is a reasonable expectation that HRFN will have no concerns respecting the Activity now subject to Engagement;
 - iii. The Activity is consistent with the objectives of a land measure implemented as a result of joint recommendations made by the Parties.
- 7.8. The Parties agree that the Engagement Level Modifiers will be applied infrequently and that the Engagement Level identified in the Activity Table will usually be relied on as the appropriate Engagement Level for Activities, without modification. Pursuant to 11.1, the Parties will develop a performance measure for the proportion of Engagement Level modification.
- 7.9. The Provincial Representative will initiate engagement with HRFN by sending the Referral Package to HRFN for Initial Response. The Initial Response Period begins one business day after the Referral Package is sent to HRFN electronically, or where necessary 3 Business Days after the Referral Package is sent by regular mail. An HRFN request for additional time due to delays in receiving the referral package will not be unreasonably denied.
- 7.10. The Provincial Representative and HRFN representative will follow the process set out below for each Engagement Level:
 - a) Streamlined Process, see sections 7.23-7.25,
 - b) Standard Process, see sections 7.26-7.37,
 - c) Complex Process, see sections 7.38-7.52, or
 - d) Custom Engagement Process, see sections 7.53-7.61.
- 7.11. Nothing in this Schedule prevents the Parties from agreeing to an Engagement Level different from the level determined by the Engagement Process.

C. Information Only Level

- 7.12. Information Only Level includes Activities the Parties have agreed do not require engagement prior to a Decision.
- 7.13. Where identified in the Activity Table, or as requested by HRFN, the Province will report on Information Only Decisions made during the previous year or other time period agreed by the Parties.

D. Initial Response Period (15 Business Days): Streamlined, Standard and Complex

- 7.14. The HRFN representative will review the Referral Package and will respond to the Provincial Representative as soon as possible if there are concerns regarding the completeness of information in the Referral Package.

- 7.15. The HRFN representative will provide an Initial Response to the Provincial Representative, within the Initial Response Period, using the Shared Engagement Record. The Initial Response may:
- a) confirm the Engagement Level, or propose a change to the Engagement Level in accordance with the principles outlined in Section 7.7 and 7.8;
 - b) identify HRFN interests in the area;
 - c) identify HRFN Treaty Rights potentially impacted by the proposed Activity;
 - d) recommend any measures to avoid, mitigate, or otherwise accommodate potential impacts to HRFN Treaty Rights, as appropriate; and
 - e) include HRFN's proposed Engagement Activities as outlined in *Appendix 4* for Standard and Complex Level Processes.
- 7.16. Where the HRFN representative proposes a different Engagement Level they will provide the Provincial Representative with a supporting rationale which includes information about the location, use, value or attribute of significance to HRFN that may result in a higher potential impact to HRFN Treaty Rights and how a different Engagement Level is required to adequately address potential impacts to HRFN Treaty Rights.
- 7.17. The Provincial Representative will review any proposal by the HRFN representative to change the Engagement Level and will:
- a) confirm the change to the Engagement Level; or
 - b) reply to HRFN representative to indicate any disagreement with the change to Engagement Level.
- 7.18. The Provincial Representative will not unreasonably deny any HRFN request to change an Engagement Level.
- 7.19. Where the Provincial Representative disagrees with a HRFN proposal to elevate an Engagement Level, the Provincial and HRFN Engagement Coordinators will work together, to attempt to reach agreement on an appropriate Engagement Level. If agreement is not reached, engagement proceeds at the Engagement Level initially assigned by the Provincial Representative and the Provincial Representative will document the disagreement in the Shared Engagement Record.
- 7.20. Notwithstanding section 7.19, in each calendar year HRFN may, at its discretion and upon notice to the Provincial Engagement Coordinator, elevate an Engagement Level initially assigned a Streamlined Level to the Standard Level, provided that the total number of Applications that are elevated in each calendar year pursuant to such notice does not exceed 20 Applications per year.
- 7.21. Pursuant to 11.1 the Parties will develop performance measures for the frequency, type and location of Applications that are modified under Section 7.20.

Timeline Extension for Initial Response

- 7.22. Prior to the expiry of the Initial Response Period, the HRFN representative, and/or Engagement Coordinator, may request and provide a rationale for an extension for up to 5 Business Days, which the Provincial Representative will not unreasonably deny.

E. Streamlined Process

- 7.23. Where engagement proceeds at the Streamlined Process Level, the Provincial Representative will seriously consider the HRFN Initial Response, complete the Shared Engagement Record, including any recommendations consistent with Part 6, and forward it to the Statutory Decision Maker.
- 7.24. Where engagement proceeds at the Streamlined Process Level, if HRFN does not provide an Initial Response by the conclusion of the Initial Response Period, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Decision Period

- 7.25. Where HRFN has provided an Initial Response for a Streamlined Process Level, the Province will notify the HRFN Engagement Coordinator of the outcome of any Decision related to that Activity.

F. Standard Process

- 7.26. If HRFN does not provide an Initial Response during the Initial Response Period in relation to an Activity that was assigned a Standard Process Engagement Level, the Provincial Representative will contact the HRFN representative to confirm whether or not HRFN intends to provide a response.
- 7.27. After follow up under section 7.26, if HRFN does not provide an Initial Response and has not requested a timeline extension subject to section 7.22, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Standard Level Discussion Period (20 Business Days)

- 7.28. Where the Engagement Process proceeds at the Standard Process Level and HRFN has provided an Initial Response, the Provincial Representative will initiate the Discussion Period by returning the Shared Engagement Record to the HRFN representative with proposed recommendations in accordance with Part 6.
- 7.29. A Discussion Period is required for all Activities that have been assigned a Standard Engagement Level and to which HRFN has provided an Initial Response, unless HRFN has indicated in the Initial Response that a Discussion Period is not required.
- 7.30. The Parties have 20 days for a Standard Level Discussion Period, except:

- a) if the time period is extended in accordance with the Timeline Extension Principles described in *Appendix 3*, or
 - b) if HRFN indicates in their Initial Response that a Discussion Period is not required.
- 7.31. The Parties may undertake one or more of the Engagement Activities for Standard Level Engagement set out in *Appendix 4*, to seek agreement on recommendations, and will document the process and discussions in the Shared Engagement Record on an on-going basis in accordance with sections 5.3-5.6.
- 7.32. The Provincial Representative will share the completed Shared Engagement Record, including consensus and individual recommendations, with HRFN by the end of the Discussion Period.
- 7.33. The Provincial Representative will forward the completed Shared Engagement Record, including consensus and individual recommendations and the results of any Issue Resolution Process, to the Statutory Decision Maker for consideration.

Standard Level Timeline Extensions

- 7.34. After the Initial Response, either the HRFN or the Provincial Representative may request an extension of the Discussion Period in accordance with the Timeline Extension Principles in *Appendix 3*. Such a request will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

Standard Level Decision Period

- 7.35. Where HRFN has provided an Initial Response for a Standard Engagement Level, the Province will notify the HRFN representative of the Decision related to that Activity.
- 7.36. When requested by HRFN or when an Activity is subject to the Issue Resolution Process and is not resolved by agreement, the Province will provide the HRFN representative with written reasons for the Decision, including how HRFN concerns were addressed and incorporated and a reasonable explanation of why any HRFN recommendations were not adopted.
- 7.37. When requested for specific Activities by HRFN and, subject to any applicable privacy or confidentiality restrictions under provincial law, the Province will provide HRFN with copies of authorizations documents for Activities that were subject to a Standard Level Engagement Process.

G. Complex Process

- 7.38. A Discussion Period is required for all Activities that have been assigned a Complex Process Engagement Level and to which HRFN has provided an Initial Response, unless HRFN has indicated in the Initial Response that a Discussion Period is not required.

- 7.39. The Discussion Period is 45 Business Days for an Activity that has been assigned a Complex Process Engagement Level, unless such time period is extended in accordance with the Timeline Extension Principles.
- 7.40. If HRFN does not provide an Initial Response during the Initial Response Period in relation to an Activity that was assigned a Complex Process Engagement Level, the Provincial Representative will contact the HRFN representative to confirm whether or not HRFN intends to provide a response.
- 7.41. After follow up under section 7.40, if HRFN does not provide an Initial Response, and has not requested a timeline extension subject to section 7.22, the Provincial Representative may proceed to make a recommendation in accordance with Part 6 to the Statutory Decision Maker regarding that Activity without further engagement.

Complex Level Discussion Period (45 Business Days)

- 7.42. Where HRFN has provided an Initial Response, the Provincial Representative will initiate the Discussion Period by returning the Shared Engagement Record to the HRFN representative with a draft Engagement Plan that will include:
- a) Engagement Activities that the Province proposes be completed during the Discussion Period;
 - b) any Engagement Activities that HRFN proposed in the Initial Response; and
 - c) suggested completion dates for the proposed Engagement Activities.
- 7.43. As soon as practicable after receipt of the draft Engagement Plan, the Representatives will:
- a) meet or otherwise engage via email, phone video-conference, or other agreed upon means to discuss the draft Engagement Plan;
 - b) exercise reasonable efforts to agree upon all elements of the draft Engagement Plan, in keeping with the Shared Engagement Objectives, using the Engagement Activities set out in *Appendix 4*; and
 - c) note any elements of the draft Engagement Plan that they do not agree upon and the reasons why in the Shared Engagement Record for potential consideration in the Issues Resolution Process, if such a process is initiated in accordance with Part 8.
- 7.44. If a disagreement arises between the Representatives concerning the Engagement Plan, the HRFN or Provincial Representative will advise the HRFN and Provincial Engagement Coordinators accordingly and the Provincial Engagement Coordinator and the HRFN Engagement Coordinator will meet as soon as practicable and attempt to resolve the issue and document the results in the Shared Engagement Record for consideration in Issue Resolution, if such a process is initiated in Part 8.

- 7.45. The Parties will implement all agreed upon components of the Engagement Plan to seek agreement on recommendations, and will document the process and discussions in the Shared Engagement Record on an on-going basis in accordance with sections 5.3-5.6.
- 7.46. The Provincial Representative will share the completed Shared Engagement Record, including consensus and individual recommendations, with HRFN by the end of the Discussion Period, unless they agree otherwise.
- 7.47. The Discussion Period will conclude at the earlier of (a) the Representatives' agreement or (b) provision of the completed Shared Engagement Record to the HRFN representative in accordance with section 7.46.
- 7.48. The Provincial Representative will forward the completed Shared Engagement Record, including consensus and individual recommendations and the results of any Issue Resolution Process, to the Statutory Decision Maker for consideration.

Complex Level Decision Period

- 7.49. The Province will notify the HRFN Engagement Coordinator of the Decision related to an Activity that was subject to Complex Process Engagement Level.
- 7.50. Unless otherwise agreed, the Province will provide the HRFN Engagement Coordinator with written reasons for decision, including how HRFN concerns were addressed and incorporated and a reasonable explanation of why any HRFN recommendations were not adopted.
- 7.51. When requested by HRFN and, subject to any applicable privacy or confidentiality restrictions under provincial law, the Province will provide HRFN with copies of authorization documents for Activities that were subject to a Complex Level Engagement Process.

Complex Level Timeline Extension

- 7.52. After the Initial Response, either the HRFN or the Provincial Representative may request an extension of the Discussion Period in accordance with the Timeline Extension Principles in *Appendix 3*. Such a request will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

H. Custom Engagement Process

- 7.53. The Parties recognise that some large scale complex projects require a flexible, customised engagement process.

Custom Engagement Process Criteria

- 7.54. The Parties will implement the Custom Engagement Process where an Activity meets the following criteria:

- a) the Activity is identified as Custom Engagement Level in the Activity Table; or
- b) is part of a bundle of Applications associated with the construction phase of a reviewable project under the *Environmental Assessment Act*; or
- c) involves multiple Activities with concurrent processes that may result in a high risk of impacts to HRFN Treaty Rights that cannot be adequately addressed under the Complex Engagement Level; or
- d) is the subject of an independent technical review for major projects initiated by HRFN and an Applicant that will help to inform the engagement process; or
- e) has been designated as a major project by the Province; or
- f) by recommendation of the G2G Working Group or by agreement of the Parties.

Information Sharing and Process Development

- 7.55. The Province will initiate the Custom Engagement Process by notifying HRFN of the Activity and identifying the Provincial lead and asking HRFN to confirm who will be the lead for HRFN.
- 7.56. The Provincial Engagement Coordinator or the Provincial lead will share the following information with HRFN as soon as practicable after providing the notice under section 7.55:
- a) the general location and the nature of the Activities;
 - b) the provincial authorizations that may be required for the Activities; and
 - c) the Provincial Agencies that may be involved in provincial authorizations for the Activities.
- 7.57. The Provincial and HRFN leads will establish a custom working group (working group) and will hold an initial meeting of that working group to discuss:
- a) initial views on the potential impacts of the proposed Activities, including potential impacts on HRFN Treaty 8 Rights;
 - b) initial views on the potential benefits of the proposed Activities to HRFN and others;
 - c) information requirements and measures to support ongoing information sharing;
 - d) work planning to develop an Engagement Process for the Activities, including coordinating to avoid duplication and harmonize timing with:

- i. other relevant groups, e.g. Mine Development Review Committee, Environmental Assessment committees, Clean Energy Project teams, etc.,
 - ii. HRFN and Applicant discussions and agreements,
 - iii. HRFN Community outreach,
 - iv. related HRFN and provincial activities, and
 - v. other matters as agreed by the Provincial and HRFN leads; and
 - e) how best to document and track the Engagement Process.
- 7.58. The Provincial and HRFN leads will develop and present the proposed Custom Engagement Process to the Engagement Coordinators for their consideration and approval.
- 7.59. Upon approval by the Engagement Coordinators, the Custom Engagement Process will begin.
- 7.60. The total timeframe for initiating the working group and reaching agreement on a Custom Engagement Process is forty-five (45) business days, including completion of process steps outline in section 7.58 above.

Scope of Work for a working group

- 7.61. In developing a work plan and customised Engagement Process for an Activity, the Parties will be guided by the following principles and guidelines:
- a) address all permits and authorizations that are expected to be required for the proposed Activity through one overarching Engagement Process;
 - b) the work plan may be adapted if additional permits are identified during the engagement process;
 - c) structure Engagement to enable phased permitting and bundling of Applications;
 - d) Engagement on bundled decisions may be guided by the Engagement Levels, consistent with the provisions of Streamlined, Standard and Complex Levels, as described in this Schedule;
 - e) involve HRFN as an active participant of committees or structures that exist for the purposes of technical review;
 - f) issues that are beyond the scope of the technical reviews are transferred to the working group. Such issues may include:
 - i. cumulative effects,

- ii. impacts to HRFN Treaty Rights which may require accommodation beyond that which can be achieved at the technical level,
 - iii. HRFN interests, or
 - iv. other issues as agreed.
- g) Where no committee or structure exists for the purposes of technical review, the working group will undertake engagement at both a technical and non-technical level;
- h) For clarity, where a proposed Activity is subject to an environmental assessment as provided for under the *Environmental Assessment Act*:
- i. the purpose of the working group is to undertake engagement on authorizations other than the environmental assessment certificate and to deal with issues that are beyond the scope of the environmental assessment process, and
 - ii. the working group will typically be formed prior to the issuance of an *Environmental Assessment Act*, section 10 order, which initiates the environmental assessment process, unless otherwise agreed to by the Engagement Coordinators.

PART 8. Issue Resolution

8.1. The Issue Resolution Process is applicable to:

- a) Standard, Complex and Custom Engagement Processes only;
- b) disagreements regarding a party's recommendation or set of recommendations upon completion of the discussion period; and
- c) disagreements associated with the Engagement Level that was followed or the development and implementation of the Engagement Plan.

8.2. Either Party may initiate the Issue Resolution Process:

- a) no later than 5 business days after the Provincial Representative sends the completed Shared Engagement Record to HRFN electronically; and
- b) by notifying the other Party's Engagement Coordinator of the issue in the Shared Engagement Record, including a summary of the disagreement and the efforts made to resolve it.

8.3. Within 10 Business Days of receipt of the notification in accordance with section 8.2.b), or some other time period agreed upon by the Engagement Coordinators, the Engagement Coordinators will convene an issue resolution discussion and attempt to resolve the issue.

- 8.4. If an issue is resolved, the Engagement Coordinators will document the resolution in the Shared Engagement Record and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.
- 8.5. If an issue remains unresolved after an issue resolution discussion by the Engagement Coordinators held in accordance with section 8.3 the Engagement Coordinators will, within 5 Business Days of the discussion, document and summarize their resolution attempts in the Shared Engagement Record and inform the G2G Working Group Co-Chairs in writing of the issue by providing them with the Shared Engagement Record.
- 8.6. Within 10 Business Days of receipt of a written notice of an unresolved issue in accordance with section 8.5, or some other time period agreed upon by the G2G Working Group Co-Chairs, the G2G Working Group Co-Chairs will make reasonable and expedient efforts to resolve the issue and may seek guidance from the G2G Executive.
- 8.7. If the issue is resolved, the G2G Working Group Co-Chairs will document the resolution in the Shared Engagement Record and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.
- 8.8. For Custom Engagement or Complex Level of Engagement by agreement of the G2G Working Group Co-Chairs, issues that remain unresolved under section 8.6 may be submitted to the G2G Executive for a final attempt at resolution.
- 8.9. If an issue remains unresolved, both Parties will, within 5 Business Days of the conclusion of the process by the G2G Working Group Co-Chairs or G2G Executive, document the outstanding points of disagreement for information purposes and the Provincial Representative will provide the Shared Engagement Record to the relevant Statutory Decision Maker, thereby concluding the Engagement Process.

PART 9. Implementation

- 9.1. The Parties agree to complete the Shared Engagement Record by the Implementation Date or by other date as agreed by the Parties.
- 9.2. The Parties will develop a Schedule 6 Implementation Plan, including actions for transition from the current method of engagement.
- 9.3. The Parties agree to implement the Schedule 6 Implementation Plan within 6-8 months of the Effective Date, or as agreed by the Parties, which will include:
 - a) Exploring or agreeing to a phased implementation approach;
 - b) Jointly developing engagement tools;
 - c) Jointly developing training materials;

- d) Planning for initial and ongoing annual training sessions and/or annual relationship-building sessions;
- e) Developing performance measures and monitoring systems;
- f) Identifying the method and means of Referral Package delivery;
- g) Respective internal implementation actions;
- h) Regular monthly meetings, or as agreed, prior to the Implementation Date and for an agreed upon period after the Implementation Date; and
- i) Other implementation tasks as agreed.

9.4. The Engagement Process will be fully operational on the Implementation Date or by another date agreed to by the Parties.

PART 10. Continuous Improvement

- 10.1. The Parties are committed to continuous improvement in order to better meet the engagement objectives of the Engagement Process specified in section 2.3 in the implementation of the Engagement Process.
- 10.2. The Parties efforts towards continuous improvement should be adaptive and solution-oriented, and may take into account lessons learned and agreed upon best practices.
- 10.3. The Engagement Coordinators may agree to actions to resolve issues or improve the Engagement Process, including:
 - a) developing new implementation strategies;
 - b) test new tools and strategies by piloting new approaches;
 - c) planning relationship building activities or training events;
 - d) others as appropriate.
- 10.4. The Parties agree to review the application of the Activity Table Engagement Levels, including the performance measures related to the modification of Activities and to consider if any changes may be required.
- 10.5. Recommendations for improving the effectiveness of the Engagement Process may also be submitted to the Engagement Coordinators in writing at any time by either Party's Representatives. The Engagement Coordinators will review such recommendations on an annual basis as a component of the annual reporting process under section 11.2.

PART 11. Performance Monitoring

- 11.1. Within one year of Schedule 6 coming into force, the Parties will make reasonable efforts to develop and establish performance measures to enable the Engagement Coordinators to report on the effectiveness of the Engagement Process in meeting the purposes of this Schedule.
- 11.2. The Engagement Coordinators will report annually to the G2G Working Group regarding the effectiveness and performance of the Engagement Process.
- 11.3. As part of the performance monitoring occurring in accordance with section 11.1, the Parties may agree to have an independent evaluation of the Engagement Process prepared at reasonable intervals.
- 11.4. Unless otherwise agreed, the cost of any independent evaluation that may be agreed to in accordance with section 11.3 will be shared equally by the Parties.
- 11.5. The Parties will consider the results of any assessments under sections 11.1 and 11.3 related to the effectiveness of the Engagement Process and may make recommendations for amendments to improve it.

PART 12. Amendments

- 12.1. The Engagement Coordinators may discuss proposed amendments to the Engagement Process, including any appendices. Where the Engagement Coordinators agree that an amendment to the Engagement Process is necessary, the Engagement Coordinators will refer proposed amendments in writing to the G2G Working Group for their consideration and approval.
- 12.2. If a proposed amendment to the Engagement Process is approved by the G2G Working Group, the G2G Co-Chairs will refer the proposed amendment in writing to the G2G Executive for their consideration and final approval.
- 12.3. If a proposed amendment to the Engagement Process is approved by the G2G Executive, the G2G Executive will agree in writing to amend the Engagement Process accordingly.
- 12.4. Where agreed to by the G2G Executive, the Parties will be advised of minor amendments to Schedule 6, in accordance with Part 18 of the Agreement.

PART 13. Proponent Engagement

- 13.1. The Province will encourage Applicants to engage and build respectful relations with HRFN and discuss contemplated Activities with HRFN in advance of submitting an Application.
- 13.2. The Province may, with 10 Business Days prior notice to HRFN, and after providing HRFN with an opportunity to comment, delegate specific procedural aspects of the Engagement Process to an Applicant, including provision of information about:
 - a) proposed Activities;

- b) site access;
 - c) wildlife, ecosystem and other environmental values; and
 - d) any proposed mitigation measures.
- 13.3. If the Province delegates specific procedural aspects of the Engagement Process to an Applicant in accordance with section 13.2, HRFN will make reasonable efforts to undertake a respectful dialogue with the Applicant concerning the delegated matters.
- 13.4. The Province will ensure that any delegation under section 13.2 will be consistent with the Province's duty to consult.
- 13.5. For certainty, delegation of specific procedural aspects of the Engagement Process in accordance with section 13.2 does not release the Province from its obligation to engage with HRFN in relation to the Activity in accordance with this Schedule.
- 13.6. The Province will lower the Engagement Level otherwise applicable to an Activity where an Applicant has undertaken specific aspects of the Engagement Process and HRFN has sent the Province a written request to lower the otherwise applicable Engagement Level.
- 13.7. If HRFN and an Applicant enter into an Agreement and voluntarily provide the Province with all or part of that agreement or any related information on a confidential basis, the Province will:
- a) hold all such information as strictly confidential and not disclose that information except with the written consent of HRFN and the Applicant or as required by law, unless that information is in the public domain; and
 - b) consider including any mitigation measures or other provisions that HRFN and the Applicant jointly request be included as a term or condition of any applicable Authorization, provided that the mitigation measure or other provision is in accordance with provincial law.

PART 14. General Provisions

14.1 For greater certainty, nothing in this Schedule:

- a) is intended to alter the environmental assessment process under the *Environmental Assessment Act*; or
- b) limits the ability of the Parties to respond to any exceptional or emergency circumstances.

Appendix 1: Shared Engagement Record

Refer to completed tool provided as part of the post-agreement implementation package.

The Shared Engagement Record will include:

- a description of the Activity, including the type of Activity;
- the name and contact information of key Provincial staff and the Provincial Representative;
- the name and contact information of the Applicant;
- any relevant tracking numbers;
- the proposed Engagement Level with a supporting rationale for selecting that Engagement Level;
- any rationale for the application of Engagement Level Modifiers;
- an Initial Impact Review;
- any preliminary proposed recommendations to address potential impacts; and
- ongoing information sharing through the Discussion Period.

Appendix 2: Referral Package

Streamlined Level Referral Package

- A Referral Package for an Activity assigned to the Streamlined Level will include:
 - the Shared Engagement Record;
 - a copy of the Application, where applicable;
 - a KMZ or similar file type, identifying the location of the proposed Activity or, if such file type is unavailable, mapping at an appropriate scale and level of detail sufficient to identify the precise location of the Activity in relation to clearly identified rivers, roads and other landmarks;

Standard or Complex Referral Package

- A Referral Package for an Activity assigned to a Standard or Complex Level will include:
 - the Shared Engagement Record;
 - a copy of the Application, where applicable;
 - the consultation log kept by the Applicant where it can be reasonably obtained;
 - for staged Projects, for example where there is an exploration stage, make note of concerns raised by HRFN during consultation for the previous stage;
 - Management objectives associated with any potentially impacted WHA, OGMA, UWR, or similarly designated area;
 - relevant background information on the Activity and a description of current activities and any known plans of the Applicant associated with the proposed Activity, where that information can be reasonably obtained by the Province;
 - comments on or assessments of the Activity made by other provincial government agencies where relevant and reasonably available;
 - a description of the proposed Activity as set out in the Application and Authorizations required; and
 - a KMZ or similar file type, identifying the location of the proposed Activity or, if such file type is unavailable, both an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) each with a level of detail sufficient to identify the precise location of the proposed Activity in relation to clearly identified rivers, roads and other landmarks.

Appendix 3: Timeline Extension Principles

- The Parties will use reasonable efforts to meet Engagement Process timelines.
- The Engagement Process Timelines will not function such that they interrupt or prevent effective engagement and decision making.
- Foreseeable timeline extension requirements for Activities within the Standard and Complex Levels should be discussed and agreed to by the Parties as early in the process as possible, wherever possible.
- The Parties may request an extension to the Discussion Period timelines consistent with one or more of the following criteria and principles:
 - the Activity involves potentially significant impacts on HRFN Treaty Rights that cannot be adequately considered within the timeframes established for the Discussion Period;
 - both Engagement Coordinators agree that a timeline extension is required to achieve the Engagement Objectives;
 - information that the Parties have agreed is a necessary component of the Engagement Process and could be reasonably acquired to support the process will not be available within the timeframe of the Discussion Period;
 - the Activity is subject to a timeline of another process;
 - the timely exchange of communications, documents, or data is precluded due to a technical or environmental issue such as a power outage, internet failure or delay due to inclement weather;
 - a reasonable extension to the Discussion Period for a Complex Level engagement has been agreed to as part of an Engagement Plan or;
 - the Provincial Representative or Provincial Engagement Coordinator has not undertaken or completed an Engagement Activity in accordance with an agreed to engagement level timeline, including undertaking or completing the matters described in section 7.42 as soon as practicable.
- A request for a timeline extension that is consistent with the Timeline Extension Principles will not be unreasonably denied and the revised completion date will be recorded in the Shared Engagement Record.

Appendix 4: Engagement Level Table

| Considerations | Information Only | Streamlined | Standard | Complex | Custom |
|--|---|---|---|--|---|
| Description | As agreed and reflected in the Activity Table | Low potential impacts on HRFN T8 Rights | Moderate potential impacts on HRFN T8 Rights | High potential impacts on HRFN T8 Rights | Moderate-to-High potential impacts on HRFN T8 Rights |
| Engagement Timelines: | | | | | |
| Initial Response Period | N/A | 15 | 15 | 15 | 15 |
| Discussion Period | N/A | N/A | 20 | 45 | Customized |
| Engagement Activities: <i>In addition to information exchange, the Parties may agree to enter into one or more of the listed activities, which are optional and may be selected according to the specific circumstances of the Activity.</i> | <ul style="list-style-type: none"> No Engagement Annual Reporting and/or by request | <ul style="list-style-type: none"> Information exchange in writing using the Shared Engagement Record (SER). | <ul style="list-style-type: none"> Information exchange in writing using the SER. Coordinated Activity review process Joint technical meetings Additional gathering of available information Site visits where reasonable to meet Shared Engagement Objectives | <ul style="list-style-type: none"> Information exchange in writing using the SER. Engagement Planning Any Standard Level, Engagement Activities Traditional Use Studies Technical studies or assessments Mitigation Plans prepared by a Qualified Professional Meetings with Statutory Decision Makers Archaeological assessments where necessary to meet Engagement Objectives. | <ul style="list-style-type: none"> Determined based on Activity or Activities complexity and subject to requirements in Section 7.54. Custom Engagement Process |

Appendix 5: Activity Table

User Note: Pay attention to footnotes, as these provide clarification and/or additional instruction for implementing this Activity Table.

Crown Lands Activity Table (Ministry of Forests, Lands and Natural Resource Operations)

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|----------------------|---|---|--|--|-----------------------|
| Miscellaneous | <ul style="list-style-type: none"> • Notation of Interest (Annual Report) • Correction of minor mapping errors (same vicinity, less than a 10% change in existing tenure area) • Emergency measures required for the protection of life and property | <ul style="list-style-type: none"> • Renewals and replacements (including scheduled renewals and replacements) of existing tenures where there are no changes to terms or footprint, and the tenures were/are consulted on after 2010. | <ul style="list-style-type: none"> • Prohibition of Use – Order in Council (OIC) • Renewals and replacements (including scheduled renewals and replacements) of existing tenures where there are no changes to terms or footprints, and the tenures were consulted on prior to 2010¹ • Renewals and replacements of existing tenures where there are changes to terms and/or footprints. | | |

¹ Reference to 'prior to 2010' included to recognize consultation confidence.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---|---|---|---|---|-----------------------|
| Land Act Reserves <i>Section 15 Order in Council</i> <i>Section 16 Withdrawal From Disposition</i> <i>Section 17 Conditional Withdrawal</i> *Standard level not subject to Engagement Level Modifiers | | <ul style="list-style-type: none"> Establishment, of reserves which are protective in nature for which active use or development is not contemplated Amendment where area is added of reserves which are protective in nature for which active use or development is not contemplated Establishment, amendment or cancellation of reserves for public interest or which future development is anticipated and a higher level of engagement is required prior to development. | <ul style="list-style-type: none"> Establishment, amendment or cancellation of reserves for public interest that authorizes works on the land* Amendment where area is removed or cancellation of reserve which are protective in nature for which active use or development is not contemplated* | | |
| Crown Grant | <ul style="list-style-type: none"> Fee simple transfers (Crown Grants) of forfeited urban residential lots | | <ul style="list-style-type: none"> Fee simple transfers (Crown Grants) of lands tenured after the Implementation Date with option to purchase Fee simple transfers (Crown Grants) of forfeited rural, | Fee simple transfers (Crown Grants) of lands tenured prior to the Implementation date with option to purchase <ul style="list-style-type: none"> New applications for disposition of Crown | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|--|---|---|--|
| | | | agricultural or recreational residential lots. | Land or which include a future option to purchase; <ul style="list-style-type: none"> • Fee simple transfers (Crown Grants) of previously un-tenured lands. | |
| Work Camps | | <ul style="list-style-type: none"> • New/replacement or amendment to temporary work camps for up to 20 people; | <ul style="list-style-type: none"> • New/replacement or amendment to temporary work camps for 20 to 75 people | <ul style="list-style-type: none"> • New/replacement or amendment to permanent work camps or temporary work camps for greater than 75 people | |
| New applications or amendments not otherwise identified in this table. Statutory Right of Ways Licence of Occupations Interim Licence of Occupation Temporary Licence Investigative Licence of Occupation Lease | | Activities with minor potential disturbance or effect on other uses that have: <ul style="list-style-type: none"> • up to one (1) hectare of disturbance For Example: <ul style="list-style-type: none"> • Communication sites • Community or Institutional uses; • Aggregate & Quarries (Sand, gravel, Riprap, etc) • Utilities (temporary | Activities with moderate potential disturbance or effect on other uses that have: <ul style="list-style-type: none"> • greater than one (1) hectare of disturbance, and • a term of 5 years or less. For Example: <ul style="list-style-type: none"> • Communication sites • Community or Institutional uses; • Aggregate & Quarries (Sand, gravel, Riprap, etc) • Utilities (transmission lines and other linear infrastructure) | Activities with significant potential disturbance or effects on other uses that have: <ul style="list-style-type: none"> • greater than one (1) hectare of disturbance, and • a term greater than 5 years For example: <ul style="list-style-type: none"> • Communication sites • Community or Institutional uses; • Aggregate & Quarries (Sand, gravel, Riprap, etc) • Utilities (transmission lines | Where Custom Process criteria are met in accordance with Schedule 6-Engagement Process |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|--|--|---|-----------------------|
| | | <ul style="list-style-type: none"> workspaces) • Roadways • Log handling • Private Moorage • Commercial – filming • Navigation aids, including beacons; • Geotechnical investigations • Water testing stations | <ul style="list-style-type: none"> • Transportation (Roadways, Airstrips) • Commercial • Industrial • Geotechnical investigations • Commercial recreation, including river rafting, river boating, backcountry hiking, and guided nature tours; • Windpower Investigation • Waterpower investigation (run of the river) | <ul style="list-style-type: none"> and other linear infrastructure) • Transportation (Roadways, Airstrips) • Commercial • Industrial • All Season Resorts • Agriculture (Extensive and Intensive) • Log Handling • Land and Management Transfers • Residential • Windpower Project Development (Extensive Use Area or General Area) • Windpower Project Operational (Intensive Use Area) • Waterpower Project Development (Extensive Use Area or General Area) • Waterpower Project Operational (Intensive Use Area) | |

Fish and Wildlife Activity Table (Ministry of Forests, Lands and Natural Resource Operations)

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|---|---|--|---|
| Angling/Fishing – Recreational | <ul style="list-style-type: none"> • Angling Guide Licence (new/renewal) • Assistant Angling Guide Licence | <ul style="list-style-type: none"> • New/Amended Angling Guide Operating Plans | | | |
| Aquaculture/ Commercial Fishing | <ul style="list-style-type: none"> • Recreational Fishing Licences • Rainbow Trout Fish Pond Permit | <ul style="list-style-type: none"> • Fish Vending Licence • Fish stocking (annual meeting if requested by HRFN) | <ul style="list-style-type: none"> • Commercial Harvesting Licence | | |
| Exporting/ Importing Animals | <ul style="list-style-type: none"> • CITES Permit (export specific animals) • Export Permit (animals) | | | | |
| Transporting | <ul style="list-style-type: none"> • Transporter Licence | | | | |
| Hunting/ Guiding | <ul style="list-style-type: none"> • Guide Outfitter Licence (renewal) • Accompany a Non-Resident Hunter | <ul style="list-style-type: none"> • Guiding Territory Certificate (Renewal/Transfer) • Guide Outfitter Licence (New/amended) | | <ul style="list-style-type: none"> • Guiding Territory Certificate New • Guide Territory Certificate Amendment | |
| Other | | | | <ul style="list-style-type: none"> • Regulation Changes • Quota and Limited Entry Hunt Decisions | <ul style="list-style-type: none"> • Species Management Planning* • Burn Plans • Wildlife Management |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---|---|--|---|---|---|
| | | | | | <p>Areas (WMA)</p> <p><i>*For greater clarity, this does not preclude the Parties from engaging on Species Management Planning outside the Custom Process in accordance with Schedule 3 – HRFN/Province Wildlife Working Group or other planning process/ initiatives</i></p> |
| Wildlife General Permit: Live Wildlife | <ul style="list-style-type: none"> • Possess Live Wildlife – Other • Nuisance Wildlife Trapping on private land • Release Wildlife from Captivity • Capture Live Wildlife – Rehab (permanent) | <ul style="list-style-type: none"> • Possess Live Wildlife (not on public display) • Possess Live Wildlife (public display & other commercial purposes) • Capture Live Wildlife Permit – from Rehab | <ul style="list-style-type: none"> • Capture Live Wildlife – Falconry • Capture Live Wildlife – Amphibian Salvage • Capture Live Wildlife – Capture and Collar of Big Game • Capture Wildlife – Capture and Collar of small animals • Capture Wildlife - Other | <ul style="list-style-type: none"> • Transport Live Wildlife within BC | |
| Wildlife General Permit: Dead Wildlife | <ul style="list-style-type: none"> • Possess for Ceremonial Purposes • Possess for sustenance (food banks) | | | | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|---|--|---|-----------------------|
| Trapping/ Fur Trading | <ul style="list-style-type: none"> Fur trader licence Trapline Cabin Site (Notation of Interest) Trapping Licence (new/renewal) | | <ul style="list-style-type: none"> Trapline Transfer/ Registration | | |
| Nuisance | <ul style="list-style-type: none"> Beaver lodge/dam removal - emergency measures (i.e. bridge/road washout); with immediate notification to HRFN | <ul style="list-style-type: none"> Wildlife lethal measures related to existing infrastructure and facilities (including beaver dam removal) Trapping wolves and coyote on Crown Land | <ul style="list-style-type: none"> Wildlife lethal measures related to new infrastructure/ development (including beaver dam removal) Trapping other fur bearers on Crown Land | | |
| Scientific Fish Collection | <ul style="list-style-type: none"> Fish Salvage (emergency) Forestry | <ul style="list-style-type: none"> Brood Stock Education Inventory Research | | | |
| Miscellaneous | <ul style="list-style-type: none"> Use Land Resources in Wildlife Management Area Permit (none in region) Disabled Hunting | <ul style="list-style-type: none"> Special Motor Vehicle Access (for disabled and/or non-disabled person) | <ul style="list-style-type: none"> Motor Vehicle Exemption permit Use of Land Resources in Wildlife Management Area Permit | <ul style="list-style-type: none"> Possess, Take and/or Destroy Bird Nest and/or Egg | |
| Wildlife Research or Salvage Permit | <ul style="list-style-type: none"> Dangerous to Public Safety | | <ul style="list-style-type: none"> Management of Problem Wildlife – S.2(c)(iii) | | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---------------------------------|--|--|---|--|-----------------------|
| Controlled Alien Species | <ul style="list-style-type: none"> Temporarily Possess: <ul style="list-style-type: none"> Personal-Individual Non-Personal Non-Personal-Accredited Zoo or Aquarium Non Personal – Certified Educational Institution Non Personal – Certified Research Institution Commercial Filming Transitory Possession Rescue Center Possession | <ul style="list-style-type: none"> Controlled Alien Species | | | |
| Discharge a Firearm | <ul style="list-style-type: none"> Discharge a Firearm in a “No Shooting” Area (annual check-in) | | | | |

Water Activity Table (Ministry of Forests, Lands and Natural Resource Operations)

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---|---|---|---|--|-----------------------|
| Drought Communication and Response | Drought Information Bulletins will be shared with Aboriginal Groups as soon as practical once drought levels are determined by the Provincial Drought Technical Working Group. | | | | |
| Authorized Changes | Applicant is required to adhere to the Water Sustainability Regulation (Part 3, Sections 39-44) and all supplementary terms and conditions imposed by the Habitat Officer: (http://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/working-around-water/terms_and_conditions_northeast_region_sept_2016.pdf) | | | | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|-------------------------------------|---|--|--|---|-----------------------|
| | Emergency Works are an Authorized Change under the Water Sustainability Regulation. | | | | |
| Change Approval ² | Stream is non-fish bearing. <ul style="list-style-type: none"> • Tenures are in place • Application does not involve new structures | Stream is fish-bearing. Activities with nil or negligible anticipated risk of impact to fish and/or fish habitat. <ul style="list-style-type: none"> • Tenures are in place • Application does not involve new structures • Works occurring within the regional least risk timing windows | Stream is fish-bearing. Activities with low to moderate anticipated risk of impact to fish and/or fish habitat. <ul style="list-style-type: none"> • Tenures are in place • Application involves new structures • Works occurring outside of the regional least risk timing windows with adequate rationale • Mitigation measures to ensure the receiving watercourse is not adversely impacted by the proposed works are adequate | Stream is fish-bearing. Activities with moderate anticipated risk of impact to fish and/or fish habitat. <ul style="list-style-type: none"> • New tenures are being applied for • Department of Fisheries and Oceans (DFO) mitigation measures required • Project has multiple instreams works components • Works occurring outside of the regional least risk timing windows with inadequate rationale | |

² In circumstances where criteria from two engagement levels apply, the engagement level will default to the higher level.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---------------------------------|--|--|--|--|-----------------------|
| | | | | <ul style="list-style-type: none"> Mitigation measures to ensure receiving watercourse is not adversely impacted are inappropriate or missing <ul style="list-style-type: none"> An Environmental Management Plan is being developed | |
| Use Approval³ | <p>Stream is non-fish bearing.</p> <ul style="list-style-type: none"> Application falls within Risk Management Level 1 under the Environmental Flow Needs Policy. | <p>Stream is fish-bearing.</p> <p>Activities with nil or negligible anticipated risk of impact to fish and/or fish habitat.</p> <ul style="list-style-type: none"> Tenures are in place Application falls within Risk Management Level 1 under the Environmental Flow Needs Policy | <p>Stream is fish-bearing.</p> <p>Activities with low to moderate anticipated risk of impact to fish and/or fish habitat.</p> <ul style="list-style-type: none"> Tenures are in place Application falls within Risk Management Level 2 under the Environmental Flow Needs Policy | <p>Stream is fish-bearing.</p> <p>Activities with moderate anticipated risk of impact to fish and/or fish habitat.</p> <ul style="list-style-type: none"> New tenures are being applied for Department of Fisheries and Oceans (DFO) mitigation measures required Project has multiple instream | |

³ In circumstances where criteria from two engagement levels apply, the engagement level will default to the higher level.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|--|--|--|-----------------------|
| | | | | works components; <ul style="list-style-type: none"> Application falls within Risk Management Level 3 under the Environmental Flow Needs Policy An Environmental Management Plan is being developed | |
| Surface Water Licence⁴ | Stream is non-fish bearing. <ul style="list-style-type: none"> Application falls within Risk Management Level 1 under the Environmental Flow Needs Policy. | Stream is fish-bearing. Activities with nil or negligible anticipated risk of impact to fish and/or fish. <ul style="list-style-type: none"> Tenures are in place Application falls within Risk Management Level 1 under the Environmental Flow Needs Policy | Stream is fish-bearing. Activities with low to moderate anticipated risk of impact to fish and/or fish habitat. <ul style="list-style-type: none"> Tenures are in place Application falls within Risk Management Level 2 under the Environmental Flow Needs Policy | Stream is fish-bearing. Activities with moderate anticipated risk of impact to fish and/or fish habitat. <ul style="list-style-type: none"> New tenures are being applied for Department of Fisheries and Oceans (DFO) mitigation measures required Project has multiple instream | |

⁴ In circumstances where criteria from two engagement levels apply, the engagement level will default to the higher level.

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 business days) | Custom Process |
|--|---|--|--|--|-----------------------|
| | | | | works components <ul style="list-style-type: none"> • Application falls within Risk Management Level 3 under the Environmental Flow Needs Policy • An Environmental Management Plan is being developed | |
| Ground Water Approvals and Licenses⁵ *Streamlined and Standard Levels not subject to Engagement Level Modifiers | <ul style="list-style-type: none"> • Initial licensing of existing wells for non-domestic use prior to March 1, 2019 | <ul style="list-style-type: none"> • Less than or equal to 10m³/day* | <ul style="list-style-type: none"> • Greater than 10m³/day and less than or equal to 100m³/day* | <ul style="list-style-type: none"> • Greater than 100m³/day: <ul style="list-style-type: none"> • Hydrological report required by proponent. | |

⁵ The Parties agree to review and re-consider the streaming criteria for ground water approvals and licences after one year of implementation. The review is in recognition that the authorization of these Activities are new and the Parties agree that they be re-considered once the Parties develop a better understanding of the nature of the potential impacts to Treaty rights.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|-------------------|--|---|---|--|-----------------------|
| Amendments | <ul style="list-style-type: none"> Abandonment; or, Change of Works with no change to term or volume; or, Change of Purpose with no change to term or volume; or, Transfer Appurtenance; or, Apportionment. <p><i>(Note: any change to term or volume requires a new water licence application)</i></p> | Extension of Time: extend the time specified in the licence for beginning or completing construction of the approved works, or to make beneficial use of the water. | | | |

Water Notes & Definitions

Environmental Flow Needs Policy

The purpose of the Environmental Flow Needs (EFN) Policy was developed to aid decision makers and technical staff by providing a coarse screening tool for assessing the risk to environmental flow needs. Water Stewardship staff conduct a technical assessment for all *Water Sustainability Act* Approvals and Water Licences. Risk Management Levels are used to assess or mitigate potential effects from the proposed activities. The measures are associated with levels 1, 2, 3 or special considerations and are intended to guide technical staff and decision makers where more caution, and subsequently additional information and analysis may be needed.

- Risk Management Level 1:
 - A stream, or specific flow periods, deemed to be at Risk Management Level 1 from withdrawals means that there is sufficient natural water availability for the proposed withdrawal period and that cumulative water withdrawals are below a specified threshold of concern. This withdrawal threshold can range from 5 to 15%, with the more conservative threshold for streams or flow periods that are naturally flow sensitive. While “Level 1” does not mean “no risk”, supplementary information is likely not needed, unless species or habitat-specific sensitivities are identified.
- Risk Management Level 2:
 - A stream, or specific flow periods, deemed to be at Risk Management Level 2 from withdrawals means that the aquatic environment is flow-limited for the proposed withdrawal period; or that cumulative water withdrawals are greater than a specified

threshold of concern, which ranges from 5 to 20%. Supplementary information may be requested from the applicant, or the approval or licence may include terms and conditions to minimize potential impacts to environmental flow needs.

➤ Risk Management Level 3:

- A stream, or specific flow periods, deemed to be at Risk Management Level 3 from withdrawals means that the aquatic environment may be very flow-limited for the proposed period of withdrawal; or that cumulative water withdrawals are greater than a specified threshold of concern, which ranges from 5% for the most flow sensitive to greater than 20% cumulative withdrawals in a low flow sensitive scenario. More rigorous review of the potential risk and/or comprehensive approval/licence terms and conditions are likely.

- ***Special Consideration:***

If there are sensitive species or habitats present, additional information may be considered, such as a regional fish periodicity chart that provides minimum flow recommendations for life phases of species of significance (Ptolemy and Lewis, 2002).

Special Designations Table (Ministry of Forests, Lands and Natural Resource Operations)

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 day discussion) | Custom Process |
|--|---|---|--|--|-----------------------|
| Special Designations OGMA – Old Growth Management Areas <i>(Land Act)</i> | | OGMA <ul style="list-style-type: none"> • Amendment (with an increase to area) • Exemption requests for emergency purposes (i.e. human safety, potential for damage to infrastructure, etc.) | OGMA <ul style="list-style-type: none"> • New or Replacements • Amendment (e.g.: decrease to area) • Exemption requests • Replacements (where the result is cancellation of an OGMA) | | |
| Special Designations <i>*Streamlined Level not subject to Engagement Level Modifiers</i> GAR (FRPA) establishment is for protective purposes: <i>FSW – Fishery</i> | | GAR Orders <ul style="list-style-type: none"> • Amendment increasing area* • Exemption requests for emergency purposes (i.e. human safety, potential for damage to infrastructure, etc.)* | GAR Orders <ul style="list-style-type: none"> • Establishment (new) • Other Amendments decreasing in area, or that lessen restrictions in the General Wildlife Measures) • Exemption requests • Cancellations | | |

| | | | | | |
|---|--|--|--|--|--|
| <i>Sensitive Watershed</i> <i>UWR – Ungulate Winter Range</i> <i>WHA – Wildlife Habitat Area</i> <i>WHF – Wildlife Habitat Feature</i> | | | | | |
|---|--|--|--|--|--|

Mineral Exploration and Mineral Tenure Activity Table (Ministry of Energy and Mines)⁶

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 business days) | Custom Process |
|---------------------------------|--|---|---|---|--|
| Mineral Tenure | <ul style="list-style-type: none"> Administrative or minor amendments with no disturbance (e.g. date extension of leases mining, placer) | | <ul style="list-style-type: none"> Mining Leases and Placer Leases | | |
| Mineral Exploration | <ul style="list-style-type: none"> Deemed authorizations under the <i>Mines Act</i> (as per regulation) Administrative or minor amendments with no disturbance (e.g. date extension of Notice of Work) | <ul style="list-style-type: none"> New exploration applications or amendments with minor potential disturbance | <ul style="list-style-type: none"> New exploration applications or amendments with moderate potential disturbance | <ul style="list-style-type: none"> New exploration applications or amendments with significant potential disturbance | |
| Mineral Mine Development | <ul style="list-style-type: none"> Administrative or minor amendments with no disturbance (e.g. proponent or project name) | <ul style="list-style-type: none"> Minor amendments to mine plans or final closure plans which involve minor change to the level of site | <ul style="list-style-type: none"> New small mine application with minor potential disturbance Moderate amended mine plans or final | <ul style="list-style-type: none"> New small mine application with moderate potential disturbance Significant amendments to | <ul style="list-style-type: none"> New major mine application <ul style="list-style-type: none"> EA process triggered New small mines with significant |

⁶ For all coal related applications, please refer to the Regional Coal Agreement.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|--|---|---|---|
| | changes) | disturbance outside the mine permit area and involve only one authorization (e.g. geotechnical amendments, short-term/duration changes, minor modifications) | closure plans and any associated permit applications (e.g. moderate modifications to permit area boundaries, and interim reclamation and closure plans) | mine plans or final closure plans and any associated permit applications (e.g. licence of occupation, licence to cut, special use permits, solid and liquid waste permits, liquid and air discharge permits, potable water permits, water licences) | potential disturbance and/or with a Mine Review Committee |

Parks and Protected Areas Activity Table (Ministry of Environment)

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45business days) | Custom Process |
|--|--|--|---|---|------------------------------|
| Parks and Protected Areas All Parks authorizations are not subject to Engagement Level Modifiers | Commercial Recreation Park Use Permit (PUP) (e.g. Guide Outfitters, river rafting, guided hikes, ecotourism, transporters) <ul style="list-style-type: none"> • Renewal • Transfer • Administrative amendment (no new: structure, boundary increase, or surface disturbance) Land Use Occupancy PUP (e.g. Trapping or grandfathered communication towers) <ul style="list-style-type: none"> • Renewal • Transfer • Administrative amendment (no new: structure, boundary increase, or surface disturbance) Filming PUP ⁷ | Commercial Recreation PUP <ul style="list-style-type: none"> • Amendment (with a temporary new structure, minor boundary increase or temporary surface disturbance) Land Use Occupancy PUP <ul style="list-style-type: none"> • Amendment (with a temporary new structure, minor boundary increase or temporary surface disturbance) Research PUP <ul style="list-style-type: none"> • Low impact sampling (e.g. tree coring or surface rock collection) Ecological Reserve Permit <ul style="list-style-type: none"> • Low impact sampling (e.g. tree coring or surface rock collection) Boundary Adjustment | Commercial Recreation PUP <ul style="list-style-type: none"> • New • Amendment (with significant boundary increase, or new or expanded structure or new permanent disturbance footprint) Land Use Occupancy PUP <ul style="list-style-type: none"> • New • Amendment (with significant boundary increase, or new or expanded structure or new permanent disturbance footprint) Ecosystem Restoration <ul style="list-style-type: none"> • Invasive Plant Species Management (e.g. use of goats, pesticide or hand pulling) • Prescribed Burning Research PUP <ul style="list-style-type: none"> • Extraction based | Commercial Recreation PUP <ul style="list-style-type: none"> • New fixed roof accommodation Boundary Adjustment (Deletion) <ul style="list-style-type: none"> • To Park, Protected Area, Ecological Reserve, Conservancy or similar area New <ul style="list-style-type: none"> • Park, Protected Area, Ecological Reserve, Conservancy or similar area Research PUP <ul style="list-style-type: none"> • Investigative Use Permit (industry based research – eg: fish sampling, rock sampling) | Park management plans |

⁷ BC Parks will provide written notice of any filming in parks to HRFN when an application is received. *Note: Filming Park Use Permits are provincially required to be processed in 5 days.

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45business days)</i> | Custom Process |
|--|---|---|--|---|-----------------------|
| | Research PUP <ul style="list-style-type: none"> Observational based Ecological Reserve Permit <ul style="list-style-type: none"> Observational research | <ul style="list-style-type: none"> (Addition) to Park, Protected Area, Ecological Reserve, Conservancy or similar area | sampling (e.g. fish/egg collection, live wildlife capture) Ecological Reserve Permit <ul style="list-style-type: none"> Extraction based sampling (e.g. fish/egg collection, live wildlife capture) | | |

Integrated Pest Management Activity Table (Ministry of Environment)

As per Part 7A of this Schedule, the Engagement Process does not apply to activities pursuant to the Integrated Pest Management Act, until such time as the Parties agree to add such Activities to the Activity Table.

Waste Management Activity Table (Ministry of Environment)

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 day discussion) | Custom Process |
|-------------------------|---|--|--|--|-----------------------|
| Waste Management | <ul style="list-style-type: none"> Section 87 of Environmental Management Act Orders used to address public safety or immediate environmental impacts. Minor amendments⁸ to solid waste, liquid waste, liquid effluent discharge and air discharge permit (=less than 10% increase in quantity and decrease in quality) Name change or transfer of waste discharge permits, administrative amendments or temporary amendments, including temporary bypass approvals | | <ul style="list-style-type: none"> Significant amendments⁹ to solid waste, liquid waste, liquid effluent discharge, and air discharge permit | <ul style="list-style-type: none"> New solid waste, liquid waste, liquid effluent discharge and air discharge permits Amendments to approved Liquid Waste Management Plans (LWMP) or Solid Waste Management Plans (SWMP), or development of new LWMPs and SWMPs. Hazardous waste treatment or disposal project permit | |

⁸ Minor amendment defined in the Public Notification Regulation under the *Environmental Management Act* Section 1 (2) (see Environmental Protection- Waste Management Notes below)

⁹ Significant amendment defined in the Public Notification Regulation under the *Environmental Management Act* Section 1 (see Environmental Protection- Waste Management Notes below)

Environmental Protection – Waste Management Notes

Public Notification Regulation under the *Environmental Management Act*- Definition of **Significant Amendment** (Section 1 (1) and **Minor Amendment** (Section 1 (2))

"**significant amendment**" means an amendment to a permit or approval which is not a minor amendment as defined in subsection (2).

(2) In this regulation "**minor amendment**" means an amendment to a permit or approval for any of the following purposes:

- (a) a change of ownership or name;
- (b) a change of legal address or mailing address;
- (c) a decrease in the authorized quantity of the discharge, emission or stored material;
- (d) an increase in the authorized quantity of the discharge, emission or stored material that does not exceed 10% of the authorized quantity;
- (e) a change in the authorized quality of the discharge, emission or stored material such that, in the opinion of a director, the change has or will have less impact on the environment;
- (f) a change in a monitoring program;
- (g) a change to the works, method of treatment or any other condition of a permit or approval such that, in the opinion of a director, the change has or will have less impact on the environment.

Forests and Range Activity Table (Ministry of Forests, Lands and Natural Resource Operations)

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 business days) | Custom Process |
|--|--|---|---|---|--|
| Administrative Decisions – Forestry AAC: Annual Allowable Cut CFA: Community Forest Agreement TFL: Tree Farm Licence TSA: Timber Supply Area TSR: Timber Supply Review | <ul style="list-style-type: none"> Tree Farm Licence (TFL) Private Land Deletions TFL transfer AAC Cut control transfer | <ul style="list-style-type: none"> TFL Private Land Additions | <ul style="list-style-type: none"> TFL Boundary Amendment Non-replaceable forest license issuance (NRFL) | <ul style="list-style-type: none"> AAC: TSA license consolidation or subdivision New forest license <ul style="list-style-type: none"> TFL Forest License First Nations Woodland License Community Forest Agreement Tenure Decisions (large area – e.g. 20,000 ha) CFA recommendation by District Manager, expansion of CFA boundary area | <ul style="list-style-type: none"> Timber Supply Review (TSR) <ul style="list-style-type: none"> AAC: TSR Review and Apportionment AAC Uplift Decision |
| Operations SUP: Special Use Permit FOS: Forests Operations Schedule OLTC: Occupant Licence to Cut FLTC: Forestry License to Cut TSL: Timber Sale | | <ul style="list-style-type: none"> Special Use Permit - SUPs Harvest Authorities (permit to harvest a cutblock) and Road Authorities (permit to construct a road) (Fort St. John (FSJ) Pilot Project) Cutting and Road Permits (outside FSJ Pilot Project Area) | <ul style="list-style-type: none"> New Forest Service Road Timber Sale Licenses Occupant Licence to Cut greater than 5ha that is not included in a consultation bundle | | |

| | Information Only (Annual Report/By Request) | Streamlined (15 business days) | Standard (15+20 business days) | Complex (15+45 business days) | Custom Process |
|----------------|---|---|--|--|-----------------------|
| <i>License</i> | | <ul style="list-style-type: none"> FOS amendments that require public notice under Section 83 of the FSJ Pilot Project Regulation¹⁰ Emergency Cutting Permit, Emergency Timber Sale License or Emergency Road Permit application (i.e. for fire salvage or other). Forestry License To Cut, 5 hectares or less Occupant License to Cut, 5 hectares or less that is not included in a consultation bundle | | | |
| Range | <ul style="list-style-type: none"> Range AUM decrease Grazing Licence - Non Use Agreement¹¹ Range developments small scale, (fence maintenance, | <ul style="list-style-type: none"> Range Use Plans (extensions with no changes) Range License Replacements (with no boundary changes) Grazing Lease Tenure Replacement with | <ul style="list-style-type: none"> Range AUM increase Range License replacement with boundary changes Area Exchange (for Range Licences) Range developments not approved under the | <ul style="list-style-type: none"> Range Use Plans / Range Stewardship Plans (amendments, new opportunities and renewals RUPs)¹² Grazing Lease Replacements with Management Plan amendments and | |

¹⁰ see Exploratory Notes -Forestry Notes and Information below for Section 83 of the FSJ Pilot Regulation

¹¹ Report out to HRFN as non- use agreements arise.

¹² The Parties will re-examine the engagement level following the completion of a Wildlife Range Best Management Practices (BMP) Project

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|---|---|---|---|--|-----------------------|
| | any fence construction in approved Range Use Plan, re-seeding grass on existing road, Right of way or landings and other disturbed areas, Corrals on existing landing or right of way, Cattleguard installation/replacement on existing road) <ul style="list-style-type: none"> • Assignment of Grazing Lease (change of tenure holder) • Disposition of a Grazing Licence (change of tenure holder) | management plan (existing tenure renewal with no changes in management plan) | Range Use Plan: large scale (e.g. new fence construction, stock trails, water sources) <ul style="list-style-type: none"> • Grazing permits (1-5 years and specific AUMs) • Hay Cutting Permits (1-5 years) • Range Burn Plans | range improvements <ul style="list-style-type: none"> • Grazing licence new opportunities (relinquished grazing tenure or no previous grazing tenure in area) | |
| Community Forest Agreement (CFA) and Plans | | <ul style="list-style-type: none"> • CFA Management Plan replacements (with no changes) • CFA Management Plan amendments • CFA AAC Determination | <ul style="list-style-type: none"> • CFA Management Plans | | |
| Woodlots | <ul style="list-style-type: none"> • Woodlot license replacement (with no | | (new) Woodlots (small area – e.g. 500 | | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|-----------------------------------|---|---|---|--|-----------------------|
| | boundary changes) <ul style="list-style-type: none"> • Woodlot Management Plans (extensions or with no changes) • Woodlot License Plans (extensions with no changes) | | ha) <ul style="list-style-type: none"> • Woodlot opportunities (New) • Woodlot Management Plans (New) • Woodlot Licence Plans (New) • Woodlot Licence Replacements with boundary changes (i.e. private land additions/deletions) • Fire Salvage Plans • Area Exchange (for Woodlot Licences) | | |
| Forest Management Planning | | | | <ul style="list-style-type: none"> • Forest Stewardship Plans (FSP)* • Sustainable Forest Management Plan – SFMP (Fort St. John Pilot Project)* • Forest Operating Schedule(harvesting planning for FSJ Pilot Project Area)* • TFL Management Plans* <p>*The parties recognize that additional time, beyond the Complex Timelines, may be required for consultation with respect to Forest</p> | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|------------------------------------|--|---|--|---|-----------------------|
| | | | | Management Planning Activities. Should additional time be required, the Parties will agree to appropriate timelines in the Engagement Plan. | |
| Recreation Sites and Trails | | Trail or Recreation Facility Construction <ul style="list-style-type: none"> Construction of a trail or recreation facility on Crown land Major Rehabilitation of a trail or other recreation facility on Crown land | Establishment of Recreation Sites and Trails <ul style="list-style-type: none"> Establishment, boundary variance or disestablishment of: <ul style="list-style-type: none"> Interpretive Forest Site; Recreation Site; or Recreation Trail Recreation Orders for the purpose of protecting and managing public recreation resources and uses on Crown land. <ul style="list-style-type: none"> Restriction or prohibition of non-recreational use of a resource management zone, landscape unit or | | |

| | Information Only <i>(Annual Report/By Request)</i> | Streamlined <i>(15 business days)</i> | Standard <i>(15+20 business days)</i> | Complex <i>(15+45 business days)</i> | Custom Process |
|--|--|---|---|--|-----------------------|
| | | | sensitive area established under Forest Practices Code of BC for recreation <ul style="list-style-type: none"> • Restriction or prohibition of a recreational use anywhere on Crown Land, except a use that is specifically permitted under another enactment. • Temporary exceptions may be made if deemed an immediate public safety hazard | | |

Forestry Terms and Information

Timber Supply Review:

The chief forester can initiate a timber supply review at any time if he believes there is a change in information, forest management, land use or First Nations requirements that could have a significant effect on timber supply. Alternatively, if conditions in the management unit are stable and there are no significant changes in information, forest management, land use or First Nations requirements, the chief forester can decide to postpone an allowable annual cut determination for up to five years. Timber supply analysis supports the planning process by assessing the extent to which each land-use proposal or option meets specified management objectives under specified forest policies and practices. The analysis also forecasts the implication of each proposal or option for the timber supply in the area. Therefore, timber supply analysis is a tool used to support planning, but the plan itself is developed by participants through a planning process.

An allowable annual cut determination can have far-reaching economic, environmental and social consequences and may be subject to intense public, stakeholder, and First Nations scrutiny.

- Given the risk of legal challenge, the process used to determine an allowable annual cut must be rigorous.

- The objectives of the timber supply review program are to:
- identify the economic, environmental and social information that reflects current forest management practices;
- identify First Nations interests and the public's concerns that may be impacted by an allowable annual cut determination;
- identify where improved information is required for future timber supply reviews; and,
- provide the chief forester with the information that must be considered in determining an allowable annual cut.

| | |
|------------------------------------|--|
| Annual Allowable Cut: | the rate at which timber is made available for harvesting in response to social, economic, and environmental considerations —how many trees can be cut in a year. This determination is made by the Chief Forester of the Province at least once every ten years. the Chief Forester may specify portions of the allowable annual cut (AAC) to different types of timber and terrain within a management unit |
| Apportionment: | Administrative decision made by the Minister on the final allocation of harvestable volume within a TSA. The purpose of the apportionment is to allocate volume to enable tenures that meet the social and economic objectives of the Crown. Identifies who will get which “piece of the AAC pie” |
| Community Forest Agreement: | a community forest can be described as any forestry operation managed by a local government, community group, or First Nation for the benefit of the entire community. Harvesting operations can also provide a source of revenue, supporting local priorities, while harvest rates and exact locations within the tenure can be set to meet locally determined objectives and interests. |
| Forest Stewardship Plan: | <p>The Forest Stewardship Plan (FSP) is the primary development management plan. The FSP has a term of 5 years and may be extended for an additional term of 5 years. The plan must have maps that show the boundaries of forest development units (FDUs) and must specify results or propose strategies in relation to objectives set by government. An FDU is an area where development may take place during the term of the plan. Cutblocks and roads are located inside the FDU.</p> <p>There are 11 objectives set by government, which include:</p> <ul style="list-style-type: none"> • soils, • visual quality, • timber, • forage and associated plant communities, • water, • fish, • wildlife, • biodiversity, • recreation resources, • cultural heritage resources, and, • resource features. |

These objectives, and factors relating to them, are prescribed in the Forest Planning and Practices Regulation (FPPR). Government may also establish other objectives for site-specific areas (e.g., wildlife habitat areas and visually sensitive areas).

- Woodlot License Plan:** The Woodlot License plan for woodlots, which are area-based tenures, is the woodlot's primary harvesting management plan and has a term of 10 years. Mapping requirements direct the licensees to show the boundaries of areas for which the identified default results or strategies apply. In general terms the end result is a map that identifies the areas on the woodlot where clearcut harvesting will take place, where partial harvesting will take place and where no harvesting will occur. Following the approval of the WLP, cutting permit and road permit applications will identify individual cutblocks to be harvested and roads to be constructed.
- Woodlot Management Plan:** A primary purpose of the management plan is to take inventory information and resource management considerations to propose an allowable annual cut (AAC) for the woodlot licence. Under normal circumstances the management plan should propose an AAC that is sustainable in the long term. In most cases, the management plan will not have an expiry date and will remain in effect until the licensee submits an amendment to the management plan or the district manager requires the submission of a new management plan to revise the AAC. The licensee may request an amendment to the management plan to propose a revised AAC to allow accelerated harvesting of timber that is windthrown, dead, damaged, insect infested or diseased. Some existing management plans may still have an expiry date, for example, where the licensee committed to completing an inventory by a specified time which will result in the submission of a new management plan and the determination of new AAC for the woodlot licence.
- Range Use Plan:** The Forest and Range Practices Act (FRPA) requires a Range Use Plan (RUP) be submitted and approved prior to the grazing season in order to ensure sustainable forage. For grazing of livestock, RUPs must include a map which shows the area of the plan, location and types of range developments in the area, and specifies the pastures in the area, as well as a schedule that describes livestock class, number of livestock, and period of use. RUPs are granted for a period of five years and may be extended for an additional period not exceeding five years.
- Operating Plan:** Operational plans proposed by major forest licensees or BC Timber Sales which identify potential blocks and roads for consultation and information sharing. Operating Plans are not statutory decisions however are used to provide an early opportunity for consultation on blocks road, and Timber Sale License proposals prior to statutory decision.
- Sustainable Forest Management Plan:** The Sustainable Forest Management Plan (SFMP) has a term of 6 years with an option to extend for a period not exceeding 2 years. The plan must address the entire project area and is consistent with Schedule A of the *Fort St John Pilot Project regulations* and any higher level plan in effect in the pilot project area on the date the SFMP is submitted for approval. The SFMP at a minimum must include landscape level strategies for the following:
- timber harvesting

- road access management
- patch size, seral stage distribution and adjacency
- riparian management
- forest health and management
- range and forage management

The Sustainable landscape level planning may also include strategies for one or more of the following:

- reforestation;
- biodiversity management, including habitat management for wildlife;
- soil management;
- water quality management;
- recreation management;
- forest protection;
- forest resource inventory;
- research and operational trials;
- public review and comment;
- any other forest management attribute approved by the regional manager and regional director.

These objectives, and factors relating to them, are prescribed in the Forest Planning and Practices Regulation (FPPR). Government may also establish other objectives for site-specific areas (e.g., wildlife habitat areas and visually sensitive areas).

Forest Operations Schedule: As outlined in Section 45 of FSJ Pilot Project Regulations After a SFMP has been approved the participants may prepare and submit a Forest Operations Schedule (FOS) that

- Identifies the areas in which timber harvesting and associated road construction is proposed by the participants
- Is consistent with SFMP
- Complies with Schedule C

FOS is effective on the date it is submitted to District Manager

Rights to harvest timber are granted through numerous types of licences and permits. The most common types are:

1. Tree Farm License (TFL)
2. Forest Licence (FL).
3. Forest Licence to Cut (FLTC)
4. Cutting Permit (CP)
5. Timber Sale License (TSL)
6. Occupant License to Cut (OLTC)

Tree Farm Licences apply to a specific land area and are commonly referred to as “area-based tenures.” These licences have a term of 25 years and are replaceable. AAC determination is necessary to determine how much timber should be harvested from the area covered by the TFL.

Forest Licences apply to a specific volume of timber that can be harvested within one or more TSAs. These licences are often referred to as “volume based tenures.” The AAC for the TSA is determined by the Chief Forester, and then the volume available for harvest is allocated to timber tenures by the Ministry of Forests and Range. Forest Licences may be replaceable or non-replaceable. Replaceable licences have generally been granted to people or companies that have built a mill as a condition for getting the licence. Non-replaceable forest licences (NRFL) have generally been granted where the Ministry of Forests and Range wants either to manage a specific timber problem, (e.g., harvesting beetle-killed wood), or to provide other harvesting opportunities where timber has become available for allocation.

A third type of licence, not nearly as common, is the **Forestry Licence to Cut (FLTC)**. This licence tends to be a small volume based tenure no more than 5 ha, often applied for salvage operations. It can be issued by the Regional Executive Director, District Manager or Timber Sales Manager.

Explanatory Note

- 83 (1) Before a participant submits a forest operations schedule or amendment, the participant must publish a notice, in a form acceptable to the district manager, in a newspaper stating that the forest operations schedule is available for public review and comment.
- (2) Despite subsection (1), notice is not required under that subsection if the district manager determines
- (a) that the forest operations schedule or amendment otherwise complies with this Schedule and is necessary to enable measures to be taken to address an emergency, and
 - (b) that there is insufficient time to provide for review and comment for a period of at least 10 days.
- (3) Despite subsection (1), notice is not required under that subsection if the district manager determines that the amendment
- (a) otherwise complies with this Schedule,
 - (b) will adequately provide for managing and conserving the forest resources of British Columbia for the area to which it applies, and
 - (c) does not materially change the objectives or results of the schedule.
- (4) Despite subsection (1), notice is not required under that subsection if the amendment increases the size of a cutblock provided that
- (a) the amount of the increase does not exceed
 - (i) 1 ha or 25% of the area of the cutblock, whichever is greater, if the cutblock is less than 20 ha before the increase, or
 - (ii) 10 ha or 25% of the area of the cutblock, whichever is less, if the cutblock is at least 20 ha before the increase,
 - (b) the cutblock size remains consistent with the sustainable forest management plan, and
 - (c) none of the area being added to the cutblock as a result of the proposed amendment will result in harvesting within

- (i) a riparian management zone of a stream that has a classification of S1, S2, S3 or S4,
- (ii) a known forest ecosystem network,
- (iii) a wildlife tree patch,
- (iv) a known old growth management area, or
- (v) a known ungulate winter range.

(5) Despite subsection (1), notice is not required under that subsection if the district manager determines that it is not practicable to publish a notice, given the circumstances or conditions applicable to the area under an amendment.