

**Saulteau First Nations  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the “Agreement”)**

**Between:  
Saulteau First Nations**

As Represented by  
Chief and Council  
(Saulteau First Nations)

**And**

**His Majesty the King in Right of the Province of British Columbia**  
as represented by the Minister of Indigenous Relations and Reconciliation  
("British Columbia")

(Collectively the “Parties”)

**WHEREAS:**

- A. Saulteau First Nations has Section 35 Rights, as an adherent to Treaty No. 8.
- B. British Columbia is committed to working towards the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and the Truth and Reconciliation Commission (TRC) Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The Parties entered into a New Relationship and Reconciliation Agreement (NRRA) in 2024 that contemplates the Parties entering into a Forest and Range Consultation and Revenue Sharing Agreement for the purpose of forestry revenue sharing.
- D. The Parties wish to set out a process for consultation regarding forest and range management within the NRRA Agreement Area.
- E. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range management within the NRRA Agreement Area and to provide a Revenue Sharing Contribution to assist Saulteau First Nations in its pursuit of activities to enhance the well-being of its members.
- F. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how UNDRIP will be implemented in British Columbia. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP in accordance with that Act including Treaty 8 Section 35 Rights.

G. The Province will consider the Revenue Sharing Contribution provided through this agreement as a contribution to any accommodation that is required for any potential adverse impact of a forest and range decision on Aboriginal Interests.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 - INTERPRETATION**

**1.1 Definitions.** For the purposes of this Agreement, the following definitions apply:

**“Section 35 Rights”** means the Saulteau First Nations’ rights as an adherent to Treaty 8 which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*.

**“Accommodate”** and **“Accommodation Measures”** means measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices on Saulteau First Nation’s Section 35 Rights, which may include avoidance, mitigation, proposal modification, commitments to take other action, land protection measures, and impact monitoring;

**“Administrative and/or Operational Decision”** means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the List of Decisions as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Saulteau First Nations having the form of Appendix D;

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

**“Delegated Decision Maker”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

**“Designate”** means the entity described in section 4.2;

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties or March 31, 2026, whichever is earlier;

**“First Fiscal Year of the Term”** means the BC Fiscal Year in which the Effective Date falls;

**“Forest Tenure Opportunity Agreement”** means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*;

**“Licensee”** means a holder of a forest tenure or a range tenure;

“**Matrix**” means the table set out as a part of section 1.10 of Appendix B;

“**Member**” means any person who is a member of the Saulteau First Nations.

“**Minister**” means the Minister of Forests having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

“**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, or Range Use Plan, as those terms are defined in provincial forest and range legislation;

“**Payment Account**” means the account described in subsection 4.4(a);

“**Revenue Sharing Contribution**” means each payment to be made by British Columbia to Saulteau First Nations under Article 3 of this Agreement;

“**NRRA**” means the 2024 agreement between British Columbia and Saulteau First Nations that affirms the Parties mutual commitment to build an enduring, long term and respectful government-to-government relationship based on principles of mutual respect, recognition and cooperation;

“**Agreement Area**” means the area identified in Appendix A of this document;

“**Term**” means the term of this Agreement as set out in section 12.1;

“**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply;

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

- (a) “includes” and “including” are not intended to be limiting;
- (b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (c) any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- (d) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*;
- (e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- (f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

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

Appendix A - Map of Agreement Area;

Appendix B - Consultation Process and Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology.

## ARTICLE 2 - PURPOSE AND OBJECTIVES

**2.1 Purpose and objectives.** The purposes and objectives of this Agreement are:

- (a) to establish a consultation process through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range management activities, including Administrative and/or Operational Decisions or Operational Plans, on Saulneau First Nations' Section 35 Rights;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the First Nation in the consultation process under this Agreement ; to enhance the social, economic and cultural well-being of Members; and
- (c) to recognize Saulneau First Nations' economic interests and assist in achieving greater stability and certainty for forest and range management on Crown lands within the Agreement Area; and
- (d) to demonstrate the Province's commitments to honour Treaty 8 and implement the *Draft Principles that Guide the Province of British Columbia in its Relationship with Indigenous Peoples*, and the *United Nations Declaration of the Rights of Indigenous Peoples*.

## ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

**3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 11, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Saulneau First Nations (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

**3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$587,697.00, the first instalment of which will be paid on or before September 30, 2025 if the Effective Date is prior to July 31st or on or before March 31, 2026 if the Effective Date is after July 31st.

**3.3 Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated from

- (a) the start of the month in which the Agreement is signed by Saulteau First Nations;
- (b) the end of the month in which the Agreement is terminated by either Party under section 11, or;
- (c) the end of the month in which the Agreement expires.

**3.4 Payment of prorated amounts.** If the amount of the Revenue Sharing Contribution is prorated under section 3.3(b) or section 3.3(c) as a result of termination or expiry of the Agreement that takes effect:

- (a) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and
- (b) on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.

**3.5 Subsequent BC Fiscal Year amounts.** Before January 31<sup>st</sup> of each year during the Term, British Columbia will provide written notice to Saulteau First Nations of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

**3.6 Amount agreed to.** Saulteau First Nations agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

**3.7 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes that may result in increases to the provincial forestry revenue sharing calculation formula described in Appendix C, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

## **ARTICLE 4 - DELIVERY OF PAYMENTS**

**4.1 Recipient entity.** Unless Saulteau First Nations notifies British Columbia that it has made an election under section 4.2, Revenue Sharing Contributions will be paid to Saulteau First Nations.

**4.2 Election of Designate.** Saulteau First Nations may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:

- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and

- (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Saulteau First Nations and such appointment is confirmed by a Band Council Resolution of Saulteau First Nations.

**4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Saulteau First Nations of its obligations under this Agreement.

**4.4 Payment Account.** Saulteau First Nations or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Saulteau First Nations (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia, for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
- (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

**4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Saulteau First Nations (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## **ARTICLE 5 - CONDITIONS OF PAYMENT**

**5.1 Reporting and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Saulteau First Nations having made available all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement; and
- (b) Revenue Sharing Contributions not having been suspended under Article 11 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Saulteau First Nations pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).

## ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Saulteau First Nations will identify potential measures to accommodate and integrate Saulteau First Nations' Section 35 Rights in Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A, including digital versions of the map, with other provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions provided that all recipients are advised that the map is for the purposes of this Agreement only, is without prejudice to and does not seek to define the scope or location of Saulteau rights, and may be updated by agreement between BC and Saulteau.
- 6.3 Subsequent Higher Level Agreements.** If, after the Effective Date, the Parties develop higher-level plans or engagement processes for decisions including Administrative and/or Operational Forestry and Range Decisions those plans and processes will supersede Section 6.1 of this Agreement.

## ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** Saulteau First Nations acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 7.2 Where consultation process followed.** Saulteau First Nations agrees that, subject to Section 6.3, the consultation process set out in this Agreement will be the process through which British Columbia will consult and engage with Saulteau First Nations to identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Saulteau First Nation's Section 35 Rights.

## ARTICLE 8 - COMMUNITY PRIORITIES, ANNUAL REPORTS and RECORDS

- 8.1 Annual Reports to members.** Saulteau will, in accordance with their respective annual planning and budgetary reporting processes, advise their membership of receipt of the Revenue Sharing Contribution and how these funds have been or will be used.
- 8.2 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 days after Saulteau First

Nations receives the final Revenue Sharing Contribution from British Columbia.

## ARTICLE 9 - ASSISTANCE

**9.1 Cooperation and Support.** Saulteau First Nations will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by a Member that is inconsistent with this Agreement, in a manner that is consistent with cultural and community protocols.

## ARTICLE 10 - DISPUTE RESOLUTION

**10.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Saulteau First Nations regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Saulteau First Nations; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to assist in reaching resolution of the issue.

## ARTICLE 11 - SUSPENSION and TERMINATION

**11.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Saulteau First Nations is in material breach of its obligations under this Agreement.

**11.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to Saulteau First Nations of the reason for the suspension, including the specific material breach on which British Columbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**11.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 11.2, British Columbia may terminate the Agreement by written notice.

**11.4 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.

**11.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

## **ARTICLE 12 - TERM**

**12.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 12.2 or terminated under Article 11.

**12.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

**12.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.

**12.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

## **ARTICLE 13 – REPRESENTATIONS and WARRANTIES**

**13.1 SFN Legal power, capacity and authority.** The Saulteau First Nations represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that it enters into this Agreement for, and on behalf of itself and its members and that as represented by its Chief and Council, it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

**13.2 BC Legal power, capacity and authority.** British Columbia acknowledges the legal power, capacity and authority of Saulteau First Nations as set out in section 13.1 and represents and warrants to Saulteau First Nations with the intent and understanding that that they will be relied on by the Saulteau First Nations in entering into this Agreement, that the Province has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

## **ARTICLE 14 - NOTICE and DELIVERY**

**14.1 Delivery of Notices.** Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile copier, when received by the Parties at the addresses as follows:

if to British Columbia:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria B.C. V8W 9B1  
Telephone: (250) 356-1394  
Fax: (250) 387-6594  
Email: IRRinfo@gov.bc.ca

and if to the Saulteau First Nations:

Chief & Council  
Saulteau First Nations  
P.O. Box 1020  
Chetwynd B.C. V0C 1J0  
Telephone: (250) 788-3955  
Email: chief\_council@saulteau.com

**14.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

## ARTICLE 15 - GENERAL PROVISIONS

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

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

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) affirm, recognize, abrogate or derogate from any Saulteau First Nations' Section 35 Rights.

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

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Saulteau First Nations' Section 35 Rights;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or

(c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

- 15.4 No Fettering.** Nothing in this Agreement is to be construed as unlawfully fettering or interfering with the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 15.5** Notwithstanding any other term of this Agreement, nothing herein prevents Saulteau or prejudices Saulteau's ability to seek judicial reviews of any specific government decision on a land or resource activity. Before Saulteau brings such a challenge, the Parties will make reasonable efforts to undertake a government-to-government dispute resolution process.
- 15.7** The funding provided under this Agreement is incremental and has no affect on eligibility for or access to existing funding programs, programs of general application, or ongoing government-to-government matters, including Regional Coal Agreements, New Relationship and Reconciliation Agreements, and Gaming revenue sharing, unless specifically described in this Agreement.
- 15.8** Southern Mountain Caribou are a species at risk in northeast BC. The Parties recognize that the revenue sharing from forestry operations in this Agreement is not intended to contribute to accommodation for the current state of or future impacts to caribou. It is the intention of the Parties that other initiatives and commitments in other agreements will be positive contributors to Southern Mountain Caribou recovery in the South Peace.
- 15.9 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.
- 15.10 Assignment.** Saulteau First Nations must not assign, either directly or indirectly, this Agreement or any right of Saulteau First Nations under this Agreement without the prior written consent of British Columbia.
- 15.11 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 15.12 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Saulteau First Nations.
- 15.13 Other Economic Opportunities and Benefits.** This Agreement does not preclude Saulteau First Nations from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 15.14 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

**15.15 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.

**15.16 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

**15.17 Execution in Counterpart.** This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

**15.18 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

**Saulteau First Nations**

  
\_\_\_\_\_  
Chief Rudy Paquette

MARCH 26, 2026  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Councillor COWEN TSTUSEK

  
\_\_\_\_\_  
Councillor JURITHA OWENS

 *Patricia Paquette*  
\_\_\_\_\_  
Witness of Saulteau First Nations signatures

Signed on behalf of:

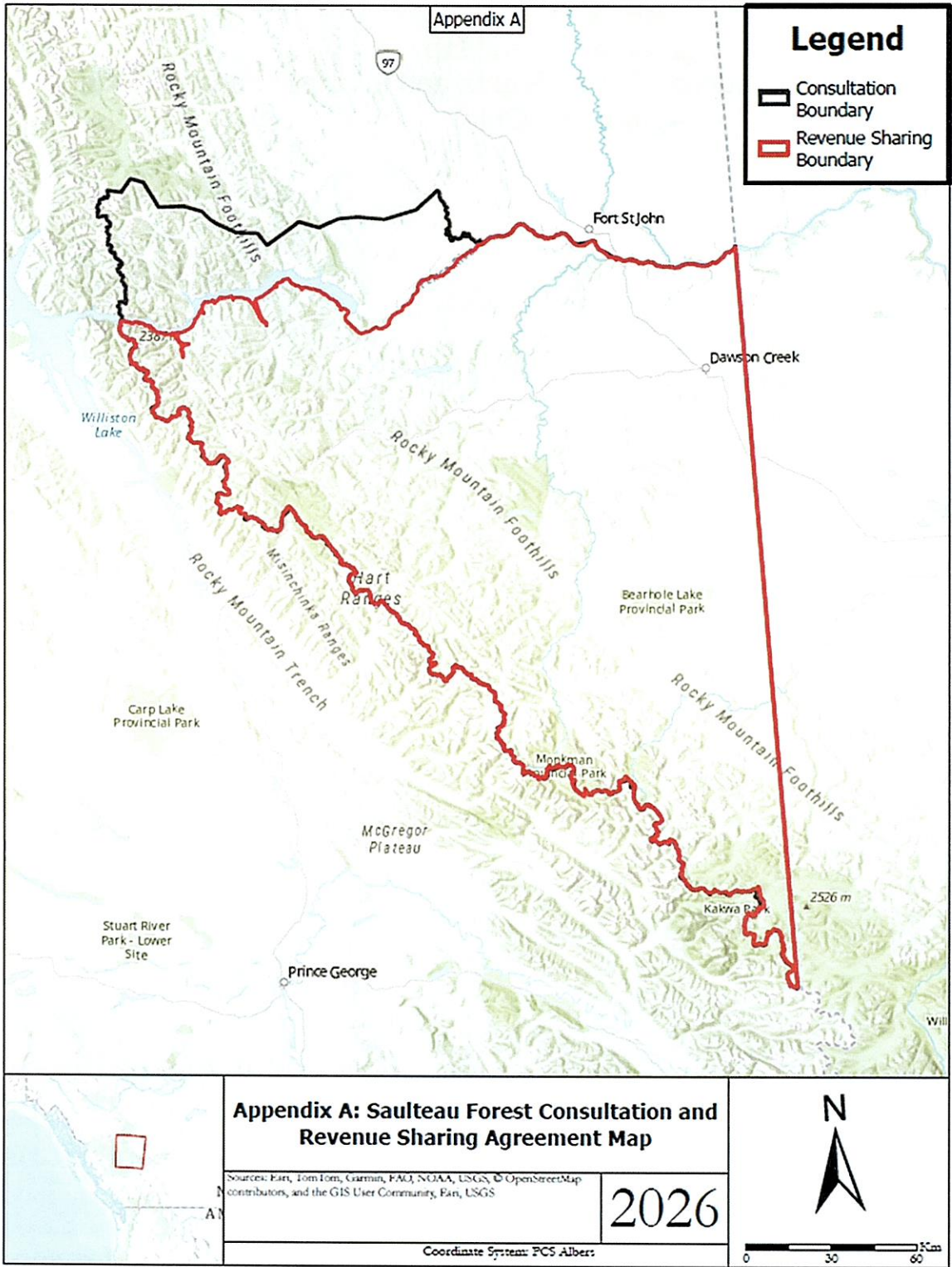
**Government of British Columbia**

  
\_\_\_\_\_  
Minister of Indigenous Relations and Reconciliation

April 16, 2026  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness of Minister signature

**APPENDIX A**  
Agreement Area Map  
(Without Prejudice to Saulteau Treaty Rights and for the Purposes of this  
Agreement Only)



## APPENDIX B

### Consultation Process for Administrative and/or Operational and Operational Plans within Agreement Area

- 1.1 British Columbia will consult with Saulteau First Nations on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Saulteau First Nations' Section 35 Rights within the Agreement Area, in accordance with this Appendix B.
- 1.2 Saulteau First Nations will participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Agreement Area in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as to guide the appropriate level of consultation for those decisions and plans.
- 1.4 The initial determination of the level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List of Decisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level".
- 1.5 If Saulteau First Nations requests and explains the reasons why a different consultation level is appropriate, the Parties will agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan.
- 1.6 If the Parties cannot reach agreement on the appropriate consultation level, then Saulteau acknowledges that British Columbia may decide to consult with Saulteau First Nations on the basis of British Columbia's consultation policies in effect at the time as well as the applicable case law respecting consultation obligations, and British Columbia acknowledges that SFN may decide to refer the issue to the government-to-government dispute resolution process set out in this Agreement or to seek judicial review of British Columbia's actions.
- 1.7 If on or before January 31<sup>st</sup> a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31<sup>st</sup> of the current fiscal year.
- 1.8 If British Columbia becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Agreement Area during the current fiscal year, British Columbia will notify the Saulteau First Nations of those decisions or plans and the Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.
- 1.9 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Saulteau First Nations will, unless

otherwise agreed by the Parties, make reasonable efforts to provide British Columbia with all reasonably available information that will identify any potential adverse impacts to their Section 35 Rights that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the NRRRA Agreement Area or forest or range management practices that may be carried out pursuant to that decision or plan.

1.10 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Saulteau First Nations and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may check-in with Saulteau First Nations before proceeding to make a decision regarding the decision or plan.

1.11 The Parties agree that:

- (a) as set out in the table below (the “Matrix”) there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
- (b) subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and
- (c) the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Saulteau First Nations during planning to provide opportunity to incorporate Section 35 Rights prior to submitting plan/request to Decision Maker.	Proponent or Licensee engages directly with Saulteau First Nations, and provides summary of communications and proposed accommodations/mitigations to British Columbia and Saulteau First Nations.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Saulteau First Nations they will not be sending out information.	British Columbia notifies post-decision on an annual basis which decision(s) fall in this category. Saulteau First Nations can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Saulteau First Nations about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Saulteau First Nations base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.

Level	Description	Intent
<b>4. Expedited Consultation Process</b>	Where there is an imminent threat to a resource value (e.g., mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
<b>5. Normal Consultation</b>	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion and provide recommendation of accommodation options where appropriate. British Columbia will notify Saulteau First Nations of the reasons for the final decision when requested by the Saulteau First Nations.
<b>6. Deep Consultation</b>	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Follow on "deep" track for consultation guided by up-to-date consultation policy. Preliminary assessments may a possible significant impact to a Section 35 Right.	Would involve meaningful discussion and provide recommendation of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Saulteau First Nations with the final decision and rational in writing.

- 1.12 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.13 Unless requested by the Saulteau First Nations, the Province is not obligated to inform the Saulteau First Nations of the Delegated Decision Maker's decision where the consultation level in respect of the proposed decision was level three (3) or lower.

## Schedule 1 – List of Decisions

List of Decisions As per Section 1.3 - Peace District or Saulteau First Nations					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Peace Resource District/Pending decisions/ Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
Timber supply reviews determination	Admin	Chief Forester	6	24 months total several 60-day consultations	Multiple 60-day processes at discreet intervals over 24-month period  Typical consultation occurs throughout the Timber supply review process. At the onset of the review, when the data package is released and when the public discussion paper is released.
Annual Allowable Cut (AAC) disposition /apportionment	Admin	Minister FOR	5	60 days	Typically, a new AAC determination will result in a new apportionment by the minister. This process is closely linked to the TSR
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA (new and amendments)	Admin	RED	6	60	CFA grants exclusive right to harvest an AAC in a specific area.  The RED decision is on the CFA itself
CFA boundary (new and amendments)	Admin	DM	6	60	DM decision is on the proposed polygon and the consultation that occurs for that
CFA management plan approvals	Admin	Regional Executive Director	5	60 days	
CFA management plan amendments	Admin	Regional Executive Director	5	30 days	
Probationary CFA transition into a CFA	Admin	Regional Executive Director	3	30 days	
Boundary/Area amendment	Admin	Regional Executive Director (legislation indicates DM or RED but currently it is the RED)	5	30 days	
CFA Replacement	Admin	RED/DM	5	60	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	Operational	District Manager	1-4	30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forest Licence (FL)</b>					
Licence transfer	Admin	Minister FLNRO	5	60	All dispositions undergo ministerial review to assess the impact on the public interest, Indigenous communities and the marketing of fibre in B.C.

<b>List of Decisions</b>					
<b>As per Section 1.3 - Peace District or Saulneau First Nations</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Peace Resource District/Pending decisions/ Comments</b>
Forest Licence Allowable Annual Cut partition	Admin	Minister FLNRO	5-6	60 days	
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5-6	60 days	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5-6	60 days	The impact of the NRFL will vary depending on the scope of the license volume and geographic area.
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	3-4	30 days	The impact of the NRFL will vary depending on the scope of the license volume and geographic area.
FL consolidation, and subdivision	Admin	Regional Executive Director	3-4	30 days	
FL replacement	Admin	Regional Executive Director	5-6	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3-4	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Harvest Authority (HA) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing on FOS.
Road permit (RP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by MFLRORD (above level 1) may occur based on the outcome of licensee lead information sharing.
Road Authorization issuance (FSJ Pilot Project Regulation)	Operational	District Manager	1-3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing on FOS.
CP/RP minor amendments	Operational	District Manager	1-3	0 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
HA/RA (FSJ Pilot Project) Minor Amendments	Operational	District Manager	1-3	15 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Pulpwood Agreement (PA)</b>					
Cutting permit issuance	Operational	District Manager	1-5	15 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road Permit Issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP Minor amendments	Operational	District Manager	1-3	0 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC) and Occupant Licence to Cut (OLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3-5	30 days	
Forest Licence to cut issuance (minor cutting, small scale salvage,	Operational	District Manager and Regional	2-3	15 days	FLTC grants the right to harvest and or remove timber from specified areas. Small scale salvage, firewood, fence post. FLTC may be issued up to

<b>List of Decisions</b>					
<b>As per Section 1.3 - Peace District or Sauleau First Nations</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Peace Resource District/Pending decisions/ Comments</b>
recreation sites and trails), commercial Christmas Tree Purchase (CTP) mature timber harvest, and OLTC Extensions		Executive Director			2,000 cubic metres (m <sup>3</sup> ). The consultation process for SSS program varies amongst district offices.
Salvage permit (i.e. commercial operators seeking insect damaged or fire damaged), and FLTC Extensions	Operational	District Manager	1-5	30 days	AAC is between 2000 to 5000 (m <sup>3</sup> ). Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead engagement.
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3-5	30 days	
Occupant License to Cut (OLTC) issuance. Tree removal required to support existing or new industrial activity. Most are consulted on in association with Special Use Permits or Land Act tenures	Operational	District Manager	2-4	n/a	These licences are issued to applicants who have the right of occupation over an area and want to cut down trees. The legal right of occupation can come in form as Land Act authorization and special use permit.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL (new and amendments)	Admin	RED	6	60	FNWL grants exclusive right to harvest an AAC in a specific area.  The RED decision is on the FCA itself
FNWL boundary (new and amendments)	Admin	DM	6	60	DM decision is on the proposed polygon and the consultation that occurs for that
Cutting permit (CP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	0 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	3	30	The Minister must replace a licence unless the licensor denies it. A licence can be suspended if it does meet the condition of the licence such as nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Approval of management plan and FNWL Licence plan (AAC)	Admin	RED	6	60	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products.
Area/boundary changes	Admin	RED/DM	5	60	Generally, the same process as CFAs
Management Plan and Licence Plan amendments including AAC amendments	Admin	RED/DM	3-5	30	Generally, the same process as CFAs
<b>Land base Investment Strategy-(Forests For Tomorrow) Stewardship Forest Stand Management Fund</b>					

List of Decisions As per Section 1.3 - Peace District or Saulneau First Nations					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Peace Resource District/Pending decisions/ Comments
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1-5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i> <i>Examples include:</i> - <i>Brushing</i> - <i>Site Preparation</i> - <i>Planting</i> - <i>Rehabilitation Work</i>
Stand Treatments to meet timber objectives	Operational	District Manager	1-5	60 days	Consultation proponent driven as per LBIS program guidelines
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	Trees for personal use, FA S 48 - G-II) For First Nation Cultural Use
<b>Government Actions Regulation Orders (GARs)</b>					
Generally, GARs serve to protect lands from development (i.e., Visual quality objectives, wildlife habitat areas/ measures, etc.)	Admin	RED/DRM/ADM NA/DM	5	60 days	GAR orders specific to forestry activities
GAR Amendments	Admin	RED/DRM/ADM NA/DM	5	60 days	GAR orders specific to forestry activities
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5-6	60 days	
<b>Old Growth Management Area (Land Act)</b>					
Establishment of new OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	Admin	RED	5	60 days	
OGMA amendment	Admin	DM	5-6	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests or designate	5	60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests or designate	3	30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52)	Operational	District Manager and Timber Sales Manager	2-3	n/a	May be used FSR realignments, heli pad clearing for BCTS, research branch destructive sampling, and parks staff and BC Hydro

List of Decisions As per Section 1.3 - Peace District or Saulteau First Nations					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Peace Resource District/Pending decisions/ Comments
Christmas Tree Permit (CTP) harvest a single Christmas tree on Crown land, and CTP Re-Issuance	Operational	District Manager	2	n/a	Often in association with compatible land use such as BC Hydro power line right of ways.
<b>Range</b>					
New range Act tenure (permit or licence)(re-issuance of relinquished tenure or no previous tenure)	Admin	District Manager	6	60 days	Grazing and hay cutting licences are issued for term no less than 15 years and not more than 25 years. Grazing and hay cutting permits are issued for term not more than 10 years.
Range Act or permit replacement	Admin	District Manager	3	30 days	During the 6 months beginning on the eighth anniversary of a licence, the DM must offer in writing to the holder of the licence a replacement for it. No changes can be made to the area, AUM or tonnes.
<i>Range Act Licence amendments, boundary change to add area or AUMs</i>	Admin	District Manager	5-6	60 days	
<i>Range Act Licence amendments, boundary change to remove area or reduce AUMs</i>	Admin	District Manager	2-4	30 days	
Range Act tenure disposition	Admin	N/A	2		Advisory upon occurrence; tenure holder process
Land Act Grazing lease replacement	Admin	District Manager	6	60 days	Grazing leases are a 20-year tenure issued under the Land Act. New leases are not available, but existing leases may be renewed May include an updated Management Plan
Land Act Grazing Lease Management Plan Amendment	Admin	District Manager	3-5	60 days	There are times the management plan may be amended, and the Lease Agreement is not.
FRPA Range use plan (RUP issuance)	Operational	District Manager	5	60 days	
FRPA Range use plan extensions	Operational	District Manager	3-4	30 days	
FRPA RUP amendments (major)	Operational	District Manager	5-6	60 days	
Range Act Range developments (Large scale)	Operational	District Manager	5	60 days	<ul style="list-style-type: none"> <li>- New pastures</li> <li>- New fence &gt;500m</li> <li>- Stock trails &gt;500m</li> <li>- Water development</li> </ul>
Range Act Range developments (small scale)	Operational	District Manager	3	30 days	<ul style="list-style-type: none"> <li>•New fence construction &lt;500m</li> <li>•Any fence construction in an approved Forestry operational plan</li> <li>•Stock trails &lt;500m</li> <li>•Grass seeding on existing road, R/W or landing</li> <li>•Corrals on existing R/W or landing</li> <li>•Cattle guard installation/replacement on existing road</li> <li>•Tame Pasture maintenance</li> </ul>
Range Act – Non Use Agreement	Admin	District Manager	2	n/a	An agreement to allow a tenure holder to reduce use of tenure for a time.
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	1	n/a	Road Use Permits are issued on existing previously built roads. Road use permits ensure maintenance obligations are assigned to the primary user. Road Use Permit authorizes a company to maintain an existing road to a proper standard. No new construction.

<b>List of Decisions</b> <b>As per Section 1.3 - Peace District or Sauleau First Nations</b>					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Peace Resource District/Pending decisions/ Comments
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	3-5	60 days	
SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	3-4	30 days	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	3-6	30 days	The Chief Forester must determine an AAC at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year for a TFL.
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5-6	24 months total several 60-day consultation	Multiple 60-day processes at discreet intervals over 24-month period
Deletion of Crown land	Admin	Minister FLNRO	5	60 days	The Minister may order the deletion of Crown land from a TFL if the deletion does not affect the AAC of the licence. As well, the Minister may order the deletion from a TFL area from Crown land if it is for the access purpose or for another purpose.
TFL consolidation, and subdivision	Admin	Minister FLNRO	3-6	30 days	Allows the Minister, with the consent of the TFL holder to amend a single TFL into one or more TFLs held by the same entity.
Deletion of Private land	Admin	Minister FLNRO	5	60 days	
TFL replacement	Admin	Minister FLNRO	3-5	60 days	The Minister must replace a licence unless the licensor denies it. A licence can be suspended if it does not meet the condition of the licence such as nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Licence transfer	Admin	Minister FLNRO	5	30 days	The holder of an agreement (tree farm licence) may transfer an agreement to another person. Both parties have to inform the government of the transfer. Any private land associated with the TFL remains subject to the TFL. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially, their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the licence transfer consultation process.
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Woodlot Licence (WL)</b>					
Establishment and advertising of WL area.	Admin	District Manager	6	60 days	A WL has a term up to 20 years which grants exclusive rights to harvest an AAC in a specified

**List of Decisions**  
**As per Section 1.3 - Peace District or Saulteau First Nations**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Peace Resource District/Pending decisions/ Comments
					area and manage forests in a specified area. A WL may include private land or reserve lands. A WL may be competitively or directly awarded.
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3-4	30 days	Usually related to Fire, Pests or disease.
Issue a WL	Admin	DM	3-6	30-60	Same as establishment but would be separate consultation
Management Plan decision	Admin	District Manager	1-5	60 days	Woodlot Management Plan includes inventories, management objectives (utilisation of timber resources, protection and conservation of non-timber values and resources, forest fire prevention and suppression, forest health, silviculture and road construction, maintenance and deactivation) and proposes an AAC.
Woodlot Licence Plan decision	Admin	District Manager	5	60 days	A woodlot licensee must have an approved Woodlot Licence Plan (WLP) from the government before they can harvest timber or build roads on Crown or reserve lands. First, a licensee submits a WLP to the government for approval. Once approved, the licensee can apply a cutting and road permits to harvest timber or build roads. A WLP may be approved for a 10-year term.
WL Plan amendments	Admin	District Manager	3-5	30 days	
Boundary/Area amendment	Admin	District Manager	3-5	30 days	
Deletion of Private land	Admin	Minister Forests, Lands and Natural Resource Operations	5	30 days	
Removal of private land	Admin	Regional Executive Director	2	30 days	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2-5	30 days	Any amendment that reduces the size of the area within the boundaries of the original boundary will be a level 2-Available upon Request.
Replacement of a woodlot license	Admin	Regional Executive Director	2-5	30 days	During the 6-month period following the ninth anniversary of an existing woodlot licence, the minister must offer its holder a replacement for the woodlot licence. A licence can be suspended if it does not meet the conditions of the license such nonpayment to the Crown, failing to Establish a Free Growing Stand.
Licence transfer	Admin	Regional Executive Director	2-4	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-5	15 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					
BC Timber Sales (BCTS) Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5-6	60 days	Consultation is done at the Operational Plan Review stage prior to Timber Sale Licence and Road Permit Issuance. Supplementary consultation is done when required as per the A consultation procedures.

<b>List of Decisions</b>					
<b>As per Section 1.3 - Peace District or Saulneau First Nations</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Peace Resource District/Pending decisions/ Comments</b>
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2-6	n/a	Same as FLTC issued by FLNR
BC Timber Sales (BCTS) Harvest Authority and Road Authority (FSJ Pilot Project, Timber Sale Licence)	Operational	Timber Sales Manager	5-6	60 days	Consultation is done at the Forest Operation Schedule (FOS) Review stage prior to tenure Issuance. Supplementary consultation is done when required as per the consultation procedures.
<b>Forest Stewardship Plans (TFL/FL/CFA/WL/ FNWL)</b>					
Forest Stewardship Plan (FSP) approval, including major amendments to FSP	Operational	District Manager	6	60 days	
FSP extensions	Operational	District Manager	3-5	30 days	
<b>Sustainable Forest Management Plan (Forest Licences FSJ Pilot Project)</b>					
Sustainable Forest Management Plan (FSJ Pilot Project)	Operational	RED/DRM	6	60 days	
Sustainable Forest Management Plan Extension (FSJ Pilot Project)	Operational	RED/DRM	3	30 days	
Forest Operations Schedule (FSJ Pilot Project)	Administrative	DM	1		Forest Licences Provide the information and DM receives it.

#### **Notes to Matrix**

- *This consultation matrix does not apply to Administrative or Operational Decisions associated with multi permitted, non-forestry related projects (i.e., mine, clean energy project, etc.). In such cases, a coordinated, project-based approach to consultation will be undertaken.*
- *For informational purposes only; decision maker level bound by legislation and delegation processes which may vary over time*

## APPENDIX C

### Revenue Sharing Contribution Methodology

#### Agreement Area Forest Revenue Sharing Component

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the DMK and DPC District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the applicable Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Saulteau First Nations' Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Saulteau First Nations in the Agreement Area will be calculated by determining the percent of the Agreement Area that falls within the Timber Harvesting Land Base in the DMK and DPC Forest District, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Territory Forest Revenue Sharing Component will be calculated by multiplying 10 percent of non BC Timber Sales forest revenue attributed to the Saulteau First Nations and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.