

Nanwakolas Strategic Engagement Agreement Amendment Tracking Table

Title	Amendment Date	Nature of Amendment
Amendment of the Nanwakolas / British Columbia Framework Agreement	October 19, 2018	<ul style="list-style-type: none"> • We Wai Kai First Nation withdraws from the agreement effective October 1, 2018.
Amendment of the Nanwakolas / British Columbia Framework Agreement	July 19, 2016	<ul style="list-style-type: none"> • Kwiakah First Nation withdraws from the agreement effective July 6, 2016. • Gwa'sala-'Nakwaxda'xw First Nation withdraws from agreement effective April 4, 2016. • Extending funding for 3 fiscal years; additional funding and reporting language; minor Engagement Framework amendments.
Amendment of the Nanwakolas / British Columbia Framework Agreement	Spring 2014 (Signed Feb 21, 2014)	<ul style="list-style-type: none"> • 'Namgis First Nation withdraws from agreement.
Minor amendment (approved by Nanwakolas strategic forum working group)	Aug 2013	<ul style="list-style-type: none"> • Level 5 engagement steps added for Land Act aquaculture decisions.
	April 1, 2013	<ul style="list-style-type: none"> • 9 First Nations: Kwakiutl First Nation withdraws from the agreement becomes party to the agreement (December 2012 agreement written so amendment is not required).
Amendment of the Nanwakolas / British Columbia Framework Agreement	Dec 3 2012	<ul style="list-style-type: none"> • First 3 year term of the SEA ends in Dec 2012 and updated SEA signed. Substantial revision of document content. • 10 First Nations: We Wai Kai and 'Namgis First Nations become party to the agreement. • 14 pieces of legislation: <i>Heritage Conservation Act</i> added.

Amendment of the Nanwakolas / British Columbia Framework Agreement	Nov 15 2011	<ul style="list-style-type: none"> Wei Wai Kum First Nation becomes party to the agreement.
Amendment of the Nanwakolas / British Columbia Framework Agreement	Sept 29 2010	<ul style="list-style-type: none"> Kwiakah First Nation becomes party to the agreement.
Nanwakolas / British Columbia Framework Agreement	Signed Dec 16 2009	<ul style="list-style-type: none"> 6 First Nations: Kwakiutl, Mamalilikulla-Qwe'Qwa'Sot'Em, Tlowitsis, Da'naxda'xw Awaetlala, Gwa'sala-'Nakwaxda'xw, K'omoks Content: <ul style="list-style-type: none"> -establishes strategic forum - consultation framework includes 13 pieces of legislation: <ol style="list-style-type: none"> <i>Environmental Management Act</i> <i>Fisheries Act</i> <i>Forest Act</i> <i>Forest and Range Practices Act</i> <i>Integrated Pest Management Act</i> <i>Land Act</i> <i>Ministry of Lands, Parks and Housing Act</i> <i>Mines Act Permits</i> <i>Park Act</i> <i>Protected Areas of British Columbia Act</i> <i>Water Act</i> <i>Dike Maintenance Act</i> <i>Wildlife Act</i>

Nanwakolas / British Columbia Framework Agreement 2018 Amending Agreement

This Agreement is dated for reference the 19 day of October, 2018

BETWEEN

MAMALILIKULLA FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA FIRST NATION
WEI WAI KUM FIRST NATION
K'ÓMOKS FIRST NATION

(collectively, the “Nanwakolas First Nations”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by

Minister of Indigenous Relations and Reconciliation
(the “Province”)

AND

THE NANWAKOLAS COUNCIL SOCIETY
(the “Nanwakolas Council”)

Collectively referred to as the “Parties”

WHEREAS the Parties have entered into the **Nanwakolas / British Columbia Framework Agreement** dated December 16, 2009, as amended from time to time.

WHEREAS section 13.5 of the **Nanwakolas / British Columbia Framework Agreement** provides for the withdrawal from the **Nanwakolas / British Columbia Framework Agreement** by an individual Nanwakolas First Nation by providing forty-five (45) business days written notice stating the reasons for withdrawal.

WHEREAS the We Wai Kai First Nation has provided notice of withdrawal from the **Nanwakolas / British Columbia Framework Agreement** to the Province, the Nanwakolas Council and the Nanwakolas First Nations, by way of letter dated July 25, 2018.

WHEREAS the Parties wish to replace the map in Appendix A (Traditional Territories of the Nanwakolas Council First Nations) of the **Nanwakolas / British Columbia Framework Agreement** with a new map that removes the territory of We Wai Kai First Nation.

WHEREAS section 12 of the **Nanwakolas / British Columbia Framework Agreement**, sets out an amendment process and the Parties have completed that amendment process.

THEREFORE the Parties agree as follows:

1. The Parties acknowledge that, effective October 1, 2018 We Wai Kai First Nation is no longer a party to the **Nanwakolas / British Columbia Framework Agreement**.
2. The **Nanwakolas / British Columbia Framework Agreement** is amended by deleting the map attached as Appendix A, and replacing it with the map included as Appendix A to this **Nanwakolas / British Columbia Framework Agreement 2018 Amending Agreement (“2018 Amending Agreement”)**.
3. This **2018 Amending Agreement** may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one **2018 Amending Agreement**.
4. This **2018 Amending Agreement** takes effect on October 1, 2018 or on the date that it is signed by all the Parties, whichever is later.

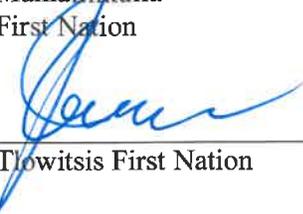
Signed on behalf of Nanwakolas First Nations:



Sept 18, 2018

Mamalilikulla-
First Nation

Date



Sept 18, 2018

Tlowitsis First Nation

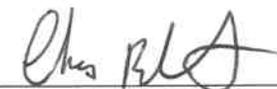
Date



Sept 18, 2018

Da'naxda'xw Awaetlala First
Nation

Date



Sept 18, 2018

Wei Wai Kum First Nation

Date



Sept 18, 2018

K'ómoks First Nation

Date

Signed on behalf of the Province:



October 19, 2018

Minister of Aboriginal
Relations and
Reconciliation

Date

**Signed on behalf of the Nanwakolas
Council:**

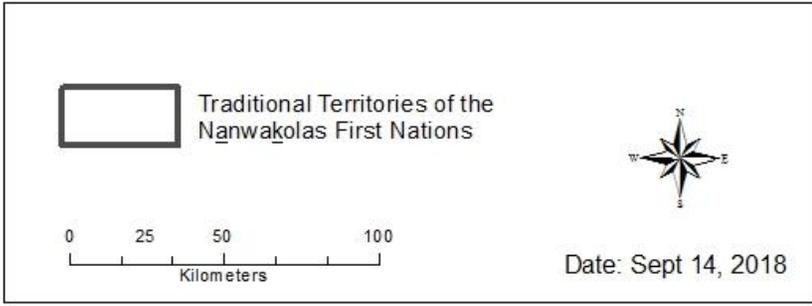


Sept 18, 2018

Nanwakolas Council
Society, President

Date

Appendix A
Framework Agreement Traditional Territories of the Nanwakolas First Nations



Nanwakolas / British Columbia Framework Agreement 2016 Amending Agreement

This Agreement is dated for reference the 19 day of July, 2016

BETWEEN

MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA FIRST NATION
WE WAI KAI FIRST NATION
WEI WAI KUM FIRST NATION
K'ÓMOKS FIRST NATION

(collectively, the “Nanwakolas First Nations”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by

Minister of Aboriginal Relations and Reconciliation
(the “Province”)

AND

THE NANWAKOLAS COUNCIL SOCIETY
(the “Nanwakolas Council”)

Collectively referred to as the “Parties”

WHEREAS the Parties have entered into the **Nanwakolas / British Columbia Framework Agreement** dated December 16 2009, as amended from time to time.

WHEREAS section 13.5 of the **Nanwakolas / British Columbia Framework Agreement** provides for the withdrawal from the **Nanwakolas / British Columbia Framework Agreement** by an individual Nanwakolas First Nation by providing forty-five (45) business days written notice stating the reasons for withdrawal.

WHEREAS the Gwa'sala-'Nakwaxda'xw First Nation has provided notice of withdrawal from the **Nanwakolas / British Columbia Framework Agreement** to the Province, the Nanwakolas Council and the Nanwakolas First Nations, by way of letter dated January 27, 2016 and supporting Band Council Resolution dated January 26, 2016.

WHEREAS the Parties wish to replace the map in Appendix A (Traditional Territories of the Nanwakolas Council First Nations) of the **Nanwakolas / British Columbia Framework Agreement** with a new map that removes the territory of Gwa'sala-'Nakwaxda'xw First Nation.

WHEREAS the Kwiakah First Nation has provided notice of withdrawal from the **Nanwakolas / British Columbia Framework Agreement** to the Province, the Nanwakolas Council and the Nanwakolas First Nations, by way of letter dated May 2, 2016.

WHEREAS the Parties acknowledge that the withdrawal of Kwiakah First Nations does not require the replacement of the map in Appendix A (Traditional Territories of the Nanwakolas Council First Nations) of the **Nanwakolas / British Columbia Framework Agreement** with a new map due to the location of the Kwiakah First Nation territory.

WHEREAS the Parties wish to remove reference to Forest Consultation and Revenue Sharing Agreements as those agreements now clarify that the Parties will follow consultation processes outlined in the **Nanwakolas / British Columbia Framework Agreement**.

WHEREAS the Parties wish to remove reference to the Gwa'Sala-'Nakwaxda'xw and Kwiakah First Nations Collaborative Management Agreements for Protected Areas as these First Nations are no longer party to the **Nanwakolas / British Columbia Framework Agreement**.

WHEREAS the Parties wish to extend the duration of funding, to make amendments, and to explore opportunities to increase the number of Kwak'wala First Nation signatories to the **Nanwakolas / British Columbia Framework Agreement**.

WHEREAS section 12 of the **Nanwakolas / British Columbia Framework Agreement**, sets out an amendment process and the Parties have completed that amendment process.

WHEREAS the Parties wish to consolidate all amendments made to the **Nanwakolas / British Columbia Framework Agreement**, including those made by this **Nanwakolas / British Columbia Framework Agreement 2016 Amending Agreement** (this “**2016 Amending Agreement**”) in a single document.

THEREFORE the Parties agree as follows:

1. The amendments to the **Nanwakolas / British Columbia Framework Agreement**, including those made by this **2016 Amending Agreement**, are consolidated and the consolidation is attached as Schedule 1 (Nanwakolas / British Columbia Framework Agreement as amended) to this **2016 Amending Agreement**.
2. The Parties acknowledge that, effective April 4, 2016, Gwa’sala-’Nakwaxda’xw First Nation is no longer a party to the **Nanwakolas / British Columbia Framework Agreement**.
3. The **Nanwakolas / British Columbia Framework Agreement** is amended by deleting the map attached as Appendix A of the **Nanwakolas / British Columbia Framework Agreement** and replacing it with the map included as Appendix A of Schedule 1 of this **2016 Amending Agreement**.
4. The Parties acknowledge that, effective July 6, 2016, Kwiakah First Nation is no longer a party to the **Nanwakolas / British Columbia Framework Agreement**.
5. Section 1 (Definitions) of the **Nanwakolas / British Columbia Framework Agreement** is amended as follows:
 - a. The definition of “Agreement” is deleted and is replaced with the following:

“Agreement” means this **Nanwakolas / British Columbia Framework Agreement**, as amended;
 - and;
 - b. The definition of “Working Group” is amended by deleting the number “4.5” and replacing it with “4.6”.
6. Section 4 (Nanwakolas Strategic Forum) of the **Nanwakolas / British Columbia Framework Agreement** is amended as follows:

- a. Sections 4.3, 4.4 and 4.5 are renumbered sections 4.4, 4.5 and 4.6, respectively; and
- b. The following is added as a new section 4.3:

The Parties recognize the participation of the Nanwakolas First Nations in the various issues being addressed by the Strategic Forum may vary from issue to issue, and as such, the Parties agree that Nanwakolas Council will, for each issue being addressed by the Strategic Forum, confirm in writing with the Province which Nanwakolas First Nations are participating in any given issue.

7. Section 5.3 of the **Nanwakolas / British Columbia Framework Agreement** is deleted and is replaced with the following:

The Parties acknowledge that engagements and consultation between the Provincial Agencies and the Nanwakolas First Nations facilitated through the Clearinghouse in accordance with the Engagement Framework will constitute the processes by which Provincial Agencies intend to fulfill consultation obligations owed to the Nanwakolas First Nations with respect to Section 35 Rights. For greater certainty, the processes may provide the means through which potential accommodation options may be identified and implemented as appropriate.

8. Section 9 (Funding) of the **Nanwakolas / British Columbia Framework Agreement** is deleted and is replaced with the following:

FUNDING

- 9.1 The Parties agree that this Agreement is of mutual benefit and the cost of implementation should be jointly funded.
- 9.2 The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, \$685,000 per year for three provincial fiscal years (2016/17 to 2018/19) to be paid to the Nanwakolas Council in two instalments each fiscal year.
- 9.3 Funding provided by the Province under section 9.2 will be will be utilized by the Nanwakolas Council and Nanwakolas First Nations to fund their participation in, and implementation of, this Agreement and for other structures, processes or agreements as agreed to by the Parties.
- 9.4 Notwithstanding any other provision of this Agreement, the payments to be provided by the Province to Nanwakolas Council are subject to:

- 9.4.1 Submission by the Nanwakolas Council to the Province, on or after April 1 of each fiscal year, of a written statement of Agreement implementation priorities for that fiscal year, beginning in 2016;
- 9.4.2 There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any provincial fiscal year or part thereof when such payment is required, to make such payment; and
- 9.4.3 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.
- 9.5 The Nanwakolas First Nations will make financial contributions to the Nanwakolas Council, or, alternatively, the Nanwakolas Council, on behalf of the Nanwakolas First Nations, will seek out additional funding sources for additional financial contributions in support of this Agreement each fiscal year.
- 9.6 The Nanwakolas Council will submit to the Province on or before May 31 each year beginning in 2016, a fiscal year-end report, outlining accomplishments and expenditures relating to the implementation of this Agreement for the prior fiscal year.
- 9.7 Upon written request by the Province, the Nanwakolas Council will conduct an audit of expenditures related to funds set out in section 9.2 and will provide a copy of the audit to the Province.
- 9.8 The Nanwakolas Council will make the documents referred to in sections 9.4.1 and 9.6 available to the Nanwakolas First Nations in a manner that can be reasonably expected to bring the information to their attention, within 90 days of submitting the documents to the Province
- 9.9 British Columbia may consider revenue received by the Nanwakolas First Nations under other revenue-sharing agreements in determining the funding under this Agreement where funding is extended under section 9.10, and may propose to the Nanwakolas First Nations an adjustment to the amount of funding provided by the British Columbia as part of any amendment to this Agreement resulting from the discussions contemplated in section 9.10.
- 9.10 By September 1, 2018, the Parties will evaluate the effectiveness of this Agreement and may subsequently amend this Agreement, including section 9, as a result of this evaluation.

9. Section 16 (Notice), subsection 16.1.4, of the **Nanwakolas / British Columbia Framework Agreement** is amended by deleting the address and facsimile numbers listed therein and replacing them with the following:

Province of British Columbia
Ministry of Aboriginal Relations and Reconciliation
Suite 142- 2080 Labieux Road
Nanaimo BC V9R 5B6
Fax: (250) 751-3245
Attn: West Coast Manager

Nanwakolas Council
1441 16th Avenue
Campbell River, BC V9W 2E4
Fax: (250) 286-7222
Attn: Executive Director

Nanwakolas First Nations
c/o Nanwakolas Council
1441 16th Avenue
Campbell River, BC V9W 2E4
Fax: (250) 286-7222
Attn: Executive Director

10. Section 6 of Appendix B of the **Nanwakolas / British Columbia Framework Agreement** is deleted and is replaced with the following:

AMENDMENT OF OTHER AGREEMENTS

- 6.1 Section 31 of the following Nanwakolas First Nations' Collaborative Agreements for the Management of Protected Areas:

- a) the Collaborative Agreement for the Management of Protected Areas in First Nation Traditional Territory Between Da'naxda'xw Awaetlala First Nation and Her Majesty the Queen in Right of the Province of British Columbia, June 2007; and
- b) the A Collaborative Agreement for the Management of Protected Areas in First Nation Traditional Territory Between Mamalilikulla-Qwe'Qwa'Sot'Em First Nation and Her Majesty the Queen in Right of the Province of British Columbia, June 2007

is hereby amended to read as follows:

The Clearinghouse, established pursuant to the *Nanwakolas / British Columbia Framework Agreement*, as amended, may assist in the review of Permits, pursuant to section 19(e), and Previous Authorizations, pursuant to sections 29 and 30 of the Collaborative Management Agreements.

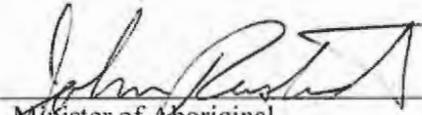
- 6.2 Engagement with the Nanwakolas First Nations with Collaborative Management Agreements referenced in section 6.1 has been predetermined as Engagement Level 5 in accordance with processes set out in the Collaborative Management Agreements for the review of Applications for park use permits.
 - 6.3 The amendments of agreements referred to in section 6.1 do not affect or amend any reference to accommodation in any of the agreement provisions referred to in section 6.1.
 - 6.4 If this Agreement terminates pursuant to section 13 of this Agreement, or if a Nanwakolas First Nation withdraws or is deemed to have withdrawn from this Agreement, the amendments to the sections of the applicable Agreements referred to in section 6.1 above will be nullified, and those sections of the applicable Agreements will remain in effect, as if they had not been amended by this Agreement.
11. Appendix C of the **Nanwakolas / British Columbia Framework Agreement** is amended by deleting the Predetermined Engagement Level Table - *Integrated Pest Management Act* and replacing it with the Predetermined Engagement Level Table - *Integrated Pest Management Act* as it appears in Appendix C of Schedule 1 to this **2016 Amending Agreement**.
 12. Appendix C is amended by deleting the Referral Response Timeframe Table - *Integrated Pest Management Act* and replacing it with the Referral Response Timeframe Table - *Integrated Pest Management Act* as it appears in Appendix C of Schedule 1 to this **2016 Amending Agreement**.
 13. The Parties will explore opportunities to increase the number of Kwak'wala First Nation signatories to the **Nanwakolas / British Columbia Framework Agreement**.
 14. By signing this **2016 Amending Agreement**, the Minister of Aboriginal Relations and Reconciliation, agrees, on behalf of the Province, to the amendments set out in this **2016 Amending Agreement**.
 15. By signing this **2016 Amending Agreement**, the President of the Nanwakolas Council and the Nanwakolas First Nations listed above agree to the amendments set out in this **2016 Amending Agreement**.
 16. This **2016 Amending Agreement**, including all of Schedule 1, takes effect on the date that it is signed by all of the Parties.

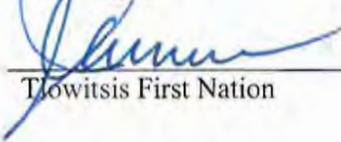
17. This **2016 Amending Agreement** may be signed in counterparts and exchanged by electronic means of transmission and all counterparts taken together constitute the **2016 Amending Agreement**.

Signed on behalf of Nanwakolas First Nations:

Signed on behalf of the Province:


Mamalilikulla-
Qwe'Qwa'Sot'Em
First Nation _____ Date

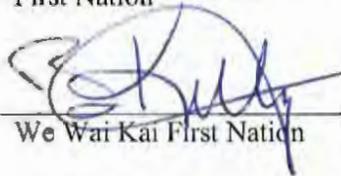
 July 19, 2016
Minister of Aboriginal
Relations and Reconciliation _____ Date

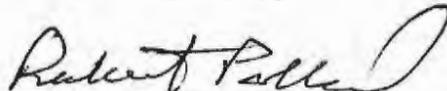

Tlowitsis First Nation _____ Date

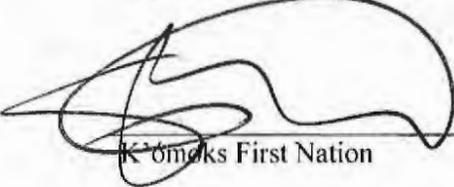
Signed on behalf of the Nanwakolas Council:


Da'naxda'xw Awaetlala
First Nation _____ Date


Nanwakolas Council Society,
President _____ Date


We Wai Kai First Nation _____ Date


We Wai Kum First Nation _____ Date


K'omoks First Nation _____ Date

Schedule 1

Nanwakolas / British Columbia Framework Agreement as amended

BETWEEN

MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA FIRST NATION
WE WAI KAI FIRST NATION
WEI WAI KUM FIRST NATION
K'ÓMOKS FIRST NATION

(collectively, the “Nanwakolas First Nations”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by

Minister of Aboriginal Relations and Reconciliation
(the “Province”)

AND

THE NANWAKOLAS COUNCIL SOCIETY
(the “Nanwakolas Council”)

Collectively referred to as the “Parties”

WHEREAS

- A. The Nanwakolas First Nations are a collective of First Nations residing on Vancouver Island and the Central Coast of British Columbia and who have common language, customs, traditions and shared histories.
- B. The Nanwakolas First Nations have a relationship to the land that is important to their culture and the maintenance of their community, governance and economy.
- C. This Agreement is in the spirit and vision of the “New Relationship”.
- D. This Agreement, including the subsequent agreements contemplated by it, will assist the Nanwakolas First Nations in achieving progress towards the goals established in the Transformative Change Accord including the goals they share with the Province of closing socio-economic gaps between the members of Nanwakolas First Nations and non-Aboriginal peoples in the spirit of the Transformative Change Accord.
- E. The Province and various Nanwakolas First Nations have entered into previous agreements including “Enabling Process April 2001”, “Land Use Planning Agreement in Principle 2006”, “Clearinghouse Pilot Agreement 2007” and wish to further strengthen their government-to-government relationship and expand the scope of the provincial and Nanwakolas First Nation engagement work, including the role of the Clearinghouse.
- F. The Province and various Nanwakolas First Nations have entered into agreements to further reconciliation through forms of shared decision-making and revenue-sharing, including the “Nanwakolas Reconciliation Protocol, July 2011, and amended in November 2011 and wish to continue to explore opportunities for reconciliation.
- G. The Nanwakolas First Nations have established the Nanwakolas Council, a registered society, to manage the Clearinghouse and provide a regional vehicle for the development and furtherance of a government-to-government relationship with the Province.
- H. The Province and the Nanwakolas First Nations aim to bring greater clarity and corporate standardization in approaches to how they communicate and interact on all land and natural resource matters, with the goal of focusing on higher priority as well as more strategic level decisions and interests.
- I. The Parties are committed to improving engagement and communications across a spectrum of land and natural resource management in the Traditional Territories in ways that improve relationships and the processes related to consultation.
- J. The Parties agree that there are other agreements in place that are of importance to the Parties and provide opportunities for, but are not limited to, resource revenue sharing.
- K. This Agreement will strengthen the relationships between Nanwakolas First Nations and the Province, based on enhanced collaboration, effective working partnerships and mutual respect and accountability.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement and its Appendices:

"Agreement" means this **Nanwakolas / British Columbia Framework Agreement**, as amended;

"Applicant" means any person, corporation, entity or agency, including the Province and any agent of the Province, that makes an Application;

"Application" means any application which

- a) includes applications for amendment, renewals, or replacements;
- b) includes the application document, any materials for amendment, renewal or replacement approvals;
- c) includes all required supporting information and material submitted by an Applicant;
- d) is received by one of the Provincial Agencies; and
- e) is applicable to, or has potential effects on Section 35 Rights within, the Traditional Territories and that triggers a consultation obligation with the Nanwakolas First Nation(s);

"Business Days" means any day other than Saturday, Sunday, National Aboriginal Day or a statutory holiday for the purposes of this Agreement;

"Clearinghouse" means the office or agency established by the Nanwakolas First Nations through the Nanwakolas Council to act on behalf of the Nanwakolas First Nations in receiving and referring Applications and assisting the Nanwakolas First Nations in responding to the Province in accordance with this Agreement;

"Engagement Framework" means the set of processes and principles set out in all the documents in Appendices B, C and D;

"Engagement Levels" means the levels of consultation and engagement applicable to land and resource management matters that are:

- a) determined according to section 3.5 of the Engagement Framework (Appendix B), which includes consideration of the Predetermined Engagement Level Tables in Appendix C and if necessary, the Engagement Matrix; and
- b) carried out under the Engagement Steps;

"Engagement Matrix" means that part of the Engagement Framework which applies to an engagement on a type of decision or activity when an Engagement Level is not specified in a Predetermined Engagement Level Table and which involves the process of determining an Engagement Level based on a proposed decision or activity's significance of bio-physical impact and the significance of area in accordance with section 4 of the Engagement Framework;

"Engagement Steps" means the process steps to follow for the Engagement Levels that are:

- a) the specialized engagement steps set out in Appendix C if they are applicable to the specified activity or decision in Appendix C; or,
- b) the general engagement steps set out in Table B1 of Appendix B, if the engagement steps are not specifically set out in Appendix C;

“Executive Level” means the group of representatives of the N^{an}w^ak^ol^as Strategic Forum designated by the Parties pursuant to section 4.6 of this Agreement;

“Impact Tables” means the tables in Appendix C setting out the potential level of bio-physical impact on lands and resources associated with types of decisions or activities to which the Parties have agreed and which are organized according to provincial legislation;

“N^{an}w^ak^ol^as Strategic Forum” means the government-to-government forum consisting of three levels of N^{an}w^ak^ol^as First Nations and provincial representatives as set out in section 4 of this Agreement;

“Provincial Agency” means a provincial ministry, agency or office, including its Provincial Decision-Makers and any person who has authority or provincial direction to carry out aspects of consultation, and that is represented in this Agreement and has authority to make recommendations or decisions with respect to provincial land and resource use;

"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;

“Predetermined Engagement Level Tables” means the tables in Appendix C setting out the Engagement Levels for specified types of decisions or activities to which the Parties have agreed and which are organized according to provincial legislation;

"Referral(s)" means the formal solicitation of comments from a N^{an}w^ak^ol^as First Nation(s) in accordance with the Engagement Framework regarding the potential infringement of a Section 35 Right or other interest relating to an Application, and includes all documentary or informational content respecting the Application and the proposed Engagement Level for that Application;

“Referral Response Timeframe” means the timeframes for Referral responses from N^{an}w^ak^ol^as First Nations to be delivered by the Clearinghouse to Provincial Agencies and to which the Parties have agreed as set out in the Referral Response Timeframe Tables in Appendix C;

"Section 35 Rights" means asserted or proven aboriginal rights of the N^{an}w^ak^ol^as First Nations, including aboriginal title, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Spatial Criteria Table” means the table set out in Appendix D to be used for determining in the Engagement Matrix a Higher, Moderate or Lower designation for the spatial significance of an area and which contains descriptions of Geographic Information System (GIS) spatial layers, their point values, and the point values for a Higher, Moderate or Lower designation;

"Traditional Territories" means the asserted traditional territories of the N^{an}w^ak^ol^as First Nations as shown on the map attached in Appendix A; and

“Working Group” means the group of representatives of the N^{an}w^ak^ol^as Strategic Forum designated by the Parties pursuant to section 4.6 of this Agreement.

2. PURPOSE

- 2.1 The purpose of this Agreement is to:
 - 2.1.1 assist with building a government-to-government relationship that will guide provincial and Nanwakolas First Nations engagement across a range of areas of business primarily focused on, but not limited to, land and natural resource management;
 - 2.1.2 be the foundation for further sector specific agreements or project-related agreements that may be appended to this Agreement and initiatives that may be negotiated with the Province and Nanwakolas First Nations;
 - 2.1.3 assist the Parties in achieving progress towards the goals established in the Transformative Change Accord;
 - 2.1.4 be a positive step forward toward furthering an existing positive government-to-government relationship consistent with the intent and spirit of principles set out within the New Relationship vision statement; and
 - 2.1.5 through the implementation of the Engagement Framework, implement regional measures to make Referral and engagement processes more efficient, effective and responsive from all Parties' points of view.

3. SCOPE AND PARTS OF THIS AGREEMENT

- 3.1 This Agreement consists of sections 1 to 16, and Appendices A, B, C and D.
- 3.2 This Agreement is in effect within the boundary outlined in Appendix A.
- 3.3 List of appendices:
 - 3.3.1 Appendix A – Map of the Traditional Territories of the Nanwakolas First Nations
 - 3.3.2 Appendix B – Engagement Framework
 - 3.3.3 Appendix C – Legislation Tables
 - 3.3.4 Appendix D – Spatial Criteria Table

4 NANWAKOLAS STRATEGIC FORUM

- 4.1 Purpose - The Parties agree to establish a government-to-government Nanwakolas Strategic Forum to work collaboratively to implement this Agreement, to discuss both natural resource-based and other issues and policies, and to carry out the functions below.
- 4.2 Terms of Reference - The Parties have jointly developed and will implement a terms of reference for the Nanwakolas Strategic Forum, which will include provisions for how the

Parties will appoint representatives to the Technical Team, Working Group and Executive Level of the Nanwakolas Strategic Forum;

- 4.3 The Parties recognize the participation of the Nanwakolas First Nations in the various issues being addressed by the Strategic Forum may vary from issue to issue, and as such, the Parties agree that Nanwakolas Council will, for each issue being addressed by the Strategic Forum, confirm in writing with the Province which Nanwakolas First Nations are participating in any given issue.
- 4.4 Functions - The Nanwakolas Strategic Forum will provide an overarching structure whereby Provincial Agencies and Nanwakolas First Nations' representatives will bring issues forward for resolution. Issues will be primarily focused on, but not limited to, natural resources. Through this structure, the Parties will:
 - 4.4.1 share information;
 - 4.4.2 make recommendations to Provincial and Nanwakolas First Nation representatives;
 - 4.4.3 discuss and attempt to find resolution for legislative, policy, strategic or regional issues that are of mutual interest to the Parties, including:
 - a) how existing single agency and single Nanwakolas First Nation governance or collaborative structures relate to the Nanwakolas Strategic Forum;
 - 4.4.4 cooperatively implement measures to improve land and natural resource management decisions and related consultation processes;
 - 4.4.5 foster discussions on sustainable economic development and the sustainable use of land and resources;
 - 4.4.6 work towards the implementation of the principles of the Transformative Change Accord;
 - 4.4.7 discuss and consider how subsequent agreements or initiatives may be developed and appended to this Agreement over time; and
 - 4.4.8 review and respond to any proposed amendments to this agreement, which over time may include, but is not limited to, additional legislation, parties and engagement steps.
 - 4.4.9 discuss other matters which are agreed to by the Parties and captured within the Nanwakolas Strategic Forum terms of reference.
- 4.5 Specific Issues - Without limiting the generality of the foregoing, the Parties agree to discuss and attempt to reach agreement on the following priority issues through the Nanwakolas Strategic Forum:
 - 4.5.1 the matters referenced in section 6.1 of this Agreement;

- 4.5.2 outstanding land and resource management issues throughout the Traditional Territories;
- 4.5.3 the development of a regional renewable energy strategy in the Traditional Territories; and
- 4.5.4 guide outfitting in the Traditional Territories.

4.6 Forum Membership

- 4.6.1 The Nanwakolas Strategic Forum will comprise three levels to be set out further in its terms of reference:
 - a) **Executive Level** – the Chiefs of the Nanwakolas First Nations and the Ministers of the Provincial Agencies, or other senior representatives of the Parties, will meet on an as-needed basis and may address relationship-building with the expectation that problem-solving will occur primarily at the Working Group;
 - b) **Working Group** - Senior representatives of the Nanwakolas First Nations and of each Provincial Agency are responsible for implementation, evaluation and performance of this Agreement, any proposed amendments to this Agreement, and assisting with any disputes; it will meet quarterly or as needed and will be jointly chaired by a senior regional representative of the Province and a senior representative of the Nanwakolas Council on behalf of the Nanwakolas Council and Nanwakolas First Nations; and
 - c) **Technical Team(s)** - Technical representatives of the Nanwakolas First Nation(s) and the Provincial Agencies may address technical and administrative elements regarding the implementation of this Agreement and will meet on a project basis at the discretion of the Working Group.

5 ENGAGEMENT FRAMEWORK

- 5.1 The Clearinghouse will facilitate engagement between the Provincial Agencies and the Nanwakolas First Nations in accordance with the Engagement Framework in respect of an Application for decision received by a Provincial Agency under any of the legislation referred to in Appendix C.
- 5.2 If a Provincial Agency determines it is required to consult with a Nanwakolas First Nation(s) on a proposed decision under any of the legislation referred to in Appendix C that is applicable to, or has potential effects on Section 35 Rights within, the Traditional Territories and that decision is not triggered by an Application, the Provincial Agency will deal with the matter for the purposes of this Agreement, and will engage with the Nanwakolas First Nations through the Clearinghouse in accordance with the Engagement Framework, as if the matter was subject to an Application. For greater certainty, for the purposes of implementing the Engagement Framework, those types of proposed decisions requiring engagements with the Clearinghouse are to be interpreted as Applications, and the engagement provisions respecting Applications will apply in all respects to those proposed decisions.

5.3 The Parties acknowledge that engagements and consultation between the Provincial Agencies and the Nānwakolas First Nations facilitated through the Clearinghouse in accordance with the Engagement Framework will constitute the processes by which Provincial Agencies intend to fulfill consultation obligations owed to the Nānwakolas First Nations with respect to Section 35 Rights. For greater certainty, the processes may provide the means through which potential accommodation options may be identified and implemented as appropriate.

6 SOCIO-ECONOMIC ISSUES

6.1 The Parties agree to pursue through the Nānwakolas Strategic Forum opportunities to achieve the goal of closing the social and economic gap between the Nānwakolas First Nations and other British Columbians. Such opportunities may include discussions related to revenue sharing on new major resource development projects that may be proposed within the Traditional Territories.

7 OTHER AGREEMENTS AMONG THE PARTIES

7.1 The Parties acknowledge that there are currently other agreements among the Parties which outline processes or mechanisms for carrying out consultation related work between specific Provincial Agencies and specific Nānwakolas First Nations. The Parties agree the Engagement Framework supersedes or amends sections of those other agreements as set out in section 6 of Appendix B.

7.2 The Parties acknowledge that there may be future agreements among the Parties which outline processes or mechanisms for carrying out consultation related work between specific Provincial Agencies and specific Nānwakolas First Nations. The Parties agree to endeavour to clarify the relationship between such agreements and this Agreement through the Nānwakolas Strategic Forum.

7.3 The K'omoks Aquaculture Interim Measures Agreement, March 2011 sections 3 and 4 indicate the engagement process for the Aquaculture Review Committee in reviewing Aquaculture Applications (*Land Act*) will be considered an Engagement Level 5.

8 SECTION 35 RIGHTS

8.1 This Agreement does not create, recognize, define, deny, limit, abrogate or derogate from, or amend the Section 35 Rights of the Nānwakolas First Nations.

8.2 Nothing in this Agreement limits the positions that any Party has taken or may take in legal or administrative proceedings, or in any discussions, negotiations, processes, or other forum regarding Section 35 Rights, including any positions with respect to:

8.2.1 the application of provincial laws to Section 35 Rights; and

8.2.2 the adequacy of any measures taken to accommodate the potential infringement of a Section 35 Right.

8.3 This Agreement does not define, deny, limit, abrogate or derogate from, or amend any aboriginal or treaty rights of any other aboriginal group or any rights or responsibilities of the Province with respect to any other aboriginal group.

9 FUNDING

- 9.1 The Parties agree that this Agreement is of mutual benefit and the cost of implementation should be jointly funded.
- 9.2 The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, \$685,000 per year for three provincial fiscal years (2016/17 to 2018/19) to be paid to the Nanwakolas Council in two instalments each fiscal year.
- 9.3 Funding provided by the Province under section 9.2 will be will be utilized by the Nanwakolas Council and Nanwakolas First Nations to fund their participation in, and implementation of, this Agreement and for other structures, processes or agreements as agreed to by the Parties.
- 9.4 Notwithstanding any other provision of this Agreement, the payments to be provided by the Province to Nanwakolas Council are subject to:
- 9.4.1 Submission by the Nanwakolas Council to the Province, on or after April 1 of each fiscal year, of a written statement of Agreement implementation priorities for that fiscal year, beginning in 2016;
 - 9.4.2 There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any provincial fiscal year or part thereof when such payment is required, to make such payment; and
 - 9.4.3 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.
- 9.5 The Nanwakolas First Nations will make financial contributions to the Nanwakolas Council, or, alternatively, the Nanwakolas Council, on behalf of the Nanwakolas First Nations, will seek out additional funding sources for additional financial contributions in support of this Agreement each fiscal year.
- 9.6 The Nanwakolas Council will submit to the Province on or before May 31 each year beginning in 2016, a fiscal year-end report, outlining accomplishments and expenditures relating to the implementation of this Agreement for the prior fiscal year.
- 9.7 Upon written request by the Province, the Nanwakolas Council will conduct an audit of expenditures related to funds set out in section 9.2 and will provide a copy of the audit to the Province.
- 9.8 The Nanwakolas Council will make the documents referred to in sections 9.4.1 and 9.6 available to the Nanwakolas First Nations in a manner that can be reasonably expected to bring the information to their attention, within 90 days of submitting the documents to the Province
- 9.9 British Columbia may consider revenue received by the Nanwakolas First Nations under other revenue-sharing agreements in determining the funding under this Agreement where

funding is extended under section 9.10, and may propose to the Nanwakolas First Nations an adjustment to the amount of funding provided by the British Columbia as part of any amendment to this Agreement resulting from the discussions contemplated in section 9.10.

9.10 By September 1, 2018, the Parties will evaluate the effectiveness of this Agreement and may subsequently amend this Agreement, including section 9, as a result of this evaluation.

10 REPRESENTATION AND WARRANTIES

10.1 The Province represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement.

10.2 The Nanwakolas First Nations represent and warrant that they have the authority to enter into this Agreement and to make the covenants and representations in this Agreement, including enabling the Nanwakolas Council and the Clearinghouse to act on behalf of the Nanwakolas First Nations as set out in this Agreement.

10.3 The Nanwakolas Council represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement.

11 EVALUATION

11.1 The Working Group will complete a plan for annual evaluation of this Agreement within 60 days of the Reference Date.

11.2 On an annual basis, the Working Group will evaluate the implementation of the Agreement and jointly agree to any improvements to the Agreement through the amendment process outlined in section 12.

12 AMENDMENT

12.1 The amendment process for the Agreement is as follows, except for amendments of a significant nature as referred to in section 12.2 and which are subject to section 12.3:

12.1.1 the Working Group representative proposing an amendment must discuss any proposed amendment with the respective representatives of the Parties at the Working Group;

12.1.2 the Working Group representatives must exchange with each other in writing any proposed amendment to the Agreement and written documentation of their respective Parties' representatives' support for the proposed amendment; and

12.1.3 the Working Group co-chairs have the authority to agree on the proposed amendments and to amend the Agreement in writing after following the process in subsections 12.1.1 and 12.1.2.

12.2 An amendment will be considered of a significant nature if it includes potential amendments respecting the following:

12.2.1 a change in the Parties;

- 12.2.2 the General Provisions;
 - 12.2.3 the funding provisions;
 - 12.2.4 the Traditional Territories; and
 - 12.2.5 other matters that the Working Group representatives agree should be of a significant nature and subject to section 12.3.
- 12.3 The amendment process for an amendment that is of a significant nature as referred to in section 12.2 is as follows:
- 12.3.1 the Working Group representatives must carry out the process outlined in section 12.1.1 and 12.1.2; and
 - 12.3.2 the Working Group representatives must present the proposed amendment to the Executive Level of the Nanwakolas Strategic Forum;
 - 12.3.3 the Executive Level will forward any amendment recommendations to the Minister responsible for Aboriginal Relations and Reconciliation and to the President of the Nanwakolas Council and all Chiefs of the Nanwakolas First Nations; and
 - 12.3.4 the Minister responsible for Aboriginal Relations and Reconciliation, on behalf of British Columbia, all the Chiefs of the Nanwakolas First Nations and the President of the Nanwakolas Council, may agree on the proposed amendment, and they have the authority to amend the Agreement in writing on behalf of their respective Parties.
- 12.4 The Parties may jointly agree in writing to invite other governments or agencies, including other First Nations, to become a Party to this Agreement. For greater certainty, if the Parties agree to add a new Party to this Agreement, the amendment process in section 12.3 will apply to that addition of the new Party.

13 EFFECTIVE DATE AND TERMINATION

- 13.1 This Agreement takes effect upon the Reference Date.
- 13.2 Engagement or consultation initiated between the Province and a Nanwakolas First Nation prior to that First Nation becoming a party to the Nanwakolas Framework Agreement (2009), as amended from time to time may be undertaken as previously initiated and is not required to be consistent with the Engagement Framework.
- 13.3 Either the Province, the Nanwakolas First Nations or the Nanwakolas Council may terminate this Agreement by providing the other Parties forty-five (45) Business Days advance written notice and stating the reasons for termination.
- 13.4 The Parties will exhaust all reasonable options through this Agreement to resolve any disagreement related to this Agreement, including consideration of applying the dispute resolution provisions.

13.5 An individual Nanwakolas First Nation or Provincial Agency may withdraw its participation in this Agreement by providing forty-five (45) Business Days written notice to the other Nanwakolas First Nations and the Province and stating the reasons for the withdrawal.

13.5.1 If an individual Nanwakolas First Nation or Provincial Agency provides such notice, the Parties will review the funding being provided under the Agreement and other parts of this Agreement to determine what consequential amendments may be necessary, and the Parties may amend the Agreement to accommodate the withdrawal of the First Nation or Provincial Agency in accordance with amendment process in section 12.3.

13.6 If the Nanwakolas First Nations or the Nanwakolas Council terminate this Agreement under section 13.3, the Nanwakolas Council will pay to the Province any and all unspent funds provided by the Province in that provincial fiscal year for the implementation of this Agreement.

14 GENERAL PROVISIONS

14.1 This Agreement is not intended to:

14.1.1 limit the positions that any Party may take in any legal or administrative proceedings or in any discussions, negotiations, processes or other forum; or

14.1.2 constitute any admission of fact or liability.

14.2 This Agreement may be executed in counterparts and/or by facsimile by the Parties.

14.3 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.

14.4 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.

14.5 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.

14.6 The use of the word “including” is to be read as not limiting the generality of the preceding term or phrase.

14.7 Nothing in this Agreement affects the ability of the Parties to respond to any emergency circumstances.

14.8 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.

15 DISPUTE RESOLUTION

15.1 In the event that a dispute arises between the Parties regarding the interpretation or implementation of this Agreement, the Parties agree to the following process as a means to endeavour to resolve the dispute:

- 15.1.1 the dispute will be first referred to the Working Group of the Nanwakolas Strategic Forum for resolution;
 - 15.1.2 if the Working Group agrees that no resolution is likely to be reached within a reasonable time period among the representatives of the Working Group, the Working Group will refer the dispute to the applicable representatives of the Executive Level of the Nanwakolas Strategic Forum, for resolution; and
 - 15.1.3 if the representatives of the Executive Level agree that no resolution is likely to be reached within a reasonable time period, the representatives of the Executive level may agree to refer the dispute to mediation or non-binding arbitration.
- 15.2 The Parties will each bear their own costs associated with the above dispute resolution process, and will equally bear any joint costs.
- 15.3 The dispute resolution process set out in this section is not intended to be used in situations where a Nanwakolas First Nation(s) disagrees with the decision of a Provincial Decision-Maker, including the adequacy of any measures taken to accommodate the potential infringement of a Section 35 Right, or any other concerns of the Nanwakolas First Nation(s).
- 15.4 The Parties will endeavour to resolve issues or disputes that may arise about the Agreement or its implementation in a manner that fosters an improved, ongoing, and respectful government-to-government relationship between British Columbia, and the Nanwakolas First Nations.

16 NOTICE

- 16.1 Where in this Agreement any notice or other communication is required in relation to this Agreement, but not the engagement processes within it, to be given by any of the Parties, it will be made in writing. It will be effectively given:
- 16.1.1 by delivery to the address of the Party set out below, on the date of delivery; or
 - 16.1.2 by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or
 - 16.1.3 by facsimile, to the facsimile number of the Party set out in this Agreement, on the date the facsimile is sent.
 - 16.1.4 The address and facsimile numbers to initiate communication between the Parties are:

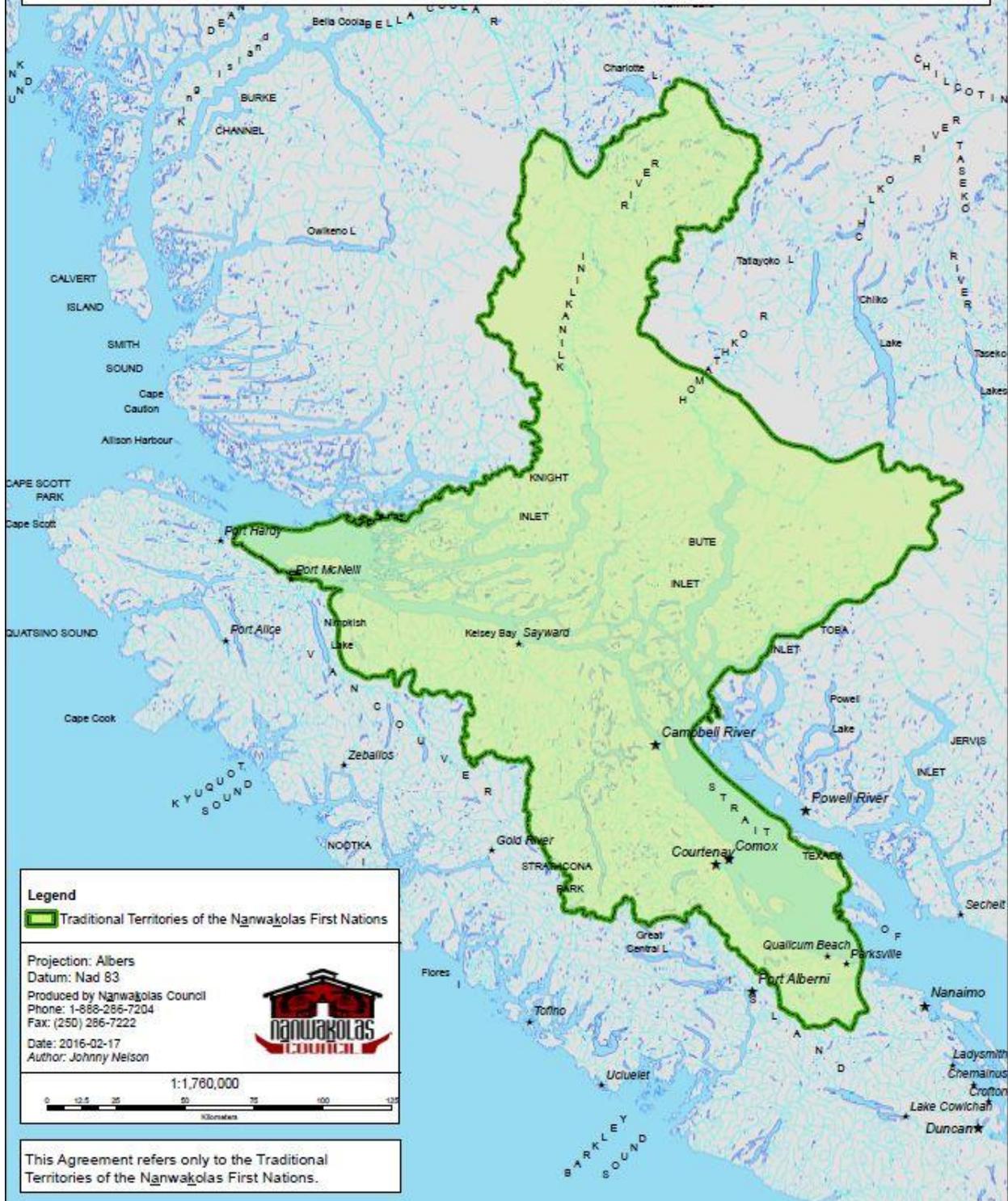
Province of British Columbia
Ministry of Aboriginal Relations and Reconciliation
Suite 142- 2080 Labieux Road
Nanaimo BC V9R 5B6
Fax: (250) 751-3245
Attn: West Coast Manager

Nanwakolas Council

1441 16th Avenue
Campbell River, BC V9W 2E4
Fax: (250) 286-7222
Attn: Executive Director

Nanwakolas First Nations
c/o Nanwakolas Council
1441 16th Avenue
Campbell River, BC V9W 2E4
Fax: (250) 286-7222
Attn: Executive Director

Appendix A Framework Agreement Traditional Territories of the Nanwakolas First Nations



APPENDIX B: ENGAGEMENT FRAMEWORK

1. INTERPRETATION

- 1.1 The terms used in this Appendix have the same meaning as the Agreement, except where otherwise indicated.

2. SCOPE AND PARTS OF THIS APPENDIX

- 2.1 This Appendix consists of sections 1 to 6, and Table B1.

3. ENGAGEMENT FRAMEWORK

- 3.1 The Parties agree that the Engagement Framework generally contains three ways of determining the Engagement Levels for consultation and engagements on decisions and activities covered by this Agreement:
 - 3.1.1 by identifying the Engagement Level for the decision or activity according to the Predetermined Engagement Level Tables;
 - 3.1.2 by applying the Engagement Matrix; and
 - 3.1.3 by receiving a letter of support for an Application which triggers Engagement Level 2 in accordance with section 3.4.
- 3.2 When Provincial Agencies become aware that they will be receiving Applications, they will encourage those Applicants to provide relevant information related to the Application and their planned activity to the Clearinghouse directly before submitting an Application to a Provincial Agency for the purposes of helping the Clearinghouse identify potential issues early and for facilitating more effective engagements under the Engagement Framework.
- 3.3 As part of the Engagement Framework, the Parties agree that a Provincial Agency could request a third party Applicant undertake specific procedural aspects of the consultation process consistent with section 35 of the *Constitution Act, 1982* while engaging with the Nanwakolas Clearinghouse or Nanwakolas First Nations. Such requests will ensure that third party Applicants engage with the appropriate Nanwakolas First Nations through the Nanwakolas Clearinghouse in a manner that is consistent with this Agreement.
- 3.4 If, as a result of the consultation work by the third party Applicant under section 3.3, the relevant Nanwakolas First Nation(s) provides to the applicable Provincial Agency a letter of support for an Application and that letter describes the Application that was reviewed and is signed by the Chief of the Nanwakolas First Nation, Engagement Level 2 will apply with respect to that Application for that First Nation. In areas of shared territories, engagement with another Nanwakolas First Nation may be undertaken at a different level.
- 3.5 When a Provincial Agency engages the Clearinghouse under the Engagement Framework, the Provincial Agency and the Clearinghouse will assess the appropriate Engagement Level for the Application in accordance with the following:

- 3.5.1 **Stage 1** –the Provincial Agency will assess if the type of activity or decision has an Engagement Level set out in one of the *Predetermined Engagement Level Tables* and identify the associated Engagement Level and Referral Response Timeframe and send the Referral to the Clearinghouse in accordance with the Engagement Steps.
- 3.5.2. **Stage 2** – if the type of decision does not have a specified Engagement Level in a Predetermined Engagement Level Table, the Provincial Agency will use the *Engagement Matrix* to determine the preliminary Engagement Level, which includes assessing:
- a) the nature of the activity or decision contemplated by the Application and its significance of bio-physical impact in accordance with section 4.2, and
 - b) the spatial significance of the area associated with the Application in accordance with section 4.3.
- 3.5.3 **Stage 3** – the Provincial Agency will explicitly denote the preliminary Engagement Level on the Referral, including the “Higher”, “Moderate”, and “Lower” conclusions on the assessments under Stage 2, and send the Referral to the Clearinghouse.
- 3.5.4 **Stage 4** - the Clearinghouse will review the preliminary Engagement Level proposed for the Referral for the purposes of finalizing the Engagement Level as follows:
- a) complete the assessment of the spatial significance of the relevant area for which the Clearinghouse is responsible in accordance with section 4.3;
 - b) for Referrals for which significance of bio-physical impact is assessed under section 4.2.1 (i.e. not in an Impact Table), assess the significance of the bio-physical impact of the decision or activity proposed by the Provincial Agency to determine whether it agrees or disagrees with the proposal, and if there is disagreement, the Clearinghouse and Provincial Agency will seek to reach agreement on the significance of impact; and
 - c) the Clearinghouse will use reasonable efforts to complete the above assessments and advise the Provincial Agency in writing of the results of their review of the preliminary Engagement Level, including confirming or stating a change to the Engagement Level, within 2 Business Days of receipt of the Referral.
- 3.5.5. **Stage 5** – engage the Clearinghouse in accordance with the Engagement Steps and Referral Response Timeframe Table appropriate for the Engagement Level.

4. ENGAGEMENT MATRIX

4.1 The diagram of the Engagement Matrix is as follows:

		Nature of Activity – Significance of Bio-physical Impact (sect. 4.2)			
		Lower Impact	Moderate Impact	Higher Impact	Special Projects/ Initiatives
Area Significance (sect. 4.3)	Lower Significance	Engagement Level 2 Streamlined	Engagement Level 2 Streamlined	Engagement Level 3 Standard	Engagement Level 5 Special Projects/Initiatives
	Moderate Significance	Engagement Level 2 Streamlined	Engagement Level 3 Standard	Engagement Level 4 Deep	
	Higher Significance	Engagement Level 2 Streamlined	Engagement Level 3 Standard	Engagement Level 4 Deep	

4.2 **Nature of Activity – Significance of Bio-physical Impact** – for the Engagement Matrix determination of the potential significance of bio-physical impact associated with an Application, the Provincial Agency will identify the potential significance of impact as either Higher, Moderate or Lower based on whether the Higher, Moderate or Lower designation for the decision or activity is set out in an Impact Table (in Appendix C); or

4.2.1 for those decisions or activities that are not in an Impact Table, a consideration of the Impact Table for the relevant legislation enabling the decision and a consideration of which set of the following factors best describes the potential significance of impact associated with the decision or activity:

- a) **Higher:** decisions tend to be strategic in nature; can be administrative; associated with major new developments or major multi-permit projects; expected to result in significant site disturbance; tenures for major operational activities; associated with regional scale planning; large permanent impacts;
- b) **Moderate:** tenures for mid-size operational activities; major amendments to existing tenures; mid-size industrial activities; mid-scale non-temporary structures; associated with landscape level planning; or

- c) **Lower:** minor amendments to existing tenures; small scale operational level plans and permits; temporary structures; short term activities; investigative permits; authorizations related to access; small structures.

4.3 **Area Significance** – for the Engagement Matrix determination of the potential spatial significance of the area in which a potential decision anticipated by the Application will occur or affect, the Provincial Agency will identify the area of significance as either Higher, Moderate or Lower based on:

- 4.3.1 an identification of the Geographic Information System (GIS) spatial layers set out in the Spatial Criteria Table (Appendix D) applicable to the area;
- 4.3.2 the sum of the point values for the applicable spatial layers as set out in the Spatial Criteria Table; and
- 4.3.3 whether the sum of the point values results in a Higher, Moderate or Lower designation according to the Spatial Criteria Table

with the Provincial Agency undertaking the above analysis with the GIS spatial layers as set out in the Spatial Criteria Table under its control and the Clearinghouse undertaking the above analysis with the GIS spatial layers as set out in the Spatial Criteria Table under its control.

4.4 If an Application encompasses an area with multiple, varying layers that have different point values as set out in the Spatial Criteria Table, the applicable layers with the highest point values will be used for calculating the sum of the point values for that Application even if those layers only relate to part of the area affected by the Application.

4.5 **“Area of Economic Interest” Override to Level 3:** notwithstanding any other provision related to the Engagement Matrix, if the Clearinghouse or relevant N^anwa^kolas First Nation identifies in writing that the area affected by an Application is within an “Area of Economic Interest” identified under an agreement with a Provincial Agency, Engagement Level 3 will apply to that Application.

4.5.1 For greater clarity, this provision is limited to agreements that identify site specific geographic areas, not broad landscape geographic areas, unless otherwise specified within the specific agreement.

4.6 **“Archaeology and Cultural Sites” Override to Level 4:** notwithstanding any other provision related to the Engagement Matrix, if the Clearinghouse or relevant N^anwa^kolas First Nation identifies in writing that the area affected by an Application is within 50 meters of an archaeology site known to the Province or within an archaeology or cultural site known only to the Clearinghouse or relevant N^anwa^kolas First Nation, Engagement Level 4 will apply to that Application.

4.7 **Engagement Levels**

4.7.1 The Parties have agreed to the consultation and communication processes associated with Engagement Levels 1 to 4 in the Engagement Steps (Table B-1 below) and the specialized engagement steps set out in Appendix C.

4.7.2 The Parties agree that:

- a) Engagements Levels 1 to 4 do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*;
- b) environmental assessments of projects will remain subject to applicable laws, including the Crown's duty to consult and accommodate;
- c) subject to section 4.7.2.d), this Agreement does not affect or prejudice any Party's position or views on environmental assessment processes or the Crown's duties in respect of environmental assessments; and
- d) for the environmental assessment of any project within the Traditional Territories, the Environmental Assessment Office will, in addition to contacting the relevant Nanwakolas First Nations, also contact the Clearinghouse at the outset of the environmental assessment process. The Environmental Assessment Office may thereafter undertake, or direct proponent, consultations with a Nanwakolas First Nation through the Clearinghouse in any case where the relevant Nanwakolas First Nation so requests.

4.7.3 Potential large development proposals or special initiatives that do not require an environmental assessment under the *Environmental Assessment Act* may:

- a) require some unique or more elaborate form of engagement than Engagement Levels 1 to 4; or
- b) may be amenable to a specific consultation protocol or a negotiated sector-specific protocol.

4.7.4 For engagements by the Ministry of Aboriginal Relations and Reconciliation on various initiatives for which it is responsible, the Ministry will propose:

- a) engagements with the Clearinghouse under Engagement Levels 1 to 4 in accordance with the Engagement Framework, or
- b) a unique engagement process with the Clearinghouse and relevant Nanwakolas First Nations applicable for the Ministry-led initiative.

4.7.5 For decisions or activities designated as being subject to Engagement Level 5 on a Predetermined Engagement Level Table that do not have specialized engagement steps set out in Appendix C, the applicable Provincial Agency will propose to the Clearinghouse an engagement process for that decision or activity, and the relevant Parties will seek to develop an agreed-to process of engagement for that decision or activity.

5. ENGAGEMENT FRAMEWORK GENERAL PROVISIONS

- 5.1 If a Provincial Agency is required to engage the Clearinghouse in accordance with the Engagement Framework under section 5.1 or 5.2 of this Agreement, and the Application or decision applies outside of the Traditional Territories but the Provincial Agency determines that the Application or decision may have potential effects on Section 35 Rights within the Traditional Territories, the Provincial Agency will engage the

Clearinghouse in accordance with the Engagement Steps and Referral Response Timeframe Table appropriate for Engagement Level Two (2) for that Application or decision.

- 5.2 Exchange of Referrals, written communications under the Engagement Framework and sharing of related written information is preferable in an electronic format.
- 5.3 For greater certainty, and for the purposes of timelines under the Referral Response Timeframe Tables, the time on Referrals under the Engagement Matrix begins to run:
 - 5.3.1 when the Clearinghouse receives the Referral, for an Application respecting a decision or activity in a Predetermined Engagement Level Table; or
 - 5.3.2 after the Clearinghouse writes to the Provincial Agency with its review of the Preliminary Engagement Level under Stage 4 of the Engagement Framework, for an Application respecting a decision or activity subject to the Engagement Matrix.
- 5.4 If the Clearinghouse and the relevant Provincial Agencies agree, Applications and information about Applications may be submitted on an agreed-upon schedule and may be compiled in batches that are sent together. Additionally, if the Clearinghouse and the relevant Provincial Agencies agree, notification of decisions may be bundled and submitted to the Clearinghouse on a periodic basis.
- 5.5 Applications for a project that requires multiple authorizations to be implemented, may be bundled together to the greatest extent possible by the Province. If the relevant Provincial Agencies propose to bundle the application together to facilitate one engagement process, it will advise the Clearinghouse of such, and the highest level of engagement for any one Application will be the Engagement Level proposed to the Clearinghouse for the bundle of Applications.
- 5.6 If a Party seeks to add additional provincial legislation and its related decisions to the Engagement Framework by seeking to amend the legislation tables to this Agreement (Appendix C), the amendment provisions in section 12.1 will apply.
- 5.7 If a consultation or engagement process or timeline in this Agreement conflicts with a consultation process or timeline specified in legislation, the legislative process or timeline will prevail to the extent of the conflict.

6. AMENDMENT OF OTHER AGREEMENTS

- 6.1 Section 31 of the following Nanwakolas First Nations' Collaborative Agreements for the Management of Protected Areas:
 - a) the Collaborative Agreement for the Management of Protected Areas in First Nation Traditional Territory Between Da'naxda'xw Awaatlala First Nation and Her Majesty the Queen in Right of the Province of British Columbia, June 2007; and
 - b) the A Collaborative Agreement for the Management of Protected Areas in First Nation Traditional Territory Between Mamalilikulla-

Qwe'Qwa'Sot'Em First Nation and Her Majesty the Queen in Right of
the Province of British Columbia, June 2007

is hereby amended to read as follows:

The Clearinghouse, established pursuant to the *Nanwakolas / British Columbia Framework Agreement*, as amended, may assist in the review of Permits, pursuant to section 19(e), and Previous Authorizations, pursuant to sections 29 and 30 of the Collaborative Management Agreements.

- 6.2 Engagement with the Nanwakolas First Nations with Collaborative Management Agreements referenced in section 6.1 has been predetermined as Engagement Level 5 in accordance with processes set out in the Collaborative Management Agreements for the review of Applications for park use permits.
- 6.3 The amendments of agreements referred to in section 6.1 do not affect or amend any reference to accommodation in any of the agreement provisions referred to in section 6.1.
- 6.4 If this Agreement terminates pursuant to section 13 of this Agreement, or if a Nanwakolas First Nation withdraws or is deemed to have withdrawn from this Agreement, the amendments to the sections of the applicable Agreements referred to in section 6.1 above will be nullified, and those sections of the applicable Agreements will remain in effect, as if they had not been amended by this Agreement.

Table B1: Engagement Steps

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
1.0	<p>Provision of Notification:</p> <p>Each Provincial Agency will engage with the Clearinghouse and discuss the operational details as to how information sharing is to take place, provided that such details are consistent with the following standards:</p> <ul style="list-style-type: none"> a) the complete Application, including supporting documents which are non proprietary in nature, and decision letter are to be provided to the Clearinghouse no more than 30 Business Days after the decision is made; and b) where possible, notification is to be achieved through the transmission of digital or electronic files. 	<p>Provision of Referral:</p> <p>After assessing the Engagement Level in accordance with the Engagement Framework, the Provincial Agency will provide the Clearinghouse with a Referral for every Application as soon as is practicable following receipt of an Application by the Provincial Agency.</p>	<p>Provision of Referral:</p> <p>After assessing the Engagement Level in accordance with the Engagement Framework, the Provincial Agency will provide the Clearinghouse with a Referral for every Application as soon as is practicable following receipt of an Application by the Provincial Agency.</p>	<p>Provision of Referral:</p> <p>After assessing the Engagement Level in accordance with the Engagement Framework, the Provincial Agency will provide the Clearinghouse with a Referral for every Application as soon as is practicable following receipt of an Application by the Provincial Agency.</p>
2.0	<p>Clearinghouse Interaction:</p> <p>Upon receipt of a notification, the Clearinghouse will advise the relevant Nānwākolas First Nation</p>	<p>Clearinghouse Interaction:</p> <p>Upon receipt of a Referral, the Clearinghouse will:</p> <ul style="list-style-type: none"> a) provide a copy of a Referral 	<p>Clearinghouse Interaction:</p> <p>Upon receipt of a Referral, the Clearinghouse will:</p> <ul style="list-style-type: none"> a) provide a copy of a Referral 	<p>Clearinghouse Interaction:</p> <p>Upon receipt of a Referral, the Clearinghouse will:</p> <ul style="list-style-type: none"> a) provide a copy of a Referral

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
	of the notification.	<p>to the relevant <u>Nanwakolas</u> First Nation(s);</p> <p>b) advise the Provincial Agency which <u>Nanwakolas</u> First Nations are relevant to the Referral;</p> <p>c) work with the relevant <u>Nanwakolas</u> First Nation(s) in developing a written Referral response; and</p> <p>d) facilitate discussion between the Provincial Agency and the <u>Nanwakolas</u> First Nation(s) regarding the Referral, if required.</p>	<p>to the relevant <u>Nanwakolas</u> First Nation(s);</p> <p>b) advise the Provincial Agency which <u>Nanwakolas</u> First Nations are relevant to the Referral;</p> <p>c) work with the relevant <u>Nanwakolas</u> First Nation(s) in developing a written Referral response; and</p> <p>d) facilitate discussion between the Provincial Agency and the <u>Nanwakolas</u> First Nation(s) regarding the Referral, if required.</p>	<p>to the relevant <u>Nanwakolas</u> First Nation(s);</p> <p>b) advise the Provincial Agency which <u>Nanwakolas</u> First Nations are relevant to the Referral;</p> <p>c) work with the relevant <u>Nanwakolas</u> First Nation(s) in developing a written Referral response; and</p> <p>d) facilitate discussion between the Provincial Agency and the <u>Nanwakolas</u> First Nation(s) regarding the Referral, if required.</p>
3.0	N/A	<p>Transfer to Another Engagement Level:</p> <p>A <u>Nanwakolas</u> First Nation(s) may transfer a Referral from Level 2 to Level 3 or 4 if the <u>Nanwakolas</u> First Nation(s) determines that the Application poses a high potential for infringement upon a Section 35 Right. In such a case, the Clearinghouse will provide the Provincial Agency with written</p>	<p>Transfer to Another Engagement Level:</p> <p>A <u>Nanwakolas</u> First Nation(s) may transfer a Referral from Level 3 to Level 4 if the <u>Nanwakolas</u> First Nation(s) determines that the Application poses a high potential for infringement upon a Section 35 Right. In such a case, the Clearinghouse will provide the Provincial Agency with written</p>	N/A

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
		<p>notice within 10 Business Days of receipt of the Referral setting out:</p> <ul style="list-style-type: none"> a) that a change to Engagement Level 3 or 4 is required; and b) the general nature of the Section 35 Right in question, including the perceived potential infringement of the Section 35 Right posed by the Referral. <p>For greater clarity, where a Referral is transferred from Level 2 to Level 3 or 4, the Referral Response Timeframe for the new Engagement Level will continue to be determined by the date that the Referral was received under Step 1.</p>	<p>notice within 10 Business Days of receipt of the Referral setting out:</p> <ul style="list-style-type: none"> a) that a change to Engagement Level 4 is required; and b) the general nature of the Section 35 Right in question, including the perceived potential infringement of the Section 35 Right posed by the Referral. <p>For greater clarity, where a Referral is transferred from Level 3 to Level 4, the Referral Response Timeframe for the new Engagement Level will continue to be determined by the date that the Referral was received under Step 1.</p>	

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
4.0	N/A	<p>Content of Referral Response:</p> <p>A Referral response:</p> <ul style="list-style-type: none"> a) will identify the nature of the Section 35 Rights and potential infringements, if any, of a Section 35 Right related to the Application; b) will identify N^anwa^kolas First Nations’ concerns related to the Application, if any; c) will advise whether the relevant N^anwa^kolas First Nation(s) supports or does not support the Application; and d) may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision. 	<p>Content of Referral Response:</p> <p>A Referral response:</p> <ul style="list-style-type: none"> a) will identify the nature of the Section 35 Rights and potential infringements, if any, of a Section 35 Right related to the Application; b) will identify N^anwa^kolas First Nations’ concerns related to the Application, if any; c) will advise whether the relevant N^anwa^kolas First Nation(s) supports or does not support the Application; d) may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision; e) may advise the Provincial Agency of additional information, studies or technical work that the relevant N^anwa^kolas First Nation(s) considers should 	<p>Content of Referral Response:</p> <p>A Referral response:</p> <ul style="list-style-type: none"> a) will identify the nature of the Section 35 Rights and potential infringements, if any, of a Section 35 Right related to the Application; b) will identify N^anwa^kolas First Nations’ concerns related to the Application, if any; c) will advise whether the relevant N^anwa^kolas First Nation(s) supports or does not support the Application; d) may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision; e) may advise the Provincial Agency of additional information, studies or technical work that the relevant N^anwa^kolas First Nation(s) consider should

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
			<p>be provided or completed to inform a Referral response; and</p> <p>f) may request a meeting to follow-up on specified matters of interest as detailed within the Referral response.</p>	<p>be provided or completed to inform a Referral response; and</p> <p>f) may request a meeting to follow-up on specified matters of interest as detailed within the Referral response.</p>
5.0	N/A	<p>Delivery of Referral Response:</p> <p>The Clearinghouse will forward a Referral response to the Provincial Agency within the Referral Response Timeframe.</p> <p>If the Referral response is supportive of the Application, the Provincial Decision-Maker may proceed to Step 8.</p>	<p>Delivery of Referral Response:</p> <p>The Clearinghouse will forward a Referral response to the Provincial Agency within the Referral Response Timeframe.</p> <p>If the Referral response is supportive of the Application, the Provincial Decision-Maker may proceed to Step 10.</p>	<p>Delivery of Referral Response:</p> <p>The Clearinghouse will forward a Referral response to the Provincial Agency within the Referral Response Timeframe.</p> <p>If the Referral response is supportive of the Application, the Provincial Decision-Maker may proceed to Step 10.</p>
6.0	N/A	<p>Extension of Response Time:</p> <p>When a Referral response may not be provided within the Referral Response Timeframe, the Clearinghouse will notify the Provincial Agency of such and of the reasons for the proposed extension as soon as possible. The Clearinghouse and the Provincial Agency will then</p>	<p>Extension of Response Time:</p> <p>When a Referral response may not be provided within the Referral Response Timeframe, the Clearinghouse will notify the Provincial Agency of such and of the reasons for the proposed extension as soon as possible. The Clearinghouse and the Provincial Agency will then</p>	<p>Extension of Response Time:</p> <p>When a Referral response may not be provided within the Referral Response Timeframe, the Clearinghouse will notify the Provincial Agency of such and of the reasons for the proposed extension as soon as possible. The Clearinghouse and the Provincial Agency will then</p>

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
		<p>attempt to identify a revised timeframe for the submission of the Referral response that, where possible, is consistent with administrative time frames of the Provincial Decision-Maker.</p> <p>If no Referral response is received by the end of an extended timeframe for the submission of the Referral response the Provincial Decision-Maker may consider making a determination without further consultation.</p>	<p>attempt to identify a revised timeframe for the submission of the Referral response that, where possible, is consistent with administrative time frames of the Provincial Decision-Maker.</p> <p>If no Referral response is received by the end of an extended timeframe for the submission of the Referral response the Provincial Decision-Maker may consider making a determination without further consultation.</p>	<p>attempt to identify a revised timeframe for the submission of the Referral response that, where possible, is consistent with administrative time frames of the Provincial Decision-Maker.</p> <p>If no Referral response is received by the end of an extended timeframe for the submission of the Referral response, the Provincial Decision-Maker may consider making a determination without further consultation.</p>

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
7.0	N/A	<p>Where No Referral Response Received:</p> <p>Where a Referral response is not received within the Referral Response Timeframe and no extended time frame has been requested by the Clearinghouse pursuant to Step 6, the Provincial Decision-Maker may make a decision on the Application without further consultation requirements.</p>	<p>Where No Referral Response Received:</p> <p>Where a Referral response has not been received within the Referral Response Timeframe, and no revised timeframe has been requested by the Clearinghouse pursuant to Step 6, the Provincial Agency will send a letter to the Clearinghouse stating such and advising that a Provincial Decision-Maker may make a decision on the Application if no Referral response is received by the Provincial Agency within 5 Business Days of the Clearinghouse’s receipt of the letter.</p>	<p>Where No Referral Response Received:</p> <p>Where a Referral response has not been received within the Referral Response Timeframe, and no revised timeframe has been requested by the Clearinghouse pursuant to Step 6, the Provincial Agency will send a letter to the Clearinghouse stating such and advising that a Provincial Decision-Maker may make a decision regarding the Application if no Referral response is received by the Provincial Agency within 5 business days of the Clearinghouse’s receipt of the letter.</p>
8.0	N/A	<p>Provincial Decision-Maker – Next Steps:</p> <p>The Provincial Decision-Maker will be provided with the Referral response and will determine the appropriate next steps, including considering making a decision on the Application without further consultation with the N̓n̓w̓ak̓olas First Nation(s) or on whether or not further consultation with the</p>	<p>Dialogue:</p> <p>Following submission of a Referral response and at the request of either the N̓n̓w̓ak̓olas First Nation(s) or the Provincial Agency, representatives from the Provincial Agency and the Clearinghouse will jointly attempt to organize dialogue among the relevant N̓n̓w̓ak̓olas First Nation(s) and the Provincial</p>	<p>Dialogue:</p> <p>Following submission of a Referral response and at the request of either the N̓n̓w̓ak̓olas First Nation(s) or the Provincial Agency, representatives from the Provincial Agency and the Clearinghouse will jointly attempt to organize dialogue among the relevant N̓n̓w̓ak̓olas First Nation(s) and the Provincial</p>

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
		First Nation(s) is still required.	Agency in an attempt to address any outstanding issues raised in the Referral response. If a meeting is organized to facilitate dialogue, such a meeting will occur within 20 Business Days from receipt of the Referral response by the Provincial Agency.	Agency and, if requested, the Applicant in an attempt to address any outstanding issues raised in the Referral response. If a meeting is organized to facilitate dialogue, such a meeting will occur within 20 Business Days from receipt of the Referral response by the Provincial Agency.
9.0	N/A	<p>Notification to Clearinghouse:</p> <p>The Provincial Decision-Maker or Provincial Agency will notify the Clearinghouse in writing as to:</p> <ul style="list-style-type: none"> a) the next steps proposed with respect to consultation, if any, or b) the decision made regarding an Application, including the details of any measures taken to accommodate the potential infringement of a Section 35 Right, if any, and the treatment, if any, afforded to any other identified concerns raised by the relevant N^{an}w^ak^olas First Nation(s) regarding the 	<p>Written Record of Dialogue:</p> <p>The following will be concluded within 10 Business Days after completion of the dialogue referred to in Step 8:</p> <ul style="list-style-type: none"> a) the Clearinghouse and the Provincial Agency will seek to develop a joint written record of dialogue for confirmation by the N^{an}w^ak^olas First Nation(s) and the Provincial Agency; or b) if a jointly confirmed written record is not possible, the N^{an}w^ak^olas First Nation(s) and the Provincial Agency may submit to the Provincial 	<p>Written Record of Dialogue:</p> <p>The following will be concluded within 10 Business Days after completion of the dialogue referred to in Step 8 :</p> <ul style="list-style-type: none"> a) the Clearinghouse and the Provincial Agency will seek to develop a joint written record of dialogue for confirmation by the N^{an}w^ak^olas First Nation(s) and the Provincial Agency; or b) if a jointly confirmed written record is not possible, the N^{an}w^ak^olas First Nation(s) and the Provincial Agency may submit to the Provincial

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
		Application.	Decision-Maker their own written record of the dialogue.	Decision-Maker their own written record of the dialogue.
10.0	N/A	<p>Clearinghouse Notification of Decision to First Nation:</p> <p>The Clearinghouse will notify the relevant <u>Nanwakolas</u> First Nation(s) of the decision made by the Decision-Maker.</p>	<p>Provincial Decision-Maker – Next Steps:</p> <p>The Provincial Decision-Maker will be provided with the Referral response and with copies of any written record of the dialogue referred to in Step 9, and will determine the appropriate next steps, including considering making a decision on the Application without further consultation with the <u>Nanwakolas</u> First Nation(s) or whether or not further consultation with the <u>Nanwakolas</u> First Nation(s) is still required.</p>	<p>Provincial Decision-Maker – Next Steps:</p> <p>The Provincial Decision-Maker will be provided with the Referral response and with copies of any written record of the dialogue referred to in Step 9, and will determine the appropriate next steps, including considering making a decision on the Application without further consultation with the <u>Nanwakolas</u> First Nation(s) or whether or not further consultation with the <u>Nanwakolas</u> First Nation(s) is still required.</p>
11.0	N/A	N/A	<p>Notification to Clearinghouse:</p> <p>The Provincial Decision-Maker or Provincial Agency will notify the Clearinghouse in writing as to:</p> <ul style="list-style-type: none"> a) the next steps proposed with respect to consultation, if any, or b) the decision made regarding 	<p>Notification to Clearinghouse:</p> <p>The Provincial Decision-Maker or Provincial Agency will notify the Clearinghouse in writing as to:</p> <ul style="list-style-type: none"> a) the next steps proposed with respect to consultation, if any, or b) the decision made regarding

Steps #	Engagement Level 1 – Notification after Decision	Engagement Level 2 - Streamlined	Engagement Level 3 – Standard	Engagement Level 4 – Deep
			<p>an Application, including the details of any measures taken to accommodate the potential infringement of a Section 35 Right, if any, and the treatment, if any, afforded to any other identified concerns raised by the relevant <u>Nanwakolas</u> First Nation(s) regarding the Application.</p>	<p>an Application, including the details of any measures taken to accommodate the potential infringement of a Section 35 Right, if any, and the treatment, if any, afforded to any other identified concerns raised by the relevant <u>Nanwakolas</u> First Nation(s) regarding the Application.</p>
12.0	N/A	N/A	<p>Clearinghouse Notification of Decision to First Nation:</p> <p>The Clearinghouse will notify the relevant <u>Nanwakolas</u> First Nation(s) of the decision made by the Provincial Decision-Maker.</p>	<p>Clearinghouse Notification of Decision to First Nation:</p> <p>The Clearinghouse will notify the relevant <u>Nanwakolas</u> First Nation(s) of the decision made by the Provincial Decision-Maker.</p>

APPENDIX C – LEGISLATION TABLES

ENVIRONMENTAL MANAGEMENT ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *ENVIRONMENTAL MANAGEMENT ACT*

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Minor Amendments - Permits or approvals (less than 10% increase in discharge, or other minor changes) Transfer of a permit to discharge waste
LEVEL 2 – STREAMLINED
Hazardous Waste facility approval private land – (authorizations under <i>Environmental Management Act</i> for major projects exceeding Environmental Assessment threshold)
LEVEL 4 – DEEP
Hazardous Waste facility approval on Crown Land – (authorizations under <i>Environmental Management Act</i> for major projects exceeding Environmental Assessment threshold)

2. IMPACT TABLE - ENVIRONMENTAL MANAGEMENT ACT

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
New Permits or approvals - Effluent (sewage & other waste discharges) – Small*	New Permits or approvals - Effluent (sewage & other waste discharges) – Large*	Solid Waste Management Plans (consultation undertaken by Regional Districts and Municipalities)
New Permits or approvals - Refuse (garbage, solid waste) – Small*	New Permits or approvals - Refuse (garbage, solid waste) – Large* (e.g. municipal landfill)	Liquid Waste Management Plans
New Permits or approvals – Air – large or small*	Hazardous Waste facility approval on Crown Land – under Environmental Assessment threshold	
Major Amendments - Permits or approvals (10% or more increase in discharge)	Operating Certificate (authorized under Solid Waste Management Plans) if outstanding First Nation(s) concerns with Solid Waste Management Plan	
Operating Certificate (authorized under Solid Waste Management Plans) if NO outstanding First Nation(s) concerns with Solid Waste Management Plan		
Operating Certificate (authorized under Liquid Waste Management Plans) if NO outstanding First Nation(s) concerns with Liquid Waste Management Plan		
Hazardous Waste facility approval on private land under Environmental Assessment threshold (also would be related <i>Land Act</i> consultation re land disposition)		

* The Parties agree to describe definitions of small and large as follows: Large effluent discharges would be any discharge greater than 50m³/d. Large refuse discharges would be any discharge greater than 500m³/yr or with a total landfill design capacity of greater than 5000m³ (capacity over its complete life)

3. REFERRAL RESPONSE TIME FRAME TABLE - *ENVIRONMENTAL MANAGEMENT ACT*:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

FISHERIES ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *FISHERIES ACT*

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Marine plant aquaculture (includes incidental harvest within shellfish operations)
LEVEL 2 – STREAMLINED
Marine plant harvesting licenses – annual reissuance
Marine plant harvesting licenses – new and amendments

2. REFERRAL RESPONSE TIME FRAME TABLE - *FISHERIES ACT*:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

FOREST ACT AND FOREST AND RANGE PRACTICES ACT

A) STRATEGIC/ADMINISTRATIVE DECISIONS

1. “Strategic/Administrative Decisions” are decisions:
 - 1.1 made under the *Forest Act* relating to forest tenures including the setting of annual allowable cuts;
 - 1.2 made under *the Forest and Range Practices Act* relating to Government Action Regulation Orders;
 - 1.3 denoted in the Predetermined Engagement Level Table below with an asterisk (*); and
 - 1.4 applicable in the Traditional Territories.

2. Strategic / Administrative Decisions are not subject to section 5.1 of Appendix B. Instead, the specialized engagement steps set out below apply to Strategic / Administrative Decisions.

PREDETERMINED ENGAGEMENT LEVEL TABLE

LEVEL 1 – NOTIFICATION
Licence transfers (Not a decision; notification only)
LEVEL 2 – STREAMLINED
Strategic/Administrative Decisions- Replacements/ Extensions/Revisions/Orders: <ul style="list-style-type: none"> - Licence Replacements (Tree Farm Licence, Forest Licence, Woodlot Licence, Community Forest Agreement),* - Timber Licence Extensions, * - Licence Subdivisions, Consolidations, Conversions* - Government Action Regulation Order*
LEVEL 3 – STANDARD
Strategic/Administrative Decisions- New Agreements/Deletions/Plans : <ul style="list-style-type: none"> - Community Forest Agreements/Woodlots-New or Expansion *

<ul style="list-style-type: none"> - Non- Replaceable Forest Licences * - Community Salvage Licences, Forestry Licences to Cut * - Private Land Deletions * - Management Plans (Tree Farm Licence, Community Forest Agreement & Woodlot Licence) *
LEVEL 4 – DEEP
<p>Strategic/Administrative Decisions- Timber Supply Review (TSR) and Annual Allowable Cut (AAC)</p> <ul style="list-style-type: none"> - Timber Supply Review/Annual Allowable Cut (Tree Farm Licence / Timber Supply Area) *

SPECIALIZED ENGAGEMENT STEPS

Steps #	Specialized engagement steps for Strategic/Administrative Decisions
1.0	<p>Review:</p> <p>1.1 The Provincial Agency will provide to the Clearinghouse:</p> <ul style="list-style-type: none"> 1.1.1 on an annual calendar basis, a list of all proposed Strategic / Administrative Decisions anticipated within the year; or 1.1.2 a list of any proposed Strategic / Administrative Decisions as the Provincial Agency becomes aware of them throughout the year. <p>1.2 The Provincial Agency, Clearinghouse and applicable Nānwākolas First Nation(s) will attempt to:</p> <ul style="list-style-type: none"> 1.2.1 review the list of all proposed Strategic / Administrative Decisions; and 1.2.2 identify the nature of the Section 35 Rights and potential infringements, if any that may relate to the listed Strategic / Administrative Decisions.
2.0	<p>2.1 It is acknowledged that an Applicant may undertake procedural aspects of consultation with respect to any Strategic / Administrative Decision.</p>
3.0	<p>Engagement Levels:</p> <p>3.1 In addition to receiving the annual list of Strategic / Administrative Decisions under Step 1, engagements on individual Strategic / Administrative Decisions will occur as those individual Strategic / Administrative Decisions arise. Engagement on an individual Strategic</p>

Steps #	Specialized engagement steps for Strategic/Administrative Decisions
	/ Administrative decision will be, as a default, subject to the corresponding Engagement Level set out in the Predetermined Engagement Level Table, but the Provincial Agency may propose a different Engagement Level for an individual Strategic / Administrative decision within this category and will do so in accordance with Stages 2 to 5 of the Engagement Framework (i.e. under section 3.5 of Appendix B).
4.0	<p>Engagement Steps:</p> <p>4.1 For clarity, after the Engagement Level is determined in accordance with Step 3.0, the Provincial Agency will apply the corresponding Engagement Steps, starting at Step 1.0 (Table 1).</p>

B) OPERATIONAL DECISIONS

1. “Operational Decisions” are:
 - a. operational plan decisions and permit decisions;
 - b. denoted in the Operational Decisions Table below; and
 - c. applicable in the Traditional Territories.
2. Operational Decisions are not subject to sections 3.4, 3.5 and 5.1 of Appendix B. Instead, the specialized engagement steps set out below apply to Operational Decisions.

OPERATIONAL DECISIONS TABLE

Forest Stewardship Plans and Major Amendments
Woodlot Licence Plans and Amendments
Timber Sale Licences and Cutting Permits: New, Amendments and Extensions
Road Permits; New and Amendments
Forestry Licence to Cuts (professional applications)

SPECIALIZED ENGAGEMENT STEPS FOR OPERATIONAL DECISIONS

Phases	Applicant Information Sharing for Operational Decisions
A	<p>Applicant Information Sharing:</p> <p>A.1 It is expected that Applicants may approach individual Nānwaḱolas First Nation(s), through the Clearinghouse, with an information package regarding proposed Operational Decisions whether it is a single permit, plan, or annual plan with multiple permits, or a combination thereof, as follows:</p> <p style="padding-left: 40px;">A.1.1 Applicants will be encouraged to make initial contact with the Clearinghouse when the Applicant desires to share information regarding an Operational Decision with Nānwaḱolas First Nation(s);</p> <p style="padding-left: 40px;">A.1.2 Applicants will be encouraged to review and work with Nānwaḱolas First Nation(s), through the Clearinghouse, on Operational Decisions and attempt to address items of concern to the Nānwaḱolas First Nation(s); and</p> <p style="padding-left: 40px;">A.1.3 Applicants will be encouraged to summarize efforts made to engage and share information with individual Nānwaḱolas First Nation(s).</p> <p>A.2 It is understood that information sharing between an Applicant and Nānwaḱolas First Nation(s) may occur in accordance with information sharing protocol agreements or where procedural aspects of consultation have been delegated by the Provincial Agency. It is also understood that there are ongoing efforts between potential Applicants, Nānwaḱolas First Nation(s) and the Nānwaḱolas Council to develop information sharing protocol agreements that create a regional information sharing process through the Clearinghouse that is complimentary with this Agreement.</p> <p>A.3 If information sharing meetings take place between an Applicant and Nānwaḱolas First Nation(s), the Provincial Agency may be invited to attend such meetings where the Applicant and Nānwaḱolas First Nation agree.</p>
B	<p>Response from Applicant Information Sharing: if, after the completion of information sharing between an Applicant and Nānwaḱolas First Nation(s), the Nānwaḱolas First Nation(s) is not concerned about a potential infringement of a Section 35 Right:</p> <p style="padding-left: 40px;">B.1 The Clearinghouse will provide as soon as possible a letter to the Provincial Agency, signed by the applicable Nānwaḱolas First Nation(s):</p> <p style="padding-left: 80px;">B.1.1 setting out the information sharing process regarding the Operational Decision undertaken to date; and</p>

Phases	Applicant Information Sharing for Operational Decisions
	<p>B.1.2 advising that the Nanwakolas First Nation(s) is not concerned about a potential infringement of a Section 35 Right.</p> <p>This letter will include a copy of the map of the area subject to the Operational Decision that was provided during the Applicant information sharing process, and will be copied to the Applicant.</p> <p>B.2 The Provincial Agency will hold the letter on file for the purposes of confirming that it is in relation to the same information that the Applicant provides in the final Application submission and to ensure consistency with any measures agreed to with the Applicant during the Information Sharing process.</p>
C	<p>Response from Applicant Information sharing: if, after the completion of information sharing between an Applicant and Nanwakolas First Nation(s), the Nanwakolas First Nation(s) is concerned about a potential infringement of a Section 35 Right:</p> <p>C.1 The Clearinghouse will provide a letter to the Provincial Agency, signed by the applicable Nanwakolas First Nation(s),</p> <p>C.1.1 setting out the information sharing process regarding the Operational Decision undertaken to date;</p> <p>C.1.2 advising that the Nanwakolas First Nation(s) is concerned about a potential infringement of a Section 35 Right;</p> <p>C.1.3 setting out details regarding the Section 35 Right in question, including the potential infringement thereof; and</p> <p>C.1.4 may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision.</p> <p>The letter will include a copy of the map of the area subject to the Operational Decision that was provided during the Applicant information sharing process, and will be copied to the Applicant. This letter should be submitted to the Provincial Agency as soon as these concerns are apparent to the Nanwakolas First Nation(s) so that the Provincial Agency can engage as appropriate well in advance of an Application for the Operational Decision.</p> <p>C.2 The Provincial Agency will hold the letter on file for the purposes of confirming that it is in relation to the same information that the Applicant provides in the final Application submission and for the purposes of furthering the subsequent engagement by the Provincial Agency with the Nanwakolas First Nation(s).</p>

Steps #	Specialized Engagement Steps for Operational Decisions
1.0	<p>Provincial Agency Assessment:</p> <p>1.1 As a result of an Application for an Operational Decision, the Provincial Decision-Maker (i.e. District Manager or Timber Sales Manager) will receive and consider any information from an Applicant and N^anwa^kolas First Nation(s) which may have resulted from the Applicant information sharing process, including any letter from the N^anwa^kolas First Nation(s) referenced in Phases B and C, in an assessment to determine the subsequent engagement suitable for the Application:</p> <p>1.1.1 If the Provincial Agency determines that the Operational Decision will unlikely result in a potential infringement of a Section 35 Right, the Provincial Agency may carry out Engagement Level 1 (Notification) and follow Step 5.0 below; or</p> <p>1.1.2 If the Provincial Agency determines that the Operational Decision may result in a potential infringement of a Section 35 Right, the Provincial Agency will then carry out the specialized engagement steps below.</p>
2.0	<p>Provision for Referral:</p> <p>2.1 If further engagement is appropriate based on Step 1.0, the Provincial Agency will send a Referral of the Operational Decision to the Clearinghouse as soon as practicable.</p>
3.0	<p>Clearinghouse Role:</p> <p>3.1 Upon receipt of the Referral, the Clearinghouse will:</p> <p>3.1.1 provide a copy of the Referral to the relevant N^anwa^kolas First Nation(s);</p> <p>3.1.2 advise the Provincial Agency which N^anwa^kolas First Nation(s) are relevant to the Referral; and</p> <p>3.1.3 review the Referral with the relevant First Nation(s) and assist the N^anwa^kolas First Nation(s) in the preparation for dialogue between the Parties regarding the Referral.</p> <p>3.2 If there has not been an Applicant information sharing process or letter respecting the proposed Operational Decision under Phases A to C, the Clearinghouse will provide the Provincial Agency with a letter, signed by the N^anwa^kolas First Nation that</p> <p>3.2.1 provides all reasonably available information that will identify the nature of the Section 35 Rights and potential infringement,</p>

	<p>if any, of the Section 35 Rights related to the Application;</p> <p>3.2.2 identifies any other N_{an}w_ak_olas First Nation(s) concerns related to the Application;</p> <p>3.2.3 may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision; and</p> <p>3.2.4 may request a meeting to follow-up on specified matters of interest as detailed within the Referral response.</p>
<p>4.0</p>	<p>Dialogue:</p> <p>4.1 Representatives from the Provincial Agency and the Clearinghouse will:</p> <p>4.1.1. jointly attempt to organize dialogue between representatives of the relevant N_{an}w_ak_olas First Nation(s), the Clearinghouse and the Provincial Agency. Such a meeting will occur within 20 Business Days from receipt of the Referral response by the Provincial Agency; or</p> <p>4.1.2. if the Clearinghouse, the N_{an}w_ak_olas First Nation(s) and Provincial Agency agree, identify alternate times to organize a meeting to provide an opportunity for the relevant N_{an}w_ak_olas First Nation(s) to inform representatives of the Provincial Agency of their Section 35 Rights related concerns and comments respecting the proposed Operational Decision.</p> <p>4.1.3. include the Applicant in any meetings if the Clearinghouse, the N_{an}w_ak_olas First Nation(s) and Provincial Agency agree;</p> <p>4.1.4. ensure that a written record of the outcomes of the dialogue will be provided to the Provincial Decision-Maker within 10 Business Days of the dialogue; and</p> <p>4.1.5. ensure copies of all written documents from the Applicant and the N_{an}w_ak_olas First Nation(s) Applicant information sharing process is provided to the Provincial Decision-Maker.</p>

<p>5.0</p>	<p>Decision and Notification to Clearinghouse:</p> <p>5.1 The Provincial Decision-Maker will determine the appropriate next steps, including considering making a decision regarding the Application without further consultation with the <u>Nanwakolas</u> First Nation(s) or whether or not further consultation with the <u>Nanwakolas</u> First Nation(s) is required.</p> <p>5.2 The Provincial Decision-Maker or Provincial Agency will notify the Clearinghouse in writing of:</p> <p>5.2.1. the next steps proposed with respect to consultation, if any, or</p> <p>5.2.2. the decision made regarding an Application, including the details of any measures taken to accommodate the potential infringement of a Section 35 Right, if any, and the treatment, if any, afforded to any other identified concerns raised by the relevant <u>Nanwakolas</u> First Nation(s).</p>
<p>6.0</p>	<p>Clearinghouse Notification of Decision to First Nation:</p> <p>6.1 The Clearinghouse will notify the relevant <u>Nanwakolas</u> First Nation(s) of the decision made by the Provincial Decision-Maker.</p>

C) OTHER FORESTRY DECISIONS

- For engagements on other forestry decisions denoted in the Impact Table below which are applicable in the Traditional Territories, the Engagement Level will be determined in accordance with section 3.5 of Appendix B.

IMPACT TABLE

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
Range Use Plans and Amendments Grazing Lease Management Plan and Amendments	Forestry Licence To Cut (non-professional)	
Free Use Permits (Firewood, Research, Cultural Wood) Christmas Tree Permits	Special Use Permits – New Site	
Woodlot Licence /Community Forest Agreement Boundary Changes		
Special Use Permits Amendments		

REFERRAL RESPONSE TIME FRAME TABLE

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

FOREST AND RANGE PRACTICES ACT - Recreation Sites and Trails BC

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *FOREST AND RANGE PRACTICES ACT* (Recreation Sites and Trails)

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Disestablishing or reducing in size an established site or trail (<i>Forest and Range Practices Act</i>)
LEVEL 2 – STREAMLINED
Authorization of Use in Established Recreation Sites or Trails – sporting events - site alteration/disturbance or new facilities (Forest Recreation Regulation) - <u>5 days</u>
LEVEL 5 – SPECIAL PROJECTS/INITIATIVES
Protection of recreation resources on crown land (<i>sect. 58 Forest and Range Practices Act</i>)

*The Parties will have discussions regarding opportunities for First Nations to bid on service contracts for site and trail maintenance.

2. IMPACT TABLE - *FOREST AND RANGE PRACTICES ACT* (Recreation Sites and Trails):

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
Identification of a site, trail or other recreation feature as a resource feature under sect. 5 of Government Actions Regulation.	Establishment (sect. 56), authorization (sect. 57) or expansion (sect. 56) of a recreation site or trail (<i>Forest and Range Practices Act</i>) Substantive improvement or rehabilitation (significant ground disturbance or expansion of infrastructure) of an existing established site or trail sect. 57 (<i>Forest and Range Practices Act</i>) Establishment of objectives for sites and trails (Government Actions Regulation) (sect. 56)	

3. REFERRAL RESPONSE TIME FRAME TABLE - *FOREST AND RANGE PRACTICES ACT*

(Recreation Sites and Trails):

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

HERITAGE CONSERVATION ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE – *HERITAGE CONSERVATION ACT*

LEVEL 1 – NOTIFICATION
Any permits issued for management of impacts on an emergency basis.
LEVEL 2 – STREAMLINED
Heritage Inspection Permits – (new applications / amendments)
LEVEL 3 – STANDARD
Heritage Investigation Permits – (new applications / amendments)
LEVEL 4 – DEEP
Site Alteration Permits – (new applications / amendments)
LEVEL 5
Heritage site or trail designation – defined by legislation

2. IMPACT TABLE – *HERITAGE CONSERVATION ACT*

Low	Moderate	High
Activity		
None	None	None

3. REFERRAL RESPONSE TIME FRAME TABLE – *HERITAGE CONSERVATION ACT*

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - INTEGRATED PEST MANAGEMENT ACT:

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 2 – STREAMLINED
<p>Annual Notices of Intent to Treat – Agreement to Further Consult. Annual Notices of Intent to Treat do not require a statutory decision by the Province and First Nation engagement on these notices is delegated to proponents. A Notice of Intent to Treat is an annual treatment schedule provided by the proponents that First Nations may request during consultation on Pesticide Management Plans. The notice includes treatment site locations, and detailed maps showing features to be protected with pesticide free zones.</p> <ul style="list-style-type: none"> • If Annual Notices of Intent to Treat have been requested during engagement on Pesticide Management Plans and a First Nation and the Parties agree that additional engagement is required to avoid or mitigate potential adverse effects on Section 35 rights at a site specific level, then this consultation will occur annually once the proponent provides the Notice of Intent to Treat to the Clearinghouse. • If Annual Notices of Intent to Treat have been requested during engagement on Pesticide Management Plans, but there is no agreement pertaining to further consultation annually then the Notices of Intent to Treat will be provided for information only in advance of pesticide application. Specific questions or concerns should be directed to the proponent. If these concerns cannot be addressed, the Parties may make an agreement to further consult.
LEVEL 4 – DEEP
<p>Pesticide Use Permits are statutory decisions by the Province and that may be issued for up to three years. Engagement is delegated to proponents, however Ministry staff members are responsible for ensuring consultation is completed adequately and for file notifications. Permits are required for pesticide use where there is high public concern or where standards for the pesticide use are not incorporated into the <i>Integrated Pest Management Act</i> regulations (e.g. most applications to water, many aerial applications, unique programs, higher risk chemicals or increased possibility of drift outside of treatment location). Focus of engagement is: provision of information about the purpose of the treatment, details about site, locations, timing, products, seeking information from First Nations about potential adverse effects on Section 35 rights</p>
<p>Pesticide Use Permits in marine applications related to finfish, shellfish and plant aquaculture. For these types of permits: a Nanwakolas First Nation(s) may transfer a Referral from Level 4 to Level 5 if the Nanwakolas First Nation(s) determines that the Application poses a high potential for infringement upon a Section 35 Right. (See Level 5 below)</p>
<p>Pesticide Management Plan (PMP) 5 year plan is not a statutory decision by the Province and First Nation engagement is delegated to proponents. Ministry staff members are responsible for ensuring consultation is completed adequately and for file notifications.</p> <p>A PMP is a registration process for the following standard types of activities:</p> <ul style="list-style-type: none"> • Forest Pest Management - management of vegetation to benefit seedling growth, or managing insect outbreaks; • Vegetation Management on Right-of-Ways - selective management of encroaching trees & shrubs – due to public access, there could be

traditional activities or interests that could be practiced;

- **Vegetation Management on Industrial Sites on Public Land** - general selective vegetation management, public access areas;
- **Mosquito Management** - Pesticide use to manage mosquito larvae in water bodies and to manage adult mosquitoes.

Focus of engagement is: provision of general information about the purpose of the treatment, products, general information about locations, how to access further information about products, seeking information from First Nations about potential adverse effects on Section 35 rights. During First Nation engagement on PMPs proponents will offer First Nations the opportunity to receive annual Notices of Intent to Treat . If requested, the Notice of Intent to Treat will be provided annually to notify First Nations in advance of pesticide application. If the Parties agree that site and timing specific information is required to conclude consultation, this consultation will occur annually at the time of the Notice of Intent to Treat (Level 2).

LEVEL 5 – CUSTOMIZED PESTICIDE USE PERMITS IN MARINE APPLICATIONS RELATED TO FINFISH, SHELLFISH AND PLANT AQUACULTURE.

For these types of permits: if a Nānwaḱolas First Nation(s) transfers a Referral from Level 4 to Level 5 as described above then, the Clearinghouse will provide the Provincial Agency with written notice within 10 Business Days of receipt of the Referral setting out:

- a) that a change to Engagement Level 5 is required; and
- b) the general nature of the Section 35 Right in question, including the perceived potential infringement of the Section 35 Right posed by the Referral.

Where a Referral is transferred from Level 4 to Level 5, the Parties (the Province, the First Nation, Nānwaḱolas Clearinghouse, and if agreed to by the Parties, the proponent) will follow Level 4 engagement steps, with the additional option of the First Nation being able to request a meeting with a senior official. The Referral Response Timeframe is 60 business days from the date the Referral is received by the Clearinghouse.

NOTES:

- Engagement is delegated to proponents on all *Integrated Pest Management Act* authorizations and Annual Notices of Intent to Treat described in the above table as required in the *Integrated Pest Management Act*, and [associated guidelines](#).
- Engagement is not triggered or undertaken for the following:
for Pesticide Management Plans where there is no public access. Examples include:
 - Pest Management on Railways - ballast area, switches, maintenance yards;
 - Pest Management on Railways - treatment of selected trees & shrubs outside ballast area (typically on private land);
 - Vegetation Management on Right-of-Ways - sites maintained in near vegetation-free state (roads etc), or with no public access;for Licenses.
- Proponents need to ensure chemicals do not leave designated treatment area. If there are any concerns about further spread, the Province's regional compliance and enforcement offices should be notified.

2. IMPACT TABLE - INTEGRATED PEST MANAGEMENT ACT

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
None	None	None

3. REFERRAL RESPONSE TIME FRAME TABLE - INTEGRATED PEST MANAGEMENT ACT:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Customized	60 Business Days

LAND ACT AND MINISTRY OF LANDS, PARKS AND HOUSING ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *LAND ACT AND MINISTRY OF LANDS, PARKS AND HOUSING ACT*

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Film production (no site alteration, no permanent improvements or no tenure)
<p>Reserves set aside for First Nations interests</p> <p>(Lands is undertaking administrative activity for which there has already been engagement with First Nations)</p> <ul style="list-style-type: none"> - areas known as Cut off reserves - for treaty settlement lands - for specific claims - for reserve expansion - for roads
Assignments of tenure (all tenure types) -where there are no changes to the site or development plan. Includes transfers of tenure, corporate changes, assignments by way of mortgage, etc.
Reserves (<i>Land Act</i> Sec 15, 16, 17) which are protective in nature for which active use or development is not contemplated.
Planning -landscape level plans (minor amendments) (not including Legal Objectives)
Contaminated sites - Preliminary site investigation only if using invasive actions e.g. heavy machinery
LEVEL 2 – STREAMLINED
Film production <u>with site alterations that will be completely removed and rehabilitated**</u>

Aquaculture- Amendments to tenures where there are changes to the site or development plan) (<i>Land Act</i>)
Contaminated sites: Detailed site investigation with machinery* Human health and ecological risk assessment (surveys, wildlife tissue samples)*
Pre-mature replacements of tenures (all tenure types)
Aquaculture- New tenure (investigative permit) finfish (marine and freshwater) and shellfish (<i>Land Act</i>)
LEVEL 3
Aquaculture - New tenures (license or lease) for commercial cultivation of finfish (marine or freshwater), shellfish or other marine species (excluding marine or freshwater finfish)- (<i>Land Act</i>)
LEVEL 5 - SPECIAL PROJECTS/INITIATIVES
Strategic Land Use Plans
Batched replacement of expiring tenures - annual report (See Level 5 engagement steps below)
K'ómoks First Nation – aquaculture authorizations under the <i>Land Act</i> .

2. IMPACT TABLE - LAND ACT AND MINISTRY OF LANDS, PARKS AND HOUSING ACT:

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
<p>Power projects (wind, water, ocean) – investigative, monitoring phases</p>	<p>Industrial activities (e.g. log handling sites, light industry, camps)</p>	<p>Power projects (wind, water, ocean) Post Environmental Assessment certificate (EA) tenures where concurrent permitting has <u>not</u> occurred in EA process <u>or</u> project is under EA threshold</p>
<p>Transfers of Administration and Transfer of Administration and Control of land to other levels of government</p>	<p>Land sales/transfers/grants of existing, tenured developments (industrial, commercial, existing residential areas, recreational properties)</p>	<p>Land sales/transfers/grants - new development proposals, (residential subdivision, industrial and associated planning) site development plans, land sales, land transfers outside of provincial government, grants (except recreational grants)</p> <p>Includes activities noted above for Brownfields program area (contaminated sites that have commercial value)</p>
<p>Navigational aids (e.g. airport runway lights, beacons, etc.)</p>	<p>Quarries (under Environmental Assessment threshold as per Section 8 of the Reviewable Projects Regulation)</p>	<p>Quarries - Post Environmental Assessment certificate (EA) tenures where concurrent permitting has <u>not</u> occurred in EA process</p>
	<p>Utility rights-of-way (domestic use - characterized by limited infrastructure, short term Licenses of Occupation, individual residential use. Examples include low voltage electrical distribution lines, domestic water lines).</p>	<p>Utility rights-of-way (Industrial use) characterized by significant infrastructure (Examples include: high voltage electrical transmission lines, inter-region or inter-provincial oil and gas pipelines), long term Rights of Way, corporate use)</p>
<p>Minor railway – minor activities outside existing right of way (e.g. switch boxes, minor</p>	<p>Transportation – (e.g. new roads less than</p>	<p>Transportation (e.g. new roads greater than</p>

widening of right-of way for siding, utility boxes).<1 ha in size	5km, bridges)	5km, Airports, ferry terminals)
Communication site (< 1 ha – no associated road access)	Communication site (> 1 ha due to associated buildings, road access)	Industrial activities – heavy industry (e.g. high impact, significant ground disturbance, large infrastructure such as mill sites, etc.)
Reserves (<i>Land Act</i> Sec 15, 16, 17) which are protective in nature for which active use or development is proposed	Landscape level plans	Land Use Objectives (Establishment, amendment)
Misc tenures – (e.g. cemetery on crown land)	Adventure Tourism Tenures – all tenure types and activities except heli-ski or alpine skiing	Adventure Tourism tenures – heli ski or alpine ski
Residential tenures - minor miscellaneous (e.g. geothermal heating pipes extending on to Crown land, small extensions to residential holding to install new septic system, etc.)	Residential - Float homes, Private moorage, strata moorage, remote residential (associated with remote employment for term of employment)	All Season Resorts
	General Commercial (e.g. marine store, wharf)	
	Agriculture (intensive and extensive)	
	Community / Institutional uses (e.g. Military sites, fire hall, waste disposal site, community facility, Local/regional parks)	

3. REFERRAL RESPONSE TIME FRAME TABLE - LAND ACT AND MINISTRY OF LANDS, PARKS AND HOUSING ACT:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

**FILMING –TEMPORARY PERMIT – 5 DAYS

4. SPECIALIZED ENGAGEMENT STEPS - LEVEL 5

Steps #	Batched replacement of expiring tenures
1.0	<p>Provision of list of replacement tenures:</p> <p>1.1. A list of tenures scheduled for replacement that are applicable in the Traditional Territories will be sent to the Clearinghouse annually at least six months before the expiry of the earliest tenure on the list, in the form of a table or spreadsheet, showing the locations and the information indicated below for each replacement tenure:</p> <ul style="list-style-type: none"> 1.1.1 details on the specific geographic area covered by the tenure, where possible in Geographic Information System (GIS) shape file format; 1.1.2 details on the particular type of permit, license or other authorization; 1.1.3 permitted use being undertaken; 1.1.4 the expiration date for each existing permit, license or other authorization; 1.1.5 the Integrated Land and Resource Registry file number, if applicable; 1.1.6 any management plans; and 1.1.7 access to an existing electronic data base that will allow for identification of the name and contact information of the (present) holder of the particular permit, license or other authorization, subject to <i>the Freedom of Information and Protection of Privacy Act</i>, or other agreed to mechanisms.

<p>2.0</p>	<p>Clearinghouse Interaction:</p> <p>2.1. Upon receipt of the list referred to in Step 1.0, the Clearinghouse will:</p> <p>2.1.1. advise the relevant Nānwakolas First Nation(s) of the replacement tenures list;</p> <p>2.1.2. undertake further research on the replacement tenures;</p> <p>2.1.3. review the replacement tenures list with the relevant Nānwakolas First Nation(s) for the purpose of determining which replacement tenures:</p> <p>a) the Nānwakolas First Nation(s) requires a replacement Referral from the Provincial Agency before it can provide a response to the Provincial Agency; or</p> <p>b) the Nānwakolas First Nation(s) supports or takes no issue with the replacement thereof; and</p> <p>2.1.4. prepare and forward a letter to the Provincial Agency, signed by the Nānwakolas First Nation(s), setting out the determinations made under paragraphs 2.1.3 a) and b) in Step 2.0.</p>
<p>3.0</p>	<p>Clearinghouse Interaction:</p> <p>3.1. Upon receipt of a replacement Referral as requested in Step 2.0, the Clearinghouse will:</p> <p>3.1.1. provide a copy of a Referral to the relevant Nānwakolas First Nation(s);</p> <p>3.1.2. advise the Provincial Agency which Nānwakolas First Nations are relevant to the replacement Referral;</p> <p>3.1.3. work with the relevant Nānwakolas First Nation(s) in developing a written replacement Referral response; and</p> <p>3.1.4. facilitate discussion between the Provincial Agency and the Nānwakolas First Nation(s) regarding the replacement Referral, if required.</p>
<p>4.0</p>	<p>Content of replacement Referral Response:</p> <p>4.1. A replacement Referral response:</p> <p>4.1.1. will identify the nature of the Section 35 Rights and potential infringements, if any, of a Section 35 Right related to the replacement tenure;</p> <p>4.1.2. will identify First Nations' concerns related to the replacement tenure, if any;</p> <p>4.1.3. will advise whether the relevant Nānwakolas First Nation(s) supports or does not support the replacement tenure;</p> <p>4.1.4. may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision;</p> <p>4.1.5. may advise the Provincial Agency of additional information, studies or technical work that the relevant Nānwakolas First Nation(s) considers should be provided or completed to inform the replacement Referral response; and</p> <p>4.1.6. may request a meeting to follow-up on specified matters of interest as detailed within the replacement Referral response.</p>

5.0	<p>Delivery of Referral Response:</p> <p>5.1. The Clearinghouse will forward a specific replacement Referral response to the Provincial Agency prior to 3 months of the tenure expiry date associated with the replacement Referral.</p>
6.0	<p>Extension of Referral response time</p> <p>6.1. If the Clearinghouse cannot provide a Referral response to the Provincial Agency three (3) months before the expiration date of the tenure, the Clearinghouse will notify the Provincial Agency before the three month expiration date with a request to extend the response timeframe, and the Clearinghouse and the Provincial Agency will seek to identify a revised timeframe for the submission of the Referral response that, where possible, is consistent with administrative time frames of the Provincial Decision-Maker.</p>
7.0	<p>Where No Response Received:</p> <p>7.1. Where a replacement Referral response has not been received 3 months prior of the tenure expiry date associated with the replacement Referral and there has been no request for an extension of the timeframe under step 6.1, the Provincial Decision-Maker may proceed to Step 10.0 – Next Steps.</p> <p>7.2. Where no replacement Referral has been requested as per Step 2.0, and no response is received by the Provincial Agency on behalf of the Nanwakolas First Nation(s), with respect to the list of replacement tenures identified in Step 1.0, the Provincial Decision-Maker may proceed to Step 10.0 – Next Steps.</p>
8.0	<p>Dialogue:</p> <p>8.1. Following submission of a Referral response and at the request of either the Nanwakolas First Nation(s) or the Provincial Agency, representatives from the Provincial Agency and the Clearinghouse will jointly attempt to organize dialogue among the relevant Nanwakolas First Nation(s) and the Provincial Agency in an attempt to address any outstanding issues raised in the Referral response. If a meeting is organized to facilitate dialogue, such a meeting will occur no later than 40 Business Days before the expiry of the tenure at issue, unless representatives from the Provincial Agency and the Clearinghouse agree to another time for a meeting.</p>
9.0	<p>Written Record of Dialogue:</p> <p>9.1. The following will be concluded within 10 Business Days after completion of the dialogue referred to in Step 8.0:</p> <p>9.1.1. the Clearinghouse and the Provincial Agency will seek to develop a joint written record of dialogue for confirmation by the Nanwakolas First Nation(s) and the Provincial Agency; or</p> <p>9.1.2. if a jointly confirmed written record is not possible, the Nanwakolas First Nation(s) and the Provincial Agency may submit to the Provincial Decision-Maker their own written record of the dialogue.</p>

10.0	<p>Provincial Decision-Maker – Next Steps:</p> <p>10.1. The Provincial Decision-Maker will be provided with the Referral response and with copies of any written record of the dialogue referred to in Step 9.0, and will determine the appropriate next steps, including considering making a decision on the Application without further consultation with the N̄nwaḱolas First Nation(s) or on whether further consultation with the N̄nwaḱolas First Nation(s) is still required.</p>
11.0	<p>Notification to Clearinghouse:</p> <p>11.1. The Provincial Decision-Maker or Provincial Agency will notify the Clearinghouse in writing as to:</p> <p>11.1.1. the next steps proposed with respect to consultation, if any, or</p> <p>11.1.2. the decision made regarding the replacement Application, including the details of any measures taken to accommodate the potential infringement of a Section 35 Right, if any, and the treatment, if any, afforded to any other identified concerns raised by the relevant N̄nwaḱolas First Nation(s) regarding the Application.</p>
12.0	<p>Clearinghouse Notification of Decision to First Nation:</p> <p>12.1. The Clearinghouse will notify the relevant N̄nwaḱolas First Nation(s) of the decision made by the Provincial Decision-Maker.</p>

SPECIALIZED ENGAGEMENT STEPS - LEVEL 5 – TO SUPPORT K’ÓMOKS AQUACULTURE INTERIM MEASURES AGREEMENT (IMA):

All Aquaculture Applications under *Land Act* (including batched replacements)

The Parties have agreed to the Referral processes within the K’ómoks First Nation territory (consistent with Schedule G of the IMA outlined in the steps below for:

1. Batched replacement of expiring aquaculture Applications, and
2. All other aquaculture Applications under the *Land Act* including assignments, amendments to Applications where there are changes to the site or development plan, new Applications (license or lease) for commercial cultivation of finfish (marine or freshwater), shellfish or other marine species, and investigative permits for aquaculture.

REFERRAL RESPONSE TIMEFRAME TABLE

Level 5 – <i>Land Act</i> aquaculture Applications in K’ómoks First Nation territory	60 Business Days
--------------------------------------------------------------------------------------	------------------

Steps #	
1.0	<p>Provision of list of replacement Applications:</p> <p>1.1. A list of aquaculture Applications within K’ómoks First Nation (KFN) Territory scheduled for replacement will be included in the list sent to the Clearinghouse annually at least six months before the expiry of the earliest Application on the list, in the form of a table or spreadsheet, showing the locations and the information indicated below for each replacement Application:</p> <p style="margin-left: 20px;">1.1.1 details on the specific geographic area covered by the Application, where possible in Geographic Information System (GIS) shape file format;</p> <p style="margin-left: 20px;">1.1.2 details on the particular type of permit, license or other Application;</p> <p style="margin-left: 20px;">1.1.3 permitted use being undertaken;</p> <p style="margin-left: 20px;">1.1.4 the Integrated Land and Resource Registry file number, if applicable;</p> <p style="margin-left: 20px;">1.1.5 any management plans; and</p> <p style="margin-left: 20px;">1.1.6 access to an existing electronic data base that will allow for identification of the name and contact information of the (present) holder of the particular permit, license or other Application, subject to <i>the Freedom of Information and Protection of Privacy Act</i>, or other agreed to mechanisms.</p>

	1.1.7 the expiration date for each existing permit, license or other Application.
2.0	<p>Provision of Referral:</p> <p>2.1. For all other decisions relating to aquaculture under the <i>Land Act</i> within the K'ómoks First Nation territory including assignments, amendments to Applications where there are changes to the site or development plan, new Applications (license or lease) for commercial cultivation of finfish (marine or freshwater), shellfish or other marine species, and investigative permits for aquaculture, the Provincial Agency will provide the Clearinghouse with a Referral as soon as is practicable following receipt of an Application by the Provincial Agency. Every Application will be assessed as a Level 5 Referral.</p> <p>2.2. For each Application, the Provincial Agency will provide supporting information as detailed in Steps 1.1.1 to 1.1.6.</p>
3.0	<p>Clearinghouse Interaction</p> <p>3.1. Upon receipt of the list referred to in Step 1.1, the Clearinghouse will:</p> <p>3.1.1. create separate Referrals for each <i>Land Act</i> aquaculture Application scheduled for replacement in KFN traditional territory</p> <p>3.1.2. provide a copy of the Referral to KFN as soon as practicable;</p> <p>3.1.3. send correspondence to the Provincial Agency within 10 Business Days which includes:</p> <ul style="list-style-type: none"> a) Nanwakolas Clearinghouse file number; b) Provincial file number; c) Confirmation of Engagement Level 5; and d) Referral Response Timeframe. <p>3.2. Upon receipt of a Referral for an Application as described in Step 2.1, the Clearinghouse will:</p> <p>3.2.1. provide a copy of the Referral to KFN as soon as practicable;</p> <p>3.2.2. send correspondence to the Provincial Agency within 10 Business Days which includes information as outlined in 3.1.3 a-d.</p>
4.0	<p>Content of Referral Response:</p> <p>4.1. KFN will prepare a Referral response. A Referral response:</p> <p>4.1.1. will identify the nature of the Section 35 Rights and potential infringements, if any, of a Section 35 Right related to the Application;</p> <p>4.1.2. will identify KFN's concerns related to the Application, if any;</p> <p>4.1.3. will advise whether the KFN does or does not support the Application;</p> <p>4.1.4. may propose ways in which a potential infringement of a Section 35 Right may be accommodated and potential conditions related to the decision; and,</p>

	4.1.5. may advise the Provincial Agency of additional information, studies or technical work that KFN considers should be provided or completed to inform a Referral response.
5.0	<p>Delivery of Referral Response:</p> <p>5.1. The Clearinghouse will forward the Referral response to the Provincial Agency within the Referral Response Timeframe.</p> <p>5.2. If the Referral response is supportive of the Application, the Provincial Decision-Maker may proceed to Step 10.</p>
6.0	<p>Extension of Referral Response Timeframe:</p> <p>6.1. If a Referral response may not be provided within the Referral Response Timeframe, the Clearinghouse will notify the Provincial Agency of such and of the reasons for the proposed extension as soon as possible. The Clearinghouse and the Provincial Agency will then attempt to identify a revised timeframe for the submission of the Referral response that, where possible, is consistent with administrative timeframes of the Provincial Decision-Maker.</p>
7.0	<p>Reminder Letter if No Referral Response Received:</p> <p>7.1. Where a Referral response has not been received by the 45th Business Day of the Referral Response Timeframe, or no revised timeframe has been requested by the Clearinghouse pursuant to Step 6 by that time, the Provincial Agency will send a reminder letter to the Clearinghouse requesting a Referral response from KFN within the Referral Response Timeframe and advising that the Provincial Agency may initiate steps outlined in the Aquaculture Review Committee Terms of Reference if no response is received by the end of the Referral Response Timeframe.</p> <p>7.2. At the time of sending the reminder letter, the Province will send a copy of that letter to the KFN Aquaculture Review Committee (ARC) representative.</p> <p>7.3. The KFN ARC representative may offer assistance to KFN with respect to preparing a Referral response.</p>
8.0	<p>Dialogue:</p> <p>8.1. Following submission of a Referral response and at the request of either KFN or the Provincial Agency, representatives from the Provincial Agency and the Clearinghouse will jointly attempt to organize dialogue between KFN and the Provincial Agency and, if requested, the Applicant, in an attempt to address any outstanding issues raised in the Referral response. If a meeting is organized to facilitate dialogue, such a meeting will occur as soon as practical, but within 20 Business Days from receipt of the Referral response by the Provincial Agency.</p> <p>8.2. If further meetings are required to address the outstanding issues raised in the Referral response, and if it is the view of all Parties that further dialogue is likely to be productive, an additional 20 Business Days will be granted to allow the participants to conclude the dialogue.</p>
9.0	<p>Written Record of Dialogue:</p> <p>9.1. Within 10 Business Days after completion of the dialogue referred to in Step 8 the Clearinghouse and the Provincial Agency will</p>

	<p>seek to develop a joint written record of dialogue for confirmation by the KFN and the Provincial Agency.</p> <p>9.2. If a jointly confirmed written record is not possible, within 15 Business Days after completion of the dialogue, the KFN and the Provincial Agency may submit to the Provincial Decision-Maker their own written record of the dialogue.</p> <p>9.3. Upon receipt by the Provincial Decision-Maker of any written records referred to in this Step, or if no written record is received within the allotted timeframes, the Provincial Agency may proceed to Step 10.</p>
10.0	<p>Collaborative Decision-Making and Decision Notification to Aquaculture Review Committee:</p> <p>10.1. The Provincial Agency will initiate steps outlined in the ARC Terms of Reference (TOR).</p> <p>10.2. If the information package provided to the ARC indicates that there has been no Referral response from the KFN, then the KFN ARC representative will follow up with the KFN to enquire about the lack of response within the time period prior to the ARC meeting. If a Referral response is provided to the KFN ARC representative, it will be considered by the ARC committee. If no Referral response is provided by KFN, the ARC will proceed in accordance with the steps outlined in the ARC TOR.</p> <p>10.3. Where a Referral response is provided and the KFN requests a dialogue and provides written reason for not responding earlier, with the consent of the Provincial Decision Maker, the Chair of the ARC may request, that the Clearinghouse attempt to organize a dialogue.</p> <p>10.4. If no consent is granted, or if the dialogue cannot be organized within 10 Business Days, the ARC will proceed in accordance with steps outlined in the ARC TOR.</p>
11.0	<p>Notification of Decision to K'ómoks First Nation and Clearinghouse:</p> <p>11.1. Notification of decisions resulting from aquaculture Applications in the KFN traditional territory will be provided to ARC representatives and the Nānwaḱolas Clearinghouse as per the ARC TOR.</p>

MINES ACT PERMITS

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *MINES ACT* PERMITS

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Non-Mechanized Exploration Activity if permitted, for example:
<ul style="list-style-type: none"> - Ground geophysical surveying with the use of exposed, energized electrodes
Amendments and Private Land, if permitted
<ul style="list-style-type: none"> - Minor amendments to previously approved permits (no footprint expansion) - <i>Mines Act</i> permits on private land
LEVEL 2 – LIMITED
Mechanized Exploration Activity on Previously Disturbed Areas
<ul style="list-style-type: none"> - < 100 m cut lines - Geophysical survey including energized electrodes and seismic survey - Drill from existing pad or within the prism of existing roads/trails, may include temporary camp - Heli-supported drilling program with or without temporary camp
LEVEL 5 – SPECIAL PROJECTS/INITIATIVES
Major Sand and Gravel/Quarry Operations (authorizations under <i>Mines Act</i> for major projects exceeding Environmental Assessment threshold)
Metal and Coal Mine (authorizations under <i>Mines Act</i> for major projects exceeding Environmental Assessment threshold)
Metal, Aggregate and Coal Mine (below Environmental Assessment threshold through Regional Mine Development Review Process)

2. IMPACT TABLE - *MINES ACT* PERMITS

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
	Roads 5 km or less	Roads > 5km
	<p>Small Exploration: Total Disturbance < 2ha</p> <ul style="list-style-type: none"> - 12 drill holes, 500 m trenching, small camp (<i>Health Authority</i> not required) <p style="text-align: center;">Sand and Gravel/Quarry < 2 ha Placer Mining < 2 ha</p>	<p>Advanced Exploration (new or amendment): Total Disturbance ≥ 2 ha</p> <ul style="list-style-type: none"> - 12 drill holes, large camp (<i>Health Authority</i> required), > 500m trenching <p style="text-align: center;">Sand and Gravel/Quarry or Placer Mining ≥ 2 ha and < Environmental Assessment threshold</p>

3. REFERRAL RESPONSE TIME FRAME TABLE - *MINES ACT* PERMITS:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

PARK ACT AND PROTECTED AREAS OF BRITISH COLUMBIA ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *PARK ACT AND PROTECTED AREAS OF BRITISH COLUMBIA ACT:*

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
Park Use Permits - Research – no site alterations; Commercial filming – no site alteration or disturbance
LEVEL 2 – STREAMLINED
Commercial Recreation – using developed facilities
Park Use Permit Renewal with no modifications *
Park Use Permit Permit modifications and renewal with modifications
Park Use Permits Commercial filming - site alteration/ disturbance - <u>5 days</u>
LEVEL 5 – SPECIAL PROJECTS/INITIATIVES
Strategic Planning (such as Park Management Plans, Boundary Changes, Fire management plans, ecosystem restoration plans, forest health plans);
Park Use Permits – Engagement with Nānwaḱolas First Nations with Collaborative Management Agreements referenced in 6.2 and 6.3 of the Engagement Framework (Appendix B) will be in accordance with processes set out in the Collaborative Management Agreements for the review of applications for Park Use Permits (See level 5 engagement steps below).

***Note:**The Parties agree that they will discuss current park use permits in the Traditional Territories with the intent that at the conclusion of such dialogue the Parties will seek agreement to amend Appendix C to move the renewals of park use permits, or subsets thereof, to a predetermined Engagement Level 1.

2. IMPACT TABLE - *PARK ACT AND PROTECTED AREAS OF BRITISH COLUMBIA ACT:*

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
Park Use Permits Communication sites < 1 ha (e.g. repeaters)	Park Use Permits Research - with site alterations / disturbance; Commercial Recreation – new facilities required; Fixed-roof accommodation – small /compact; Roadways; Rights-of-way (utilities, <25 km); Communication sites > 1 ha; Land Use/Occupancy; Private moorage (docks, wharves); Log handling (storage, sorts); <i>Wildlife Act</i> related park use permits; Alternative power/ independent power projects	Park Use Permits Rights-of-way (utilities, >25 km); Fixed-roof accommodation – large / extensive use area; Aquaculture (shellfish, finfish); Resource extractions; Quarrying (rock or aggregate removal) – under Environmental Assessment threshold

3. REFERRAL RESPONSE TIME FRAME TABLE - *PARK ACT AND PROTECTED AREAS OF BRITISH COLUMBIA ACT:*

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

4. SPECIALIZED ENGAGEMENT STEPS – LEVEL 5

Collaborative Management Agreements

Park Use Permits – Engagement with Nānwaḱolas First Nations with Collaborative Management Agreements referenced in 6.2 and 6.3 of the Engagement Framework (Appendix B) will be in accordance with processes set out in the Collaborative Management Agreements for the review of applications for Park Use Permits.

WATER ACT AND DIKE MAINTENANCE ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *WATER ACT AND DIKE MAINTENANCE ACT*:

(THESE DO NOT GO THROUGH THE ENGAGEMENT MATRIX)

LEVEL 1 – NOTIFICATION
<p>Water licence amendments (changes to existing water licences) – name change, works changes on private land, transfer, apportionment, re-description, extension of time, cancellation/abandonment,</p> <p>Dike Maintenance Act – regular dike maintenance</p> <p>Dam Safety regulations – regular maintenance and repair</p> <p>Water licensing – domestic on all sources that do not involve crown land</p> <p>Quick licensing – domestic and irrigation on noted sources to limited amounts</p> <p>Orders to regulate water use or in stream activities</p> <p>Issuance of order to well owner</p> <p>Part 7 Notification regulations of Section 9 work in and about a stream</p> <p>Section 8 Short term use of water when FN do not hold a water licence downstream of application site</p>
LEVEL 5 – SPECIAL PROJECTS/INITIATIVES
Water Reserves
Water Management Plans
Water Allocation Plans
<p>Education: (Water Stewardship Division outreach program); Quick licensing process and noted sources; Ground Water regulations and process; Work in and about a stream process; sect. 8 regional short term use policy; Vancouver Island existing allocation plans/water management plans; Dam and Dike program; Vancouver Island regional water policy document; Existing BC Hydro water use plans; Drinking Water protection process.</p>

2. IMPACT TABLE - WATER ACT AND DIKE MAINTENANCE ACT:

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
New Water licences conservation; power purposes (residential), agriculture less than 5 acre feet,	New Dikes, major dike repairs/reconstruction (<i>Dike Maintenance Act</i>)	New Water licences – mine operations; water works (local community drinking water); storage (dams); power purposes (commercial and general (sect. 12.2))
Water licence amendment - works changes on Crown Land (Permit over Crown Lands) (PCL)	New Water licences – agriculture greater than 5 acre feet, industrial & commercial, land improvements	
Approval - Changes in & about a stream - Section 9 Approvals with the following criteria: >500 metres from an Indian Reserve, and >500 metres from an archaeological sites, and >500 metres from water licences held by First Nations, and no negative impacts to fish habitat	Approval - Changes in & about a stream - Section 9 approvals with the following criteria: ≤500 metres of an Indian Reserve, or ≤500 metres from an archaeological site, or ≤500 metres from a water licences held by First Nations, or negative impacts to fish habitat	
Water licence amendment - change in base flow requirements		
Permit over Crown Land – sect. 26		
Section 8 Short term use of water when FN hold a water licence downstream of application site		

3. REFERRAL RESPONSE TIME FRAME TABLE - WATER ACT, DIKE MAINTENANCE ACT:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

WILDLIFE ACT

1. PREDETERMINED ENGAGEMENT LEVEL TABLE - *WILDLIFE ACT*:

(THESE DO NOT GO THROUGH THE SPATIAL MATRIX)

LEVEL 1 – NOTIFICATION
Guide Outfitting Licenses – annual administrative changes to annual licences other than quota adjustments
Provincial Agency Operational Work: Habitat enhancement/ecosystem restoration; Lake stocking; Lake enhancement (aeration, fertilize) Stream enhancement; wildlife transplants; release of rehabilitated animals, research permits
Trapline –disposition of active trapline (e.g. transfer)
Trapline Cabins – transfers of existing trapline cabins
LEVEL 3 – STANDARD
Allocation decisions - allocations for wildlife or angling rod days on classified waters (includes First Nation and non-First Nation allocations)
Angling regulations - gear restrictions, seasons, quotas, water bodies resulting in liberalization of opportunity to harvest
Guide Outfitting Certificates: new, transfer, disposal of and renewal
Hunting and trapping regulations - gear restrictions, seasons, quotas, species resulting in liberalization of opportunity to harvest
Provincial Agency Operational Work: wildlife transplants (allocated species e.g. Roosevelt elk, grizzly bears , species at risk)
Trapline – issuance of new or vacant trapline or changes to boundaries
Trapline Cabins –new applications
Transporter licences (license to carry equipment for hunters/angler) – Issuance of new, amendments, transfers
Transporters: Transporter Management plans
Wildlife Habitat Areas - area amendment, changes to permitted uses or activities with ground disturbance which may affect the values for which the WHA was designated.
Wildlife Management Areas - area amendment, changes to permitted uses or activities with ground disturbance which may affect the values for which the WMA was designated.
Wildlife Species Management Plans, Guidelines and Best Management Practices - target levels for growth of populations and transplant plans
LEVEL 5 – SPECIAL PROJECTS/INITIATIVES
Angling: Angling management plans for a water body
Wildlife Management: Wildlife Species management plans;

Note: The Provincial Agency will provide a map of existing traplines, boundaries and trapline #.

2. IMPACT TABLE - WILDLIFE ACT:

Low Bio-Physical Impact	Moderate Bio-Physical Impact	High Bio-Physical Impact
None	None	None

3. REFERRAL RESPONSE TIME FRAME TABLE - WILDLIFE ACT:

Level 1 - Notification	n/a
Level 2 – Streamlined	15 Business Days
Level 3 – Standard	25 Business Days
Level 4 - Deep	30 Business Days
Level 5 – Special projects/Initiatives	To be developed

Appendix D – Spatial Criteria Table

Data Layers and Point Values to consider in determining the “Area Significance” in the Engagement Matrix – the sum of the point values for the applicable spatial layers determines the Area Significance designation (i.e. Higher, Moderate or Lower)

1. Layers To Be Assessed by Provincial Agencies:

Spatial Layer	Attributes and Buffers¹	Point Value
Biodiversity Areas	Inside Biodiversity, Mining and Tourism Areas (BMTA)	9
Culturally Sensitive Area	Inside Culturally Sensitive Area (Detailed Strategic Plans)	5
Traditional Use Study (TUS) Areas & Sites	Inside TUS Point Buffer (50m)	9
	Inside TUS Polygon	9
Indian Reserves	Inside Buffer (1000m)	9
Forest Cover (known to government)	Good	7
	Medium	4
	Poor	1
Proximity to Water	Important Fisheries Watershed	7
	250K Coastline (150m Buffer)	5
	250K Lakes (100m Buffer)& 250K Streams (100m Buffer)	3
Visual Quality Objectives	Preservation	5
	Retention	4
	Partial Retention	2
	Modification	1
Red Listed Ecosystems	Ecosystem Based Management (EBM) Land Use Order (LUO) and Spatially Defined	5
Clam Beds	Inside Buffer (100m)	4
Herring Spawn	Inside Buffer (100m)	4
Holding Areas	Inside Buffer (100m)	4
Eelgrass Beds	Inside Buffer (100m)	4
Kelp Beds	Inside Buffer (100m)	4
Area Under Agreement	Within Boundary	1

Area Significance Designations:

Lower Significance = point values 1 to 13

Moderate Significance = point values 14 to 23

Higher Significance = point values 24+

2. Layers To Be Assessed by Nanwakolas Clearinghouse:

Identified Areas of Economic Interest Under Provincial Agency Agreement	Inside Interest Area (see s.4.5 of Appendix B)	Override to Level 3
Archaeology Sites	Inside Buffer (50m) (see s.4.6 of Appendix B)	Override to Level 4
Nanwakolas Known Archaeology and Cultural Sites	Inside Interest Area (see s.4.6 of Appendix B)	Override to Level 4

¹ Please refer to the technical information within the *Guidance Document* for specific direction on relevant Land and Resource Data Warehouse layers to use and required data processing.