

Malahat Nation
Forest & Range
Consultation and Revenue Sharing Agreement
(the “Agreement” or “FCRSA”)

Between:

Malahat Nation
as represented by Chief and Council
 (“Malahat Nation”)

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”)

(each a “Party” and collectively the “Parties”)

WHEREAS:

- A. Malahat Nation has Section 35 Rights within the Territory.
- 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 *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.
- D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development and to provide a Revenue Sharing Contribution to assist Malahat Nation in its pursuit of activities to enhance the well-being of its Members.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

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

“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 Malahat Nation 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” 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;

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

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

“Matrix” means the table set out in section 1.10 of Appendix B;

“Member” means any person who is a member of the Malahat Nation;

“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, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

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

“RA” means a reconciliation agreement between British Columbia and Malahat Nation that creates a foundation for the reconciliation of Aboriginal rights and/or Aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

“Revenue Sharing Contribution” means each payment to be made by British Columbia to Malahat Nation under Article 3;

“SEA” means a strategic engagement agreement between British Columbia and Malahat Nation that includes agreement on a consultation process between Malahat Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Malahat Nation’s Section 35 Rights;

“Section 35 Rights” means Malahat Nation’s asserted Douglas Treaty rights and any asserted Aboriginal rights, including Aboriginal title, that are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

“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 the Ministry of Forests to contribute to, and be available for, long-term timber supply;

“Territory” means the geographic area identified by Malahat Nation as their territory located in British Columbia and as shown outlined in red on the map attached in Appendix A.

1.2 Interpretation. For the 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 Territory;

Appendix B – Consultation Process; and

Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate; and

Appendix E - Annual Report.

ARTICLE 2 - PURPOSE AND OBJECTIVES

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

- (a) to establish a consultation process the Parties will use to consult on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Malahat Nation's Section 35 Rights;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Malahat Nation to participate in the consultation process under this Agreement and as a contribution towards any accommodation that may be required in respect of potential impacts of forest and range decisions and operations within the Territory on Malahat Nation's Section 35 Rights;
- (c) to enhance the social, economic and cultural well-being of Members; and
- (d) to assist in achieving greater stability and certainty for forest and range resource development within the Malahat Nation's Territory.

ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

3.1 Calculation and timing of payments. Subject to sections 3.2 to 3.4, 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 Malahat Nation (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 and the second to be made on or before

March 31.

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:

\$35,000;

the first instalment of which will be paid on or before September 30, 2022, if the Effective Date is prior to July 31 or on or before March 31, 2023, if the Effective Date is after July 31.

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 the start of the month in which the Agreement is signed by Malahat Nation to:

- (a) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
- (b) 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 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to Malahat Nation 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. Malahat Nation agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTS

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

Nation

- 4.2 Election of Designate.** Malahat Nation 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 Malahat Nation and such appointment is confirmed by a Band Council Resolution of Malahat Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Malahat Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Malahat Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Malahat Nation (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 Malahat Nation (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 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) Malahat Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
 - (b) Revenue Sharing Contributions not having been suspended under Article 11.

5.2 Appropriation. Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Malahat Nation 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. Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Malahat Nation will identify potential measures to avoid infringement of Malahat Nation's Section 35 Rights resulting from 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 provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.

6.3 SEA or RA applies. Notwithstanding 6.1:

- (a) if before the Effective Date Malahat Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;
- (b) if on or after the Effective Date Malahat Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
- (c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.

- 6.4 Capacity funding.** The Parties acknowledge and agree that to assist Malahat Nation to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to Malahat Nation, under section 1.4 of Appendix C, capacity funding of no less than \$35,000 per annum.

ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** Malahat Nation 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 Revenue Sharing Contribution.** Malahat Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any 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 Malahat Nation's Section 35 Rights.
- 7.3 Where consultation process followed.** Malahat Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential measures to avoid the justifiable infringement of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Malahat Nation's Section 35 Rights.

ARTICLE 8 - ANNUAL REPORTS AND RECORDS

- 8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Malahat Nation will prepare an annual report, substantially in the form set out in Appendix E, identifying all expenditures made from the Payment Account since the date of the last such report or in the case of the first such report, since the Effective Date, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.2 Publication.** Malahat Nation will publish the annual report referred to in section 8.1 in a manner that can reasonably be expected to bring the information to the attention of Malahat Nation's communities and the public within 90 days of the end of each BC Fiscal Year.
- 8.3 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 days after Malahat Nation receives the final Revenue Sharing Contribution from British Columbia.

ARTICLE 9 - ASSISTANCE

9.1 Cooperation and Support. Malahat Nation 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.

ARTICLE 10 - DISPUTE RESOLUTION

10.1 Dispute Resolution Process. If a dispute arises between British Columbia and Malahat Nation 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 Malahat Nation; 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 resolve 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 Malahat Nation 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 Malahat Nation 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 the term is extended under section 12.2 or terminated under Article 11, or at the effective date of a new forestry revenue sharing process that replaces the FCRSA program.

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 British Columbia represents and warrants to Malahat Nation, with the intent and understanding that the Malahat Nation will rely on such representations and warranties in entering into this Agreement, that British Columbia has the authority to enter into this Agreement.

13.2 Malahat Nation represents and warrants to British Columbia, with the intent and understanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:

- (a) Malahat Nation has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
- (b) Malahat Nation has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of the Members; and
- (c) this Agreement is a valid and binding obligation upon Malahat Nation.

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, when received by the Party at the following address:

if to British Columbia:

Deputy Minister
Ministry of Indigenous Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Fax: (250) 387-6594

and if to the Malahat Nation:

Chief George Harry
Malahat Nation
110 Thunder Road, RR4
Mill Bay, BC
Telephone: (250) 743-3231
Fax: (250) 743-3251

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*; or
- (b) establish, affirm, recognize, abrogate or derogate from any of Malahat Nation's 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 Malahat Nation's 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, mitigate any infringements; 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 interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.

15.5 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.

15.6 Assignment. Malahat Nation must not assign, either directly or indirectly, this Agreement or any right of Malahat Nation under this Agreement without the prior written consent of British Columbia.

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

15.8 Third Parties. This Agreement is not intended to limit any obligation of Licensee or other third parties to Malahat Nation.

15.9 Other Economic Opportunities and Benefits. This Agreement does not preclude Malahat Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 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:


Malahat Nation

Chief  Henry

Feb 16 / 2023
Date

Councillor

Councillor


Witness of Malahat Nation signatures

Signed on behalf of:

Government of British Columbia



March 7, 2023

Minister of Indigenous Relations and Reconciliation

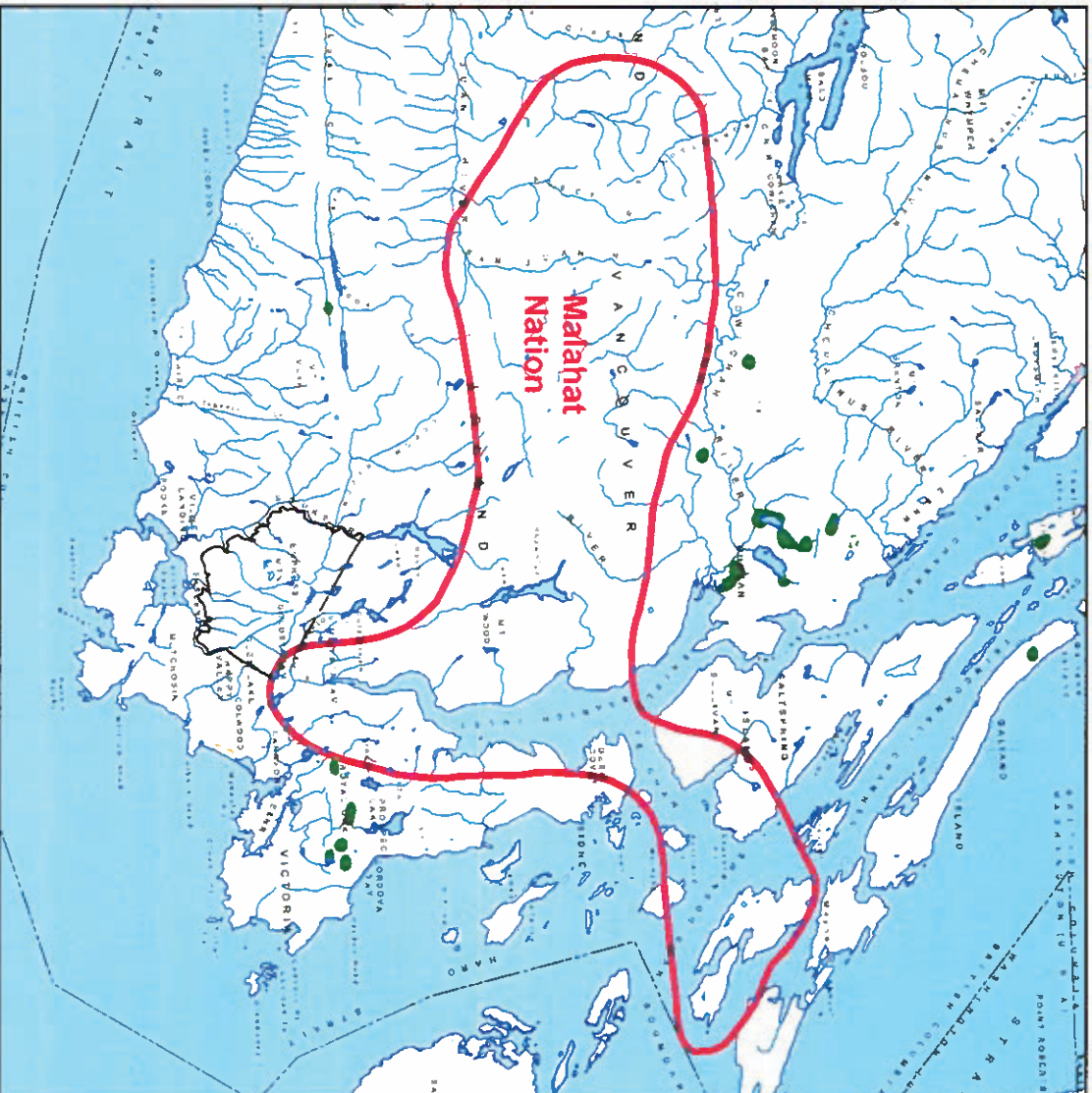
Date

Witness of Minister signature

APPENDIX A

Map of Malahat Nation Territory

Appendix A: Map of the Malahat Nation Traditional Territory



 Malahat Nation Forest and Range Consultation and Revenue Sharing Agreement Boundary



Date: November 17, 2022

This map has been prepared for information purposes only and is not intended to create, recognize, limit or deny any aboriginal rights, including title, that any First Nations may have, or impose any obligations on British Columbia or alter the legal status of resources within the Province or the existing legal authority of British Columbia



Key Map



APPENDIX B

Consultation Process for Administrative and/or Operational Decisions and Operational Plans within Malahat Nation Territory

- 1.1** British Columbia will consult with Malahat Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Malahat Nation's Section 35 Rights within the Territory in accordance with this Appendix B.
- 1.2** Malahat Nation will fully 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 Territory in accordance with this Appendix B.
- 1.3** In order to facilitate consultation, the Parties will use section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.4** 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" unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.5** If on or before January 31st 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 31st of the current fiscal year.
- 1.6** 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 Malahat Nation's Territory during the current fiscal year, British Columbia will notify the Malahat Nation 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.
- 1.7** If the Parties cannot agree upon which consultation level in section 1.10 of this Appendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Malahat Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.8** In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Malahat Nation will, unless otherwise agreed by

the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, 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 Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

1.9 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Malahat Nation 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 proceed to make a decision regarding the decision or plan.

1.10 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
1. Information Sharing: prior to formal consultation process	Referral to Malahat Nation during planning to provide opportunity to incorporate Section 35 Rights prior to submitting plan/request to the Delegated Decision Maker.	Proponent or Licensee engages directly with Malahat Nation and provides a summary of communications to British Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Malahat Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Malahat Nation can request more detail if they wish.

Level	Description	Intent
3. Notification	Notify in writing Malahat Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Malahat Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	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.
5. Normal Consultation	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 of accommodation options where appropriate. British Columbia will notify Malahat Nation of the final decision where requested by the Malahat Nation.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to mitigate impacts and avoid unjustifiable infringement of treaty rights where necessary.	Would involve meaningful discussion of suitable accommodation options and interimsolutions where appropriate. May require extended timelines. British Columbia will provide the Malahat Nation with the final decision and rational in writing.

1.11 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 Section 35 Rights Information is provided that indicates a different consultation level is appropriate.

1.12 Unless requested by the Malahat Nation, British Columbia is not obligated to inform the Malahat Nation 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

As per Section 1.3 - South Island Natural Resource District or Malahat Nation						
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Comments	
Allowable Annual Cut at the Timber Supply Area						
Timber supply reviews for Annual Allowable Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60-day consultations	Multiple 60 day processes at discrete intervals over 24 month period.	
AAC disposition /apportionment	Admin	Minister FOR	5	60 days		
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days		
Community Forest Agreements (CFA)						
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days		
Issue CFA	Admin	RED/DM	5	60 days		
CFA management plan approvals	Admin	Regional Executive Director	5	60 days		
CFA management plan amendment - minor	Admin	Regional Executive Director	3	30 days		
CFA management plan amendment - major	Admin	Regional Executive Director	5	60 days		
Probationary CFA transition into a CFA	Admin	Regional Executive Director	3	30 days		
Boundary/Area amendment	Admin	RED/DM	3	30 days	Legislation indicates DDM is DM or RED but currently it is the RED	
CFA Replacement	Admin	RED/DM	3	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.	
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.	
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 amendment	Operational	District Manager	1, 2	n/a		

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Comments
RP amendment	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, 2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m. Generally, no consultation obligations with minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.

Establishing or Amending Community Watersheds

Community Watersheds	Admin	Regional Executive Director	5	60 days	
Forest Licence (FL)					
AAC Designation	Admin	Regional Executive Director	5	60 days	
Licence transfer	Admin	Minister FOR	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	3, 5	6 months	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
FL surrender	Admin	District Manager	3	30 days	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	Typically in response to an unexpected catastrophic forest health event where management requires a temporary cut control uplift
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.
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.
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 amendment	Operational	District Manager	1,2	n/a	
RP amendment	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	1,2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
					Generally, no consultation obligations with minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.

Forestry Licence to Cut (FLTC)

Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	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.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs- issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs- extension	Admin	Regional Executive Director	2	n/a	
FLTC (major) with CPs- boundary amendment	Admin	Regional Executive Director	5	60 days	
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
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.
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.
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 amendment	Operational	District Manager	1, 2	n/a	
RP amendment	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, 2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m. Generally, no consultation obligations with minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
First Nation Woodland Licence (FNWL)					
Issue FNWL	Admin	RED/DM	5	60 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.
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.
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 amendment	Operational	District Manager	1, 2	n/a	
RP amendment	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, 2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
					Generally, no consultation obligations with 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 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
Forest Investment Account (FIA) Stewardship					
<ul style="list-style-type: none"> - Sustainable forest management planning; - Management unit and watershed level strategies/plans; - Resource Inventories; - Monitoring; - Decision support; - Recreation; etc.	Operational	District Manager	1, 5	60 days	Intended to improve the economic and ecological stability of the forest land base Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
Stand treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
Free Use Permits					
Free Use Permits for First Nations, traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood < 50m3	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood > 50m3	Operational	District Manager	3	30 days	
Free Use Permits < 50m3 for Mineral Exploration activity under a Mines Act Notice of Work (NOW) Permit	Operational	Inspector of Mines	2, 3	n/a, 30 days	Subject to consultation under the <i>Mines Act NOW</i> . Level 3 if not consulted concurrent with NOW.
Government Actions Regulation Orders (GAR)					
GAR Order establishment.	Admin	RED/DM	3	30 days	Consultation level set at notification. Generally GAR orders serve to protect lands from development (i.e., Visual Quality Objectives, Old Growth Management Areas, Wildlife Habitat Areas/ measures, etc)
Amendments to Visual Quality Objectives (VQOs), Wildlife Habitat Areas (WHAs)					
Minor amendments to VQO or WHA.	Admin	RED/DM	2	n/a	
Old Growth Management Areas (OGMA)					
Establishment of OGMA	Admin	District Manager	5	30	OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Major Amendments to the Order	Admin	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.

Higher Level Plan Orders

Higher level plan orders	Admin	Regional Executive Director	5	60 days	
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Land Act

Issue new Land Act Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits).	Admin	Minister FOR (or designate)	1, 5	60 days	Examples may include dryland sort and foreshore lease tenures. Note - BCTS may undertake consultation on these decisions (see BCTS subsection below).
Land Act tenure amendments, extensions and replacements related to forestry activities (not related to Special Use Permits).	Admin	Minister FOR (or designate)	1, 3	30 days	Examples may include dryland sort and foreshore lease tenures

Misc. Forest Tenure

Authority to harvest timber by Crown agents under Forest Act Sec 52	Operational	District Manager and Timber Sales Manager	2	n/a	May be used for FSR realignments, hell pad clearing for BCTS, research branch destructive sampling, and parks staff
Christmas Tree Management Plan approval	Operational	District Manager	1	0 days	
Christmas Tree Permit (CTP) to grow and/or harvest Christmas trees 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

Occupant Licence to Cut (OLTC)

Community wildfire protection, OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
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As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
OLTC with Rights and Without Rights (issuance & extension).	Operational	District Manager	2	n/a	Tree removal required for new infrastructure/ facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Road Use Permit (RUP) Issuance					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	
Recreation Sites and Trails (RST)					
The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (FRPA Section 56)	Admin	Sites and Trails BC Assistant Deputy Minister	3	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
Authorize trail construction (FRPA Section 57)	Admin	Sites and Trails BC Regional Manager / District Recreation Officer	3	30 days	
Protection of recreation resources on Crown land (FRPA Section 58)	Admin	Sites and Trails BC Regional Manager	1, 2	30 days	Typically used to protect a recreation resource or to manage public recreation use.
Special Use Permits (SUP)					
Issue new permit over previously un-impacted site (not applicable to roads, see below)	Admin	District Manager	1, 5	60 days	Examples may include logging camps, log sorts, and log dumps
					Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
Issue new permit on previously un-impacted site – roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
Issue permit (new/replacement) over previously developed site (not applicable to roads, see below)	Admin	District Manager	1, 3, 5	30 days	Examples may include roads, logging camps, log sorts, and log dumps Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on previously developed site – roads (old road grade)	Admin	District Manager	1, 2	n/a	
Tree Farm Licence (TFL)					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 days	
Timber supply reviews for AAC Cur (AAC) determination	Admin	Chief Forester	5	24 months total several 60 day consultation	Multiple 60 day processes at discrete intervals over 24 month period
Deletion of Crown land	Admin	Minister FOR	5	60 days	Unknown until application arrives
AAC Partition	Admin	Deputy Chief Forester	1, 3	30 days	
TFL consolidation, and subdivision	Admin	Minister FOR	1, 3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FOR	1, 3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FOR	1, 3	30 days	
Licence transfer	Admin	Minister FOR	1, 3	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.
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.
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 amendment	Operational	District Manager	1, 2	n/a	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
RP amendment	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	1,2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m. Generally, no consultation obligations with minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
Timber Licence (TL)					
Licence transfer	Admin	Minister FOR	3	30 days	
TL consolidation	Admin	Minister FOR	1, 3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	1, 3	30 days	Typically in response to an unexpected catastrophic forest health event where management requires a temporary cut control uplift
Woodlot Licence (WL)					
Establishment and advertising of WL area.	Admin	District Manager	5	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	Typically in response to an unexpected catastrophic forest health event where management requires a temporary cut control uplift
Issue a WL	Admin	District Manager	5	60 days	
Management Plan approvals including inventory and AAC determination	Admin	District Manager	1, 5	30 days	
Woodlot Licence Plan (WLP) approvals	Admin	District Manager	1, 5	60 days	
WLP amendments	Admin	District Manager	1, 3	30 days	
WLP extension for a term less than 2 years	Admin	District Manager	2	n/a	Temporary extension to allow WLP to conform with new/amended government objective(s)
WLP extension for a term greater than 2 years	Admin	District Manager	1, 5	60	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	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.
Cutting permit (CP) post harvest	Operational	District Manager	1, 2, 5	n/a, 30 days	Required where not addressed by information sharing or consultation prior to primary harvesting.
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 amendment	Operational	District Manager	1, 2	n/a	
RP amendment	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, 2	n/a	Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
					Generally, no consultation obligations with minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
BC Timber Sales (BCTS) TSL/RP					
Forest Operations Map (FOM)	Operational	Timber Sales Manager (TSM)	5	60 days	<p>The FOM is a BCTS information sharing tool used to facilitate efficient information sharing by providing an overview of planned BCTS road and timber sale developments.</p> <p>The FOM is intended to assist BCTS with meeting consultation requirements on individual Timber Sales and planned Road Construction projects.</p> <p>Supplementary consultation is done when required as per the Provincial consultation procedures.</p> <p>It is understood that some proposed TSL's and Road Construction projects may require extensive engagement. Where this is the case, at the request of the Nation, engagement will continue beyond the 60-day period.</p> <p>For clarity, consultation on the FOM will be relied upon by the TSM for each individual timber sale and road construction project contained there-in. Each project within the FOM will entail an independent decision by the TSM.</p> <p>Timber sales and/or road construction projects not contained within the FOM will be consulted on individually (See next two rows).</p>
Timber Sale License (TSL) / Road Construction Projects – new	Operational	TSM	5	60 days	<p>Not previously consulted on during FOM related engagement.</p> <p>It is understood that some proposed TSL/road projects may require extensive engagement. Where this is the case, at the request of the Nation, engagement will continue beyond the 60-day period.</p>
Includes:					
<ul style="list-style-type: none"> • New TSLs • Road Permits issued by the TSM for new construction. • New construction of Forest Service Roads by the TSM in areas not previously disturbed. 					

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
<p><i>Land Act</i> tenures associated / appurtenant to BCTS TSL and / or Road Construction Projects - new</p> <p>Includes:</p> <ul style="list-style-type: none"> • Marine Log Dumps and Direct to Barge loading sites • Licence of Occupation tenures 	Operational	Minister FOR (or designate)	1, 5	60 days	<p>Not previously consulted on during FOM related engagement.</p> <p>BCTS will undertake concurrent consultation on <i>Land Act</i> tenures that are associated/appurtenant to TSLs/Road Construction Projects.</p> <p>Supplementary consultation is done when required as per the Provincial consultation procedures.</p> <p>It is understood that some proposed projects may require extensive engagement. Where this is the case, at the request of the Nation, engagement will continue beyond the 60-day period.</p> <p>Major amendments to proposed TSLs are changes that differ from previously consulted FOMs in the following ways:</p> <ul style="list-style-type: none"> • Concerns and/or values previously identified by a nation may be impacted by the proposed amendment. • New or additional impacts on FRPA values by the proposed revisions. • A spatial shift of the TSL greater than 50% from that projected in a previous FOM will be considered significant. • The addition of more than 1 hectare of Road Right of Way clearing for specific project will be considered significant. <p>Supplementary consultation is done when required as per the Provincial consultation procedures.</p> <p>It is understood that some proposed TSL's and Road Construction projects may require extensive</p>
<p>Timber Sale Licence / Road Construction Project – major amendment</p>	Operational	TSM	5	60 days	<p>Supplementary consultation is done when required as per the Provincial consultation procedures.</p> <p>It is understood that some proposed TSL's and Road Construction projects may require extensive</p>

As per Section 1.3 - South Island Natural Resource District or Malahat Nation

Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments
					engagement. Where this is the case, at the request of the Nation, engagement will continue beyond the 60-day period.
					Amendments that do not meet the above major amendment parameters.
					Proposed area deletions decreasing the footprint of a previously projected TSL are considered minor amendments that can be made available upon request.
Timber Sale Licence / Road Construction Project – Minor amendment	Operational	TSM	1, 2	10 days, n/a	10 days' notice will be provided for decommissioning and reactivation work for roads not identified in the FOM
					Information on road deactivation and reactivation work for roads identified within the FOM is available upon request.
					Supplementary consultation is done when required as per the Provincial consultation procedures.
Amendments to Issued Timber Sale Licenses	Operational	TSM	1	10 days	Amendments to issued timber sales are rare.
TFL/FL/CFA/FNWL					
Forest Stewardship Plan (FSP) or CFA/FNWL WLP review and approval	Operational	District Manager	1, 5	60 days	
FSP or CFA/FNWL WLP - New or Replacement	Operational	District Manager	1, 5	60 days	
FSP or CFA/FNWL WLP Stocking Standard amendments	Operational	District Manager	2	n/a	
FSP or CFA/FNWL WLP amendments for mandatory and emergency situations	Operational	District Manager	2	n/a	
Other FSP or CFA/FNWL WLP amendments not noted above.	Operational	District Manager	1, 3	n/a	

As per Section 1.3 - South Island Natural Resource District or Malahat Nation					
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Comments
FSP or CFA/FNWL WLP extensions for a term greater than one year	Operational	District Manager	1, 3	30 days	
FSP or CFA/FNWL WLP extensions of one year or less.	Operational	District Manager	2	n/a	

Notes to Matrix

1. *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.*
2. *For informational purposes only; decision maker level bound by legislation and delegation processes which may vary over time.*

APPENDIX C

Revenue Sharing Contribution Methodology

Territory 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 District of South Island (DSI) 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 DSI.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Malahat Nation's 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 Malahat Nation's Territory will be calculated by determining the percent of Malahat Nation's Territory that falls within the Timber Harvesting Land Base in the South Island 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 8 percent of non-BC Timber Sales forest revenue attributed to the Malahat Nation and 11 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Malahat Nation is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Malahat Nation as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 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.

Direct Award Tenure Forest Revenue Sharing Component

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared detailing of Malahat Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from Eligible Volume within the Forest Licence.

- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

APPENDIX D

**Band Council Resolution Appointing the
Recipient Entity for the Malahat Nation FCRSA**

