TŜILHQOT'IN STEWARDSHIP AGREEMENT

Among the Province of British Columbia, the Tŝilhqot'in Nation and the Tŝilhqot'in National Government

A STRATEGIC ENGAGEMENT AGREEMENT FOR SHARED DECISION-MAKING

RESPECTING LAND AND RESOURCE MANAGEMENT

2024 – 2027 AGREEMENT

Shared Vision / Nenduwh Gayenidẑen

The Province of British Columbia and the Tŝilhqot'in Nation have a shared vision that relates to the development of a Cooperative Land and Resources Management Framework Agreement and includes the following:

BC Government belh Tŝilhqot'in /elhelh /anajetatinlh gugowh nench'ed nendid gunlin gat@'i, nendid xanelhyax, tu, t@i belh nulh tah gat@'i nenduwh jid ji/enats'etat'in gajegwetalilh:

The Tŝilhqot'in Nation and British Columbia seek to achieve clarity and certainty with respect to their relationships and interests respecting rights, titles and authorities.

Tŝilhqot'in belh BC Government sutsel gagunlhanwh /egwijiyenu^in jegunt'in gugowh hunlht'i jid su /elhelh /enats'etat'in hink'an gugowh nen nendan guts'enz gunlin hink'an nendan nen gwa/enadetani gagunlhchugh gwech'ighanije@ed.

The Tŝilhqot'in Stewardship Agreement (TSA) respects Tŝilhqot'in rights with the goal of ensuring they are reflected in the outcomes of land and resource management in Tŝilhqot'in territory.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) Tŝilhqot'in gubech'egwilex yádí ts'egúlh/ín /eyed ts'egwcnilh/in gwcghád /inlhés gubadánits'e^ed gúbenén hínk'an gwéts'enz nengwe/anadidi xagwalt@ig /eyed sútsél gwats'aghétátínlh.

The TSA is a bridging step in addressing Tŝilhqot'in aboriginal title interests in Tŝilhqot'in territory.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) gwa /enajet'in /in gugowh Tŝilhqot'in nen gubaxats'egwent'an /eguh gagunlhchugh sutsel ninajegweta/alh hagunt'ih.

British Columbia and the Tŝilhqot'in Nation agree to work toward more advanced forms of shared decision-making for land and resources within Tŝilhqot'in territory.

BC Government belh Tŝilhqot'in /elhelh /ajededinh Tŝilhqot'in nen su nijegughu/alh jegu@t'in, gugowh /elhelh nen belh nendid nench'ed gunlin gat@'i (nendid xanelhyax, tu, t@i belh nulh tah gat@'i) hutalht'ilh /eguh nijegweta/alh.

The TSA will provide a government-to-government process based on trust and respect.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) gwa /enajet'in /in sutsel /elhelh /enats'et'in nijegweta/alh; gugowh nits'il'in /elhghen ninindil sutsel /elhju^ilt@'an /eguh su t@'idane@ /elhelh yats'elt&g /egu jigunlht'ih jegwetalh/inlh.

The TSA will build capacity of the Tŝilhqot'in Nation to engage effectively on an interim basis without negatively impacting future recognition and reconciliation initiatives involving Tŝilhqot'in rights and title.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) gwa /enajet'in /in sutsel Tŝilhqot'in belh /ajetat'inlh, seniya tah bid. /Ech'an danh gugowh /elhelh yats'elt&g danh gugowh Tŝilhqot'in nen hink'an nendid Tŝilhqot'in nen ch'ed gunlin gat@'i (nendid xanelhyax, tu, t@i belh nulh tah gat@'i) /eyi sadanx dechen-ts'edaghinlhtan gwech'ih /ats'etut'anx qe'ajegwetalh/inlh.

The TSA will address the interests of government to engage meaningfully with the Tŝilhqot'in on matters of land and resource management in a way that is effective and forward looking.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) gwa /enajet'in /in guyen BC Government nendid ju@t'in /eyi, gugowh Tŝilhqot'in nen hink'an nendid Tŝilhqot'in nen ch'ed gunlin gat@'i (nendid xanelhyax, tu, t@i belh nulh tah gat@'i) /eyi gat@'i sutsel Tŝilhqot'in belh nits'egughu/alh qe/ajegwetalh'inlh. Tŝilhqot'in guch'iziqi chuh gubadanit@'e^ed gweghad nidats'egwetalilh.

The TSA creates an overarching framework to which more detailed revenue-sharing and resource-specific policies, protocols and agreements can be appended.

Nendid Tŝilhqot'in Gwa/anájédení Níts'égughení/an (TSA) gwa /enajet'in /in gwa gu/en jid destl'es /enajetalilh, gugowh beghad seniya /elhelh bi/enats'etat'in ta/agunt'ih tah, gu Tŝilhqot'in gunen ch'ed nendidah gunlin gat@'i (nendid xanelhyax, tu, t@i belh nulh tah gat@'i) gwa dechen-ts'edilhtan gagunt'ih gwa destl'es xenyajedetalilh.

This Agreement is dated for reference the 1 day of April 2024 and replaces all previous stewardship Agreements BETWEEN

HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Indigenous Relations and Reconciliation
("British Columbia")

and

TŜILHQOT'IN NATION
as represented by:
Xeni Gwet'in First Nations Government,
Tsideldel First Nation,
Tl'etinqox Government,
ʔʔEsdilagh First Nation,
Toosey First Nation, and
Yunesitin Government

and

TŜILHQOT'IN NATIONAL GOVERNMENT (TNG)
as represented by the Executive Director and Tribal Chair

(Collectively referred to as the "Parties")

WHEREAS

British Columbia and the Tŝilhqot'in Nation have agreed to a Shared Vision for the development of an interim cooperative land and resource management framework agreement and this Agreement supports that Shared Vision.

British Columbia acknowledges that Aboriginal Rights exist within the Agreement Area and that this Framework Agreement is a bridging step to a potential reconciliation of rights, titles and interests.

The Parties acknowledge the Memorandum of Understanding between the Nemiah Valley Indian Band (now Xeni Gwet'in First Nations Government) and British Columbia respecting Tŝ'il?os Park and that this Agreement does not affect its spirit, intent or provisions.

The Engagement Process enabled through this Agreement is intended to provide the Tŝilhqot'in Nation and British Columbia with a clear and equitable process for land and resource management engagements on Crown land.

This Agreement is intended to result in more effective understandings of accommodation options and ways of resolving land and resource disputes among the Parties.

This Agreement commits the Parties to utilizing its provisions in order to achieve reasonable outcomes and respectful and meaningful approaches to Aboriginal Rights in the Agreement Area.

The Parties acknowledge the significance of facilitating Tŝilhqot'in economic development in relation to fulfilling the vision of the Agreement.

The Parties will approach the application of the Engagement Process with perspectives informed by the laws, traditions and culture of the Tŝilhqot'in Nation, and by the laws of British Columbia.

The Parties recognize that the successful implementation of this Agreement, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences, which arise between them.

The Tŝilhqot'in hold proven aboriginal rights in the Court Case Area declared by Mr. Justice Vickers in his judgment dated November 20, 2007 and as affirmed by the BC Court of Appeal in its reasons for judgment of June 27, 2012:

> *The Tŝilhqot'in people have an Aboriginal right to hunt and trap birds and animals throughout the Claim Area (as defined in the trial judgment) for the purposes of securing animals for work and transportation, food, clothing, shelter, mats, blankets and crafts, as well as for spiritual, ceremonial and cultural uses. This right is inclusive of a right to capture and use horses for transportation and work,*
>
> *The Tŝilhqot'in people have an Aboriginal right to trade in skins and pelts taken from the Claim Area as a means of securing a moderate livelihood.*

The Parties have agreed to approach the Court Case Area, including any settlement options, as a separate matter to be addressed in subsequent government-to-government discussions or a replacement Agreement.

Therefore, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement, including the Appendices:

"Aboriginal Rights" means Tŝilhqot'in Nation's asserted or determined aboriginal rights, including aboriginal title, as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

"Agreement" means this Tŝilhqot'in Stewardship Agreement including its Appendices that form parts of this agreement as amended from time to time;

"Agreement Area" means the area within the TSA zones set out in Appendix C, also referred to as engagement zones.

"Agreement Working Group" means the Responsible Officials and their delegates;

"Applicant" means an individual, corporation or agency that makes an Application;

"Application" means an application, including the application document, any materials for amendment, renewal or replacement approvals, and all supporting information and material submitted by an applicant and received by one of the Provincial Agencies implementing this Agreement, and that is determined to require consultation;

"Business Day" means any day other than Saturday, Sunday, Lhats'as?in Memorial Day, National Aboriginal Day, a statutory holiday and up to 5 other days agreed upon by the Responsible Officials in accordance with the guidance in Appendix D;

"Court Case Area" means that area outlined and identified as the Engagement Zone D in Appendix C and that is set out for the purposes of implementing this Agreement, and for greater certainty is without prejudice to positions that Parties may take on this area in any legal proceedings or related negotiations;

"Economic Engagement Coordinator" means the representative of each Party appointed by that Party to carry out responsibilities under section 5.3;

"Economic Sub-Table" means the Sub-Table established and described in the Pathway Agreement section 4.1 c.

"Effective Date" means the effective date of this Agreement as set out in section 11.1;

"Effective Start Date" means the Monday after Applications have been submitted through the TNG Portal, or, in the case that Monday is not a Business Day, the next Business Day;

"Engagement Information" means the information pertaining to the Application that the Originating Provincial Agency will provide to TNG in accordance with the requirements for each Engagement Level as set out in the Implementation Plan;

"Engagement Level" means the processes that the Parties will undertake for a given land or resources Application as set out in Appendix A, sections 3 to 8 in the Engagement Process;

"Engagement Process" means the process and principles set out in the Engagement Process in Appendix A which govern how the Parties will engage each other in terms of communications, consultations, shared decision-making and government-to-government relations related to land and resource management matters;

"Engagement Request" means a request from either the TNG or British Columbia to initiate an engagement process in accordance with the Engagement Process that may or may not be related to an Application;

"Fish and Wildlife" means provincially regulated fish and wildlife populations;

"Fish and Wildlife Panel" means the group of Provincial and Tŝilhqot'in representatives as set out and given the responsibilities outlined in section 6.0;

***"Gwets'en Nilt'i Pathway Agreement* "** means the *Gwets'en Nilt'i Pathway Agreement* ("Towards it, We are Striving") tripartite agreement among British Columbia, the Tŝilhqot'in Nation and Canada, dated for reference August 15, 2019, including any amendments, extensions or replacements;

"Implementation Plan" means the written implementation plan for this Agreement that the Parties will maintain as set out in section 3.10 and that is set out in Appendix D;

"Joint Resources Council" means the group of Provincial and Tŝilhqot'in representatives set out in sections 2.7 to 2.11;

"Member Communities" means the Tŝilhqot'in Nation communities that are party to this Agreement and include the following bands: the Xeni Gwet'in First Nations Government, Tsideldel First Nation, Tl'etinqox Government, ??Esdilagh First Nation, Toosey First Nation, and the Yuneŝit'in Government;
?Esdilagh ;

"Modified Level 4 Engagement Process" refers to the specific process for Engagement Requests defined under sections 6.12-6.19 of Appendix A.

***"Nenqay Deni* Accord"** means the reconciliation framework agreement between British Columbia and the Tŝilhqot'in Nation, dated for reference February 11, 2016;

"Originating Provincial Agency" means the Provincial Agency that initiates an Engagement Request with the TNG under the Engagement Process or that is designated as the agency responsible for engaging with the TNG under the Engagement Process;

"Pathway Agreement Working Group" means the representatives of the Tŝilhqot'in Nation and British Columbia also referred to as the "BC Working Group" in accordance with section 4.1 b. of the Gwets'en Nilt'i Pathway Agreement and may operate as both tripartite or bilateral working group as needed pursuant to section 4.3 of the Gwets'en Nilt'i Pathway 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:

1. has authority to make decisions about provincial land or resource use; and

2. is listed in Appendix B;

"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;

*"***Responsible Officials"** means the manager of the Negotiations and Regional Operations Division of the Ministry of Indigenous Relations and Reconciliation (Williams Lake) and the Director of Stewardship within TNG who:

1. are the primary points of contact for this Agreement;

2. have the authorities set out in sections 2.3, 2.6, 2.12, 2.13, 2.14, 2.15, 2.16, 8.1, 8.3, 9.4, 9.5, 10.1, 11.9.1, Appendix A, and Appendix D; and

3. will be accountable to their respective Parties' representatives on all matters referred to in subsection (2) and will be required to demonstrate that accountability in writing;

"Shared Vision" refers to the statement of intent, included at the beginning of this Agreement, that the Parties developed as a guide in the negotiations of this Agreement and as the basis for this Agreement.

"Standard Level 4 Engagement Process" refers to the specific process for Engagement Requests defined under sections 6.5-6.11 of Appendix A.

"Strategic Engagement" refers to the specific process for Engagement Requests defined under section 8.0 of Appendix A;

"TNG" means the Tŝilhqot'in National Government which is a federally incorporated company (Registration Number 3234584) that works on behalf of the Tŝilhqot'in Nation.

"TNG Portal" means the electronic information and communication system administered by the TNG through which Provincial Agencies send Engagement Requests;

"Tŝilhqot'in Nation" means, for the purposes of this Agreement , the Xeni Gwet'in First Nations Government, Tsideldel First Nation, Tl'etinqox Government, ??Esdilagh First Nation, Toosey First Nation, and the Yunesît'in Government;?Esdilagh

"Tŝilhqot'in Stewardship Department" means the division of the Tŝilhqot'in National Government that holds primary responsibility for communications and management of governmental engagements on behalf of TNG under the Engagement Process;

2.0 GOVERNMENT-TO-GOVERNMENT FRAMEWORK

Tŝilhqot'in Nation

2.1 The Member Communities will participate in this Agreement through the TNG as described below.

Tŝilhqot'in National Government

2.2 The Tŝilhqot'in Nation agree that the TNG will represent the Tŝilhqot'in Nation for the purposes of engagements under this Agreement, and that the TNG has the following authorities and responsibilities:

2.2.1 to implement the Engagement Process on behalf of the Tŝilhqot'in Nation and to coordinate Member Communities' involvement in the implementation of the Engagement Process;

2.2.2 to be accountable to the Member Communities for matters relating to the implementation and management of the Engagement Process over time; and

2.2.3 to address potential disputes among Member Communities, or among Member Communities and the TNG, on a matter or Engagement Process subject to this Agreement.

2.3 The Director of Stewardship of the TNG will be the Responsible Official for the Tŝilhqot'in Nation and for TNG and as such, will be the primary Tŝilhqot'in point of contact for this Agreement, which includes matters related to the Engagement Process and the setting of Engagement Levels under section 2 of Appendix A, implementation, interpretation, dispute resolution and amendments in accordance with the provisions of this Agreement, and facilitating guidance from the Pathway Agreement Working Group, as required. The TNG Responsible Official may delegate his/her duties as needed provided he/she does so in writing and informs the Provincial Responsible Official in writing of the identity of the delegated individual.

Provincial Agencies

2.4 The Provincial Agencies listed in Appendix B will implement this Agreement in accordance with its provisions.

2.5 British Columbia, through representatives from the Provincial Agencies listed in Appendix B, will seek to coordinate those engagements with the TNG that involve multiple Provincial Agencies prior to, and during, engagements with the TNG in an effort to reduce capacity demands on all Parties.

2.6 The Responsible Official for British Columbia will be the primary provincial point of contact for this Agreement, which includes dealing with matters related to the Engagement Process and the setting of Engagement Levels under section 2 of Appendix A,

as requested, dealing with matters related to implementation issues, interpretation of this Agreement, dispute resolution and amendments in accordance with the provisions of this Agreement, and facilitating guidance from the Pathway Agreement Working Group, as required. The Provincial Responsible Official may delegate his/her duties as needed provided he/she does so in writing and informs the TNG Responsible Official in writing of the delegated individual.

Joint Resources Council

2.7 The Parties will maintain a bilateral Joint Resources Council as a technical venue which will operate in accordance with this Agreement and the Engagement Process.

2.8 The Joint Resources Council will include provincial and Tŝilhqot'in representatives and the number of representatives who may participate may vary depending on the matters raised by the Engagement Request or other topic the Joint Resources Council may address.

2.9 The Joint Resources Council will be co-chaired by the Responsible Official for the TNG and the Responsible Official for British Columbia.

2.10 The provincial representatives and Tŝilhqot'in representatives on the Joint Resources Council will review the terms of reference for the Joint Resources Council as needed to ensure it is consistent with this Agreement.

2.11 The Joint Resources Council will meet monthly, or as agreed, to share information and review the implementation of this Agreement.

Responsible Officials Roles and Oversight

2.12 The Responsible Officials will maintain oversight in accordance with this Agreement and the Engagement Process and will act as the primary link to the Pathway Agreement Working Group. The Pathway Agreement Working Group will be the primary government-to-government forum among the Parties.

2.13 The Responsible Officials' oversight responsibilities include resolving or forwarding to the Pathway Agreement working group issues related to:

2.13.1 providing strategic direction to the Joint Resources Council, the Fish and Wildlife Panel, and sub-committees established, referenced by, or given responsibility under this Agreement

2.13.2 considering Strategic Engagements and Tŝilhqot'in Nation Engagement as defined under section 9 of Appendix A; and

2.13.3 ensuring the Pathway Agreement Working Group discusses and attempts to resolve non-consensus recommendations or other issues that the Responsible Officials determine cannot be resolved or properly addressed at the Joint Resources Council level.

2.14 The Responsible Officials will jointly prepare briefing packages and annual reports to the Pathway Agreement Working Group as referred to in section 10 of this agreement. Responsible Officials will distribute the annual report internally within their respective organizations upon approval of the Pathway Agreement Working Group.

2.15 The Parties acknowledge that decisions made amongst the Tŝilhqot'in Nation and TNG, and within Provincial Agencies may differ, but the Parties will strive to reach consensus for decisions made under this Agreement and are committed to addressing any differences and attempting to resolve them.

2.16 The Responsible Officials will work with the Pathway Agreement Working Group and consider the nature of the matter being addressed to determine the appropriate representatives for the meeting under section 2.13.3.

3.0 TŜILHQOT'IN & PROVINCIAL ENGAGEMENTS

3.1 The Provincial Agencies will engage with TNG on behalf of the Tŝilhqot'in Nation in accordance with the Engagement Process when a Provincial Agency receives an Application applicable to the Agreement Area, or otherwise is required to consult with, and where appropriate, accommodate the Tŝilhqot'in Nation within the Agreement Area, or pursuant to section 2.9 of Appendix A.

3.2 If a Provincial Agency determines it is required to consult with the Tŝilhqot'in Nation in the Agreement Area on a proposed decision and that decision is not triggered by an Application made by a third party, the Provincial Agency will deal with the matter for the purposes of this Agreement, and will engage the TNG in accordance with the Engagement Process, as if the matter was subject to an Application. For greater certainty, for the purposes of implementing the Engagement Process, those types of proposed decisions requiring engagements with the TNG are to be interpreted as Applications, and the engagement provisions respecting Applications will apply in all respects to those proposed decisions.

3.3 The Parties acknowledge that engagements and consultation by the Provincial Agencies with the TNG on behalf of the Tŝilhqot'in Nation in accordance with the Engagement Process will constitute the means by which Provincial Agencies will fulfill legal consultation obligations in relation to TNG and the Tŝilhqot'in Nation with respect to the Agreement Area and will provide the means by which potential accommodation options related to Aboriginal Rights may be identified by Provincial Agencies to assist them in fulfilling, where necessary, their legal accommodation obligations in relation to the Tŝilhqot'in Nation.

3.4 For greater certainty, and except for section 2.9 of Appendix A, Provincial Agencies will not be required to consult with the Tŝilhqot'in Nation or TNG in Crown land areas other than those set out in the Agreement Area.

3.5 During the term of this Agreement, Provincial Agencies will engage the Tŝilhqot'in Nation in the Court Case Area in accordance with constitutional and common law obligations.

3.6 TNG will engage Provincial Agencies on behalf of Tŝilhqot'in Nation in accordance with the principles and processes of the Engagement Process as it provides mechanisms for TNG to initiate and raise matters of interest with British Columbia.

3.7 For greater certainty, where a Provincial Agency engages TNG in accordance with the Engagement Process the Provincial Agency will not be required to consult separately with, or to provide duplicate Engagement Requests to, Member Communities, unless the TNG provides notice through the TNG Portal to British Columbia that a Member Community is taking the lead role in that Engagement Process.

3.8 Where TNG provides notice to a Provincial Agency under section 3.7, the Provincial Agency will engage directly with Member Community representatives in accordance with the Engagement Process and will also maintain correspondence with the TNG via the TNG Portal as a means by which the Provincial Agency will fulfil legal consultations obligations as set out in 3.3.

3.9 The Parties will maintain a written guide to assist staff in implementing this Agreement. Over time, the Responsible Officials may amend this guide in response to their experiences with implementing this Agreement.

3.10 The Parties will implement the Implementation Plan set out in Appendix D of this Agreement and may update it as per direction from the Responsible Officials.

4.0 FUNDING

4.1 The Parties agree that this Agreement is of benefit to all Parties and that as a principle, the Parties agree to discuss any supplemental funding sources that may contribute to the implementation of the Agreement.

4.2 British Columbia will provide funding to the TNG, to support the Tŝilhqot'in Nation and TNG implementation of this Agreement, as follows:

4.2.1 $700,000 by April 30, 2024;

4.2.2 $700,000 by April 30, 2025;

4.2.3 $700,000 by April 30, 2026; and

4.3 The funding under this Agreement constitutes the total provincial funding that British Columbia will provide to Tŝilhqot'in Nation and TNG for consultation purposes within Engagement Zones A, B and C, except for potential engagement funding arrangements that may be negotiated under Engagement Level 5 of the Engagement Process.

4.4 Notwithstanding any other provision of this Agreement, the payments to be provided by British Columbia to TNG are subject to:

4.4.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any provincial fiscal year or part thereof when such payment is required, to make such payment; and

4.4.2 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.

4.5 The funding provided under sections, 4.2.2 and 4.2.3 will be released only after submission by the Responsible Officials of the annual report under section 10.1.

5.0 SOCIO-ECONOMIC OBJECTIVES AND REVENUE SHARING

5.1 The Parties agree to pursue opportunities, in the form of negotiations relating to revenue sharing on new major resource development projects and other economic opportunities that may from time to time be proposed within the Agreement Area. The Parties will pursue these opportunities through the approach described in this Agreement or, where they agree it would be more efficient or effective, at the Economic Sub-Table (established under the *Gwets'en Nilt'i Pathway Agreement*) or in any other mutually agreed forum. Any such negotiations related to revenue sharing will be informed by the Provincial policy framework related to revenue sharing and will also explore options outside of that framework, as contemplated by the Nenqay Deni Accord (s. 13.9), the Gwets'en Nilt'i Pathway Agreement Sustainable Economic Base Pathway Short-Term Milestone 1 and the Shared Action Plan for the Nen Transformation Table.

5.2 British Columbia and the Tŝilhqot'in Nation agree to seek opportunities to bridge socio-economic gaps and enhance governmental relations.

5.3 The Tŝilhqot'in Nation and the Province will each appoint an Economic Engagement Coordinator to explore opportunities to improve the socio-economic well-being of Tŝilhqot'in members that could arise out of activities proposed within the Agreement Area.

5.4 The responsibilities of the Economic Engagement Coordinators include:

5.4.1 assisting Responsible Officials in setting and planning meetings to discuss economic development in accordance with Appendix D;

5.4.2 reporting to the Joint Resources Council and the Economic Sub-Table with regard to enhancing economic opportunities for Tŝilhqot'in Member Communities arising from proposed activities in the Agreement Area; and,

5.4.3 assisting the Economic Sub-Table to explore opportunities for economic cooperation and collaboration between the Parties at both the specific and strategic levels and to promote broader participation of the Tŝilhqot'in in the regional economy.

5.5 The Tŝilhqot'in National Government may initiate specific Engagement Requests that outline Tŝilhqot'in Nation economic development proposals. These proposals may include

a request for specific Provincial assistance pursuant to section 9 of the Engagement Process (Appendix A).

6.0 FISH AND WILDLIFE PANEL

6.1 The Parties will maintain a bilateral Fish and Wildlife Panel which will operate in accordance with this Agreement and sections 12.25-12.41 of the *Nenqay Deni Accord* and through commitments under the *Gwets'en Nilt'i Pathway Agreement*, and the evolution of the work developed through the Nen Transformation Table.

6.2 Through the Fish and Wildlife Panel, the Parties will collaborate on joint initiatives that support long term viable, healthy, and ecologically functional Fish and Wildlife populations and habitats, and promote respect for and consideration of Tŝilhqot'in Aboriginal Rights to fish, hunt, trap and trade.

6.3 The Fish and Wildlife Panel will be guided by the following principles:

6.3.1 each Party may bring their own perspectives on the management of Fish and Wildlife that may be informed by the laws, traditions, culture, and Indigenous knowledge of the Tŝilhqot'in Nation, Western scientific knowledge, and the laws of British Columbia;

6.3.2 Tŝilhqot'in participation in the collection of data and knowledge related to Fish and Wildlife is to be encouraged, acknowledging that participation may be limited where there are concerns about cultural sensitivity, confidentiality, or safety;

6.3.3 opportunities to jointly discuss Western scientific data and knowledge and Indigenous knowledge are to be encouraged, and while the Parties' interpretations may differ, they will strive to develop a mutual understanding of Fish and Wildlife management factors and issues;

6.3.4 ownership and custody of assembled data and knowledge will remain with the Party who collected it unless otherwise agreed to by the Parties.

6.4 The Fish and Wildlife Panel has the following responsibilities, to be carried out in accordance with the terms of reference developed under section 6.5.1:

6.4.1 engage in discussion with and provide recommendations to the Joint Resources Council and Responsible Officials in respect of Engagement Requests, or Strategic Engagements, that raise Fish and Wildlife, habitat, allocation or related management issues;

6.4.2 develop or support educational initiatives that promote a holistic understanding of factors that affect the abundance and distribution of Fish and Wildlife, habitat conditions, access management, and wildlife harvest;

6.4.3 discuss, collect data, plan and secure research, and share information on topics including projects and priorities in the Fish and Wildlife Panel's work plan, Engagement Requests, Strategic Engagements, Provincial policies and regulations, wildlife allocation and management objectives, habitat protection and management, research and monitoring;

6.4.4 establish collaborative processes to provide joint recommendations and advice to statutory decision-makers, third-party delivery agencies and the Tŝilhqot'in Nation leadership with respect to the matters set out in section 12.28 of the *Nenqay Deni Accord and through commitments under the Gwets'en Nilt'i Pathway Agreement*; and

6.4.5 lead the development of a moose management plan and maintain an ongoing role in monitoring and implementing the moose management plan, in accordance with sections 12.34-12.41 of the *Nenqay Deni Accord* and through commitments under the *Gwets'en Nilt'i Pathway Agreement*.

6.5 The Fish and Wildlife Panel will:

6.5.1 develop and maintain a terms of reference that is reviewed and approved annually, and approved by the Responsible Officials;

6.5.2 maintain a yearly work plan and budget that is updated annually to reflect current joint initiatives, with direction from the Responsible Officials

6.5.3 report annually to the Responsible Officials on progress and recommendations resulting from work plan items; and

6.5.4 report regularly to the Joint Resources Council, with updates on work plan items and recommendations resulting from work plan items.

7.0 REPRESENTATIONS AND WARRANTIES

7.1 British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.

7.2 The Tŝilhqot'in Nation, as represented by the Chiefs or authorized signatories of the Member Communities, represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of Member Communities and their members.

7.3 The TNG, as represented by the Executive Director and Tribal Chair, represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in the Agreement and to engage in the structures and

processes under this Agreement on behalf of the Member Communities and their members.

8.0 AMENDMENT

8.1 The amendment process for the Agreement is as follows, except for amendments of a significant nature as referred to in section 8.2 and which are subject to section 8.3:

8.1.1 the Responsible Officials must discuss any proposed amendment with their respective representatives of the Parties;

8.1.2 the Responsible Officials 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

8.1.3 the Responsible Officials have the authority to agree on the proposed amendments and to amend the Agreement in writing after following the process in sections 8.1.1 and 8.1.2.

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

8.2.1 any change in the Parties

8.2.2 the General Provisions;

8.2.3 the funding provisions;

8.2.4 the Agreement Area, other than a reduction in the Agreement Area;

8.2.5 the term of the Agreement; and

8.2.6 other matters that the Responsible Officials agree should be of a significant nature and subject to section 8.3.

8.3 The amendment process for an amendment that is of a significant nature as referred to in section 8.2 is as follows:

8.3.1 the Responsible Officials must carry out the process outlined in section 8.1;

8.3.2 the Responsible Officials must present the proposed amendment to the Minister responsible for the Negotiations and Regional Operations Divisions (currently the Minister of Indigenous Relations and Reconciliation) and to the Chair of the TNG; and

8.3.3 the Minister Responsible for the Negotiations and Regional Operations Division, on behalf of British Columbia, and the Chair of the TNG on behalf of Tŝilhqot'in Nation and TNG, may agree on the proposed amendment, and they have the authority to amend the Agreement in writing on behalf of their respective Parties.

8.4 The Parties may amend this Agreement from time to time, in accordance with the procedures set out in this section, to reflect progress under the *Gwets'en Nilt'i Pathway Agreement.*

9.0 DISPUTE RESOLUTION

9.1 The Parties acknowledge that the Engagement Process is designed to mitigate, reduce or avoid disputes over land and resources management decision-making and should reduce any need for Parties to use formal dispute resolution mechanisms.

9.2 The dispute resolution process below applies to disputes arising out of the implementation or interpretation of this Agreement.

9.3 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, the TNG and the Tŝilhqot'in Nation.

9.4 If the Parties are unable to reach an agreement or resolve a dispute respecting the interpretation or implementation of this Agreement, the applicable Parties may pursue any of the following:

9.4.1 exchange in writing a full description of the impasse, together with their concerns and interests and the proposed specific actions that could be taken to address the concerns and interests;

9.4.2 conduct a field visit if appropriate;

9.4.3 use non-binding facilitation or mediation;

9.4.4 forward the issue to the Responsible Officials for direction or assistance; or,

9.4.5 seek other appropriate dispute resolution measures that may be appropriate for the nature of the dispute.

9.5 If an issue for dispute resolution has been forwarded to the Responsible Officials, then:

9.5.1 within 30 Business Days, officials of the applicable Provincial Agency and TNG will jointly hold a "learning forum" to inform the Pathway Agreement Working Group of their respective concerns, interests, positions and recommendations; and

9.5.2 the Responsible Officials will determine whether they will take responsibility for the resolution of the dispute or redirect or recommend other options for resolution; or

9.5.3 the Responsible Officials will determine that direction or assistance from the Pathway Agreement Working Group is required for resolution of the dispute.

9.6 Where mediation or any other facilitated process is agreed upon, the Parties will agree to terms of reference for the specific process and will attempt to agree on their choice of mediator or facilitator. Whenever possible each Party will bear its own costs and share the joint costs of the mediation or facilitated process. However, the Parties may agree to alternative cost-sharing arrangements on a case-by-case basis. If the Parties agree to an alternative cost-sharing arrangement it will not result in any increase to the annual funding support provided under section 4.2.

10.0 MONITORING AND EVALUATION

10.1 The Responsible Officials will jointly report to the Pathway Agreement Working Group on an annual basis, on or before March 1 of each year, with a brief summary of the implementation of the Agreement for the previous year and an assessment of the successes and challenges with respect to implementation of the Agreement, and progress or obstacles towards achievement of the Shared Vision.

10.2 The report under section 10.1 will include recommendations for improving the outcomes of the Agreement and will support a systematic approach to adaptive management in relation to the design and implementation of the Agreement.

11.0 TERM, TERMINATION AND WITHDRAWAL

11.1 Notwithstanding the reference date on which the Parties have entered into this Agreement, the Parties agree that the Agreement is effective as of April 1, 2024, with a term of three years, such that the term of this Agreement expires on March 31, 2027. This agreement replaces all previous versions of the Agreement.

11.2 The Parties acknowledge the shared understanding that the scope of the Agreement may be expanded, and efforts will be made to negotiate an extension to or replacement of the Agreement among the Parties before the end of the term of this Agreement.

11.3 Any Party may terminate this Agreement by giving the other Parties 90 days advance written notice of the intent to terminate the Agreement and the reasons for terminating the Agreement.

11.4 The Tŝilhqot'in Nation and British Columbia will exhaust all reasonable options through this Agreement to resolve any disagreement related to this Agreement, including the application of the dispute resolution provisions.

11.5 If the TNG, the Tŝilhqot'in Nation or a Member Community chooses to bring any legal or administrative proceedings against British Columbia for inadequate consultation related to a provincial decision or action covered by this Agreement, that is a proceeding other than for a breach of this Agreement, such a proceeding may be grounds for terminating this Agreement.

11.6 If the Tŝilhqot'in Nation or the TNG terminate this Agreement or if this Agreement terminates under section 11.3, TNG will pay to British Columbia any and all unspent funds provided by British Columbia in that provincial fiscal year for the implementation of this Agreement.

11.7 A Provincial Agency or a Member Community may withdraw its participation in this Agreement by providing (90) days written notice to the other Parties, and on such notice, the Parties will:

11.7.1 determine if any changes to the funding under or any amendments to this Agreement are required; and

11.7.2 amend this Agreement if required under section 8.0.

11.8 Where a Member Community withdraws its participation under section 11.7, the annual funding of this Agreement may be reduced by up to $30,000, at the discretion of the Province, and the reduction will be pro-rated by month, for the year of withdrawal.

11.9 Where this Agreement is terminated under section 11.3 or where a Member Community withdraws participation under section 11.7:

11.9.1 The Responsible Official will inform the Provincial Agencies:

i. that this Agreement has been terminated and that it cannot be relied on to fulfil British Columbia's obligation to consult the Tŝilhqot'in Nation; or

ii. that a Member Community has withdrawn from this Agreement and that it cannot be relied on to fulfil British Columbia's obligation to consult with that individual First Nation; or

iii. whether there are any other agreements between the Province and the Tŝilhqot'in Nation or the withdrawing Member Community that contain consultation processes that apply following the termination or withdrawal, as the case may be; and,

11.9.2 Subject to section 11.9.1(iii), the common law duty to consult and, where appropriate, accommodate will apply in the event of termination or withdrawal, as the case may be.

12.0 GENERAL PROVISIONS

12.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.

12.2 This agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 on the *Constitution Act*, 1982.

12.3 This Agreement does not:

12.3.1 create, amend, define, affirm, recognize, abrogate or derogate from any aboriginal rights or title of the Tŝilhqot'in Nation which are recognized and affirmed by section 35 (1) of the *Constitution Act*, *1982*;

12.3.2 change or affect the position either Party has, or may have, regarding its jurisdiction, responsibilities and decision making authority or be interpreted in a manner that would interfere with or fetter in any manner the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty of British Columbia or fetter the discretion given to any decision-making authority;

12.3.3 limit the positions any Party may take in any legal or administrative proceedings or in any discussions, negotiations, or other forum; or constitute any admission of fact or liability; or

12.3.4 create an obligation to provide any financial, economic or other compensation as part of British Columbia's obligation to consult and as appropriate accommodate in relation to an Application or other decision proposed by a Provincial Agency, or consist of an offer or guarantee of the financial viability of any economic opportunity discussed under section 5.3.

12.4 This Agreement may be executed in counterparts and by electronic transmission by the Parties.

12.5 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.

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

12.7 If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

12.8 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement. The Parties may agree to refer the matter to an agreed-to dispute resolution process.

12.9 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, or explain the scope, extent or intent of this Agreement or any of its provisions.

12.10 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.

12.11 The use of the word "including" is to be read as not limiting the generality of the preceding term or phrase.

12.12 In this Agreement, any reference made to a statute includes all regulations made under that statute and any amendments or replacements.

12.13 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Parties unless such waiver is expressed in writing by the Parties.

12.14 All references in this Agreement to a designated "Section," "Sub-section" or other subdivision are to the designated section, sub-section or other subdivision of, this Agreement.

12.15 All references in an appendix to this Agreement to a designated "Section," "Sub-section" or other subdivision are to the designated section, sub-section or other subdivision of that Appendix, unless stated otherwise.

12.16 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days the day on which the first event happens is excluded and the day on which the second event happens is included.

12.17 Time is of the essence.

12.18 The following Appendices are attached to and form part of this Agreement:

Appendix A	Engagement Process
Appendix B	Provincial Agencies
Appendix C	Map of area covered by Agreement
Appendix D	Implementation Plan
Appendix E	Level 1 Notification Table
Appendix F	Level 0 Notification Table

12.19 Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of British Columbia or fetter the discretion given to any decision-making authority.

13.0 NOTICE

13.1 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. All notices and communication (other than a communication through the TNG Portal) will be effectively given:

a) by email to the email address of the Responsible Official and any other appropriate representative(s) of the Party, on the date the email is sent;

b) by delivery to the address of the Party set out below, on the date of delivery; or

c) by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or

The address of the Parties are:

i. TNG:

#928- 2nd Ave North
Williams Lake, BC
V2G 4P7
Phone: 250-398-8575
Tŝilhqot'in Nation Member Communities
c/o Tribal Chair
#253 Fourth Av. North
Williams Lake, BC
V2G 4T4
Phone: 250-392-3918

ii. British Columbia:

Ministry of Indigenous Relations and Reconciliation
Negotiations and Regional Operations Division
640 Borland Street
Williams Lake, BC
V2G 4T1
Phone: 250-302-5699

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by:

Carolyn Kamper
Assistant Deputy Minister

Minister of Indigenous Relations
and Reconciliation

TŜILHQOT'IN NATION,
as represented by:

JOE ALPHONSE, CHIEF—TRIBAL CHAIR
TL'ETINQOX (ANAHAM)

OTIS GUICHON SR.—CHIEF
TŜIDELDEL (REDSTONE)

FRANCIS LACEESE—CHIEF
TL'ESQOX (TOOSEY)

TROY BAPTISTE—CHIEF
ʔESDILAGH (ALEXANDRIA)

LENNON SOLOMON—CHIEF
YUNESIT'IN (STONE)

ROGER WILLIAM—CHIEF
XENI (NEMIAH VALLEY)

TŜILHQOT'IN NATIONAL GOVERNMENT,
as represented by:

Jenny Philbrick,
Executive Director
Tŝilhqot'in National
Government

Appendix A – Engagement Process

1.0 INTERPRETATION

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

2.0 GENERAL ENGAGEMENT PROVISIONS

2.1 The Parties acknowledge the linkage between the environment and Aboriginal Rights related to land and resources. The intention within this Agreement is to develop a good understanding of the linkage between potential impacts to Aboriginal Rights and the ecological services that they depend on. To facilitate such an understanding, specific guidance regarding how information relating to the linkage between the environment and Aboriginal Rights related to land and resources may be reflected in the Engagement Process will be maintained by the Pathway Agreement Working Group and will be utilized by the Parties.

2.2 As a guiding principle, the Parties will strive to reach consensus for decisions made under this Agreement, utilizing the applicable Engagement Processes set out below, maintaining the focus on working together to make efficient and effective decisions, and where the Parties are unable to reach consensus may use the mechanisms set out in section 2.19 and 2.20.

2.3 When Provincial Agencies become aware that they will be receiving Applications from third party Applicants, they will make reasonable attempts to encourage those third parties to provide relevant information related to the Application. The Provincial Agencies will inform third parties of the Agreement and encourage third parties to contact the TNG to discuss any TNG land and resource polices that may assist the Engagement Process.

2.4 The Parties acknowledge that a positive relationship between third parties and the TNG will assist in achieving an effective Engagement Process under this Agreement.

2.5 Upon written notice provided by the TNG to the Province, an Engagement Request or Application that may otherwise have been received at a higher Engagement Level, may be submitted at a lower Engagement Level.

2.6 When an Originating Provincial Agency engages TNG under the Engagement Process, the Originating Provincial Agency will:

2.6.1 determine the appropriate Engagement Level for the Application in accordance with the Engagement Process Criteria Table in section 10.0 of this Appendix based on:

2.6.1.1 the Engagement Zone the Application falls within (Step 1 of the Engagement Process Criteria Table); and

2.6.1.2 a determination of whether the Application is listed under Appendix E and thereby only requires notification, or is under Appendix F and thereby requires no notification (Step 2 of the Engagement Process Criteria Table); or

2.6.1.3 a determination of which set of criteria best describes the potential impacts associated with the Application (see Step 3 of the Engagement Process Criteria Table);

2.6.2 explicitly denote the appropriate Engagement Level on the Engagement Request; and

2.6.3 provide to the Tŝilhqot'in Stewardship Department through the TNG Portal the Engagement Request and the appropriate Engagement Information in accordance with the Engagement Process Criteria Table.

2.7 If the information within a specific Engagement Request is not consistent with the Engagement Information corresponding with the appropriate Engagement Level, as outlined in the Engagement Process Criteria Table, the TNG will notify the Originating Provincial Agency by one Business Day following the Effective Start Date. The submission will be resubmitted by the Originating Provincial Agency with the appropriate Engagement Information at its convenience. The Effective Start Date will not be determined until the complete package is resubmitted to the Portal.

2.8 If an Application overlaps with more than one engagement zone, the majority of the Application area will determine which engagement zone applies, and the Engagement Level will be determined in accordance with the Engagement Process Criteria Table.

2.9 For Applications that are outside of the Agreement Area, east of the Fraser River and east of Zone A or B in proximity to the Fraser River that meet criteria levels 3**,** 4 or 5 in the Engagement Process Criteria Table in section 10.1 of this Appendix, Provincial Agencies will consult with, and where appropriate accommodate, the TNG where those Applications have the potential to impact the Fraser River or Tŝilhqot'in Aboriginal Rights supported by the Fraser River within the Agreement Area at Engagement Levels 3, 4 or 5 respectively.

2.10 For clarity, where the eastern boundary of Zone A or B ends at the Fraser River, the Fraser River is included in Zone A or B respectively.

2.11 The Parties agree that the Effective Start Date of the Application will be the Monday following the submission. For greater clarity, any submissions received up until a Friday at 4:30pm will be considered to commence the following Monday. If the Monday is not a Business Day, the Effective Start Date will be the next Business Day.

2.12 By 4:30pm on every Tuesday, the TNG Responsible Official will inform the Provincial Responsible Official if the TNG disagrees with any Engagement Level proposed by Provincial Agencies in the Applications submitted in the previous week. Where the Monday of that week is a statutory or TNG holiday, the deadline will be Wednesday at 4:30 pm. The TNG Responsible Official retains the ability to increase an Engagement Level for those Engagements in Engagement Zones B and C by a factor of 1 if the TNG and Provincial Responsible Officials do not agree on an increase to an Engagement Request.

2.13 The Provincial Responsible Official will notify the Originating Provincial Agency of any changes to Engagement Levels within 2 Business Days. The Effective Start Date for Engagement Requests that are changed remain the same as the original Effective Start Date.

2.14 The Parties agree that the Engagement Process requires the open and transparent sharing of both Provincial and Tŝilhqot'in information. When gaps in the available information impede the fulfillment of work under an Engagement Level, the Parties will collaboratively seek a clear understanding of the information gaps and discuss strategies to fill those gaps with other available information as appropriate. The Engagement Process timeline may be paused should additional information beyond what is listed in the Engagement Process Criteria Table be required to facilitate Engagement. The decision to postpone and the duration of any postponements will be recommended by the Responsible Officials to the Decision Maker and such requests will not be unreasonably denied.

2.15 If an Application or Engagement Request falls within more than one Engagement Zone that includes Engagement Zone D, Provincial Agencies will consult with the Tŝilhqot'in in accordance with constitutional and common law obligations consistent with section 3.5 in the Agreement. The TNG will not be required to use funding provided under section 4.2 - 4.3 of this Agreement to address Engagement Requests in Engagement Zone D.

2.16 The Parties acknowledge that there may be extraordinary circumstances where an expedited approach to the Engagement Process is required for the purposes of public safety or other emergencies. Engagement related to such circumstances may be

addressed between the Responsible Officials on an expedited basis. Engagement will be undertaken between Responsible Officials. A submission to the TNG Portal will be required by the end of the Engagement Process to record the activity.

2.17 The Parties may establish specific committees to examine, explore and develop recommendations on various land and resource topics that are deemed relevant. Such committees must be established with the joint approval of the Responsible Officials. Such approval will include a description of the objectives of the committee, scope, anticipated deliverables, accountabilities and duration for the work that any committee will undertake.

2.18 For greater certainty, Engagement Requests received prior to March 31, 2024 will be completed in accordance with the terms of the Tŝilhqot'in Stewardship Agreement 2014 – 2027 Agreement Renewal.

2.19 Where consensus cannot be reached pursuant to the applicable Engagement Process set out for Engagement Levels 2, 3 or 4 of this Agreement, either Responsible Official may request the support of the Pathway Agreement Working Group co-chairs prior to the decision and within agreed timelines to attempt to resolve the conflict.

2.20 Where a decision is rendered under Engagement Levels 2, 3 or 4 of this Agreement that does not reflect a consensus outcome, either Responsible Official may request a review and written report, led by the Responsible Officials, detailing the areas of disagreement, options for addressing these areas and recommendations to achieve consensus in future decisions.

3.0 ENGAGEMENT LEVEL 0 AND ENGAGEMENT LEVEL 1

3.1 The Parties agree that with respect to Applications listed in the Level 0 Notification Table (Appendix F), Provincial Agencies are not required to notify the TNG.

3.2 The Parties agree that with respect to Applications listed in the Level 1 Notification Table (Appendix E), the Provincial Agency will notify the TNG as soon as practicable following the decision.

4.0 ENGAGEMENT LEVEL 2

4.1 After receiving an Engagement Request marked as Engagement Level 2, the Tŝilhqot'in Stewardship Department will coordinate with Member Communities as required and may prepare a response to the Originating Provincial Agency within 20 Business Days from the Effective Start Date. The response may include any Aboriginal Rights related to the Application.

4.2 The Provincial Decision Maker may make a decision on the Application after the expiry of the 20 Business Days of the Tŝilhqot'in Stewardship Department receiving the Engagement

Request, unless the Originating Provincial Agency and the TNG agree to an extension of time for further Tŝilhqot'in review, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.

4.3 If the TNG provided comments in relation to the Engagement Request under section 4.1, the relevant Provincial Decision Maker or the Originating Provincial Agency will notify the Tŝilhqot'in Stewardship Department in writing of the decision made regarding the proposed Application subject to the Engagement Request under section 4.1 including any measures taken to respond to Aboriginal Rights raised during the Engagement Process within 14 Business Days of the date of the decision, or as soon as practicable.

5.0 ENGAGEMENT LEVEL 3

5.1 After receiving an Engagement Request marked as Engagement Level 3, the Tŝilhqot'in Stewardship Department will coordinate with Member Communities as required and may prepare a response to the Originating Provincial Agency within 40 Business Days from the Effective Start Date. The response may include any Aboriginal Rights related to the Application.

5.2 The Provincial Decision Maker may make a decision on the Application:

5.2.1 before the expiry of the 40 Business Days from the Effective Start Date if the TNG indicates in writing that it has no concern with, or no position on, the Application: or

5.2.2 after the expiry of the 40 Business Days from the Effective Start Date, unless the Originating Provincial Agency and the TNG agree to an extension of time for further review based on the information that the TNG provides, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.

5.3 If the TNG provided comments under section 5.1, the relevant Provincial Decision Maker or Originating Provincial agency will notify the Tŝilhqot'in Stewardship Department in writing of the decision made regarding the proposed Application subject to the Engagement Request under section 5.1, including details of any measures taken to respond to Aboriginal Rights raised during the engagement process within 14 Business Days of the date of the decision, or as soon as practicable.

6.0 ENGAGEMENT LEVEL 4

6.1 Upon receiving an Engagement Request marked as Engagement Level 4, the TNG will notify the Originating Provincial Agency and Provincial Responsible Official within 5

Business Days from the Effective Start Date of any request to direct the process through the Modified Level 4 Engagement Process, including the proposed rationale.

6.2 If notice is received under section 6.1, after jointly reviewing the Engagement Request and notice, either Responsible Official may direct the Engagement through the Modified Level 4 Engagement Process within 10 Business Days from the Effective Start Date.

6.3 The Originating Provincial Agency may submit a Level 4 Engagement Request with a recommendation to the Responsible Officials that the engagement follow the Modified Level 4 Engagement Process.

6.4 If the Engagement Request is not directed to the Modified Level 4 Engagement Process under section 6.2, then the Standard Level 4 Engagement Process will apply as set out in section 6.5-6.11 of this Appendix.

6.4.1 Any Engagement at Standard Level 4 or Modified Level 4 requires timely notification to the Responsible Officials.

Standard Level 4 Engagement Process

6.5 The Originating Agency and the TNG will each identify persons to participate on a sub-committee that will be responsible for reviewing the Application or Engagement Request.

6.6 The Responsible Officials will facilitate development of the terms of reference in a timely manner to approve sub-committee membership and to assist the sub-committee by clarifying the process and defining roles and responsibilities.

6.6 The sub-committee will do the following in accordance with the terms of reference for the Standard Level 4 Engagement Process:

6.6.1 undertake a structured examination of the Application and Tŝilhqot'in Aboriginal Rights;

6.6.2 carry out a fulsome examination of the technical details of the Application and its potential impacts on Aboriginal Rights;

6.6.3 regularly report to the Joint Resources Council on progress of the Engagement Request and seek feedback; and

6.6.4 strive to reach consensus recommendations.

6.7 The sub-committee will report its findings or recommendations to the Responsible Officials for consideration prior to further action under sections 6.8 or 6.9 of this Appendix.

6.8 If the sub-committee reaches consensus recommendations the Responsible Officials will facilitate presentation of the recommendations to the applicable Provincial Decision Maker and applicable Tŝilhqot'in representative prior to a final decision on the Application.

6.9 If the sub-committee does not reach consensus on all recommendation(s), and the Responsible Officials are unable to resolve the issue, the Parties will convene a topic specific senior table. This table will include senior provincial staff from the Originating Provincial Agency, which may be the applicable Provincial Decision Maker or a senior representative of the Provincial Decision Maker, and one or more designate Tŝilhqot'in Nation Chief or other senior Tŝilhqot'in representatives. They will undertake a structured examination of the recommendations developed through the sub-committee and in the process, will:

6.9.1 document all points of the matter that are agreed;

6.9.2 identify specific points where Parties' recommendations depart from consensus;

6.9.3 examine each option and potential accommodation measures to clarify and develop shared understandings of the possibilities for eliminating any gaps in consensus;

6.9.4 document the basis for any consensus reached by the relevant Provincial Decision Maker and the Tŝilhqot'in Nation designate Chief(s); and

6.9.5 communicate the consensus, options or recommendations to the relevant Tŝilhqot'in Nation Chief or Provincial Decision Maker if the relevant Chief or Provincial Decision Maker were not directly involved in the Responsible Officials meeting.

6.10 Subject to the terms of reference for the Engagement Request, the Provincial Decision Maker may make a decision on the Application after the expiry of sixty (60) Business Days from the Effective Start Date unless the Originating Provincial Agency and the TNG agree to an extension of time for further review, in which case the Provincial Decision Maker may make a decision after the expiry of the extension period.

6.11 The relevant Provincial Decision Maker or the Originating Provincial Agency will notify the relevant Tŝilhqot'in Nation Chief(s) and TNG in writing of its decision regarding the Application, including details of any measures taken to respond to Aboriginal Rights raised during the Engagement Process.

Modified Level 4 Engagement Process

6.12 The Parties recognize that some Level 4 Engagement Requests because of their complexity, geographic scope, volume of information, number of decisions, or other factors may require a modified engagement process. The process outlined in these sections 6.12 to 6.19 provides

an early opportunity for engagement of Tŝilhqot'in leadership and Provincial decision makers to provide direction to the sub-committee and approval of the terms of reference.

6.13 If an Engagement Request is directed to the Modified Level 4 Engagement Process under section 6.2, the Responsible Officials will facilitate development of the terms of reference, by organizing a Responsible Officials in a timely manner to review the Engagement Request and attempt to reach consensus on the terms of reference.

6.14 The terms of reference for the Modified Level 4 Engagement Process will:

6.14.1 set the membership and mandate for the sub-committee;

6.14.2 set the timelines for the engagement that reflect the number of decisions, volume of background material, completeness of information and other pertinent factors that may have been noted in the rationale; and

6.14.3 clarify whether the Responsible Officials wish to be engaged under section 6.17 regardless of whether full consensus is reached by the sub-committee.

6.15 If the Responsible Officials are unable to approve a terms of reference by consensus, the Provincial Decision Maker may set the terms of reference with reasonable consideration of the number of decisions, volume of background material, completeness of information and other pertinent factors that may have been noted in the rationale. The time frame specified by the Provincial Decision Maker may not be less than 80 business days from the Effective Start Date.

6.16 If the sub-committee reaches consensus and the terms of reference under 6.14.3 indicates that a presentation under 6.17 is not required, the Responsible Officials will provide the recommendations to the applicable Provincial Decision Maker and applicable Tŝilhqot'in representative(s) prior to a final decision on the Application.

6.17 If the sub-committee does not reach consensus, or where a presentation is required under 6.14.3, the Responsible Officials will meet and undertake a structured examination of the recommendations developed through the sub-committee and in the process, will:

6.17.1 document all points of the matter that are agreed;

6.17.2 identify specific points where Parties' recommendations depart from consensus;

6.17.3 examine each option and potential accommodation measures to clarify and develop shared understandings of the possibilities for eliminating any gaps in consensus;

6.17.4 document the basis for any consensus reached by the relevant Provincial Decision Maker and the Tŝilhqot'in Nation designate Chief(s); and

6.17.5 communicate the consensus, options or recommendations to the relevant Tŝilhqot'in Nation Chief or Provincial Decision Maker if the relevant Chief or Provincial Decision Maker were not directly involved in the Responsible Officials meeting.

6.18 Subject to the terms of reference for the Engagement Request, the Provincial Decision Maker may make a decision on the Application after the expiry of the designated time frame unless the Originating Provincial Agency and the TNG agree to an extension of time for further review, in which case the Provincial Decision Maker may make a decision after the expiry of the extension period.

6.19 The relevant Provincial Decision Maker or the Originating Provincial Agency will notify the relevant Tŝilhqot'in Nation Chief(s) and TNG in writing of its decision regarding the Application, including details of any measures taken to respond to Aboriginal Rights raised during the Engagement Process.

7.0 ENGAGEMENT LEVEL 5

7.1 The Parties agree that:

7.1.1 Engagements Levels 0 to 4 do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*;

7.1.2 environmental assessments of projects will remain subject to applicable laws, including the *Environmental Assessment Act*, c. 51 and the Crown's duty to consult and accommodate; and

7.1.3 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.

8.0 STRATEGIC ENGAGEMENT

8.1 The purpose of Strategic Engagements is to:

8.1.1 develop a better understanding of Aboriginal Rights, impacts to Aboriginal Rights, and determination of appropriate accommodation of those impacts at a landscape level;

8.1.2 improve consultation efficiency by providing a forum and process to facilitate the shift from transactional consultation to a more strategic approach;

8.1.3 identify potential cumulative impacts of resource development and propose strategies and measures to mitigate or reduce impacts to Tŝilhqot'in Aboriginal Rights; and

8.1.4 bring the Parties together in a collaborative government to government forum with the intent of developing joint recommendations to Provincial Decision Makers.

8.2 A Strategic Engagement may be initiated on the agreement of both the Parties. Where a Strategic Engagement is proposed but the Parties do not agree to initiate a Strategic Engagement, Engagement Levels 0-5 will be used in accordance with this Agreement.

8.3 Selection and initiation of Strategic Engagements will be guided by the following:

8.3.1 either Party may propose Strategic Engagements;

8.3.2 the Responsible Officials will facilitate consideration of the Strategic Engagement by their respective decision makers in preparation of the proposal for their further consideration ;

8.3.3 the Responsible Officials will meet, as per section 2.14.2 to consider Strategic Engagement proposals, provide direction on prioritizing Strategic Engagements, and address allocation of their respective resources.

8.4 Where the Parties agree to initiate a Strategic Agreement, the Parties will develop a terms of reference for each Strategic Engagement that sets out agreed upon representatives, timelines, information requirements, and content requirements of the recommendations report. Where possible at this early stage, the terms of reference will describe how the Strategic Engagement may modify the Engagement Process for future applications.

8.5 The Engagement Process, as defined by this Agreement, will continue to apply to Applications over the area proposed for inclusion in the Strategic Engagement, unless otherwise agreed by the Parties.

8.6 At the conclusion of the Strategic Engagement the Parties will develop and submit a recommendations report to the Responsible Officials and the Provincial Decision Maker which will:

8.6.1 summarize the engagement undertaken in the Strategic Engagement, and any resulting recommendations;

8.6.2 outline points of consensus and points of non-consensus with respect to the recommendations; and

8.6.3 suggest how future Engagement Processes potentially impacted by the results of the Strategic Engagement under this Agreement should incorporate or implement the

results and recommendations of the Strategic Engagement including measures to be taken to improve consultation efficiency on future related applications.

8.7 The Responsible Officials may facilitate discussion with the Pathway Agreement Working Group co-chairs to present and discuss points of non-consensus, with the objective of reaching consensus on the outstanding issues, prior to the conclusion of the recommendations report under 8.6.

9.0 TŜILHQOT'IN NATION ENGAGEMENT

9.1 The TNG may present Engagement Requests at any time. Such requests may address specific land and resource issues, economic development proposals or broader reconciliation issues. All requests will comply with information standards developed between the Parties, and be directed to the Provincial Responsible Official via the TNG Portal.

9.2 Within thirty (30) Business Days of the Province receiving the Engagement Request, the Province will provide a written response to the Responsible Official of the TNG that:

9.2.1 indicates the Province's ability to address and respond to the substance of the Engagement Request;

9.2.2 outlines additional information requirements, if applicable, in order to facilitate a timely response to the request; and

9.2.3 identifies a Provincial representative that will be accountable for responding to and managing the Engagement Request.

9.3 If additional information is requested under section 9.2.2 the Engagement Request process will pause until such information is provided.

9.4 Once all relevant information is received, the Responsible Official for the TNG will contact the Provincial representative identified in section 9.2.3. The Parties will jointly determine the process of addressing the request submitted under section 9.1 in order to ensure that requests are directed to the appropriate level of Provincial authority for consideration of the proposal.

10.0 ENGAGEMENT PROCESS CRITERIA TABLE

10.1 The Engagement Process Criteria Table which contains criteria for determining the appropriate Engagement Level and for determining the appropriate Engagement Information is as follows.

Engagement Process Criteria Table

<table>
<tr><td colspan="2">STEP 1: Determine which TSA Zone the activity occurs within (see Appendix C) or whether engagement is required under section 2.9 of this Appendix</td></tr>
<tr><td colspan="2">Zone A -

No Engagement is required for Applications in Zone A unless the activity or Application meets the criteria for Engagement Level 4 or 5. If the criteria for Engagement Level 4 are met, then Engagement Level 2 will apply to that activity or Application. If the criterion for Engagement Level 5 is met, Engagement Level 5 will apply to that activity or Application.</td></tr>
<tr><td colspan="2">Zone B - Engagement Level is determined according to the criteria set out below.</td></tr>
<tr><td colspan="2">Zone C - Engagement Level is determined according to the criteria set out below.</td></tr>
<tr><td colspan="2">Zone D – is the Court Case Area, and pursuant to section 3.5 of the Agreement, engagement will occur in accordance with constitutional and common law obligations.</td></tr>
<tr><td colspan="2">STEP 2: Review Appendix E to determine if Application requires notification, or Appendix F to determine if no notification is required.
OR
Review application package from proponent to confirm whether a written notice has been provided as per section 2.4 of Appendix A.</td></tr>
<tr><td colspan="2">STEP 3: Review activity Criteria to determine the Engagement Level and the appropriate Engagement Information to send (if necessary after Step 1 and 2)</td></tr>
<tr><td>Level 0: Criteria</td><td>Level 0: Engagement Information</td></tr>
<tr><td>The activity is included on the Level 0 Notification Table (see Appendix F)</td><td>These activities do not require notification.</td></tr>
<tr><td>Level 1: Criteria</td><td>Level 1: Engagement Information</td></tr>
</table>

The activity is included on the Level 1 Notification Table (see Appendix E)	These activities require notification only immediately following the decision.
Level 2: Criteria	**Level 2: Engagement Information**
• Low perceived impact on Aboriginal Rights • Low physical impact on land • Low fish and wildlife impact • Long standing replacements of existing tenures that created low previous impact on Aboriginal Rights • Maintenance of existing infrastructure, but excluding herbicide use or road deactivation	• Primary contact in government • Shapefile that describes the location of activity as per TNG Portal requirements • Overview map • Detailed description of activity and any potential impacts to Aboriginal Rights. • Timeline for engagement process as per Engagement Level • Statute of authorization • A rationale for the Engagement Level selection.
Level 3: Criteria	**Level 3: Engagement Information**
• Moderate physical impact • Moderate fish and wildlife impact • Moderate impact on First Nations access • Moderate land alteration • Long standing replacements of existing tenures that created moderate previous impact on Aboriginal Rights	• Primary contact in government • Shapefile that describes location of activity as per TNG Portal requirements • Overview map • Detailed description of activity and any potential impacts to Aboriginal Rights, including a detailed description of potential impacts to wildlife, water and lands. • Timeline for engagement process as per Engagement Level • Statute of authorization • A rationale for the Engagement Level selection.
Level 4: Criteria	**Level 4: Engagement Information**
• Significant fish and wildlife impacts • Significant water and land impacts • Significant land alteration • Major policy changes, including major policy changes that could result in legislation, that could have a significant potential to impact Aboriginal Rights.	• Primary contact in government • Shapefile that describes location of activity as per TNG Portal requirements • Overview map • Detailed description of activity and any potential impacts to Aboriginal

• Major new access structures • Aboriginal activities or rights potentially displaced/irreplaceable in a specific area • Long standing replacements of existing tenures that created high previous impact on Aboriginal Rights	Rights, including a detailed description of potential impacts to wildlife, water and lands. • Timeline for engagement process as per Engagement Level • Statute of authorization • A rationale for the Engagement Level selection. • Accompanying analysis outlining potential mitigation strategies including a description of applicable statutory tools that mitigate identified impacts.
Level 5: Criteria	**Level 5: Engagement Information**
• Environmental assessments undertaken pursuant to the *Environmental Assessment Act*	• See Engagement Level 5 in section 7.0 of the Engagement Process
TNG Initiated: Criteria	**TNG Initiated: Engagement Information**
• Strategic Level Issues • Nation Level implications • Considers neighbouring First Nations interests • Economic Development interests	• Applicable Provincial Agencies • Shapefile that describes location of activity or proposal • Description of proposal/request

Appendix B – Provincial Agencies

Ministry of Indigenous Relations and Reconciliation

Ministry of Forests

Ministry of Energy, Mines and Low Carbon Innovation

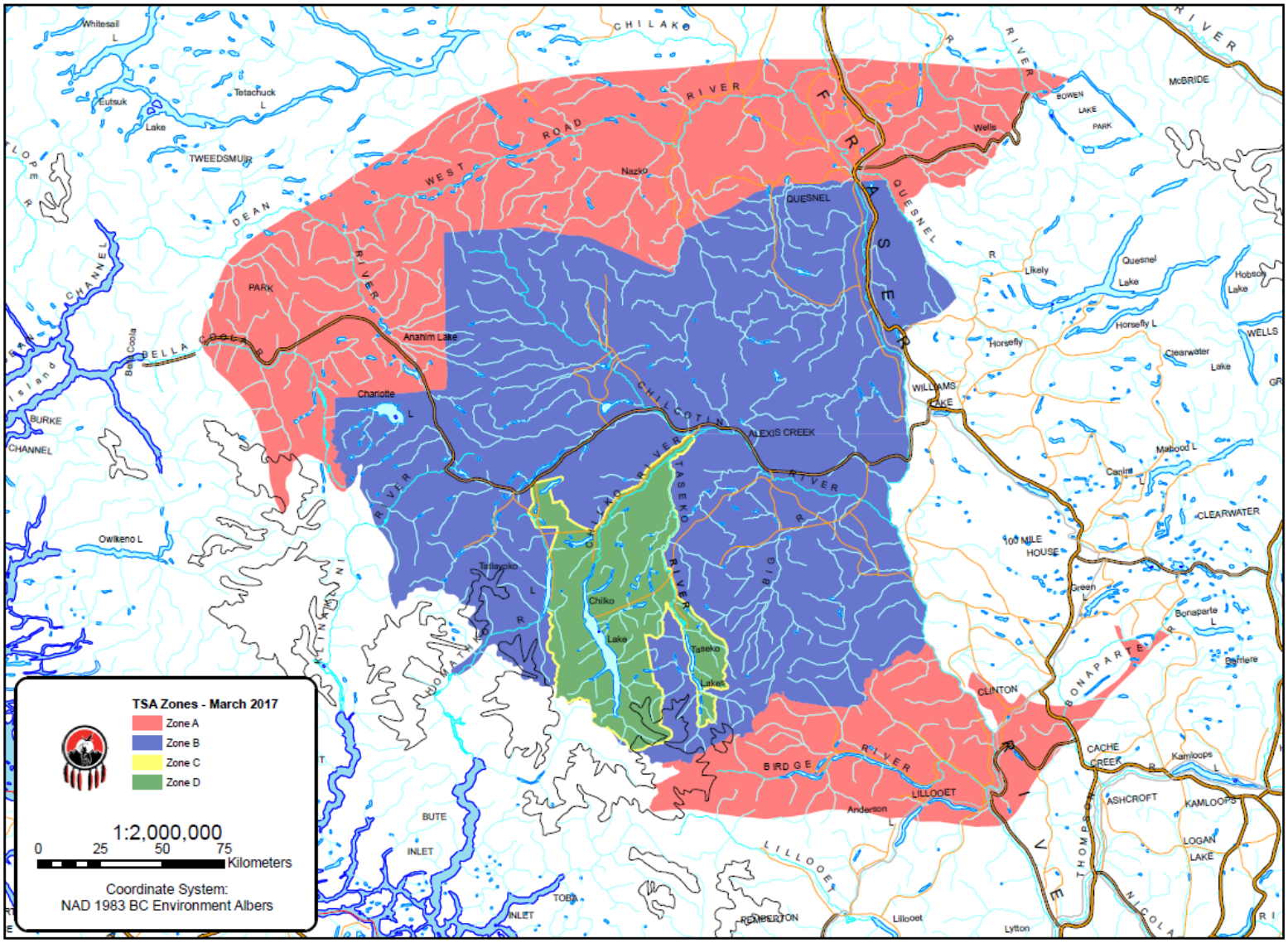
Ministry of Water Land and Resource Stewardship

Ministry of Environment and Climate Change Strategy

Ministry of Transportation and Infrastructure

Ministry of Agriculture and Food

Appendix C – Agreement Area



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Date Saved: 2017-03-28

Appendix D - Implementation Plan

The Definitions in the Agreement apply to this Implementation Plan.

1.0 Agreement Implementation Provisions

1.1 The Responsible Officials will meet within 90 days of the signed renewal date to review the implementation of this Agreement. Such reviews will be inclusive of the Engagement Process and general progress towards all elements contained within the Implementation Plan.

2.0 General Implementation Provisions

2.1 The provisions under Appendix D, section 2.0 are for the purpose of clarifying the work required to implement the commitments under the Agreement, and to prioritize discussions on key topics that were not completed at the Effective Date of this Agreement.

2.2 The Responsible Officials will determine annually the key dates that will be included in the definition of Business Days (up to 5 additional days as agreed, e.g., for cultural events or days requested for consideration by the Tŝilhqot'in Stewardship Department, and administrative office closure over the December break).

2.3 Within 90 days of the Effective Date, the Parties will finalize additions to Appendix E – Level 1 Notification Table, and to Appendix F – Level 0 Notification table. The Parties will utilize provisions in section 8.1 of this Agreement pertaining non-significant amendments for further changes.

2.4 The Parties will annually review the operational guide for assisting staff in implementation of the Agreement under section 3.9. This implementation guidance document will reflect best practices and assist staff in meeting the Shared Vision for the Agreement.

2.5 Protocol for Research, Inventory, Survey and Monitor Work

2.5.1.1 Within 6 months of Effective Date, the Parties will develop a research protocol that will provide guidance to Provincial Agencies conducting research in the Agreement

Area, and guidance to Tŝilhqot'in members wishing to participate in research conducted by or for Provincial Agencies.

2.5.1.2 The objective of the protocol will be to promote the opportunity for Tŝilhqot'in engagement in the design and/or implementation of research projects which are likely to inform Provincial decisions or Provincial land and resource management that may have an impact on Aboriginal Rights, cultural values or economic opportunities.

2.5.2 The protocol will consist of:

2.5.2.1 Definition of "research projects" for purposes of this Agreement
2.5.2.2 Definitions of research, inventory, survey, and monitoring
2.5.2.3 Requirements for Tŝilhqot'in participation
2.5.2.4 Content and frequency of information sharing

3 Economic Development Implementation Provisions

3.1 The Parties will each appoint an Economic Engagement Coordinator within 6 months of the Effective Date.

3.2 The Responsible Officials may, in accordance with section 5.1 of this Agreement forward topics of interest for economic development received through portal submissions, or identified through other means, to the Economic Engagement Coordinators and the Economic Sub-Table, established under the Gwets'en Nilt'i Pathway Agreement, or others as agreed to by the Parties for consideration.

3.3 The Economic Engagement Coordinators will support the Responsible Officials to advance discussions on how activities proposed in the Agreement Area may create opportunities to advance the shared vision of the Parties towards Tŝilhqot'in economic sustainability and the reduce the socio-economic gap that exists for Member Communities.

3.4 The Economic Engagement Coordinators will participate in and report to the Joint Resources Council on a regular basis.

3.5 The Responsible Officials may request a progress report or focused meeting outside of the Joint Resources Council to focus on Economic Development as it relates to activities proposed in the Agreement Area. Responsible Officials will invite attendees as appropriate, and be responsible for the agenda.

Appendix E - Level 1 Notification Table

Recreation			
1	Setting operational objectives for recreation sites that may involve minor levels of disturbance	*Forest and Range Practices Act (FRPA)* – Sec. 149	Remain in Appendix E
2	Establishing Fees for recreation sites	*FRPA* – Forest Recreation Regulation Sec. 22	Remain in Appendix E
Forestry & Range			
3	Woodlot Decisions- woodlot transfers, AAC determinations, woodlot license renewals, silviculture activities, and stand tending.	*FRPA*	Remain in Appendix E
4	Woodlot Decisions - Cutting Permits, Road Permit amendments	*FRPA*	Remain in Appendix E
5	Section 52 Harvest Authorities Issued to employees of the Province acting in the course of their duties; e.g., allowing them to harvest Crown timber or to use and occupy Crown land in a Provincial Forest. Includes the falling of trap trees or removal of danger trees along ROWs.	*Forest Act Section 52*	Remain in Appendix E
6	Road permit re-tenuring or the tenuring of an existing (non status) road.	*FRPA*	Remain in Appendix E
Parks			
7	Guided angling permit (If Level 1 of Parks' Matrix met)	*Park Act Sec. 20 or 30*	Remain in Appendix E
8	Research – collections, inventory, Monitoring, Sampling, Surveys, **excluding** Capture and Handle and Release. (per Level 1 of Parks Matrix)	*Park Act Sec. 20 or 30*	Remain in Appendix E

Appendix F – Level 0 Notification Table

Lands & Tenure Replacements			
1	Administrative Management plan amendments for minor changes to management of existing land tenures	*Land Act* Sec. 44(1)	No Notification or Engagement
2	Establishing Map Notations of Interest	*Land Act* Sec. 15 & 16	No Notification or Engagement
3	Transfer of Administration and Control between Provincial agencies	*Land Act* Sec. 99	No Notification or Engagement
4	Land Act Tenure holder name change and assignments	*Land Act* Sec. 99	No Notification or Engagement
5	Mines Act Permit Amendment - Permittee Name Change and Project Name Change	*Mines Act* Sec. 10.6	No Notification or Engagement
6	Land Act sub-tenuring with no land use change	*Land Act* Sec. 99	No Notification or Engagement
7	Accretions (hydrologic changes to property)	*Land Act* Sec. 30 (b)	No Notification or Engagement
8	Land Act mortgage applications (For Land Act Leases)	*Land Act* Sec. 99 (1) and (2)	No Notification or Engagement
9	Replacement of existing Licences of Occupation for essential private and commercial utilities (Telus and BC Hydro)	*Land Act* Sec. 11 (2) c	No Notification or Engagement
10	Private moorage (permission to float a dock – private use)	*Land Act* Sec. 11	No Notification or Engagement
Recreation			
11	Setting operational objectives for recreation sites (e.g. maintenance)	*FRPA* Sec 149	No Notification or Engagement
12	Recreation Site name change	*FRPA* Forest Recreation Regulation	No Notification or Engagement
13	Day to day site operations for recreation sites	*FRPA* – Forest Recreation Regulation	No Notification or Engagement
14	Closing of sites, removal of infrastructure	*FRPA* – Forest Recreation Regulation Sec. 20(5)	No Notification or Engagement
15	Authorizations for one time organized events	*FRPA* – Forest Recreation Regulation Sec. 15	No Notification or Engagement
16	Compliance and Enforcement related to recreation sites	*FRPA* – Forest Recreation Regulation (Sec. 23-24)	No Notification or Engagement
17	Establishment of Partnership Agreements for low impact use (e.g. maintenance contracts)	*FRPA* – Forest Recreation Regulation (Sec 22)	No Notification or Engagement
18	Partnership Agreement renewals	*FRPA* – Forest Recreation Regulation	No Notification or Engagement
19	Basic maintenance for recreations sites and trails	*FRPA* – Forest Recreation Regulation	No Notification or Engagement

20	Renewal of maintenance contracts	*FRPA* – Forest Recreation Regulation	No Notification or Engagement
Forestry & Road Maintenance			
21	Free Use Permits (Maximum 50 Cubic Meters).	Forest Act Sec. 49	No Notification or Engagement
22	Road Maintenance – includes structure repair/replacement, minor road realignment.	*FRPA* & Health, Safety and Reclamation Code for Mines in BC Sec. 9.10.1(5)	No Notification or Engagement
23	Low impact activities only (site prep and planting surveys, pruning, brushing, weeding)	Land Based Investment Strategy	No Notification or Engagement
Fish and Wildlife			
24	Renewal of certificates for guide outfitter and assistant guide outfitter areas	*Wildlife Act Sec. 59*	No Notification or Engagement
25	Transfer of guide outfitter areas	*Wildlife Act Sec. 62*	No Notification or Engagement
26	Trapping Licenses	*Wildlife Act,* Commercial Activities Regulation	No Notification or Engagement
27	Transfer of trap line registrations	*Wildlife Act Sec. 42*	No Notification or Engagement
28	Transfer of rod day allocations on classified waters for angling guides	*Wildlife Act*	No Notification or Engagement
29	Annual renewal of angling guide and assistant angling guide licenses	*Wildlife Act Sec. 52*	No Notification or Engagement
30	Guide Outfitter and Assistant Guide Outfitter Licenses (where appropriate engagement has occurred at strategic level, i.e., allocation and wildlife harvest regulation).	*Wildlife Act Sec. 51*	No Notification or Engagement
Transportation			
31	Paving (already constructed roads; no widening)	*Transportation Act Sec. 2.1*	No Notification or Engagement
32	Gravel pit (accessing gravel from pits that are already constructed)	*Transportation Act Sec. 2.1*	No Notification or Engagement
Parks			
33	Permit holder name change and assignments	*Park Act Sec. 23*	No Notification or Engagement