

THIS AMENDED AND RESTATED 2024 GOVERNMENT TO GOVERNMENT AGREEMENT
IS DATED APRIL 1, 2024 (THE "EFFECTIVE DATE")

Between:

MCLEOD LAKE INDIAN BAND, as represented by Chief and
Council

("MLIB")

And:

GOVERNMENT OF BRITISH COLUMBIA, as represented by the
Minister of Indigenous Relations and Reconciliation

("British Columbia" or "BC")

WHEREAS:

- A. MLIB is an adherent to Treaty No. 8 by virtue of the Treaty No. 8 Adhesion and Settlement Agreement dated March 27, 2000;
- B. MLIB has rights that are recognized and affirmed by s. 35(1) of the *Constitution Act, 1982* ("**MLIB Rights**"), which MLIB asserts includes both inherent Aboriginal rights and the Treaty rights recognized under the Treaty No. 8 Adhesion and Settlement Agreement dated March 27, 2000;
- C. MLIB holds MLIB Rights in MLIB Territory, within which natural resource developments have, are currently, and are anticipated to continue to occur during the Term;
- D. British Columbia's administrative boundaries of the Omineca Region and Northeast Region are located within MLIB Territory, and the Parties wish that the implementation of this Agreement be aligned with and build on applicable new and ongoing initiatives in both of these regions;
- E. The Parties acknowledge that the Tse' tai gah Area is an area of historic and continuing cultural significance to MLIB;
- F. British Columbia has committed to adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples (the "**UN Declaration**") through the *Declaration on the Rights of Indigenous Peoples Act*, and is committed to working with First Nations, such as MLIB, in a collaborative and respectful manner to develop a shared vision of reconciliation to guide the implementation of the UN Declaration;
- G. The Parties signed an initial government to government agreement in March 2017 (the "**2017 G2G Agreement**") reflecting their commitment to building an enduring government-to-government relationship based on principles of mutual respect, recognition and cooperation; and
- H. The Parties wish to reaffirm their commitment to working collaboratively through this Agreement to enhance their government-to-government relationship based on respect,

recognition of rights, and advancement of reconciliation in a manner that is consistent with British Columbia's Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples (the "**Draft Principles**"), the UN Declaration and the Truth and Reconciliation Commission ("**TRC**") Calls to Action.

NOW THEREFORE, the Parties hereby agree as follows:

PART 1 – DEFINITIONS

1.1 **Definitions.** In this Agreement:

"2017 G2G Agreement" means the Government to Government Agreement between McLeod Lake and British Columbia dated March 30, 2017;

"Agreement" means this Amended and Restated 2024 Government to Government Agreement, as may be amended from time to time by written agreement of the Parties;

"Application" means an application, other than an application for an environmental assessment certificate under the *Environmental Assessment Act*, seeking any approval(s) or authorization(s) from a Provincial Agency for proposed land and/or resource activities and/or use within MLIB Territory, and includes the application document, any materials for amendment, and all supporting materials;

"Business Days" means any day from Monday to Friday, except any such day that is National Aboriginal Day, a statutory holiday in British Columbia or part of the two week holiday office closure of MLIB taken from December to January every year;

"Decision" means an administrative or operational decision made by a Provincial Decision Maker with respect to an Application or Proposed Activity that may potentially adversely affect MLIB Rights;

"Dispute" means any disagreement regarding the interpretation or implementation of this Agreement, but does not include disagreements arising during the implementation of the Shared Decision-Making Process;

"Draft Principles" has the meaning provided to that term in Recital H;

"Effective Date" means the date set out on the first page of this Agreement;

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

"G2G" means Government to Government, and in this agreement refers to MLIB's government, as represented by Chief and Council, and BC's government;

"Government of British Columbia" has the same meaning as in s. 29 of the *Interpretation Act*, RSBC 1996, c. 238;

"Legal Proceeding" means any demand, claim, cause of action or action made before a court or any proceeding before a court, including a judicial review or appeal of a court

decision, or any hearing before a board, commission, tribunal, arbitrator or other judicial, quasi-judicial or administrative decision-maker;

"Member" means an individual who is a "member of a band", as that phrase is defined in the *Indian Act*, of MLIB under the MLIB Membership Code;

"MLIB Rights" has the meaning provided to that term in Recital B;

"MLIB Territory" means the territory of MLIB, as outlined in Map 1 enclosed in Schedule 2;

"Northeast Region" means British Columbia's Northeast natural resource region, as outlined in Map 1 enclosed in Schedule 2;

"Omineca Region" means British Columbia's Omineca natural resource region, as outlined in Map 1 enclosed in Schedule 2;

"Tse' tai gah Area" means the Tse' tai gah watershed, also known as the Parsnip watershed, which is located in the Omineca Region, as outlined in Map 2 enclosed in Schedule 2;

"Parties" means MLB and British Columbia and **"Party"** means either one of them;

"Proposed Activity" or "Proposed Activities" means proposed land and resource activities within MLIB Territory requiring or expected to require a Decision or a decision or activity contemplated by a Provincial Agency which may have adverse impacts on MLIB Rights, or which is subject to engagement as otherwise agreed-to by the Parties;

"Provincial Agency" means each of the following ministries of British Columbia:

- a. Ministry of Indigenous Relations & Reconciliation;
- b. Ministry of Forests;
- c. Ministry of Water, Lands and Resource Stewardship;
- d. Ministry of Environment & Climate Change Strategy (but does not include the Environmental Assessment Office);
- e. Ministry of Energy, Mines & Low Carbon Innovation; and
- f. Ministry of Transportation and Infrastructure;

"Provincial Decision Maker" means an official or designate of any Provincial Agency, with authority under provincial legislation to make decisions with respect to an Application or Proposed Activity;

"Representative" means such individual designated by each Party to carry out responsibilities under the Shared Decision-Making Process;

"Shared Decision-Making Process" refers to the process set out in Schedule 3;

“Strategic Topics” means a land or resource matter of interest to any Party that arises during implementation of the Shared Decision-Making Process but is outside the scope of a particular Application or Proposed Activity;

“Term” has the meaning provided to that term in Section 3.1;

“TRC” has the meaning provided to that term in Recital H; and

“UN Declaration” has the meaning provided to that term in Recital F.

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

Schedule 1 – Government to Government Committees

Schedule 2 – Maps

- Map 1 – MLIB Territory, depicting BC’s Omineca Region and Northeast Region
- Map 2 – Tse’ tai gah Area

Schedule 3 – Shared Decision-Making Process

PART 2 – PURPOSES AND PRINCIPLES

2.1 **Purposes.** The purposes of this Agreement are to:

- (a) foster and build a positive and respectful government-to-government relationship to support the advancement of reconciliation between the Parties in a manner consistent with the UN Declaration, the TRC Calls to Action and British Columbia’s commitments under the Draft Principles;
- (b) establish and implement a Shared Decision-Making Process relating to Applications and Proposed Activities that:
 - (i) increases collaboration, efficiency, and meaningful involvement of MLIB and British Columbia in land use and natural resource decision making in MLIB Territory, while seeking to address the interests of both Parties and upholding and respecting MLIB Rights in MLIB Territory;
 - (ii) ensures that MLIB has a meaningful role in, and opportunity to participate in the economic opportunities associated with, the development of land and natural resources in MLIB Territory, including resource revenue sharing; and
 - (iii) facilitates British Columbia’s fulfilment of its legal obligation to consult, and where appropriate accommodate, in respect of Decisions, while recognizing BC’s commitment in the Draft Principles to build on and go beyond the legal duty to consult;
- (c) establish G2G committees to review and discuss strategic level issues within MLIB Territory;

- (d) support the Parties' objective of collaboration on environmental management and stewardship issues described in Section 7.5; and
- (e) support the Parties' objective of improving the social and economic well-being of the MLIB community and its members.

PART 3 – TERM AND TERMINATION

- 3.1 **Term.** This Agreement takes effect on the Effective Date and expires on March 31, 2027, subject to renewal under Section 3.2 or earlier termination in the manner set out in this Agreement (the “**Term**”).
- 3.2 **Renewal.** Before the expiry of the Term, the Parties will meet to discuss a potential renewal or extension of this Agreement.
- 3.3 **Termination.** Subject to Section 11.5, either Party may terminate this Agreement on ninety (90) Business Days' written notice to the other Party, which notice must include reasons for termination.
- 3.4 **Obligations on Termination.** If this Agreement is terminated by either Party:
- (a) British Columbia will have no further obligations to MLIB under this Agreement after the effective date of the termination; and
 - (b) MLIB will have no further obligations to British Columbia under this Agreement.
- 3.5 **Not a Dispute.** Termination under Section 3.3 will not constitute a Dispute and, for greater certainty, Part 11 will not apply in respect thereof.

PART 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 **British Columbia Representations.** British Columbia represents and warrants that it has the authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement, it has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, and that this Agreement is a valid and binding obligation on British Columbia.
- 4.2 **MLIB Representations.** MLIB represents and warrants that it has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement on its own behalf and on behalf of its Members, it has taken all necessary actions, and obtained all necessary approvals to enter into this Agreement for and on behalf of its members, and that this Agreement is a valid and binding obligation on MLIB.

PART 5 – SHARED DECISION-MAKING PROCESS

- 5.1 **Shared Decision-Making Process.** The Shared Decision-Making Process will be the means by which British Columbia and MLIB will engage on all Applications and in respect of Proposed Activities.

- 5.2 **Role of G2G Committees.** For the purposes of Section 5.1, all Applications will be provided to MLIB and, for greater certainty, the G2G committees under Section 6.1 will not participate in or otherwise oversee the Shared Decision-Making Process unless and only to the extent otherwise agreed-to by the Parties.
- 5.3 **Fulfilment of Obligations.** The Shared Decision-Making Process under Section 5.1 will constitute the means by which the Parties will fulfill the procedural and information-sharing obligations arising from British Columbia's obligation to consult MLIB regarding the potential impact of the corresponding Proposed Activity or Decision, as applicable, on MLIB Rights.
- 5.4 **Without Prejudice.** For certainty, MLIB's agreement with the Shared Decision-Making Process under Section 5.1 will not constitute express or implied agreement or consent to any Application, Proposed Activity or Decision, and nothing herein provides MLIB confirmation that British Columbia has fulfilled the substantive aspects of its obligations to consult and accommodate MLIB in regards to any Proposed Activity or Decision.
- 5.5 **Strategic Topics.** The Parties acknowledge that Strategic Topics may arise during the implementation of the Shared Decision-Making Process which, on agreement of the Parties, may be referred to the G2G Working Group, who will meet to discuss and attempt in good faith to resolve any issues or concerns raised by either Party, and seek consensus on any further steps.

PART 6 – GOVERNMENT TO GOVERNMENT RELATIONSHIP

- 6.1 **Committees.** The Parties agree to continue the following G2G committees, which were established pursuant to the 2017 G2G Agreement, all in accordance with Schedule 1:
- (a) G2G Executive; and
 - (b) G2G Working Group.
- 6.2 **Sub-Committees.** The G2G Working Group may establish sub-committees in accordance with Schedule 1 as necessary to carry out its obligations under this Agreement.
- 6.3 **Annual Review.** As soon as practical following the first anniversary of this Agreement, and annually thereafter, the G2G Working Group will meet to review the implementation of the Agreement, and may, as a result of that review:
- (a) amend the Shared Decision-Making Process as the G2G Working Group agrees in writing is necessary;
 - (b) make changes to any sub-committees established under Section 6.2; and
 - (c) make a recommendation to the G2G Executive regarding any issues that have arisen under the Agreement to ensure or advance more effective achievement of the purposes of this Agreement.
- 6.4 **Additional Meetings.** Nothing in the Agreement prevents the Parties from agreeing to other G2G meetings.

PART 7 – COLLABORATIVE MANAGEMENT

7.1 Parties' intent to pursue Collaborative Management.

- (a) The Parties, through the G2G Working Group and the creation of sub-working groups, as required, will advance collaborative management in the Omineca Region by prioritizing the development of collaborative management approaches and recommendations in relation to the topics of interest identified in Section 7.5.
- (b) The Parties acknowledge and agree that this work is expected to include consideration of cumulative effects, MLIB laws, and British Columbia laws, and will be in alignment with other applicable initiatives and ongoing approaches to address cumulative effects underway between the Parties, including those in the Northeast Region.
- (c) The Parties acknowledge that specific mandates from their respective leadership may be required to pursue initiatives contemplated in this Part 7, and where the Parties agree to prioritize specific initiatives, each Party will take steps and good faith efforts to seek such mandates as appropriate.

7.2 Continuation of Tse' tai gah Subcommittee Work: Throughout the Term, the Parties will continue their work on the Tse'tai gah Pilot Project in the Tse' tai gah Area, through the Tse' tai gah subcommittee, which was established during the implementation of the 2017 G2G Agreement. This work includes work aimed at enhancing moose management, including through:

- (a) development of a moose health sampling program, which will include training for Members; and
- (b) identification and designation of key seasonal moose habitats, including developing management recommendations and conservation measures (which may include statutory designations).

7.3 Indigenous Protected and Conserved Area ("IPCA") Interest.

- (a) MLIB has identified an interest in exploring opportunities for collaboration with BC on an IPCA within the Tse' tai gah Area.
- (b) If MLIB declares such an IPCA, the Parties will, through the G2G Working Group, discuss opportunities to collaborate in seeking to advance such MLIB interest.

7.4 Land Stewards (Guardians) Programs. The Parties will collaboratively explore means to support, and jointly develop actions to enhance, the role and authority of the MLIB Lands Stewards Program throughout MLIB Territory.

7.5 Collaborative Management Interests. The Parties have identified the following topics of interest and proposed actions:

- (a) enhancing wildlife and habitat management by:

- (i) identifying and implementing measures to enhance wildlife and habitat management, including to address site specific, regional and cumulative impacts; and
- (ii) implementing specific measures, which may include fish and wildlife habitat assessment, studies, enhancement and restoration including management of identified priority species;
- (b) water management, including discussions on strategic water issues and sustainable water management;
- (c) forestry, including through collaboration on strategic initiatives such as:
 - (i) participating in forest landscape planning processes applicable within MLIB Territory; and
 - (ii) participating in timber supply reviews, including early engagement with the Ministry of Forests to ensure MLIB interests are incorporated into current and future timber supply reviews;
- (d) land use planning, including by exploring a land use planning process within MLIB Territory that aligns with MLIB laws and MLIB Rights, BC laws, and is integrated with the land use planning initiative in the Northeast Region, where applicable;
- (e) pesticide use, including by continuing to work collaboratively to explore approaches to minimize impacts from the application and management of pesticides in MLIB Territory to address MLIB Chief and Council's direction to eliminate pesticide use in MLIB Territory; and
- (f) such other strategic level matters agreed to by the Parties.

PART 8 – SOCIAL AND ECONOMIC WELL-BEING

8.1 **Advancing Social and Economic Well-Being.** The Parties have the shared objective of improving the social and economic well-being of the MLIB community and its Members, and in support of this, the G2G Working Group will create a sub-committee to work collaboratively to develop:

- (a) a terms of reference for the sub-committee;
- (b) a work plan that may include preliminary topic areas such as:
 - (i) MLIB community strategic planning;
 - (ii) At Sookoh (Grandma's House) program;
 - (iii) community and regional physical infrastructure planning;
 - (iv) economic development; and
 - (v) child and family wellness; and

- (c) means to support work plan implementation.

PART 9 – FUNDING

- 9.1 **Funding.** Subject to Section 9.2, British Columbia will provide MLIB with implementation funding in the amount of \$600,000, payable as follows:
- (a) \$200,000 as soon as practical following the Effective Date; and
 - (b) \$200,000 within thirty (30) Business Days of each anniversary of the Effective Date.
- 9.2 **Future Fiscal Arrangements.** Notwithstanding Section 9.1, as of the Effective Date the Parties are engaged in ongoing discussions about a new fiscal arrangement respecting implementation funding for this Agreement, and at such a time the Parties reach agreement on a new fiscal arrangement, the Parties will in accordance with Section 13.6, replace Section 9.1 to reflect such arrangement.
- 9.3 **Payment Conditions.** British Columbia's payments under Section 9.1, or under any other provision of this Agreement, are subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure; and
 - (b) MLIB participating in the Shared Decision-Making Process and being in material compliance with its obligations under this Agreement.
- 9.4 **Additional Funding.** British Columbia, and MLIB, as applicable, may from time to time seek to secure funding for MLIB in addition to the funding specified in Section 9.1 to support implementation of initiatives that may be developed under this Agreement on a case-by-case basis and by recommendation of the G2G Working Group.

PART 10 – ACKNOWLEDGEMENTS

- 10.1 **No Additional Payments.** With the exception of any payments that may become due and payable under this Agreement, or under any agreements between MLIB and British Columbia entered into or pending on the Effective Date, MLIB will not seek from British Columbia any capacity funding related to implementation of this Agreement, including the Shared Decision-Making Process under Section 5.1 and the development of and participation in the G2G committees under Section 6.1.
- 10.2 **Eligibility for Other Benefits.** Notwithstanding Section 10.1, nothing in this Agreement precludes MLIB from:
- (a) negotiating agreements, including consultation and revenue-sharing agreements, with proponents that have submitted an Application;
 - (b) entering into other agreements, including revenue sharing agreements and accommodation agreements, with British Columbia; or

- (c) accessing or participating in any economic opportunities or provincial programs for which MLIB may be eligible and which are not otherwise contemplated under this Agreement.

10.3 Member Actions.

- (a) MLIB will not support, financially or otherwise, any Legal Proceeding initiated by a Member in which the Shared Decision-Making Process is challenged (unless such challenge is related to a claim of non-adherence to the Shared Decision-Making Process), and where MLIB becomes aware that such a Legal Proceeding has been or may be commenced, MLIB will make reasonable efforts to prevent, resolve or remedy those actions through discussions and information sharing.

PART 11 – DISPUTE RESOLUTION

11.1 **Limitation of Application.** The dispute resolution process set out in this Part 11 does not apply to matters arising under the implementation of the Shared Decision-Making Process.

11.2 **Informal Process.** The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences that may arise between them, and will endeavour to resolve such differences in an informal manner that fosters an improved, ongoing and respectful G2G relationship between them.

11.3 **Notice of Dispute.** If a Dispute has not been resolved through informal discussion under Section 11.2, and a Party wishes to initiate the Dispute Resolution process set out in Section 11.4, that Party will notify the other Party, setting out the reason for the Dispute, its perspective on the Dispute, and any proposed options for resolving the Dispute. The Party receiving the notice will provide a written response within ten (10) Business Days, setting out their perspective on the Dispute and any proposed options. Both the initial notice and the response will be provided to the G2G Working Group Co-chairs.

11.4 Dispute Resolution Process

- (a) **G2G Working Group Chairs.** The G2G Working Group Co-chairs will meet within fifteen (15) Business Days of receiving the response provided pursuant to Section 11.3 (or of the expiry of the time available to provide the response, if no response is provided) to seek to resolve the Dispute.
- (b) **Facilitated Process.** If the G2G Working Group Co-chairs are unable to resolve the Dispute within thirty (30) Business Days of their initial meeting, they may, by mutual agreement, seek to resolve the Dispute through:
 - (i) non-binding facilitation or mediation, or both, under terms agreeable to both Parties; or
 - (ii) other dispute resolution measures as appropriate to the nature of the Dispute and as may be mutually agreeable to the Parties.
- (c) **Referral to G2G Executive.** If the Dispute is not resolved after completion of the process under Section 11.4(b), or if the Dispute is not referred to such process

within thirty (30) Business Days of the first meeting of the G2G Working Group Co-chairs, then the G2G Working Group Co-chairs will refer the matter to G2G Executive for resolution.

- 11.5 **Termination.** If the G2G Executive is unable to resolve the Dispute within thirty (30) Business Days of receipt of a referral pursuant to Section 11.4(c), either Party may terminate this Agreement on twenty (20) Business Days notice.

PART 12 – INTERPRETATION

- 12.1 **Interpretation.** For the purposes of this Agreement:

- (a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- (b) recitals and headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- (c) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law engaged in substitution for, or in replacement of, it;
- (d) the use of the singular includes the plural and the use of the plural includes the singular; and
- (e) a reference to a Section or Part means a Section or a Part of this Agreement unless expressly provided otherwise. Notwithstanding this, a reference to a section in Schedule 3 is a reference to a section thereof unless expressly provided otherwise.

- 12.2 **No Presumption.** There will be no presumption that any doubtful or ambiguous expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

- 12.3 **No Waiver.** Any waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or a default or breach by a Party of an obligation under this Agreement, will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default or breach.

- 12.4 **Not a Treaty.** This Agreement does not:

- (a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada);
- (b) create, define, amend or deny the existence of MLIB Rights; or
- (c) define or amend any responsibilities of the Parties, except as set out in this Agreement.

PART 13 – GENERAL

- 13.1 **Without Prejudice.** This Agreement does not:
- (a) limit the position a Party may take in any discussions or negotiations between the Parties or in any Legal Proceedings, except as set out in this Agreement; or
 - (b) constitute an acknowledgement or admission by British Columbia of any obligation to provide financial or other compensation as part of any obligation to consult or, if applicable, accommodate with respect to any Application or Decision.
- 13.2 **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any decision-making authority.
- 13.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 13.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the applicable laws of British Columbia.
- 13.5 **Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 13.6 **Amendments.** This Agreement may be amended by the Parties in writing as follows:
- (a) any amendment to this Agreement, on agreement by the Minister of Indigenous Relations and Reconciliation, on behalf of British Columbia, and the Chief of McLeod Lake Indian Band, on behalf of McLeod Lake Indian Band; or
 - (b) any amendment to Schedule 3 (Shared Decision-Making Process), by full consensus of the G2G Working Group.
- 13.7 **Schedule 3, Appendix B Review.** The G2G Working Group and key representatives of the Parties (invited by the G2G Working Group) will meet within ninety (90) days of the Effective Date to review Schedule 3, and discuss whether any changes should be made, including whether an “information available upon request” level is appropriate for certain Applications and Proposed Activities, and may amend Schedule 3 as the G2G Working Group agrees in writing is necessary.
- 13.8 **Changes to Provincial Legislation.** Where Provincial legislation is amended in such a way that either Party takes the view warrants changes to Schedule 3, including Appendix B, the G2G Working Group and key representatives of the Parties (invited by the G2G Working Group) will meet in advance of such amendments coming into force to discuss such changes, and may amend Schedule 3 as the G2G Working Group agrees in writing is necessary.
- 13.9 **MLIB Information.** Where MLIB shares information, the disclosure of which would be harmful to the interest of an Indigenous people as described in section 18.1 of the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”), with

BC for the purposes of this Agreement and that knowledge or information is identified as such by MLIB in writing to BC at the time it is shared ("**MLIB Information**"):

- (a) BC will make all reasonable efforts to prevent the disclosure of that MLIB Information to the public, subject to the FOIPPA, or as otherwise required by law; and
- (b) where BC receives a request under the FOIPPA, for disclosure of MLIB Information, BC will provide MLIB with a notice of the request and the opportunity to express MLIB's views regarding the disclosure as set out in sections 23 and 24 of the FOIPPA.

This Section 13.9 does not apply to information that is already in the public domain, including Remote Access to Archaeological Data and on other public websites. This Section 13.9 survives termination of this Agreement.

PART 14 – NOTICE AND DELIVERY

14.1 **Delivery.** Any notice or other communication that is required to be given by a Party under this Agreement will be in writing and will be deemed to be validly given to and received by the other Party if given:

- (a) personally or by mail, on the date of delivery; or
- (b) by email, on the date the email is sent.

14.2 **Addresses.** The mailing address and email addresses of the Parties are as follows:

for McLeod Lake Indian Band:

McLeod Lake Indian Band
61 Sekani Drive,
McLeod Lake, B.C. V0J 2G0

Attention: Chief and Council
Email: ChiefandCouncil@mlib.ca

for British Columbia:

Ministry of Indigenous Relations and Reconciliation
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 981

Attention: Assistant Deputy Minister,
Negotiations and Regional Operations Division, MIRR

Email: Carolyn.Kamper@gov.bc.ca

14.3 **Change of Address.** A Party may at any time give notice to the other Party of any change of information in accordance with this Part 14.

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PART 15 – SIGNING

15.1 **Counterparts.** The Parties may sign a scanned copy of this Agreement which has been signed by the other Party, or may sign a separate copy of this Agreement, which taken, together will be deemed to constitute one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNED this, in the presence of:

Witness

GOVERNMENT OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation

SIGNED this, in the presence of:

Chief Harley Chingee

Councillor Jane Inyallie

Councillor Shelby Mitchell

Councillor Sonya Solonas

Councillor High Tweed

Councillor Anita Vallee

Councillor Jodie Ware

MCLEOD INDIAN BAND, as represented by its Chief and Counsel

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SCHEDULE 1 – G2G COMMITTEES

G2G EXECUTIVE

1. **Membership.** The Parties will each appoint two representatives to the G2G Executive, as follows:
 - (a) for MLIB: Chief and one Council member; and
 - (b) for British Columbia: one Assistant Deputy Ministers, and one Chief Negotiator or Regional Executive Director.
2. **Co-Chairs.** Each Party will appoint one of its representatives under paragraph 1 to act as a Co-Chair.
3. **Responsibilities.** The G2G Executive will be responsible for overseeing the implementation of this Agreement, including:
 - (a) approving the terms of reference and the annual work plan for the G2G Working Group;
 - (b) undertaking reviews of strategic issues and providing direction to the G2G Working Group as appropriate; and
 - (c) facilitating the resolution of Disputes as set out in the Agreement.
4. **Meetings.** The G2G Executive will meet as necessary and at the request of the G2G Working Group to carry out its responsibilities.

G2G WORKING GROUP

5. **Membership.** The Parties will each appoint three senior managers as representatives to the G2G Working Group.
6. **Co-Chairs.** Each Party will appoint one of its representatives to act as a Co-Chair.
7. **Responsibilities.** The G2G Working Group is responsible for:
 - (a) preparing an annual work plan for review and approval by the G2G Executive;
 - (b) overseeing the work under the annual work plan and identifying work required to support implementation of the annual work plan, including the assignment of tasks as appropriate;
 - (c) facilitating information sharing between the Parties related to land and resource management and associated issues and, where appropriate, with other Treaty 8 First Nations and stakeholders including non- aboriginal organizations;
 - (d) identifying and undertaking analysis of strategic issues and initiatives;
 - (e) establishing and overseeing subcommittees;

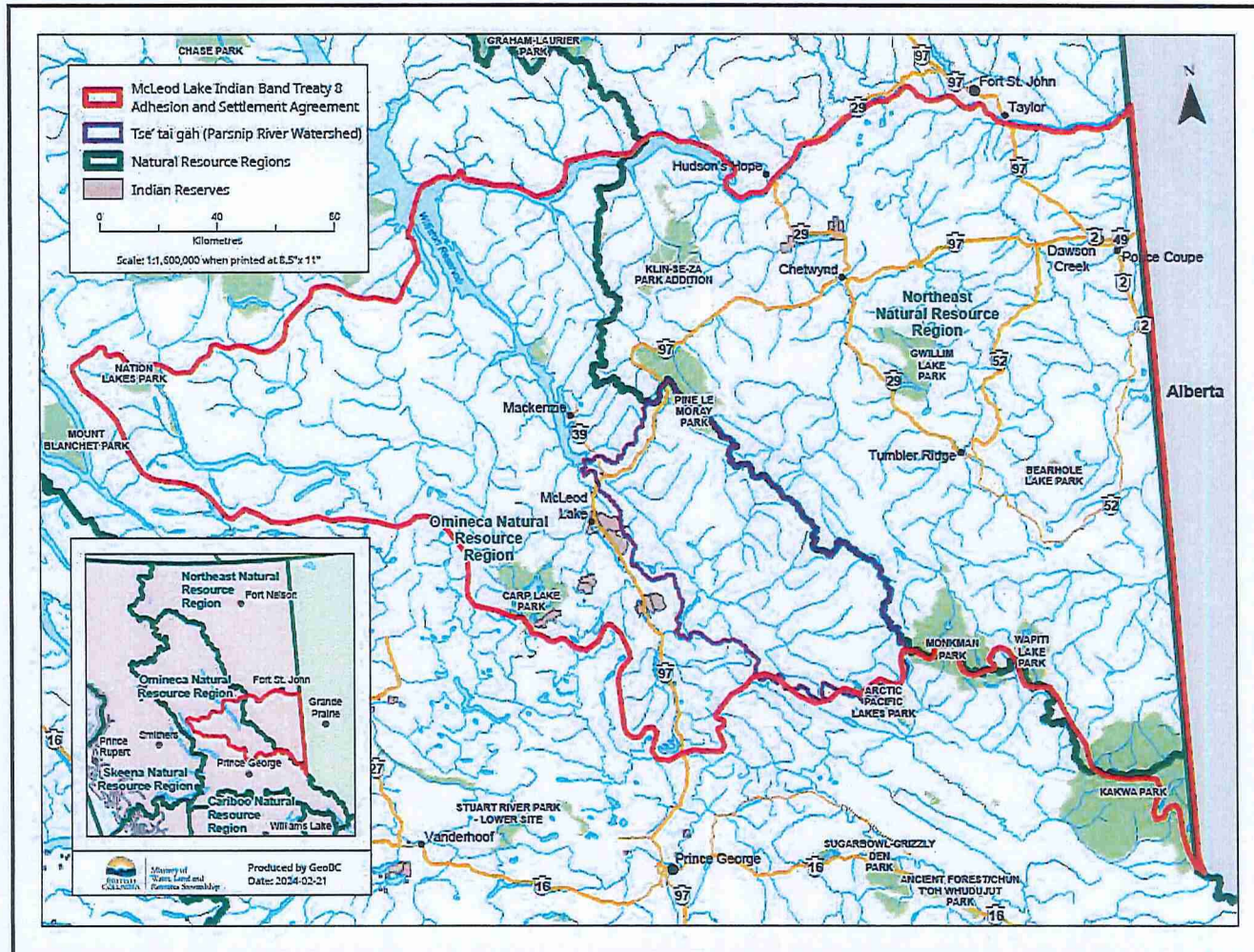
- (f) overseeing the implementation of the Shared Decision-Making Process, and making amendments thereto as need be in the manner set out in the Agreement; and
 - (g) attempting to resolve Strategic Topics, which may include considering the development of joint recommendations to Provincial Agencies or other entities.
8. **Meetings.** The G2G Working Group will meet as necessary during the Term and may recommend inviting respective representatives to support discussions pertaining to Strategic Topics or agenda items.

SUBCOMMITTEES

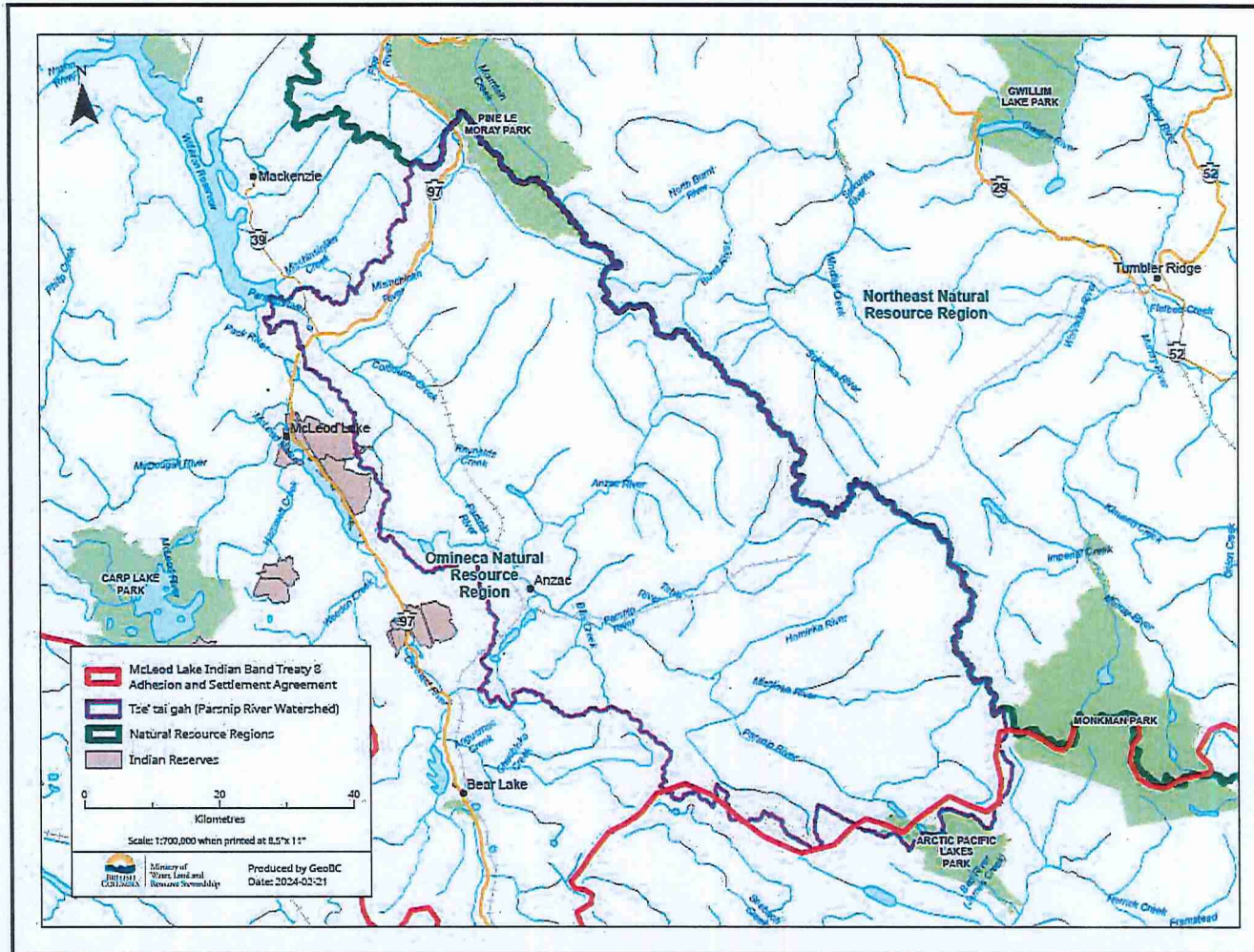
9. **Membership.** The G2G Working Group may establish subcommittees as necessary, and appoint representatives from each Party (which representatives may, or may not, include G2G Working Group members).
10. **Responsibilities.** The G2G Working Group will provide direction on the responsibilities of each subcommittee.
11. **Meetings.** Subcommittees will meet as necessary to fulfill their mandate and responsibilities.

SCHEDULE 2 – MAPS

Map 1 – MLIB Territory, depicting BC's Omineca Region and Northeast Region



Map 2 – Tse' tai gah Area



SCHEDULE 3 – SHARED DECISION-MAKING PROCESS

1. General.

- 1.1. In this Schedule 3, capitalized terms have the definitions provided in the body of the Agreement, except where otherwise defined herein. For certainty:
 - 1.1.1. “**Review Initiation Date**” has the meaning provided to that term in section 3.4.5; and
 - 1.1.2. “**SER**” has the meaning provided to that term in section 3.1.
- 1.2. A reference to a section in this Schedule 3 refers to a section of this Schedule 3, unless otherwise expressly provided.
- 1.3. A reference to an Appendix in this Schedule 3 is a reference to an Appendix to this Schedule 3.

2. Early Engagement / Information Sharing.

- 2.1. If either Party becomes aware of a pending or anticipated Application associated with a Proposed Activity, it will promptly notify the other Party.
- 2.2. BC will encourage applicants for Proposed Activities to contact MLIB to engage and share information early in the engagement process.
- 2.3. On request, the Parties will meet to discuss any initial considerations about the Application or Proposed Activity, including early engagement that either Party has had with the applicant or proponent.

3. G2G Engagement Process.

- 3.1. **Shared Engagement Record.** Unless otherwise agreed by the Parties for a particular Application or Proposed Activity, the Parties will employ a Shared Engagement Record (“**SER**”), a template of which is enclosed in Appendix A, to record their engagement carried out pursuant to the process set out below.
- 3.2. **Information Sharing.**
 - 3.2.1. Throughout the implementation of the Shared Decision-Making Process set out below, the Parties will each use good faith efforts to promptly share relevant information regarding the Application or Proposed Activity that is subject to their collaborative review.
 - 3.2.2. Where provided by MLIB, the Parties will carefully consider MLIB traditional knowledge, traditional use, environmental livelihoods information, and MLIB-related socio-economic information (where available), in the review of Applications and Proposed Activities.

3.3. Referral Package and Proposed Engagement Level

- 3.3.1. As soon as practicable after an Application is received, or information is obtained about a Proposed Activity, except those Applications or Proposed Activities listed as Level 0 in Appendix B, BC will provide MLIB a referral package that will include the following information, as applicable:
- a) the proposed engagement level, using the guidance and authorizations set out in Appendix B;
 - b) information requirements to support decision-making, including the adequacy of any submissions reviewed to date;
 - c) BC's understanding of potential impacts to MLIB Rights associated with the Proposed Activity or Application, and any initial concerns BC has identified with it;
 - d) contact information for BC's Representative for the review process associated with the Proposed Activities or Application; and
 - e) the potential bundling of any related applications, where BC deems appropriate, acting reasonably, and other means to enable effective collaborative reviews thereof by the Parties.

3.4. Seeking Consensus on Engagement Level.

- 3.4.1. Within eight (8) Business Days of receiving the referral package sent in accordance with section 3.3.1, MLIB will:
- a) confirm in writing if there is consensus on the level of engagement proposed by BC;
or
 - b) if MLIB does not agree with the level of engagement proposed by BC, MLIB will propose another level of engagement in writing to BC including reasons for the proposed revision.
- 3.4.2. The Parties will consider the up and down modifiers, as set out in Appendix B, in addition to other relevant factors, when considering the appropriate engagement level for an Application or Proposed Activity.
- 3.4.3. If, through their initial discussions and respective internal communications, the Parties' Representatives reach consensus on a different level of engagement than that initially proposed by BC, they will document the consensus level that has been agreed to, including the reasons for the revision.
- 3.4.4. If, despite multiple efforts, consensus is not reached by the Representatives on a request to revise the level of engagement on an Application or Proposed Activity, the Parties will document the disagreement for the Provincial Decision Maker and will proceed with engagement at the level proposed by MLIB, provided that if MLIB proposes to proceed with engagement level 4, the matter will first be referred to the G2G Working Group Co-chairs for resolution. If no resolution is achieved by the G2G Working Group Co-chairs, the matter will be referred to Issues Resolution; if no resolution is achieved at the conclusion of the issues resolution process, where the initially proposed engagement level was level 1 or level 2, the engagement will proceed at engagement level 3, and where the initially proposed engagement level was level 3, the engagement will proceed at engagement level 4.

- 3.4.5. If there is no response from MLIB under section 3.4.1, BC will provide one reminder notification to MLIB, and if no further response is received within two (2) Business Days of the reminder, BC will proceed with engagement at the proposed engagement level.
- 3.4.6. When the above process to confirm the level of engagement is completed, BC will notify MLIB (the "**Review Initiation Date**"), and the Representatives will initiate the corresponding review process.
- 3.4.7. The Parties may agree to change the engagement level during a particular review as new information becomes available or analysis is undertaken by either or both Parties.

3.5. **Additional MLIB Considerations.**

- 3.5.1. In the case where an Application or Proposed Activities would, in the view of MLIB Representatives, be in breach of MLIB law, in conflict with any MLIB land use designation that has been approved by Council, or both, MLIB will provide written notice to BC detailing the particular MLIB law or land use designation, and the Parties will meet within ten (10) Business Days of such written notice, or within a timeframe otherwise agreed to by the Representatives, to discuss and use good faith efforts to reach agreement on recommendations to the Provincial Decision Maker in regards to how to proceed with engagement and the Application or Proposed Activity review in light of the identified breach of MLIB law or MLIB land use designation. Such recommendations may include one or more of the following:
 - a) changes to the engagement process or engagement level to seek to identify appropriate mitigations or accommodations to address MLIB's concerns;
 - b) sharing information with the proponent to alert them to MLIB's concerns; and
 - c) a report to the Provincial Decision Maker regarding the scope and nature of MLIB's concerns, and whether or not it will be possible to address those concerns in respect of the Application or Proposed Activities.
- 3.5.2. If the Parties are unable to reach agreement on the recommendations contemplated in section 3.5.1, the Parties will notify the Provincial Decision Maker and provide separate written recommendations.
- 3.5.3. Upon receipt of a recommendation made under section 3.5.1c) or, or upon notice under section 3.5.2, the Provincial Decision Maker will meet with the Parties within ten (10) Business Days to discuss the issues raised, and may request additional written information supporting the recommendations.
- 3.5.4. Once a meeting with the Provincial Decision Maker has occurred, engagement will continue, subject to any agreed-to changes to the engagement process or engagement level, and the Provincial Decision Maker will provide a written summary of how each of the Parties' recommendations have been considered before proceeding to decision.

Engagement Levels and Review Processes

3.6. **Level 0: Post Decision Notification**

- 3.6.1. The Parties have identified Applications and Proposed Activities in Appendix B that are likely to have insignificant potential adverse impacts on MLIB Rights. Accordingly, BC may proceed to decision on such Level 0 Proposed Activities and Applications without engagement.

- 3.6.2. On issuance of a decision on Level 0 Proposed Activities and Applications, BC shall, within ten (10) Business Days of the date of decision (or such longer time if agreed-to in advance by the Parties for a particular, or a class of, Proposed Activities or Applications) provide written notice of the decision to MLIB. On request for further information in regards to the Proposed Activity or Application, as applicable, and decision by BC, BC shall promptly provide such information to MLIB and offer to meet with MLIB to discuss such information and the corresponding decision.
- 3.7. **Level 1: Streamlined Application Review and Decision-Making Process (10 Business Days).**
- 3.7.1. For Applications and Proposed Activities that are subject to Level 1 engagement, if MLIB contacts BC within ten (10) Business Days of the Review Initiation Date, and raises questions or concerns related to the Application or Proposed Activity, BC will work with MLIB and make good faith efforts to address such concerns, before proceeding to decision.
- 3.7.2. If MLIB:
- a) contacts BC within ten (10) Business Days of the Review Initiation Date and requests an additional five (5) Business Days to provide a response, BC will not unreasonably deny the request; or
 - b) does not contact BC within ten (10) Business Days of the Review Initiation Date, or fifteen (15) Business Days if an extension under section 3.7.2(a) is in place, or does not raise any concerns within that time period, then BC will confirm in writing to MLIB that the review process is concluded.
- 3.7.3. Within ten (10) Business Days of a decision made on an Application or a Proposed Activity subject to Level 1 engagement, BC will provide written notice to MLIB of such decision, along with a copy of the permit or authorization, subject to any prior agreement between the Parties to fulfill this notice of decision through a streamlined process or by providing other relevant information regarding the permit or authorization.
- 3.8. **Level 2: Standard Application Review and Decision-Making Process (30 Business Days).**
- 3.8.1. For Applications and Proposed Activities that are subject to Level 2 engagement, within ten (10) Business Days of the Review Initiation Date or such longer time mutually agreed to by the Parties, each acting reasonably and taking into account the complexity of the Application, MLIB will provide comments regarding any potential impacts of the Application or Proposed Activities on MLIB Rights, and any relevant considerations in relation to MLIB laws, environmental livelihoods, land use plans, and any other considerations.
- 3.8.2. Upon receipt of initial comments, the Representatives will make good faith efforts to address questions and to resolve perceived gaps in understanding of any information provided in relation to the review by either Party.
- 3.8.3. The Representatives and any required participants (as agreed-to by the Parties) will discuss MLIB comments and the potential for any strategies, actions or accommodations, if and where appropriate, to address concerns raised in such comments, and will seek to develop consensus recommendations within twenty (20) Business Days of the submission of comments. BC's Representative will provide any consensus recommendations to the Provincial Decision-Maker(s), and if consensus recommendations are not achieved, the Parties will document the non-consensus in the SER.

- 3.8.4. **Consensus Achieved.** If consensus recommendations are achieved under section 3.8.3, the Application or Proposed Activity will proceed to decision, and the Provincial Decision-Maker(s) will consider and use good faith efforts to seek to implement such consensus recommendations when making the decision.
- 3.8.5. **Consensus Not Achieved.** If consensus recommendations are not achieved under section 3.8.3, or if the Provincial Decision-Maker intends to make a decision about an Application or Proposed Activity that is not consistent with consensus recommendations achieved under section 3.8.3, the Provincial Decision-Maker(s) will notify MLIB at least ten (10) Business Days prior to making a decision and provide a written summary of how MLIB's recommendations, or the consensus recommendations, as applicable, have been considered.
- 3.8.6. **Meetings Prior to Final Decision.** If MLIB wishes to meet to discuss the Application or Proposed Activity, it will notify BC within ten (10) Business Days of the notification under section 3.8.5, and the Representatives (and other respective staff) will meet within five (5) Business Days of such notice to discuss the Application or Proposed Activity and any outstanding concerns MLIB may have, and may by agreement of the Parties invite the Provincial Decision Maker to attend such meeting.
- 3.8.7. If MLIB does not notify BC under section 3.8.6 within the ten (10) Business Day time-period, the Provincial Decision Maker may proceed to decision.
- 3.8.8. The Provincial Decision Maker will give serious consideration to the issues raised by MLIB at a meeting under section 3.8.6 when making a Decision.
- 3.8.9. **Notice of Decision.** Within ten (10) Business Days, or as otherwise agreed to by the Parties, of a decision on an Application or Proposed Activity subject to Level 2 engagement, BC will provide written notice to MLIB of such decision, along with a copy of the permit or authorization, and such other relevant information regarding the permit or authorization as agreed by the Representatives. If consensus is not achieved or BC's decision is not consistent with consensus recommendations, BC will include reasons for its decision in such notice describing how MLIB's views, comments and recommendations regarding the Application, if any, were considered in the decision.
- 3.8.10. **Post-Decision Meeting.** Upon agreement of the Parties, within fifteen (15) Business Days, or as otherwise agreed to by the Parties, the Parties will meet to discuss:
- a) outstanding concerns, if any, regarding the decision;
 - b) any challenges faced during the application review process, and means to overcome them in future collaborative reviews; and
 - c) means for collaborative oversight on the implementation of the decision, if appropriate (including with regards to compliance with conditions attached thereto).
- 3.9. **Level 3: Comprehensive Application Review (45 Business Days)**
- 3.9.1. **Timeframes.** Within ten (10) Business Days of the Review Initiation Date for Applications or Proposed Activities subject to Level 3 engagement, or such longer time mutually agreed to by the Parties taking into account the complexity of the Application or Proposed Activity,

the Parties will meet to seek consensus on an appropriate time frame to carry out the review contemplated in section 3.9.2, with the expectation that the Parties will use best efforts to complete the review and seek to prepare consensus recommendations within forty-five (45) Business Days of the Review Initiation Date.

3.9.2. **Comprehensive Application Review.** During the review, the Parties will discuss the potential for the Application or Proposed Activity to impact MLIB Rights, and any considerations in relation to MLIB laws, environmental livelihoods, land use plans and any other considerations. In so doing, the Parties will seek, in good faith and in recognition of the purposes of this Agreement, to reach consensus recommendations on:

- a) the scope, effect and duration of the potential impacts, including cumulative effects;
- b) means to avoid, minimize, or mitigate impacts, and otherwise accommodate unavoidable impacts (including cumulative impacts) on MLIB Rights; and
- c) significance of residual impacts.

BC's Representative will provide any consensus recommendations to the Provincial Decision-Maker(s), and if consensus recommendations are not achieved, the Parties will document the non-consensus in the SER.

3.9.3. **Consensus Achieved.** If consensus recommendations are achieved under section 3.9.2, the Application or Proposed Activity will proceed to decision, and the Provincial Decision-Maker(s) will consider and use good faith efforts to seek to implement such consensus recommendations when making the decision.

3.9.4. **Consensus Not Achieved.** If consensus recommendations are not achieved under section 3.9.2, or if the Provincial Decision-Maker intends to make a decision about an Application or Proposed Activity that is not consistent with consensus recommendations achieved under section 3.9.2, the Provincial Decision-Maker(s) will notify MLIB at least ten (10) Business Days prior to making a decision and provide a written summary of how MLIB's recommendations, or the consensus recommendations, have been considered.

3.9.5. **Meetings Prior to Final Decision.** If MLIB wishes to meet to discuss the Application or Proposed Activity, it will notify BC within ten (10) Business Days of the notification under section 3.9.4, and the Representatives (and other respective staff) will meet within five (5) Business Days of such notice to discuss the Application or Proposed Activity and any outstanding concerns MLIB may have, and may by agreement of the Parties invite the Provincial Decision Maker to attend such meeting.

3.9.6. If MLIB does not notify BC under section 3.9.5 within the ten Business Day time-period, the Provincial Decision Maker may proceed to decision.

3.9.7. The Provincial Decision Maker will give serious consideration to the issues raised by MLIB at a meeting under section 3.9.5 when making a Decision.

3.9.8. **Notice of Decision.** Within ten (10) Business Days, or as otherwise agreed to by the Parties, of a decision on an Application or Proposed Activity, BC will provide written notice to MLIB of such decision, along with a copy of the permit or authorization, and such other relevant information regarding the permit or authorization as agreed by the Representatives. If consensus is not achieved or BC's decision is not consistent with

consensus recommendations, BC will include reasons for its decision in such notice describing how MLIB's views, comments and recommendations regarding the Application or Proposed Activity, if any, were considered in the decision.

3.9.9. **Post-Decision Meeting.** If requested by either Party, within two (2) weeks of a decision on an Application or Proposed Activity made pursuant to this Level 3 engagement process, or such other time agreed-to by the Parties that is reasonably close to the date of the decision, the Parties will meet to discuss:

- a) outstanding concerns, if any, regarding the decision;
- b) any challenges faced during the application review process, and means to overcome them in future collaborative reviews; and
- c) means for collaborative oversight on the implementation of the decision, if appropriate (including with regards to compliance with conditions).

3.10. **Level 4: Collaborative Application Review (60 Business Days).**

3.10.1. For Applications or Proposed Activities subject to Level 4 engagement, within ten (10) Business Days of the Review Initiation Date, or such longer time mutually agreed to by the Parties taking into account the complexity of the Application or Proposed Activity, the Parties will meet to discuss and develop a collaborative work plan (unless the Parties agree such work plan is not required for the particular Application or Proposed Activity) that may include, amongst other matters:

- a) a process to address MLIB's preliminary concerns, if any, regarding any potential impacts of the Application or Proposed Activities to MLIB Rights, and any considerations in relation to MLIB laws, environmental livelihoods, land use plans and any other considerations;
- b) applicable MLIB internal processes and time frame required to review the Application or Proposed Activity based on a preliminary assessment of potential impacts to MLIB Rights, including any community meetings and community engagement on the Application or Proposed Activity;
- c) applicable Provincial internal processes and time frame required to review the Application or Proposed Activity;
- d) the regulatory review process (where applicable), with time frames, detailing any known special considerations that can be planned for (including engagement with other interested parties on such review, where applicable);
- e) potential community information needs to assist with planning; and
- f) opportunities for participation in any forums or processes that will support collaboration, including any technical committees or working groups, where available.

3.10.2. **Additional Information Requirements.** The Parties will make good faith efforts to address questions and to resolve perceived gaps in information and in understanding of any information provided in relation to the review, including by:

- a) seeking consensus on additional information requirements, where identified as being required by one or more of the Parties to complete their review;
- b) seeking consensus on timeline extensions or alternative approaches to address the limits to information or analysis, where such information would not otherwise be available in a timeframe to allow it to be adequately considered during the review; and
- c) discussing whether additional funding can be provided to MLIB given the complexity of the review or where consensus is reached regarding an approach to additional information requirements and where MLIB will actively participate in the gathering of such additional information.

3.10.3. **Community Engagement.** BC will, to the extent specified in the workplan developed pursuant to section 3.10.1:

- a) assist MLIB in preparing information to be shared with the community regarding an Application or Proposed Activity; and
- b) attend community meetings to discuss and answer questions regarding the Application or Proposed Activity.

3.10.4. **Technical Working Groups.** By mutual agreement, the Parties may establish working groups to carry out technical assessments of specific topics, interests, or values that may be impacted by the Application or Proposed Activity.

3.10.5. **Additional Considerations for MOTI Level 4 Decisions.** The Parties recognize that the collaborative application review process including the workplan will need to take into consideration that MOTI Level 4 projects are typically major infrastructure projects with significant regional and provincial implications and are comprised of 3 key decision points:

- a) Pre-Design Phase – early engagement and information sharing with MLIB (in some cases years in advance of a project) and planning discussion for pre-design and future phases;
- b) Design and Assessment Phases – relevant project information and updates are shared with MLIB including investigation and assessment work, pre-project contract and monitoring opportunities; any new information and MLIB feedback and responses through the consultation process to inform final design, tender, and timelines (typically ~1-2 years); and
- c) Decision/Tender Phases – the Parties seek final consensus prior to project tender decision.

3.10.6. **Collaborative Application Review.** During the review, the Parties will discuss the potential for the Application or Proposed Activity to impact MLIB Rights, and any considerations in relation to MLIB laws, environmental livelihoods, land use plans and any other considerations. In so doing, the Parties will seek, in good faith and in recognition of the purposes of this Agreement, to reach consensus recommendations on:

- a) the scope, effect and duration of the potential impacts, including cumulative effects;

- b) means to avoid, minimize, or mitigate impacts, and otherwise accommodate unavoidable impacts (including cumulative impacts) on MLIB Rights; and
- c) significance of residual impacts.

3.10.7. BC's Representative will provide any consensus recommendations to the Provincial Decision-Maker(s), and if consensus recommendations are not achieved, the Parties will document the non-consensus in the SER. Concurrently, MLIB may provide a notification to BC of the outcome of any MLIB decision making process relating to the Application or Proposed Activity, which may include notification of MLIB's consent or lack of consent to the Application or Proposed Activity.

3.10.8. **Consensus Achieved.** If consensus recommendations are achieved under section 3.10.6, the Application or Proposed Activity will proceed to decision, and the Provincial Decision-Maker(s) will consider and use good faith efforts to seek to implement such consensus recommendations when making the decision.

3.10.9. **Consensus Not Achieved.** If consensus recommendations are not achieved under section 3.10.7, or if the Provincial Decision-Maker intends to make a decision about an Application or Proposed Activity that is not consistent with consensus recommendations achieved under section 3.10.7, the Provincial Decision-Maker(s) will notify MLIB at least ten (10) Business Days prior to making a decision and provide a written summary of how MLIB's recommendations, or the consensus recommendations, have been considered.

3.10.10. **Meetings Prior to Final Decision.**

- a) If MLIB wishes to meet to discuss the Application or Proposed Activity, it will notify BC within ten (10) Business Days of the notification under section 3.10.9, and the Representatives (and other respective staff) will meet within five (5) Business Days of such notice to discuss the Application or Proposed Activity and any outstanding concerns MLIB may have, and may by agreement of the Parties invite the Provincial Decision Maker to attend such meeting.
- b) Further, if MLIB provides notice under section 3.10.6 of lack of consent to the issuance of a particular Application or Proposed Activity, BC will recommend to the Provincial Decision-Maker(s) to meet with MLIB prior to making a decision so that the reasons underlying MLIB's position can be communicated to the Provincial Decision-Maker(s) and the Parties can attempt to achieve consensus before the decision on the Application or Proposed Application is made by BC. MLIB may also, in addition to, or in lieu of, such meeting, make a written submission to the Provincial Decision-Maker(s) regarding its position, which submission the Provincial Decision-Maker(s) will carefully consider before making its decision.

3.10.11. If MLIB does not notify BC under section 3.10.9 within the ten (10) Business Day time-period, the Provincial Decision Maker may proceed to decision.

3.10.12. The Provincial Decision Maker will give serious consideration to the issues raised by MLIB at a meeting under section 3.10.10 when making a Decision.

- 3.10.13. **Notice of Decision.** Within ten (10) Business Days, or as otherwise agreed to by the Parties, of a decision on an Application or Proposed Activity subject to Level 4 engagement, BC will provide written notice to MLIB of such decision, along with a copy of the permit or authorization, and such other relevant information regarding the permit or authorization as agreed by the Representatives. If consensus is not achieved or BC's decision is not consistent with consensus recommendations, BC will include reasons for its decision in such notice describing how MLIB's views, comments and recommendations regarding the Application or Proposed Activity, if any, were considered in the decision.
- 3.10.14. **Post-Decision Meeting.** If requested by either Party, within two (2) weeks of a decision on an Application or Proposed Activity, or such other time agreed-to by the Parties that is reasonably close to the date of the decision, the Parties will meet to discuss:
- a) outstanding concerns, if any, regarding the decision;
 - b) any challenges faced during the application review process, and means to overcome them in future collaborative reviews; and
 - c) means for collaborative oversight on the implementation of the decision, if appropriate (including with regards to compliance with conditions).

4. Issue Resolution Process.

- 4.1. Any Party may initiate the issue resolution process set out below by providing written notice to the other Party if the Parties are unable to reach consensus on recommendations to the decision-maker developed pursuant to the Shared Decision-Making Process, or have otherwise reached an impasse in the implementation of the Shared Decision-Making Process.
- 4.2. For certainty, no decision will be made by any Provincial Decision-Maker on an Application or Proposed Activity while the issue resolution process set out herein is underway.
- 4.3. **Timing.** Either Party may trigger the issue resolution process:
- a) promptly upon the Parties being unable to reach consensus recommendations in the Level 1, 2, 3 or 4 engagement processes; or
 - b) not less than ten (10) Business Days after the Parties have reached an impasse, provided that notice triggering the issue resolution process must be received by the other Party prior to a decision being made on an Application or Proposed Activity.
- 4.4. **Representatives Summary.** The Representatives for each Party will exchange a full written description of the substantive issue(s) that remain unresolved, and any proposed specific actions that could be taken to address the issue.
- 4.5. **G2G Working Group Co-chairs.** Within ten (10) Business Days of the receipt of the written descriptions from the Parties' Representatives, the G2G Working Group Co-chairs will convene an issue resolution meeting specifically to discuss the written descriptions and attempt to resolve the issue(s).
- 4.6. **G2G Executive Meeting.** Within ten (10) Business Days of the G2G Working Group Co-chairs' issue resolution meeting, if an issue remains unresolved, the G2G Executive will

make reasonable and expedient efforts to resolve the issue by mutual agreement, including by involving senior leadership as necessary.

- 4.7. **Issue Resolution Report.** The results of the issue resolution process, any consensus views, and any non-consensus views of any Party, will be recorded in a report prepared collaboratively by the Parties' Representatives, which will be provided to both of the Parties' decision-makers.
- 4.8. **Conclusion of Issues Resolution Process.** Upon completion of the report prepared in accordance with section 4.7, the Shared Decision-Making Process will resume at the point that the issues resolution process was triggered and proceed in accordance with the agreed-to engagement level.

Appendix A – Shared Engagement Record Template



MLIB-BC Shared Decision Making Agreement
Shared Engagement Record (SER)



Applicant			Project / Property / Proposal:		
File #'s:			MLIB Project File #		
MLIB Contact:					
BC Contact:					
Authoriz.					
Primary Authoriz.:	<input type="checkbox"/> New authorization with new activities and potential impacts <input type="checkbox"/> Change of activity extent or type on existing authorization with potential new impacts <input type="checkbox"/> Term/timeline of extension of an existing authorization <input type="checkbox"/> Administrative change (e.g. proponent name)				
Location	Please refer to shapefiles attached.				
Geomark	Please refer to shapefiles attached.				
BC Proposed Engagement Level			MLIB Proposed Engagement Level Response		
<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input type="checkbox"/> Level 3	<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input type="checkbox"/> Level 3
BC Rationale:			MLIB Rationale:		
Modifier Up <input type="checkbox"/> yes <input type="checkbox"/> no Down <input type="checkbox"/> yes <input type="checkbox"/> no			Final Engagement Level	<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3	
Application Received by BC	A (version 1) BC sends Application Package to MLIB	B MLIB confirms Engagement Level	C (version 2) MLIB Response	D (version 3) MLIB and BC Recommendations due	
	(Level 1-3 Engagement timelines – *Refer to G2G agreement for Level 4)	$B = A + 8$ working days + 2 days follow-up (if needed) to agree on Engagement Level	Level 1: $C = B + 10$ working days Level 2: $C = B + 10$ working days Level 3: $C = B + 10$ working days	Level 2: $D = C + 20$ working days Level 3: $D = C + 35$ working days	
Forecasted timeline					
Actual Timeline					
Response Received <input type="checkbox"/> yes <input type="checkbox"/> no		Timeline extensions agreed <input type="checkbox"/> yes <input type="checkbox"/> no		Stage(s):	Days:
		Rationale			

Communications Record/Engagement Record Version				
From:	To:	Date:	How/what	Comments

PROVINCIAL INFORMATION SHARING

Summary of Proposed Activities and relevant available Application materials

History (tenure/project history including previous engagement with MLIB)

Geography/Physiology/Biological Information (this includes plant species and ecosystems at risk)

Land Use Plan and Wildlife Information

Cultural Heritage Information

Comments received from other Government Agencies

Mitigation Measures

MLIB INFORMATION SHARING

Potential Impacts to MLIB Treaty Rights

Rationale for how proposed activity may potentially impact lands, water or resources

MLIB interpretation on how activities may conflict with Provincial standards, guidelines, etc.

Proposed options to address the above

Summary of Discussions
Topic:
Discussion: Summarize information shared and discussed between parties

Summary of Recommendations:
Reached Consensus Recommendations <input type="checkbox"/> yes <input type="checkbox"/> no
Consensus Recommendations: Summarize consensus recommendations.

NOTIFICATION OF DECISION(s) (repeat notification for multiple authorizations)	
Is the Decision in agreement with the Consensus Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, Provincial DM Decision Rationale	
Rationale:	

*Level 4 engagement requires a custom SER

Appendix B – Shared Decision-Making Matrix

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
<p>Archaeology Branch <i>Ministry of Forests</i></p>	<p>Administrative amendments to permits (i.e., extensions to timeframes for fieldwork and reporting, change of permit holder within a company, change in archaeologist. Does not include a change in study area or methods).</p>		<p>Section 12.2 and Section 12.4 archaeological permits to authorize archaeological studies and impacts to protected sites:</p> <p>Alteration permit (S12.4) – typically issued for the development phase of projects; alterations to known archaeological sites.</p> <ul style="list-style-type: none"> • Depending on the nature of proposed impacts, an archaeologist may oversee work or may submit deliverables on behalf of the developer. Permit may be issued to an RPF, or a non-archaeologist if there are no concurrent archaeological assessments. • The application describes the site(s) to be altered, previous assessments, the 		

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
			<p>nature of proposed impacts, why impacts are required, and what has been done to minimise/mitigate impacts. Permits may include archaeological methods, though concurrent assessment may be authorised by a S12.2 permit.</p> <ul style="list-style-type: none"> • In the event artifacts are collected, a repository must be identified. • Regardless of whether an archaeologist is involved in the permit, there will be deliverables to record what happened. <p>Heritage inspection permit (S12.2) –nearly all of S12.2 permits issued by Arch Branch and in advance of development; physically looking for sites via subsurface tests, probing, tree boring.</p> <p>Heritage investigation permit (S12.2) permits issued; may or may not be in advance of development</p>		

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
			<p>– broad inventory work or research permits on typically very significant sites. The permit type used for disaster response and recovery (e.g., wildfire).</p> <p>Amendments to S12.2 and S12.4 permits to add areas and/or sites, change methods or change repository of artifacts.</p>		
<p>Land Based Stewardship</p> <p><i>Ministry of Water, Land and Resource Stewardship</i></p>			<p>Government Action Regulations (GAR) – exemptions</p>		<p>Government Action Regulations (GAR) – designation and amendments</p> <p>Land Use Designations, Boundaries:</p> <ul style="list-style-type: none"> • Wildlife management areas – designation • Wildlife management areas – critical habitat or wildlife sanctuary in a WMA • Wildlife management areas – WMA management plans

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
					<ul style="list-style-type: none"> Wildlife Habitat Features
Fish and Wildlife <i>Ministry of Water, Land and Resource Stewardship</i>	<p>Operational Work</p> <ul style="list-style-type: none"> Trapping licenses Permit reporting (Though SIMS or FCBC) Non-lethal ministry led surveys/projects (snorkel surveys, telemetry, mark re-cap, angler engagement) Wildlife inventory (to support management decisions) <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> Angling guide licenses & assistant angling guide licenses Fish collection permits - emergencies / exemptions 	<p>Operational Work</p> <ul style="list-style-type: none"> Lake stocking – changes to lake stocking regimes <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> Guide outfitting - renewal / transfer of guide certificate Trapping – trapline cabin registration 	<p>Regulation Changes</p> <ul style="list-style-type: none"> Hunting Angling Trapping <p>5-year allocation (provincial/branch)</p> <p>Initiation of ecosystem/population enhancement</p> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> Guide outfitting – new guide territory Certificate Possession of live wildlife – new long term care facilities High disturbance fish and wildlife projects (i.e., collaring, wildlife transplants, etc.) <p>Angling Guide Plans</p>	<p>Species Management Plans</p>	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	<ul style="list-style-type: none"> • Non-lethal low disturbance fish and wildlife projects • Trapping – transfer of traplines <p>Annual quota (previously consulted on under allocation)</p> <p>Emergency Works</p> <ul style="list-style-type: none"> • Invasive species • Health and Safety (i.e., human wildlife conflict) 				
Forestry <i>Ministry of Forests</i>	<p>Salvage</p> <ul style="list-style-type: none"> • Salvage management plan - cash sale forest license to cut • Fibre Supply Licence to Cut (FSLTC) <p>Operational Forestry</p> <ul style="list-style-type: none"> • Special Use Permit (SUP) replacement • Road Permit (RP) transfer 	<p>Forest License</p> <ul style="list-style-type: none"> • Replacement <p>Replaceable Forest License (RFL)/ Non Replaceable Forest Licence (NRFL)/ Forestry Licence to Cut (FLTC)</p> <ul style="list-style-type: none"> • Transfer or consolidation • Amendment <p>Forest Stewardship Plan (FSP)</p> <ul style="list-style-type: none"> • extensions 	<p>Replaceable Forest License (RFL)/ Non Replaceable Forest Licence (NRFL)/ Forestry Licence to Cut (FLTC)</p> <ul style="list-style-type: none"> • Issuance <p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> • New • Major amendment <p>Operational Forestry</p> <ul style="list-style-type: none"> • Cutting Permit (CP) issuance 		<p>Timber Supply Area (TSA)</p> <ul style="list-style-type: none"> • Annual Allowable Cut (AAC) timber supply review • AAC uplift disposition • AAC Timber Supply Review (TSR) apportionment/ reapportionment • Forest Landscape Planning (FLP)

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
		adding new license to FSP Operational Forestry <ul style="list-style-type: none"> • Special Use Permit, issuance, amendment • Occupant Licence to Cut (OLTC) • Cutting Permit (CP) issuance for forest health/fire salvage/Wildfire Risk Reduction (WRR) • Area based tenures 1 CP Area Based Tenures <ul style="list-style-type: none"> • Community Forest Agreement (CFA) • Allowable annual cut (AAC) determination • Management plan approval and amendments • Woodlot Licence Plan/Management Plan First Nation Woodland License <ul style="list-style-type: none"> • Offer/Award 	<ul style="list-style-type: none"> • Road Permit (RP) issuance Timber Supply Area <ul style="list-style-type: none"> • Partition Order 		

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
		Forest Service Road (FSR) road works (bridge replacement/brushing) Landbase Investment - Forest For Tomorrow <ul style="list-style-type: none"> • Site preparation • Reforestation 			
Land Tenures <i>Ministry of Water, Land and Resource Stewardship</i>	Activities with no new ground disturbance or effect on other uses, including one or more of the following types of activities: <ul style="list-style-type: none"> • Administrative applications including scheduled renewals of existing tenures, licenses or permits • Communication sites and associated buildings with less than 1 ha site footprint and no new road access • Work permits for existing infrastructure or 	Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities: <ul style="list-style-type: none"> • Administrative applications including amendments to existing tenures, licenses, or permits where there are minor new impacts • Activities requiring investigative permits • Communication sites and associated buildings with more than 1 ha site 	New wilderness lodges Activities with potential for significant new ground disturbance or effect on other uses, including one or more of the following types of activities: <ul style="list-style-type: none"> • Administrative applications including amendments to existing tenures, licenses, or permits where there are new impacts • New roads less than 2 km in length • Commercial recreation involving motorized or 	Fee Simple Transfers Activities with potential for significant new ground disturbance or effect on other uses, including one or more of the following types of activities: <ul style="list-style-type: none"> • Gravel pits or quarries with annual production of up to 500,000 tonnes • New roads greater than 2 km in length • New utility rights-of-way greater than 2 km in length • Intensive agriculture • Extensive Agricultural tenures 	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	<p>with no incremental disturbance footprint</p> <ul style="list-style-type: none"> • Transfers of administration between Provincial Agencies • New utility rights-of-way less than 2 km in length • Commercial recreation involving non-motorized light impact extensive uses, including river rafting, backcountry hiking, and guided nature tours 	<p>footprint and / or new road access</p> <ul style="list-style-type: none"> • Community or institutional uses • General commercial in developed areas • Light industrial activities, such as log landings and work camps • Residential licenses • Legalizations of recreational / residential cabins • Forfeited residential lots • Reserves for environmental, conservation, or recreational uses (Section 16) 	<p>intensive uses, including heli-skiing</p> <ul style="list-style-type: none"> • General commercial outside of developed areas • Residential development or simple Fee simple sales within settled areas 	<ul style="list-style-type: none"> • Heavy industrial activities, such as industrial parks, within a greenfield area. 	
MOTI – Operations	<p>Emergency Works</p> <ul style="list-style-type: none"> • Emergency Response 	<p>Bridges Rehabilitation / Replacements</p> <ul style="list-style-type: none"> • Bridge Rehabilitation – Rip Rap Restoration, No Impacts to Water • Major Deck Resurfacing <p>Culvert Repair and Replacement</p>	<p>Aggregates</p> <ul style="list-style-type: none"> • Existing Pit Expansion less than 50%, including Logging, Clearing and Grubbing • Geotechnical Test Pitting <p>Bridges Rehabilitation / Replacements</p>	<p>Aggregates</p> <ul style="list-style-type: none"> • Existing Pit expansion, including logging, clearing, and grubbing – when expansion area is equal to or greater than 50% of the already existing pit area 	<p>Bridges Rehabilitation / Replacements</p> <ul style="list-style-type: none"> • Bridge Replacements <p>CVSE Scale Sites</p> <ul style="list-style-type: none"> • New Scale Location <p>Intersection Improvements</p>

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
		<ul style="list-style-type: none"> Where Section 11's (Change Approvals) with low impact, using Qualified Professionals (QP) and Best Management Practices (BMP) are required. <p>Intersection Improvements</p> <ul style="list-style-type: none"> Small Intersection Improvements (e.g. meridians) <p>Road Improvements / Repairs / Upgrades:</p> <ul style="list-style-type: none"> Pavement Resurfacing Road Improvements (wider shoulders, pull-outs) 	<ul style="list-style-type: none"> Bridge Rehabilitation – New Rip Rap Bridge Rehabilitation – Rip Rap Restoration, Impacts to Water <p>Culvert Repair and Replacement</p> <ul style="list-style-type: none"> Where Section 11's (Change Approvals) moderate or higher impact, using QPs and BMPs are required. <p>CVSE Scale Sites</p> <ul style="list-style-type: none"> Scale Expansions (new disturbance) <p>Intersection Improvements</p> <ul style="list-style-type: none"> Large Intersection Improvement Within Existing Right- Of-Way 	<ul style="list-style-type: none"> New Pit development including logging, clearing, and grubbing <p>Road Improvements / Repairs / Upgrades within existing ROW or through private land acquisition</p> <ul style="list-style-type: none"> 4 Laning Lowering Roads Passing Lanes 	<ul style="list-style-type: none"> Large Intersection Improvement Requiring Additional Lands Outside Right-Of-Way <p>Road Improvements / Repairs / Upgrades requiring additional public lands outside ROW</p> <ul style="list-style-type: none"> 4 Laning Grade Separation Lowering Roads Passing Lanes
Major projects MOTI – Development Services	Permits > 500 metres of an Indian Reserve or Archaeological site <ul style="list-style-type: none"> Access (Residential) Bus Stops, Shelters, Benches 	Permits <ul style="list-style-type: none"> Works Within Right-Of-Way (Construction on a Road Dedication) Cattleguard/ Gates Fencing 	Permits <ul style="list-style-type: none"> Access (Commercial, Industrial) Oil & Gas Activities Transmission Lines 	New fencing along MOTI / Crown Land along grazing / range tenures	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	<ul style="list-style-type: none"> • Replace Cattleguard/ Gates • Replace Fencing • Sidewalk and Landscaping • Trenching, Boring or Jacking • Underground cable, Telephone and Power • Wireless Communication 	<ul style="list-style-type: none"> • Trenching, Boring or Jacking <p>Permits within 500 metres of an Indian Reserve or Archaeological site</p> <ul style="list-style-type: none"> • Access (Residential) • Bus Stops, Shelters, Benches • Replace Cattleguard/ Gates • Replace Fencing • Sidewalk and Landscaping • Trenching, Boring or Jacking • Underground cable, Telephone and Power • Wireless Communication <p>Subdivision Approvals</p> <ul style="list-style-type: none"> • Crown Land Created Through Subdivision (Road Dedication) <p>Municipal/ Regional District Referrals (within 800 metres of a Controlled Access Highway):</p>	<p>Road Closures</p> <ul style="list-style-type: none"> • All Road Closures <p>New fencing along MOTI / Crown Land (except for fencing along grazing / range tenures)</p>		

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
		<ul style="list-style-type: none"> Approval of Municipal Development Permits Referral <p>Rezoning Applications</p>			
<p>Regional Mines</p> <p><i>Ministry of Energy, Mines and Low Carbon Innovation</i></p>	<p>Emergency measures required for the protection of life and property</p> <p>Non-mechanized mineral exploration work legally allowed without provincial authorization including:</p> <ul style="list-style-type: none"> Notice of Work for Induced Polarization (IP) surveys <p>Minor administrative changes to <i>Mines Act</i> authorizations such as a change in company name</p> <p>Date extension to Notice of Work – Coal, mineral, placer and aggregate.</p> <p>Permit transfer from one company to another</p> <p>Mechanized work for aggregate development</p>	<p>Notice of Work for small scale mechanized work proposing not more than 1 hectare of disturbance</p> <p>Minor changes (less than 10% increase) to an approved Notice of Work:</p> <ul style="list-style-type: none"> Minor change to permitted mine boundary Minor increase in disturbance 	<p>Notice of Work for:</p> <ul style="list-style-type: none"> Mechanized work for mineral exploration proposing greater than 1 and up to 10 hectares of disturbance Mechanized work for placer mining operations proposing greater than 1 and up to 10 hectares of disturbance Mechanized work for aggregate development (sand and gravel or rock quarry) not more than 100,000 tonnes per year and requires a <i>Land Act</i> tenure 	<p>Notice of Work for:</p> <ul style="list-style-type: none"> Mechanized work for mineral exploration proposing greater than 10 hectares of disturbance Mechanized work for placer mining operations proposing greater than 10 hectares of disturbance Mechanized work for aggregate development (sand and gravel or rock quarry) greater than 100,000 tonnes per year and requires a <i>Land Act</i> tenure 	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	(sand and gravel or rock quarry) not requiring a <i>Land Act</i> tenure				
Mineral Titles <i>Ministry of Energy, Mines and Low Carbon Innovation</i>		No Registration and Conditional Registration Reserves <ul style="list-style-type: none"> Mineral, Coal, and Placer Coal Land Reserves	Tenures (new and renewals) associated with mineral and coal exploration and may include: <ul style="list-style-type: none"> Leases – Coal, Mineral, and Placer Licences – Coal 		
Parks and Protected Areas <i>Ministry of Environment and Climate Change Strategy</i>	Land Use Occupancy <ul style="list-style-type: none"> Existing Filming - minor film shoot (handheld equipment; lasting less than two days; less than 10 people) Communication sites and associated buildings with less than 1 ha site footprint and no new road access Research <ul style="list-style-type: none"> Low disturbance (e.g. inventories, surveys and habitat assessments) Commercial Recreation	Designation <ul style="list-style-type: none"> Private land for protected areas Land Use Occupancy <ul style="list-style-type: none"> New communication sites and associated buildings with more than 1 ha site footprint and new road access New utility access involving clearing. 	Amendments <ul style="list-style-type: none"> Park boundaries (less than a 10% increase) Commercial Recreation <ul style="list-style-type: none"> Motorized & new fixed roof accommodation facilities Guide Outfitting & Angling Guiding with infrastructure and/or motorized access Research Research <ul style="list-style-type: none"> High disturbance (e.g. collaring, wildlife transplants) Land Use Occupancy <ul style="list-style-type: none"> New 	Amendments <ul style="list-style-type: none"> Park boundaries (greater than 10% increase) 	Designation <ul style="list-style-type: none"> New parks or protected areas Park Management planning

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	<ul style="list-style-type: none"> • Guide Outfitting & Angling Guiding without infrastructure and non-motorized <p>Transfers, renewals and minor amendments (does not include change in use – major amendments are considered new authorizations).</p> <ul style="list-style-type: none"> • Emergency repairs to facilities systems involving extensive groundwork 		<ul style="list-style-type: none"> • Filming – major film shoot • New access for purposes of trapping. <p>Operations</p> <ul style="list-style-type: none"> • Ecosystem restoration) • New facility development, or construction (i.e., new washroom building, picnic shelter in campground) • Extensive hazard tree removal requiring a prescription 		
<p>Range</p> <p><i>Ministry of Forests</i></p>	<p>Range</p> <ul style="list-style-type: none"> • Transfer • Small scale developments • Minor boundary change • Minor amendments • District annual weed plan and weed activities 	<p>Range</p> <ul style="list-style-type: none"> • Range animal unit month adjustment (AUM) • Hay cutting license 	<p>Range</p> <ul style="list-style-type: none"> • Range Use Plan (RUP) or Stewardship Plan • Range Use Plan Amendments • 1 year grazing permit issuance • Grazing lease replacement • Weeds; Invasive plant pest management plan 	<p>Range</p> <ul style="list-style-type: none"> • New range tenure - new opportunity (no previous tenure in area) • Direct award of new range tenure • Range tenure replacement (existing tenure) • Range tenure major amendments, boundary changes 	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
				<ul style="list-style-type: none"> • Range developments - large scale not in RUP • New range tenure vacancy (Relinquished tenure) 	
<p>Recreation Sites and Trails</p> <p><i>Ministry of Environment and Climate Change Strategy</i></p>		<p>Authorizing maintenance, or rehabilitation of trails or other recreation facilities (FRPA s.57):</p> <ul style="list-style-type: none"> • Activities with minor footprint, potential for minor new ground disturbance, or effect on other uses or users. <p>Disestablishment or variance of a recreation site, recreation trail, or interpretive forest site (FRPA s.56)</p> <p>Restriction or prohibition to protect recreation resources or manage recreation use (FRPA s.58)</p>	<p>Authorizing construction, maintenance, or rehabilitation of trails or other recreation facilities (FRPA s.57):</p> <ul style="list-style-type: none"> • Activities with large footprint, potential for significant new ground disturbance, or effect on other uses or users. <p>Establishment of a recreation site, recreation trail, or interpretive forest site (FRPA s.56)</p>		

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
Waste Management <i>Ministry of Environment and Climate Change Strategy</i>	<ul style="list-style-type: none"> • Minor amendments to permits, approvals, operational certificates as defined in Public Notification Regulation • Registration under the Vehicle Dismantling and Recycling Industry Environmental Planning Regulation • Asphalt Plant Regulation – relocations • Equipment Bypass Requests for air emissions or effluent – short term • Transfers of authorizations 	<ul style="list-style-type: none"> • Hazardous waste facility plan approvals • Waste discharge regulation schedule 2 discharges – where under code of practice • Operational certificates amendments • MWR registrations 	<ul style="list-style-type: none"> • Hazardous Waste facility registration • Waste Discharge authorization amendments • New Operational Certificates 		<ul style="list-style-type: none"> • Hazardous Waste facility permits exceeding the major projects threshold under the EA • Solid and Liquid Waste Management Plans • New permits and significant permit amendments for large industry (major mines, pulp mills, refineries)
Water <i>Ministry of Water, Land and Resource Stewardship</i>	<ul style="list-style-type: none"> • Section 11 under the <i>Water Sustainability Act</i>– for public safety projects (imminent impact) • Emergency works to protect land and infrastructure 	<ul style="list-style-type: none"> • New water licences with negligible risk of impact to fish or fish habitat • Section 10 – short term use of water with no or negligible risk of 	<ul style="list-style-type: none"> • New water licences that are low to moderate risk of impact to quality / quantity or habitat <p>Approval for changes in and about a stream:</p>	<ul style="list-style-type: none"> • New water licences – high risk of impact to water quality / quantity or habitat <p>Approvals:</p> <ul style="list-style-type: none"> • Section 11 – for moderate to high 	

Program Themes	Level 0 – Post Decision Notification	Level 1 – Streamlined (10 business days)	Level 2 – Standard (30 business days)	Level 3 – Comprehensive (45 business days)	Level 4 – Collaborative (60 business days)
	<p>New water licences with no impact to impact to fish or fish habitat, including:</p> <ul style="list-style-type: none"> Existing Use Groundwater Surface Water and new Groundwater licences with low volume Section 11 works on privately owned land (domestic use) 	<p>impact to fish or fish habitat</p> <p>Approval for changes in and about a stream:</p> <ul style="list-style-type: none"> Section 11 – no or negligible risk of impact to fish or fish habitat 	<ul style="list-style-type: none"> Section 11 – for low to moderate risk of impact to fish habitat and / or large impact projects that require approval. Section 10 – low to moderate risk of impact to water quality/quantity or habitat values. 	<p>risk of impact to fish habitat and/or large impact projects that require approval</p> <p>Section 10 – moderate to high risk of impact to water quality / quantity or habitat values.</p>	

Modifier Guidance	
Up Modifiers	Down Modifiers
Conflicts with MLIB Environmental Livelihoods (site specific and activity dependent)	Pre-engagement from proponent – with engagement record to prove MLIB's support
Impacts MLIB food security needs (site specific and activity dependent)	Wildlife Management and Mitigation Plan (WMMP) developed by a Qualified Professional (QP)
Conflicts with MLIB Law	Complies with MLIB LUP designation
Conflicts with MLIB LUP designation	Decision ancillary to a BC environmental assessment process
Overlaps MLIB Sacred site or has the potential to adversely impact MLIB sacred values	Emergency works to protect public infrastructure, health, safety and the environment
Cumulative effects (location specific with a high level of disturbance from other past, existing or proposed activities in the surrounding area)	
Project proposed in or around sensitive ecosystem and/or preferred area for exercise of MLIB Rights	

***Note: It is expected that up-modifiers will not be used for BC Parks for the following reasons:**

- BC Parks is responsible for the management and conservation of a system of parks and protected areas (PPAs) located throughout the province. Included in its mandate is the legislated requirement for BC Parks to protect values within these areas from environmental and social impacts that are not necessary to preserve or maintain the unique set of values each Protected Area offers. In addition to these legislated mandates, BC Parks policy outlines the need to balance conservation and recreation objectives. Of primary concern is the long-term protection and management of natural, cultural heritage, and recreation values.
- To ensure that the stewardship of BC's parks and ecological reserves is included in all activities and practices that are conducted within these areas, impact assessments are required as per the BC Parks Impact Assessment Policy (1999). The Policy applies to all reviewable actions proposed within PPAs, including those proposed by BC Parks.
- Management plans are required to be developed for all PPAs. A management plan is developed with input from First Nations, local governments, the public and other interest groups. It outlines the management direction, including a list of allowable uses and activities, and desired future condition for a protected area and how to achieve it. The management plan is built based on the objectives of the higher level land use plan. There is an existing commitment that no new activities will be authorized within a conservancy until such time that a management plan is in place.