

# KITSELAS CONSULTATION AGREEMENT



## CONSULTATION AGREEMENT

This Agreement is dated for reference February 15, 2018

### BETWEEN:

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

("British Columbia")

### AND:

**Kitselas First Nation**, on behalf of itself and Kitselas Citizens, as represented by the Chief and Council of the Kitselas Indian Band

("Kitselas")

(Each a "Party" and collectively the "Parties")

### WHEREAS:

- A. Kitselas has Aboriginal Interests within Kitselas Territory and the British Columbia has a duty to consult and accommodate where appropriate.
- B. British Columbia and Kitselas have signed:
  - (i) the Kitselas Reconciliation Agreement which commits the Parties to negotiating and attempting to reach agreement on a consultation agreement; and,
  - (ii) the Kitselas Forest & Range Consultation and Revenue Sharing Agreement (FCRSA) which sets out a process for consultation regarding forest and range resource development on provincial Crown lands within Kitselas Territory;
- C. The Parties respect Kitselas laws, policies and cultural values, and are committed to fostering excellent working relationships to implement a consultation process consistent with the purposes of the Kitselas Reconciliation Agreement, and building on the FCRSA; and

- D. The Parties see the relationship developed through this consultation Agreement as a tool for Kitselas enacting stewardship of its territory in a manner consistent with the United Nations Declaration on the Rights of Indigenous People (UNDRIP).

**NOW THEREFORE** the Parties agree as follows:

## **1. DEFINITION AND INTERPRETATION**

1.1 **Definitions.** In this Agreement:

**“Aboriginal Interests”** means:

- a. asserted aboriginal rights including Aboriginal title; or
- b. determined aboriginal rights including aboriginal title, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

**“Agreement”** means this Consultation Agreement;

**“Chief”** means, in respect of the Kitselas First Nation, “chief” within the meaning of the *Indian Act*;

**“Citizen”** means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of the Kitselas First Nation and includes all those persons who are collectively entitled to exercise Aboriginal Interests of the Kitselas First Nation;

**“Confidential Information”** means any information provided by the Parties under this Agreement which is not in the public domain that the Party denotes in writing as “Confidential”;

**“Consultation Working Group” or “CWG”** means a working group established under the terms of this Agreement which has the responsibilities set out in Appendix B;

**“Dispute”** means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, but does not include a disagreement regarding any Recommendations, or any decisions on Proposed Activities made by a Provincial Agency following Engagement;

**“Effective Date”** means the last date on which this Agreement is signed by the Parties;

**“Engagement”** means the process under the Engagement Framework;

**“Engagement Framework”** means the structure for Engagement under Appendix C, including:

- a. the processes for consultation;
- b. the levels of consultation;
- c. the development and provision of Recommendations to a decision maker;  
and
- d. the Issues Resolution Process;

**“FCRSA”** means the Forest Consultation and Revenue Sharing Agreement between the Parties dated September 20, 2017, as amended or replaced from time to time in accordance with its terms;

**“Issues Resolution Process”** means the process for resolving issues that arise during the implementation of the Engagement Framework as set out in section 5 of Appendix C;

**“Kitselas”** means the “band”, as that term is defined in the *Indian Act*, .S.C. 1985, c. I-5, named the “Kitselas First Nation.”

**“Kitselas Territory”** means the territory located within British Columbia as identified in Appendix A;

**“Other Provincial Agencies”** means a provincial ministry or agency that is not defined as a Provincial Agency under this Agreement;

**“Proposed Activity”** means:

- a. a land and resource activity proposed in an application or suite of applications under consideration by a Provincial Agency which may have an adverse impact on Kitselas’ Aboriginal Interests;
- b. a decision or activity contemplated by a Provincial Agency which may have an adverse impact on Kitselas’ Aboriginal Interests; or
- c. an activity or decision subject to Engagement, as agreed to by the Parties, which may have an adverse impact on the Kitselas’ Aboriginal Interests;

but does not include any proposed “Operational Plan”, or “Administrative Decision and/or Operational Decision” within the meaning of the FCRSA;

**“Provincial Agency”** means the:

- a. Ministry of Indigenous Relations & Reconciliation;
- b. Ministry of Forests, Lands, Natural Resource Operations & Rural Development;
- c. Ministry of Environment & Climate Change Strategy; and
- d. Ministry of Energy, Mines & Petroleum Resources;

**“Recommendations”** mean recommendations that are developed by the Consultation Working Group and provided to a decision maker in accordance with the Engagement Framework;

**“Reconciliation Agreement”** means the Kitselas Reconciliation Agreement between the Parties dated March 30, 2017 as amended from time to time in accordance with its terms;

**“Senior Officials”** has the same meaning as in the Reconciliation Agreement;

**“Shared Engagement Record”** or **“SER”** means the document developed by the Consultation Working Group in accordance with the Engagement Framework in respect of a Proposed Activity, including a copy of the information package, all other correspondence and documents added by either Party during Engagement, and applicable Recommendations;

**“Strategic Topics”** means a land or resource matter of interest to either Party, other than a Proposed Activity, which may be brought forward for discussion at the Consultation Working Group as outlined in Appendix B;

**“Traditional Knowledge”** means information held by Kitselas or a Kitselas Citizen and related to Kitselas’ traditions, customs and practices that is not in the public domain; and

**“Tsimshian Environmental Stewardship Authority”** or **“TESA”** means the regional authority established by the Tsimshian Nations to support their shared goal of stewardship of their shared Territory.

## 1.2 **Interpretation.** For purposes of this Agreement:

- a. “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b. the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c. a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d. words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;

- e. in the calculation of time under this Agreement, all references to “days” are to business days from Monday to Friday (except statutory holidays in British Columbia), except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
- f. any reference to a corporate entity includes any predecessor or successor to such entity; and
- g. there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

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

- Appendix A – Map of Kitselas Territory
- Appendix B – Consultation Working Group
- Appendix C – Engagement Framework
- Appendix D – Annual Funding Report Template

## 2. PURPOSE, INTENDED OUTCOMES AND SCOPE

2.1 **Reconciliation Agreement.** The Parties acknowledge that:

- a. as contemplated by section 3.1 f) of the Reconciliation Agreement, a purpose of this Agreement is to create an efficient, effective and meaningful approach to government-to-government engagement and consultation associated with development impacting Kitselas Territory that may impact Kitselas’ Aboriginal Interests that:
  - i. facilitates the fulfillment of British Columbia’s legal obligations to consult, and where appropriate, accommodate Kitselas;
  - ii. is systematic, transparent and adaptable to the needs of the Parties;
  - iii. optimizes the use of the Parties’ engagement resources;
  - iv. integrates and functions consistently with other agreements between the Parties; and
  - v. fosters the efficient and effective implementation of the Parties’ shared decision making obligations;

- b. this Agreement is the “consultation agreement” contemplated by section 4.7 of the Reconciliation Agreement;
- c. this Agreement will be appended to the Reconciliation Agreement as a “Subsequent Agreement” within the meaning of the Reconciliation Agreement;
- d. for certainty, nothing in this Agreement is intended to define, limit, enlarge, or modify any obligation that either Party has under the Reconciliation Agreement; and
- e. if the Reconciliation Agreement terminates, the Parties will, within 30 days of the termination, meet to consider any required amendments to this Agreement.

2.2 **Purpose.** The purpose of this Agreement is to increase consultation effectiveness and process certainty by:

- a. strategic engagement through the Engagement Framework;
- b. ensuring that British Columbia’s consultation obligations on Proposed Activities are fulfilled;
- c. improving relationships between the Parties through consistent, open and timely communication;
- d. creating an efficient consultation structure relating to Proposed Activities; and
- e. increasing process certainty relating to land and resource management within the Kitselas Territory.

2.3 **Scope.** This Agreement applies to consultation regarding Proposed Activities that may impact Kitselas’ Aboriginal Interests.

### 3. STRATEGIC STRUCTURES

3.1 **Establishment of Structures.** The Parties will establish the following structures and processes:

- a. a Consultation Working Group with the responsibilities set out under Appendix B; and
  - b. an Engagement Framework set out under Appendix C.
- 3.2 **Relationship with Proponents.** British Columbia will continue to encourage early and respectful engagement between proponents and Kitselas.
- 3.3 **Linkage to Treaty.** The Parties will review, and may choose to amend or terminate this Agreement upon completion of a Final Agreement, as contemplated by section 4.7 c) of the Reconciliation Agreement.

#### 4. DISPUTE RESOLUTION

- 4.1 **Issues Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved ongoing and respectful government-to-government relationship and that where an issue arises regarding the operation of the Engagement Framework the Parties will follow the Issue Resolution Process.
- 4.2 **Dispute Resolution.** If the Parties are unable to reach agreement or resolve a Dispute, either Party may utilize the process set out in section 9 of the Reconciliation Agreement to facilitate the resolution of the Dispute.

#### 5. PERIODIC REVIEW OF AGREEMENT

- 5.1 **Periodic Review.** The Parties will review this Agreement as soon as practicable after the 6th and 12th month anniversaries of the Effective Date, and then annually thereafter to ensure that it is effective and, following such review, may agree to amend this Agreement, including any agreed upon funding, in accordance with section 16.6.

#### 6. CONSULTATION UNDER AGREEMENT

- 6.1 **Satisfaction of Consultation Obligations.** Unless otherwise agreed by the Parties, this Agreement constitutes the means by which the Parties will fulfill their obligations to consult on Proposed Activities and, where appropriate, the means by which British Columbia will identify potential measures or processes to accommodate any adverse impacts on Kitselas' Aboriginal Interests resulting from Proposed Activities.

- 6.2 **Resource Revenue Sharing.** The Parties acknowledge that the identification of potential revenue and benefits sharing arrangements in respect of Proposed Activities will occur in accordance with sections 4.3 and 4.4 of the Reconciliation Agreement.
- 6.3 **Relationship to FCRSA.** The Parties acknowledge that, unless otherwise agreed, this Agreement is not intended to address consultation in respect of any proposed “Operational Plan” or “Administrative Decision and/or Operational Decision”, as defined in the FCRSA, and that consultation in respect of those matters will occur in accordance with the FCRSA, however the Parties may utilize the Consultation Working Group as a forum to implement their procedural engagement obligations under Appendix B of the FCRSA.
- 6.4 **Environmental Assessment.** Nothing in this Agreement is intended to alter the environmental assessment process under the *Environmental Assessment Act*.

## 7. CONSULTATION WITH OTHER PROVINCIAL AGENCIES AND OTHER AGENCIES OR ORGANIZATIONS

- 7.1 **Consultation Process.** The Parties acknowledge that Other Provincial Agencies have consultation processes that are outside of this Agreement, and this Agreement does not create, alter or diminish their consultation or accommodation obligations, however, the Parties will encourage Other Provincial Agencies as appropriate to formally participate in this Agreement.
- 7.2 **Adding Other Provincial Agencies.** Upon a written request from an Other Provincial Agency to the Consultation Working Group Co-Chairs, the Consultation Working Group Co-Chairs may agree in writing to amend this Agreement to add that Other Provincial Agency to this Agreement as a Provincial Agency.
- 7.3 **Collaboration with Other Governments.** The Parties may collaborate when engaging with other governments including Canada, other First Nations and local governments.
- 7.4 **Regional Consultation.** The Parties may agree to work with other forums, such as TESA, to facilitate Engagement.

## 8. INFORMATION SHARING AND CONFIDENTIALITY

- 8.1 **Information Sharing.** The Parties will support Engagement and consultation under the Engagement Framework by sharing relevant information and knowledge and, subject to provincial law, will, at the time of disclosure:
- a. assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
  - b. make all reasonable efforts to maintain the confidentiality of the information provided by the other Party, and prevent its disclosure to the public, in particular information identified as Confidential Information.
- 8.2 Where the Parties disagree on the assessment of Kitselas Aboriginal Interests impacted by a Proposed Activity the Parties will meet in accordance with the Engagement Framework to exchange information to attempt to establish a shared understanding as to the extent of Kitselas Aboriginal Interests.
- 8.3 **Traditional Knowledge.** British Columbia acknowledges that Kitselas is the custodian of Traditional Knowledge that may be:
- a. confidential or sensitive in nature; or
  - b. owned by individuals and must be managed according to the owner's wishes.
- 8.4 **Freedom of Information.** If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose information received from Kitselas under this Agreement, British Columbia will provide Kitselas with notice of the request and the opportunity to express any views regarding the disclosure.
- 8.5 **Disclosure of Traditional Knowledge.** British Columbia acknowledges that the disclosure of information, including Traditional Knowledge, that is provided by Kitselas to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could reasonably be expected to harm the relations between British Columbia and Kitselas as an aboriginal government.
- 8.6 **Additional Conditions.** The Parties acknowledge that:
- a. 8.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and
  - b. the disclosure of Confidential Information may be required or restricted under provincial law or subject to additional conditions on disclosure.

## 9. FUNDING

9.1 **Funding.** In order to effectively implement this Agreement, British Columbia will, for the initial three (3) year period of this Agreement, supplement Kitselas resources by providing Kitselas with **\$300,000** dollars in funding, payable as follows:

- a. **\$100,000 dollars** within sixty (60) days of the Effective Date; and
- b. **\$100,000 dollars** per year within thirty (30) days of receipt of the report under section 10.1.

9.2 **Additional Funding.** Nothing in this Agreement precludes Kitselas from:

- a. accessing funding that may be available through Other Provincial Agencies, a non-governmental body, or another level of government;
- b. working with British Columbia to identify additional funding to support the priorities of the Consultation Working Group and implementation of joint projects; or
- c. negotiating revenue-sharing Agreements with proponents.

## 10. REPORTING ON FUNDING

10.1 **Reporting on Funding.** To be eligible for payments under section 9.1.b, Kitselas will, on or before July 31st of each year during the term of this Agreement, prepare a report containing the information set out in Appendix D.

## 11. CONDITIONS PRECEDENT TO FUNDING

11.1 **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by British Columbia to Kitselas under this Agreement is subject to:

- a. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any fiscal year or part thereof when such payment is required, to make such payment;
- b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment;

- c. the band council resolution provided under section 12.1 not having been varied, amended, repealed or replaced in a manner that alters or terminates its authority to comply with the terms of this Agreement; and
- d. Kitselas being in compliance with its material obligations under this Agreement, including providing the reports identified under section 10.1.

## **12. CONDITIONS PRECEDENT TO AGREEMENT**

**12.1 Band Council Resolution.** Prior to the execution of this Agreement, Kitselas will deliver to British Columbia a true or certified copy of the band council resolution approving this Agreement, authorizing its representative to sign this Agreement and, where Kitselas is represented by a body other than Kitselas, authorizing that body to act on behalf of Kitselas for the purposes of this Agreement.

**12.2 Conditions Precedent.** British Columbia's execution of this Agreement is subject to:

- a. British Columbia having obtained all required approvals, including Cabinet and Treasury Board approval; and
- b. Kitselas' representations and warranties under this Agreement being true and correct on the Effective Date.

## **13. REPRESENTATIONS AND WARRANTIES**

**13.1 Kitselas Representations.** Kitselas represents and warrants to British Columbia, with the intent and understanding that they will be relied on by British Columbia in entering into this Agreement, that:

- a. it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its Citizens;
- b. it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its Citizens; and
- c. this Agreement is valid and binding obligation upon it.

**13.2 Provincial Representations.** British Columbia represents and warrants to Kitselas, with the intent and understanding that they will be relied on by Kitselas in entering into this Agreement, that:

- a. it has the legal power, capacity and authority to enter into this Agreement;

- b. it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement ; and
- c. this Agreement is valid and binding obligation upon it.

## **14. TERM, TERMINATION AND WITHDRAWAL**

- 14.1 **Term.** The term of this Agreement will be three (3) years commencing on the Effective Date, unless it is extended under 14.2 or terminated under 14.4.
- 14.2 **Extension of Term.** At least 6 months prior to the expiry of the term of this Agreement, the Parties will evaluate the effectiveness of this Agreement and decide whether to agree to extend the term.
- 14.3 **Terms of the Extension.** As part of the evaluation under 14.2, the Parties will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support implementation of the Agreement extension.
- 14.4 **Termination.** Notwithstanding 14.1, this Agreement may be terminated in writing by either Party on ninety (90) days' notice or on a date mutually agreed on by the Parties.
- 14.5 **Withdrawal.** A Provincial Agency may withdraw its participation in this Agreement by providing 45 days written notice to the Consultation Working Group Co-Chairs, and on such notice, the Parties will:
- a. determine if any changes to the funding under section 9.1 or any amendments to this Agreement are required; and
  - b. amend this Agreement if required.
- 14.6 **Resolution of Termination or Withdrawal.** In recognition of the enduring value of a government-to-government relationship between the Parties, the Parties will:
- a. on notice of termination or withdrawal, provide the other Parties with the reasons for termination or withdrawal; and
  - b. meet face to face within 30 days to attempt to resolve the issue prior to termination or withdrawal.
- 14.7 **Effect of Termination.** Where this Agreement is terminated under 14.4:

- a. Kitselas will, where it has received funding from British Columbia to implement this Agreement, remit any unspent funds to British Columbia within 30 days of the termination of this Agreement taking effect; the parties will meet face to face within 30 days to discuss remittance; and
- b. section 8.4 of this Agreement related to Confidentiality and Freedom of Information survives the termination of this Agreement.

## 15. NOTICE AND DELIVERY

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

if to British Columbia:

Regional Executive Director  
Ministry of Indigenous Relations and Reconciliation  
3rd Floor - 3726 Alfred Avenue  
Smithers BC V0J 2N0

Fax: (250) 847-7501

and if to Kitselas:

Director of Lands and Resources  
Kitselas First Nation  
2225 Gitau Road  
Terrace BC V8G 0A9

Fax: (778) 634-3796

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

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

## 16. GENERAL

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

- a. constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b. affirm, recognize, abrogate or derogate from any of Kitselas' Aboriginal Interests.

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

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

- a. an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Kitselas' Aboriginal Interests;
- b. an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
- c. as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

16.4 **No Fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of British Columbia or fetter the discretion given to any decision-maker or authority, including Kitselas'.

16.5 **Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

16.6 **Amendment.** This Agreement may be amended by the Parties in writing as follows:

- a. any amendment to this Agreement, by the Minister of Aboriginal Relations and Reconciliation, on behalf of British Columbia and the Chief of the Kitselas First Nation, on behalf of Kitselas; or
- b. any amendment to Appendix B, Appendix C, or the definition of Provincial Agency, by the Consultation Working Group Co-Chairs.

16.7 **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

16.8 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

16.9 **No Implied Waiver.** Any waiver of:

- a. a provision of this Agreement;
- b. the performance by a Party of an obligation under this Agreement; or
- c. a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

16.10 **Assignment.** Neither Party will assign, either directly or indirectly, this Agreement or any rights under this Agreement without the prior written consent of the other Party.

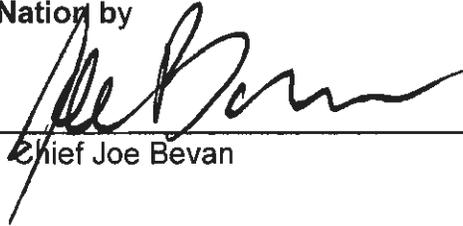
16.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

16.12 **Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

16.13 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 15 day of February, 2018.

Signed on behalf of the Kitselas First Nation by



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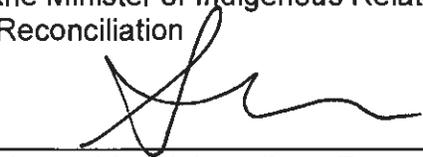
Chief Joe Bevan



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Witness

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by as represented by the Minister of Indigenous Relations and Reconciliation



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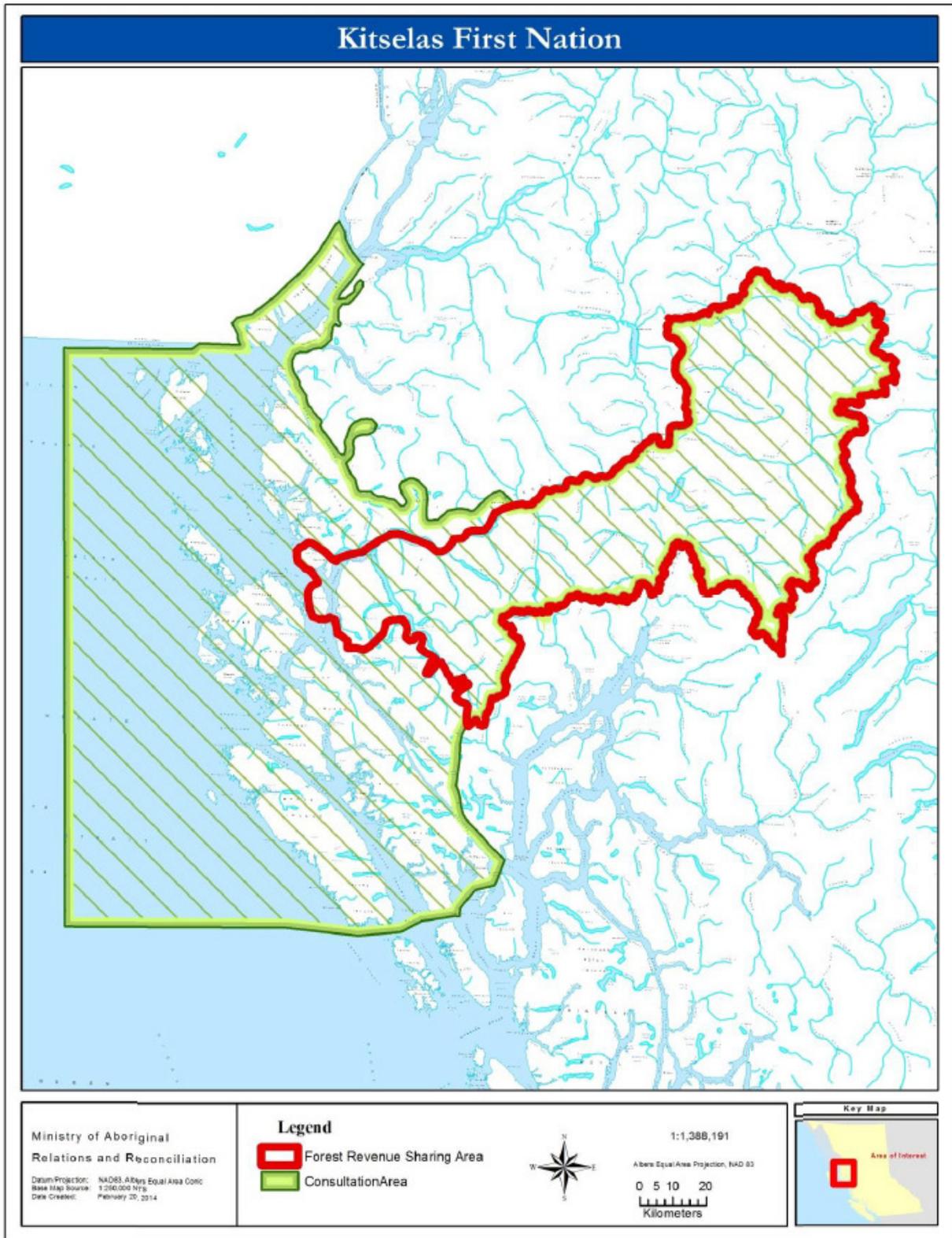
Honorable Minister Scott Fraser



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Witness

**Appendix A: Map of Traditional Territory**



## **Appendix B: Consultation Working Group (CWG)**

### **1. Consultation Working Group.**

**1.1 Composition.** The CWG is composed of Kitselas and Provincial staff responsible for implementing the Engagement Framework and is managed by the Co-chairs.

**1.2 Responsibilities.** The CWG is responsible for:

- a. implementing the Engagement Framework with respect to Proposed Activities;
- b. recommending creation of and overseeing working groups;
- c. sharing information related to potential Proposed Activities;
- d. discussing relevant Strategic Topics that are of interest to the Parties;
- e. undertaking Engagement for Proposed Activities;
- f. coordinating the involvement of Other Provincial Agencies and parties as needed in the consultation process;
- g. monitoring and recommending actions to the Parties with respect to the implementation of this Engagement Framework;
- h. providing oversight of initiatives under the Engagement Framework;
- i. other matters as agreed by the Parties consistent with the purpose of the Engagement Framework;
- j. referring topics of mutual interest or concern to the Senior Officials; and
- k. creation and evaluation of performance measures of the Engagement Framework.

**1.3 Topics for Discussion.** The Consultation Working Group may discuss:

- a. Proposed Activity consultation and engagement activities;
- b. land use planning related issues;
- c. shared decision making processes and structures;
- d. consultation tools and systems;
- e. archaeology and cultural heritage resource management;
- f. socio-economic impacts of Proposed Activities;
- g. cumulative effects of Proposed Activities;
- h. access management guidelines;
- i. Strategic Topics;
- j. addition or withdrawal of a Provincial Agency;

- k. areas of particular concern; and
- l. specific resource management concerns.

**1.4 Meeting Frequency.** The CWG will hold regular meetings monthly or more often as reasonably needed and will meet in person when possible.

**1.5 CWG Co-Chairs.** The Consultation Working Group Co-Chairs will consist of the following individuals, as appointed by each Party from time to time:

- a. the Kitselas Lands and Resources Director on behalf of Kitselas; and,
- b. the First Nations Relations Manager from the Skeena Regional Office of the Ministry of Forests, Lands, and Natural Resource Operations on behalf of British Columbia.

**1.6 CWG Co-Chair Roles and Responsibilities.** The CWG Co-chairs will working together to ensure the CWG functions by:

- a. managing the work of the CWG;
- b. managing the Issues Resolution process as set out in Appendix C;
- c. elevating Strategic Topics to the Senior Officials;
- d. creating and overseeing working groups;
- e. managing the evaluation of this Agreement; and
- f. other matters as agreed to by the Parties.

## Appendix C: Engagement Framework

**Background.** This Appendix provides guidance to Provincial Agencies for proposing the appropriate engagement level for assessing the potential impacts of a Proposed Activity on Kitselas' Aboriginal Interests and may also be used to identify the appropriate engagement level for assessing impacts, including activities outside of the Kitselas Territory that may impact Kitselas Aboriginal Interests.

The Parties agree that consultation outcomes for a Proposed Activity do not necessarily apply to subsequent projects, and each will be individually considered through the Engagement Framework.

**Proposed Engagement Levels.** Provincial staff will in good faith refer to the assessment criteria and the activity table described below for guidance when determining the proposed engagement level for a Proposed Activity.

**Engagement Levels.** The engagement levels contemplated in the Agreement will be as follows:

**Level 0 – No Engagement (No Notification):** Activities with negligible potential impact or that are not associated with a provincial statutory decision. Provincial Agencies are not required to refer these Proposed Activities to Kitselas, though summary information may be provided upon request. No timelines.

**Level 1 – Notification Post Decision:** Activities with low potential impact. Provincial Agencies are required to notify Kitselas as soon as possible following the decision. No timelines.

**Level 2 – Notification:** Information regarding a Proposed Activity is shared with Kitselas before British Columbia makes a land and resource decision. Kitselas will respond within a ten day time-frame to indicate that Level 2 is acceptable and to provide readily available information on Kitselas' Aboriginal Interests in the application area, after which no further engagement is required. If Kitselas is of the view that the Proposed Activity requires further discussion, there is an opportunity to elevate the engagement level. Timelines – 10 days in total.

**Level 3 – Standard:** Information regarding a Proposed Activity is shared with Kitselas before British Columbia makes a land and resource decision. Discussions occur between the representatives via phone, e-mail or in-person within a streamlined timeframe using information available within the application. Either Party may propose to change the engagement level by providing a reasonable rationale for the change. Timelines – 30 days total.

**Level 4 – Complex/Deep:** Information is shared with Kitselas before British Columbia makes a land and resource decision. The process includes the same

components as Level 3, but with a longer timeframe allowed for the Parties to undertake discussions. In some cases, additional information relevant to the Proposed Activity may be gathered by the Parties and/or the applicant. Either Party may propose to change the engagement level by providing a reasonable rationale for the change. Timelines – 60 days total.

**Consultation Process.** The Co-chairs may by mutual agreement adjust any timelines on a specific consultation.

### **Level 0 – No Engagement (No Notification)**

No engagement is required.

### **Level 1 – Post Decision Notification**

Upon decision/permit issuance, British Columbia will provide Kitselas Land and Resource Department (KLRD) with a record of the decision as soon as reasonably possible.

### **Level 2 – Notification & Level 3 – Standard**

#### **1.0 Engagement**

- 1.1. A Provincial Agency will initiate Engagement on Proposed Activities by providing KLRD with an information package that includes the following information, as applicable:
  - a. a summary of the Proposed Activities, and relevant application(s) materials;
  - b. the identity and contact information of the applicant that has submitted an application or the tenure holder whose tenure or permit is under consideration;
  - c. a description of the approximate location of, or area affected by, the Proposed Activities;
  - d. a proposed Engagement level as indicated by the matrix or reflective of an alternative proposed level as may be considered appropriate;
  - e. a reference to the relevant provincial statute(s) and the type of authorization(s) that would flow from potential provincial decisions respecting the Proposed Activities;
  - f. contact information for the provincial representative(s) for the purposes of Engagement; and
  - g. other relevant and reasonably available information.

The information listed in a – g above will be part of the Shared Engagement Record to be developed by the Consultation Working Group.. The Shared Engagement Record is a summary of information exchanged between the

Parties in respect of a Proposed Activity, and includes the Recommendations.

- 1.2. Within 10 days of receipt of an information package under section 1.1 in respect of a proposed Engagement Level 2 or Engagement Level 3 the KLRD will respond by:
  - a. indicating agreement with the proposed Engagement Level;
  - b. proposing to elevate the Engagement Level with rationale;
  - c. proposing to lower the Engagement Level with rationale; or
  - d. in exceptional circumstances, bringing the matter to the attention of the CWG Co-Chairs.
- 1.3. If KLRD does not respond within 10 days to the Engagement Level proposed by a Provincial Agency, the proposed Engagement Level will be deemed to have been accepted by KLRD and the Provincial Agency will proceed with proposed Engagement Level.
- 1.4. If the Provincial Agency does not agree with the proposed modification by KLRD, the Provincial Agency will respond within 10 days, failing which the proposed modification will be deemed to have been accepted and the Provincial Agency will proceed with modified Engagement Level.
- 1.5. If an agreement on an Engagement Level is not reached by a Provincial Agency and KLRD, the assistance of the CWG Co-Chairs will be requested.
- 1.6. If the CWG Co-chairs cannot agree on an Engagement Level, an Engagement Level 2 decision will be moved to Engagement Level 3.
- 1.7. An Engagement may only be elevated to Engagement Level 4 by agreement of the CWG Co-Chairs.
- 1.8. The CWG Co-Chairs may agree to change an Engagement Level during an Engagement as new information becomes available.

## 2.0 Information Sharing

- 2.1 KLRD will review information provided by a Provincial Agency and will within the timeframes set out in section 2.2, provide to the identified Provincial Agency an information package that includes:
  - a. a description of Kitselas interests, including Aboriginal Interests, which may be impacted by the Proposed Activities; and
  - b. preliminary proposed options to address such potential impacts.
- 2.2 KLRD will provide information under section 2.1 within:

- a. 10 days of receipt of an information package under section 1.1 for an Engagement Level 2 decision; and
  - b. 30 days of receipt of an information package under section 1.1 for an Engagement Level 3 decision.
- 2.3 If KLRD does not provide information in accordance with section 2.2, the Provincial Agency may proceed without further Engagement efforts but will give full consideration to relevant known information respecting Kitselas interests when considering Proposed Activities.
- 3.0 Development of Consensus Recommendations for Engagement Levels 2-3
- 3.1 Upon receipt of an information package in the information-sharing step, the CWG will review available and relevant information, and will engage in discussions, appropriate to the Engagement Level, during which they will make reasonable efforts to reach consensus on Recommendations respecting Proposed Activities.
- 3.2 In developing Recommendations, the CWG will consider and where necessary address some or all of the following:
- a. applicable laws, policies, or customs of the Parties;
  - b. the purposes and intended outcomes of this Agreement;
  - c. Kitselas Land and Resource Stewardship Policy;
  - d. compatibility with any other agreements between the Parties;
  - e. potential impacts of Proposed Activities on Kitselas' Aboriginal Interests, and any proposed measures to accommodate Kitselas' Aboriginal Interests; and
  - f. other relevant information as mutually agreed by the Parties.
- 3.3 The timelines for completing Recommendations are:
- a. For Engagement Level 2 decisions, 10 days; and
  - b. For Engagement Level 3 decisions, 30 days.
- 3.4 Where the CWG identify issues that cannot be meaningfully addressed within the scope of decisions respecting particular Proposed Activities, such issues may be brought to the attention of the CWG co-chairs. Such issues may include:
- a. concerns respecting substantive impacts of past activities or decisions;
  - b. policy issues or matters of a regional nature; or
  - c. other matters as agreed by the CWG.
- 3.5 With respect to issues identified in the above section, the CWG Co-chairs will:

- a. review the issue together;
  - b. facilitate the exchange of further information as needed; and
  - c. attempt to reach agreement on a Recommendation, which may include bringing the matter to the attention of the appropriate senior staff.
- 3.6 Where the Parties agree not to trigger the Issues Resolution Process under section 5 of this Appendix, a description of consensus CWG Recommendations as well as the Provincial Agency and KLRD's respective individual recommendations where the CWG are not able to achieve consensus, will be forwarded to the decision makers.
- 3.7 It is the understanding of the Parties that after the Engagement has been completed, the decision maker will consider all reasonably available relevant information and Recommendations related to each Proposed Activity and will proceed to make a decision respecting the Proposed Activity.
- 3.8 Either Party may communicate with the other to confirm the outcomes of their considerations

#### **Level 4 – Complex/Deep**

- 4.1 When a Proposed Activity meets the criteria for Engagement Level 4, the British Columbia CWG Co-chair will provide written notice to the Kitselas CWG Co-chair of the Proposed Activity as soon as practicable, and the notification period will commence upon receipt of an information package, unless the CWG Co-chairs agree otherwise, and provide the following information to the KLRD:
- a. the general location and the nature of the Proposed Activities;
  - b. the types of Provincial authorizations that may be required for the Proposed Activities; and
  - c. the Provincial Agencies that may be involved in Provincial authorizations for the Proposed Activities.
- 4.2 The provision of notice to the Kitselas Co-Chair and information to the KLRD in accordance with section 4.1 commences the Engagement Process timeline in respect of an Engagement Level 4 Proposed Activity.
- 4.3 The KLRD CWG Co-chair will, subject to any applicable confidentiality restrictions, share relevant information respecting the status and outcomes of any discussions between the KLRD and an applicant respecting the Proposed Activities as soon as practicable.
- 4.4 The CWG co-chairs will, within 30 days of the notification and provision of information under section 4.1, establish a Level 4 Working Group under its direction and convene an initial meeting of that Working Group to discuss:

- a. initial views on the potential impacts of the Proposed Activities, including potential impacts on Kitselas Aboriginal Rights;
  - b. initial views on the potential benefits of the Proposed Activities to Kitselas and others;
  - c. information requirements and measures to support ongoing information sharing;
  - d. work planning for further Level 4 Working Group activities with respect to the development of process Recommendations for Engagement respecting the review of Proposed Activities; and
  - e. other matters as agreed by the CWG Co-Chairs.
- 4.5 The Level 4 Working Group will develop a process for Engagement respecting the Proposed Activities in consideration of the topics for discussion in 4.4, refer the matter to the CWG co-chairs, or follow the Issues Resolution process.
- 4.6 The timeline for completion of Recommendations in respect of an Engagement Level 4 decision is 30 days of the initial meeting identified in 4.4.
- 4.7 The information described through the Level 4 process will be incorporated into the Shared Engagement Record to the fullest extent possible.

## **5. CWG Issues Resolution Process**

- 5.1 The Parties agree that the Engagement Level elevation options are the primary means by which issues will be resolved, in order to minimize the need for the additional Issue Resolution steps below.
- 5.2 If an issue arises, the CWG will meet at a technical level and attempt to resolve the issue in good faith.
- 5.3 If the issue remains unresolved, the CWG Co-chairs will exchange written descriptions of the issue and arrange to meet (face to face if possible) within 10 days to discuss and attempt to resolve the issue, and to reach agreement on Recommendations.
- 5.4 The CWG Co-Chairs will produce a final summary of the Recommendations within 10 days.
- 5.5 The Co-Chairs may refer the issue to Senior Officials for discussion with the goal of achieving a joint solution.
- 5.6 The decision maker will review the Recommendation summary along with all other relevant information, proceed to decision, and if the decision is inconsistent with Kitselas' recommendations, the decision maker will provide written rationale within 10 days regarding how Kitselas' interests have been addressed.

5.7 Notification under section 5.6 constitutes the completion of the Engagement.

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Lands (FLNRORD)</b>	<ul style="list-style-type: none"> <li>• Establishment of Section 16/17 Land Act Reserves for provincial agencies in which a higher level of engagement is required prior to development (i.e., future park, MEMPR no staking reserve, MOTI gravel reserve for future operations).</li> <li>• Administrative applications that are assignments from individuals to individuals.</li> <li>• Activities that are noted in the <i>Permission Land Use Policy</i>.</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Measures related for the protection of life and property.</li> <li>• Communication sites and associated buildings with less than 1 hectare site footprint &amp; no new road access.</li> <li>• Navigation aids.</li> <li>• Investigative Use Permits where there are low impacts (i.e., surveying and inventory work [birds, plants, water quality/quantity], non-mechanized land alteration).</li> <li>• Commercial film (small).</li> <li>• Commercial recreation involving non-motorized, light-impact, extensive uses including: , backcountry hiking, and guided nature tours.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishment of Section 16/17 Land Act Reserves for non-provincial government agencies (i.e., Federal Government, Municipality) or provincial applications related to treaty interests for neighbouring nations.</li> <li>• Commercial recreation involving non-motorized, light-impact, specific to: river rafting.</li> <li>• Administrative applications including scheduled renewals of existing tenures, licenses or permits. Engagement will occur annually on a batched basis (i.e., Lands Replacements).</li> </ul>	<ul style="list-style-type: none"> <li>• Crown land tenure.</li> <li>• Land Act subdivision development approval.</li> <li>• Land tenure (i.e., communication site in undisturbed area).</li> </ul>	<ul style="list-style-type: none"> <li>• New resort application.</li> <li>• Major projects not currently undergoing review under Environmental Assessment Act.</li> </ul>

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Water (FLNRORD)</b>	<ul style="list-style-type: none"> <li>• Section 9 (Water Licences), Section 10 (Short Term Use Approvals) and Section 11 (Change Approvals) amendments (i.e., change of works, abandonment, apportionment, cancellation, extension of time, name change):               <ul style="list-style-type: none"> <li>○ Transfer of appurtenancy, and addition or changes in purpose where the change does not alter the downstream impacts.</li> <li>○ Issuance of a final licence (Section 21).</li> </ul> </li> <li>• Orders under the <i>Water Sustainability Act</i> (WSA) to regulate water use or instream activities</li> </ul>		<ul style="list-style-type: none"> <li>• Section 9’s (Water Licences) that are greater than 1% MAD or 2.0 m<sup>3</sup>/day (approximately 500 gallon/day) or otherwise deemed low to moderate risk during the technical assessment.</li> <li>• Section 9’s (Water Licences) that are not exceeding 2.0 m<sup>3</sup>/day (approximately 500 gallons/day) and/or 1% of the MAD, but involve Crown land.</li> <li>• Section 9’s (Water Licences) for existing groundwater users/wells, where the source aquifer is suspected of hydraulic connectivity with surface water, and the well is in an area of water scarcity, in which case a pre-decision notification will take place.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 11’s (Change Approvals) moderate or higher impact, using QPs and BMPs.</li> </ul>	<ul style="list-style-type: none"> <li>• Water licences (i.e., associated with hydroelectricity production, or comparable large water authorizations).</li> </ul>

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Water (FLNRORD)</b>	<p>and groundwater.</p> <ul style="list-style-type: none"> <li>• All remediation Orders relating to non-compliance.</li> <li>• Maintenance, repairs, and Orders under the <i>Dike Maintenance Act</i>.</li> <li>• Maintenance, repairs, and Orders under the <i>Dam Safety Regulations</i>.</li> <li>• Section 9's (Water Licences) that are not exceeding 2.0 m<sup>3</sup>/day (approximately 500 gallons/day) and/or 1% of the Mean Annual Discharge (MAD) and do not involve Crown land.</li> <li>• Section 9's (Water Licences) for existing groundwater users/wells, where the source aquifer is not hydraulically connected to surface water and the well is</li> </ul>		<ul style="list-style-type: none"> <li>• Section 9's (Water Licences) for existing groundwater users/wells, where the source aquifer is suspected of hydraulic connectivity with surface water and the well is not in an area of water scarcity, in which case a post-decision notification will take place.</li> <li>• Section 9's (Water Licences) for existing groundwater users/wells, where the source aquifer is not suspected of hydraulic connectivity with surface water, but is on Crown land with no current tenure, in which case and a pre-decision notification will take place.</li> <li>• Section 9's (Water Licences) for existing groundwater users/wells, where the</li> </ul>		

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Water (FLNRORD)</b>	<p>not on Crown land.</p> <ul style="list-style-type: none"> <li>• Section 10’s (Short Term Use Approvals) that are non-placer mining, (i.e., existing dust control, no impact) Not exceeding 5% MAD.</li> <li>• Section 11’s (Change Approvals) that have no or negligible risk of impact, or routine maintenance of infrastructure, using Qualified Professionals and Best Management Practices.</li> <li>• Section 11’s (Change Approvals) for public safety projects where there is imminent impact.</li> <li>• Activities under Part 3 of the <i>Water Sustainability Regulation</i>.</li> </ul>		<p>source aquifer is not suspected of hydraulic connectivity with surface water, but is on Crown land with a current tenure, in which case and a post-decision notification will take place.</p> <ul style="list-style-type: none"> <li>• Section 10’s (Short Term Use Approvals) with potential impact on downstream First Nation Licence, and/or greater than 5% MAD</li> <li>• Section 10’s (Short Term Use Approvals) with moderate risk of impact to water quality/quantity or habitat values</li> <li>• Section 11’s (Change Approvals) with low impact, using Qualified Professionals (QP) and Best Management Practices (BMP).</li> <li>• Permit over Crown Lands (PCL) that are non-exclusive in</li> </ul>		

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Water (FLNRORD)</b>			nature. • Leave to commence for operations (i.e., final authorization to do work as per licence conditions, for water power).		
<b>Fish &amp; Wildlife (FLNRORD)</b>	<ul style="list-style-type: none"> <li>• Fish &amp; Wildlife Guiding:                             <ul style="list-style-type: none"> <li>○ Guide outfitter licence.</li> <li>○ Transporter licence.</li> <li>○ Angling guide licence – freshwater.</li> </ul> </li> <li>• Trapping &amp; Fur:                             <ul style="list-style-type: none"> <li>○ Trapping licence.</li> <li>○ Fur trader.</li> </ul> </li> <li>• Hunt, Trap or Kill Wildlife:                             <ul style="list-style-type: none"> <li>○ Hunt, trap or kill wildlife.</li> <li>○ Hunt, trap or kill wildlife for disabled.</li> <li>○ Dens and dam management.</li> <li>○ Nest management.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Fish Collection.</li> </ul>		<ul style="list-style-type: none"> <li>• Fish &amp; Wildlife Guiding:                             <ul style="list-style-type: none"> <li>○ Guide outfitter territory certificate.</li> </ul> </li> <li>• Trapping &amp; Fur:                             <ul style="list-style-type: none"> <li>○ Trapline transfer.</li> </ul> </li> </ul>	

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Fish &amp; Wildlife (FLNRORD)</b>	<ul style="list-style-type: none"> <li>○ Accompany to hunt.</li> <li>• Possess Wildlife:               <ul style="list-style-type: none"> <li>○ Dead wildlife.</li> <li>○ Dead wildlife – ceremonial.</li> <li>○ Dead wildlife – research.</li> <li>○ Dead wildlife – lost document.</li> <li>○ Alien species.</li> <li>○ Live wildlife.</li> <li>○ Wildlife sustenance.</li> </ul> </li> <li>• Fishing Ponds and Schools:               <ul style="list-style-type: none"> <li>○ Trout pond.</li> <li>○ Fishing school.</li> </ul> </li> <li>• Wildlife Import, Export, Transport &amp; Release:               <ul style="list-style-type: none"> <li>○ Import wildlife.</li> <li>○ Export wildlife.</li> <li>○ Transport live wildlife.</li> <li>○ Release live wildlife.</li> </ul> </li> <li>• Game Bird Club.</li> <li>• Wildlife Rehabilitation</li> </ul>				

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Fish &amp; Wildlife (FLNRORD)</b>	Centre. <ul style="list-style-type: none"> <li>• Angling:                             <ul style="list-style-type: none"> <li>○ Disabled people.</li> </ul> </li> </ul>				
<b>Arch Branch (FLNRORD)</b>		<ul style="list-style-type: none"> <li>• Administrative amendments to permits (i.e., extensions to timeframes for fieldwork reporting, change of permit holder within a company, change in archaeologist. Does not include a change in study area or methods).</li> </ul>	<ul style="list-style-type: none"> <li>• Heritage inspection permit (S14) –nearly all of S14 permits issued by Arch Branch and in advance of development; physically looking for sites via shovel tests, probing, tree boring and the like account for 50-60% of total permits issued per year.</li> <li>• Heritage investigation permit (S14) permits issued; low impact and may or may not be in advance of development – broad inventory work or research permits on typically very significant sites. Typically less than 15 individual permits in a year (less than 5% of total permits)</li> </ul>	<ul style="list-style-type: none"> <li>• Site alteration permit (S12) – typically issued for the development phase of projects; alterations to known archaeological sites.                             <ul style="list-style-type: none"> <li>○ Accounts for 40-50% of total permits issued per year.</li> <li>○ Depending on the nature of proposed impacts, an archaeologist may act as co-permittee, to oversee work, or may be issued to an RPF, or a non-archaeologist if there are no concurrent archaeological assessments.</li> <li>○ The application describes the</li> </ul> </li> </ul>	

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Arch Branch (FLNRORD)</b>			<ul style="list-style-type: none"> <li>Amendments to S12 and S14 permits to add areas and/or sites, change methods or change repository of artifacts.</li> </ul>	<p>site(s) to be altered, previous assessments, the nature of proposed impacts, and methods if concurrent archaeological assessment is required.</p> <ul style="list-style-type: none"> <li>In the event artifacts are collected, a repository must be identified.</li> <li>Regardless of whether an archaeologist is involved in the permit, there will be deliverables to record what happened.</li> </ul>	
<b>Mines (MEMPR)</b>	<ul style="list-style-type: none"> <li>Non- Mechanized emergency measures required for the protection of life and property.</li> <li>Date extension of Notice of Work and</li> </ul>	<ul style="list-style-type: none"> <li>Non-Mechanized mineral work including: Geophysical surveys, Underground exploration with nil</li> </ul>	<ul style="list-style-type: none"> <li>New notice of work under mines act with a total disturbance area of less than 0.5 ha.</li> </ul>	<ul style="list-style-type: none"> <li>Mines act permit no EA.</li> <li>Mining lease no EA.</li> <li>New notice of work under mines act with total disturbance area 0.5ha. or more.</li> </ul>	<ul style="list-style-type: none"> <li>Mines Act permit with EA.</li> <li>Mining lease with EA.</li> <li>Aggregate development sand and gravel quarry</li> </ul>

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Mines (MEMPR)</b>	leases – Coal, mineral, placer.	or negligible surface disturbance.		<ul style="list-style-type: none"> <li>• Mechanized mineral exploration work on pre-existing or in previously disturbed areas including:                             <ul style="list-style-type: none"> <li>○ Drilling, trenching, or test pitting with or without the use of explosives;</li> <li>○ Helicopter supported drill program;</li> <li>○ Re-opening of existing roads or trails within previously disturbed areas</li> <li>○ Existing placer mining operations.</li> </ul> </li> <li>• Aggregate development sand and gravel quarry and industrial quarry less than 200,000 tonnes.</li> <li>• Mechanized mineral exploration work in undisturbed areas including:                             <ul style="list-style-type: none"> <li>○ Drilling, trenching, or test pitting with</li> </ul> </li> </ul>	and industrial quarry between 200,00-500,000 tonnes.

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Mines (MEMPR)</b>				<ul style="list-style-type: none"> <li>or without the use of explosives;</li> <li>○ New access development where previous access has only been by water or air;</li> <li>○ New underground development for mineral exploration purposes;</li> <li>○ New placer mining operations.</li> <li>● Bulk samples.</li> </ul>	
<b>Waste Management (ENV)</b>	<ul style="list-style-type: none"> <li>● Section 87 of Environmental Management Act Orders used to address public safety or immediate environmental impacts.</li> <li>● Minor amendments to solid waste, liquid waste, liquid effluent discharge and air discharge permit (=less than 10%</li> </ul>	<ul style="list-style-type: none"> <li>● Hazardous waste storage registration.</li> </ul>	<ul style="list-style-type: none"> <li>● Significant amendments to solid waste, liquid waste, liquid effluent discharge, and air discharge permit (=more than 10% increase).</li> </ul>	<ul style="list-style-type: none"> <li>● New solid waste, liquid waste, liquid effluent discharge and air discharge permits.</li> <li>● Amendments to approved Liquid Waste Management Plans (LWMP) or Solid Waste Management Plans (SWMP), or development of new LWMPs and SWMPs.</li> <li>● Hazardous waste</li> </ul>	

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<b>Waste Management (ENV)</b>	<p>increase in quantity and decrease in quality).</p> <ul style="list-style-type: none"> <li>Name change or transfer of waste discharge permits, administrative amendments or temporary amendments, including temporary bypass approvals.</li> </ul>			<p>registrations, or permits for hazardous waste treatment or disposal.</p>	
<b>BC Parks (ENV)</b> <small>*See note below on modifying levels for BC Parks authorizations and Park Use Permit relationship with Collaborative Management Agreements.</small>	<ul style="list-style-type: none"> <li>Operations:                             <ul style="list-style-type: none"> <li>Hazard tree removal;</li> <li>Facility maintenance, repair &amp; replacement;</li> <li>Low impact facility development (i.e., signage, etc.);</li> <li>Invasive Plant Species Management<sup>1</sup>.</li> </ul> </li> <li>Park Use Permit (PUP):                             <ul style="list-style-type: none"> <li>Transfer</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Operations:                             <ul style="list-style-type: none"> <li>Minor new facility development (i.e., low impact trails).</li> </ul> </li> <li>Park Use Permit:                             <ul style="list-style-type: none"> <li>Minor Amendment (low impact, new activities added, additional area added);</li> <li>Communication sites and navigation aids – low impact &amp; no new access.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Park Use Permit:                             <ul style="list-style-type: none"> <li>Commercial Recreation – non-motorized, light-impact, extensive uses including: river rafting, backcountry hiking, and guided nature tours;</li> <li>Renewals.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Operations:                             <ul style="list-style-type: none"> <li>Major new facility development (i.e., new Visitor’s Center);</li> <li>Extensive hazard tree removal requiring a prescription;</li> <li>Prescribed burning &amp; fuel hazard reduction by prescription.</li> </ul> </li> <li>Park Use Permit:                             <ul style="list-style-type: none"> <li>New;</li> <li>Fixed roof accommodation – cabin/hut/shelter;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Establishment of new Park or Protected Area</li> <li>PUP - Fixed roof accommodation – new lodges</li> <li>PUP – major projects (i.e., major roads, utility corridors)</li> <li>Park boundary adjustment (major deletion – moderate to high impacts on PPAs.</li> </ul>

**Kitselas Activity Table**

Sector	Level 0 – No Consultation	Level 1 – Post Decision Notification	Level 2 – Notification (10 Days)	Level 3 – Normal	Level 4 – Deep
<p><b>BC Parks (ENV)</b>                      *See note below on modifying levels for BC Parks authorizations and Park Use Permit relationship with Collaborative Management Agreements.</p>	<p>(Administrative name/company change.</p> <ul style="list-style-type: none"> <li>• PUP – Filming (minor – no blocking of access)<sup>2</sup>.</li> <li>• Letter of Authorization – Filming (promotional for tourism purposes).</li> <li>• Research PUP or Letter of Authorization:                             <ul style="list-style-type: none"> <li>○ Observational based;</li> <li>○ Low impact sampling (i.e., tree coring or surface rock collection).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• PUP – Filming (major)<sup>2,3</sup>.</li> <li>• Research PUP (i.e., mode of access used not normally authorized, seasonal activity).</li> <li>• Boundary Adjustment (administrative or addition of private lands).</li> </ul>		<ul style="list-style-type: none"> <li>○ Major amendment with significant area and/or activity changes and/or new footprint with moderate impacts.</li> <li>• Research PUP:                             <ul style="list-style-type: none"> <li>○ For investigative use purposes (i.e., major projects);</li> <li>○ Extraction based (i.e., fish/egg collection, live wildlife capture).</li> </ul> </li> <li>• Boundary Adjustment (Addition of new Crown lands, change in designation, minor deletion).</li> <li>• Management planning for Parks and Protected Areas (PPAs) not identified in the Kitselas-Province of BC Collaborative Management Agreement.</li> </ul>	

### Modifier Criteria

**Each Party may propose to modify a consultation level up or down by following the Engagement Framework process, which requires a rationale and agreement by both Parties.**

**Note: BC Parks are exempt from up-modifying consultation levels 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. No new activities may be authorized within a conservancy until such time that a management plan is in place.

### BC Parks – Park Permits

- Although Kitselas has a Collaborative Management Agreement with BC Parks, the Parties agree that the engagement process for Park Use Permit authorizations will be in accordance with this Engagement Framework.

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<sup>1</sup> Information is publicly available on the IAPP (Invasive Alien Plant Program) application.

<sup>2</sup> Filming Park Use Permits are provincially required to be processed in 5 days.

<sup>3</sup> Film monitors are required to be on site during all stages of filming to ensure conditions of the Park Use Permit are adhered to. Monitors have Stop Work Order Authority under the Permit.



**Appendix D: Reporting Requirements**

Activities	Planned Expenditures	Actual Expenditures