

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

**Between**

**Kitselas First Nation**  
as represented by Chief and Council  
( Kitselas First 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. Kitselas First Nation has Aboriginal Interests 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 Kitselas First 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:

**“Aboriginal Interests”** means:

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

**“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 Kitselas First 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;

**“Eligible Volume”** means the volume of Crown timber provided to Kitselas First Nation in a direct award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the *Forestry Revitalization Act* that is appraised through the Market Pricing System;

**“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 in section 1.10 of Appendix B;

**“Member”** means any person who is a member of the Kitselas First 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 Kitselas First 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 Kitselas First Nation under Article 3;

**“Kitselas Consultation Agreement”** means the agreement between British Columbia and Kitselas First Nation that includes agreement on a consultation process between Kitselas First Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Kitselas First Nation’s Aboriginal Interests;

**“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 Kitselas First Nation as their traditional territory located in British Columbia and as shown 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

B - 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 Kitselas First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Kitselas First Nation to participate in the consultation process under this Agreement;
- (c) to enhance the social, economic and cultural well-being of Members; and
- (d) to recognize Kitselas First Nation's economic interests and assist in achieving greater stability and certainty for forest and range resourcedevelopment within the Kitselas First 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 Kitselas First 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:

\$241,000

the first instalment of which will be paid on or before September 30, 2023, if the Effective Date is prior to July 31 or on or before March 31, 2024, 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

- (a) the start of the month in which the Agreement is signed by Kitselas First Nation;
- (b) the end of the month in which the Agreement is terminated by either Party under Article 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:

- (i) 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
- (ii) 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 Kitselas First 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.** Kitselas First 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 Kitselas First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Kitselas First Nation.

- 4.2 Election of Designate.** Kitselas First 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 Kitselas First Nation and such appointment is confirmed by a Band Council Resolution of Kitselas First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Kitselas First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Kitselas First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Kitselas First 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 Kitselas First 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) Kitselas First 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 Kitselas First 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 Kitselas First Nation will identify potential measures to accommodate any potential adverse impacts on Kitselas First Nation's Aboriginal Interests 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, Kitselas First Nation includes forest and range management and decision making in the Kitselas Consultation Agreement, the consultation process set out in the Kitselas Consultation Agreement will continue after the Effective Date;
  - b) if after the Effective Date, Kitselas First Nation includes a consultation process which addresses forest and range management and decision making in the Kitselas Consultation Agreement, the consultation process set out in the Kitselas Consultation Agreement will supersede and replace the consultation process set out in this Agreement for the term of the Kitselas Consultation Agreement; and
  - c) if the Kitselas Consultation Agreement referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term
- 6.4 Capacity funding.** The Parties acknowledge and agree that to assist Kitselas First 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 Kitselas First 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.** Kitselas First 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 Contributions are an accommodation.** Kitselas First Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute an accommodation 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 Plans, on Kitselas First Nation's Aboriginal Interests.

**7.3 Where consultation process followed.** Kitselas First Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential adverse impacts of Administrative/or Operational Decisions, and any forest or range development.

## **ARTICLE 8 - ANNUAL REPORTS and RECORDS**

**8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Kitselas First

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.** Kitselas First 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 Kitselas First 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 Kitselas First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - ASSISTANCE**

**9.1 Cooperation and Support.** Kitselas First Nation will, if requested by BC, assist and provide its support to British Columbia in seeking to resolve any issues related to the implementation of this agreement.

**9.2 Cooperation and Support.** BC will, if requested by Kitselas First Nation, assist and provide its support to Kitselas First Nation to resolve issues related to the implementation of this agreement.

## **ARTICLE 10 - DISPUTE RESOLUTION**

**10.1** Dispute Resolution Process. If a dispute arises between British Columbia and Kitselas First 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 Kitselas First 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 Kitselas First 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 Kitselas First 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.
- 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 Kitselas First Nation, with the intent and understanding that the Kitselas First 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** Kitselas First 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) Kitselas First Nation has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
  - (b) Kitselas First 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 Kitselas First 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  
[IRRInfo@gov.bc.ca](mailto:IRRInfo@gov.bc.ca)

and if to the Kitselas First Nation:

Chief Glen Bennett  
Kitselas First Nation  
2225 Gitaus Road  
Terrace, BC V8G 0A9  
Telephone: (250) 635-5084  
Fax: (250) 635-5335

**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) establish, affirm, recognize, abrogate or derogate from any of Kitselas First Nation's Aboriginal Interests.

**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 Kitselas First Nation's Aboriginal Interests;
- (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 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.** Kitselas First Nation must not assign, either directly or indirectly, this Agreement or any right of Kitselas First Nation under this Agreement without the priorwritten 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 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Kitselas First Nation has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests haveyet to be established. The Parties intend that broader processes that may be engaged into bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of Kitselas First Nation Aboriginal Interests.

**15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Kitselas First Nation.

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

**15.11 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.

**15.12 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.

Signed on behalf of:

**Kitselas First Nation**

  
\_\_\_\_\_

Chief Glen Bennett

March 26, 2024  
\_\_\_\_\_

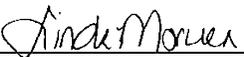
**Date**

  
\_\_\_\_\_

Councillor

  
\_\_\_\_\_

Councillor

  
\_\_\_\_\_

Witness of Kitselas First Nation signatures

Signed on behalf of:

**Government of British Columbia**

  
\_\_\_\_\_

Minister of Indigenous Relations and  
Reconciliation

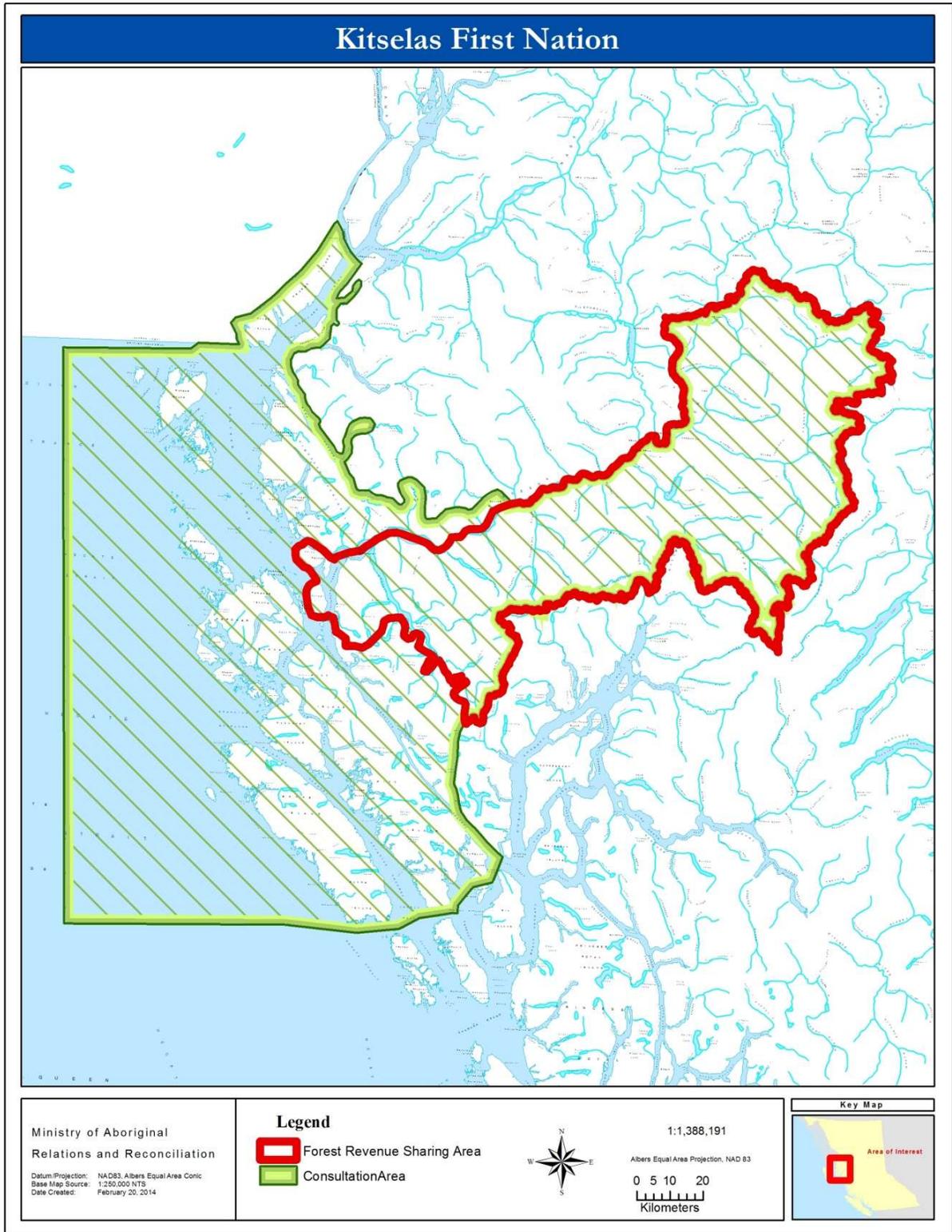
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**Date**

**APPENDIX A**  
**Map of Kitselas First Nation Territory**

# APPENDIX A

## Map of Kitselas First Nation Traditional Territory



## **APPENDIX B**

### **Consultation Process for Administrative and/or Operational Decisions and Operational Plans within Kitselas First Nation Territory**

- 1.1 British Columbia will consult with Kitselas First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Kitselas First Nation's Aboriginal Interests within the Territory, in accordance with this Appendix B.
- 1.2 Kitselas First 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 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.
- 1.6 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 the Territory of Kitselas First Nation during the current fiscal year, British Columbia will notify the Kitselas First 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 Kitselas First 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, Kitselas First 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 Aboriginal Interests 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 Kitselas First 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   |
|---|--|--|
| <b>1. Information Sharing:</b> prior to formal consultation process | Referral to Kitselas First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Delegated Decision Maker. | Proponent or Licensee engages directly with Kitselas First Nation, and provides summary of communications to British Columbia.   |
| <b>2. Available on Request</b>                                      | Type of notification whereby British Columbia informs Kitselas First Nation they will not be sending out information.  | British Columbia notifies on an annual basis which decision(s) fall in this category. Kitselas First Nation can request more detail if they wish.  |
| <b>3. Notification</b>  | Notify in writing Kitselas First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.                                  | British Columbia provides Kitselas First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up. |

| <b>Level</b>                             | <b>Description</b>  | <b>Intent</b>  |
|--|---|--|
| <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 of accommodation options where appropriate. British Columbia will notify Kitselas First Nation of the final decision where requested by the Kitselas First Nation. |
| <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. Preliminary assessments may indicate a significant Aboriginal Interest and a significant impact to that interest. | Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Kitselas First Nation with the final decision and rationale 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 Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Kitselas First Nation, British Columbia is not obligated to inform the Kitselas First 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

## Schedule 1 – List of Decisions

### Coast Mountains Natural Resource District

| Decision Category                    | Decision   | Delegated Decision Maker                        | Consultation Level | Consultation Period | Kalum / North Coast District Comments   |
|--------------------------------------|--|---|--------------------|---------------------|---|
| <b>Administrative Decisions</b>      |  |   |                    |                     |   |
| <b>TSA AAC</b>                       | Timber supply reviews (Chief Forester) for timber supply area (TSA) annual allowable cut (AAC) determination | Chief Forester                                  | 5                  | 24 months total     | Pacifica TSA 16/17<br>Kispiox TSA 17/18<br>Cascadia TSA 17/18   |
| <b>TSA AAC</b>                       | Annual allowable cut apportionment   | Minister  | 5                  | 30-60 days          | Pacifica TSA 16/17<br>Kispiox TSA 17/18<br>Cascadia TSA 17/18   |
| <b>Forest Licence</b>                | Non-replaceable forest licence (NRFL) extension/Issuance   | Regional Executive Director                     | 3,5                | 21-60 days          | [Extension=level 3; New licences = level 5]<br><br>Kitkatla NRFL Extension<br>Metlakatla NRFL Extension |
| <b>Forest Licence/TFL</b>            | Forest licence/TFL replacement   | Regional Executive Director                     | 5                  | 30-60 days          | GBR North 5 FL replacements<br>Kalum 3 FL replacements<br>TFL 1 replacement<br>TFL 41 replacement       |
| <b>Timber Licence</b>                | Extension  | Regional Executive Director                     | 5                  | 30-60 days          |   |
| <b>Forest Licence/TL</b>             | Transfer/consolidation of forest licences (except woodlots)  | Minister  | 3                  | 21-30 days          | 1 FL Transfer and additional volume   |
| <b>Misc. Forest Tenure Decisions</b> | Conversion of major timber sale licences   | Minister  | 5                  | 30-60 days          |   |
| <b>TFL Decisions</b>                 | Management plan / AAC approval   | Chief Forester                                  | 3                  | 21-30 days          | TFL 1   |
| <b>TFL Decisions</b>                 | Deletion of Crown land   | Minister  | 5                  | 30-60 days          |   |
| <b>CFA Decisions</b>                 | Community forest agreement management plan amendments and approvals  | Regional Executive Director or District Manager | 3, 5               | 21-60 days          |   |
| <b>CFA Decisions</b>                 | Timber supply review and/or allowable annual cut determination   | Regional Executive Director (RED)               | 5                  | 30-60 days          |   |
| <b>CFA Decisions</b>                 | Boundary amendment   | Regional Executive Director (RED)               | 3                  | 21-30 days          |   |

| Decision Category                | Decision   | Delegated Decision Maker    | Consultation Level | Consultation Period | Kalum / North Coast District Comments   |
|----------------------------------|--|-----------------------------|--------------------|---------------------|---|
| <b>Woodlot Licence Decisions</b> | Direct award of woodlot to First Nations through FRA/FRO process (either new or area increase) | Minister                    | 3                  | 21-30 days          | Metlakatla  |
| <b>Woodlot Licence Decisions</b> | Boundary amendment to increase Crown land only under Section 47.3 (FN only)                    | Regional Executive Director | 3                  | 21-30 days          |   |
| <b>Woodlot Licence Decisions</b> | New management plan or amendments  | District Manager            | 3                  | 21-30 days          |   |
| <b>Land Act Decision</b>         | Land Act tenure amendments and approvals related to forestry infrastructure                    | Minister                    | 3,5                | 21-60 days          | [Amendments= Level 3; new permits = Level 5. Examples may include dryland sort and foreshore lease tenures]   |
| <b>GARS</b>                      | Government actions regulation orders   | Minister                    | 3                  | 21-30 days          | 2017/18 Coast Mountains<br>GAR Orders:<br>Kalum Grizzly Bear Specified Areas<br>VQO<br>Kiteen LUOR<br>Skeena Isl.   |
| <b>TSA AAC</b>                   | Annual allowable cut disposition (TSA)   | Regional Executive Director | 5                  | 30-60 days          |   |
| <b>CFA Decisions</b>             | Identification of community forest agreement area and district manager approval                | District Manager            | 5                  | 30-60 days          |   |
| <b>Operational Decisions</b>     |  |                             |                    |                     |   |
| <b>Forest Licence/TFL/CFA/WL</b> | Cutting permit issuance  | District Manager            | 1,5                | 0-60 days           | Approx. 25-30 /yr.<br>Consultation period subject to information sharing summary provided by licensee. Summary also to be provided to Kitselas.<br>Consultation period subject to information sharing summary provided by licensee. |
| <b>Special Use Permits</b>       | Special use permit amendments/replace ment and issuance  | District Manager            | 3,5                | 21-60 days          | [Amendments/replacements =level 3; new permits=level 5.]  |
| <b>OGMAs</b>                     | Establishment of old growth management area  | District Manager            | 2                  | Annual notice       | No known amendments at this time for 2017/2018.   |

| Decision Category   | Decision   | Delegated Decision Maker  | Consultation Level | Consultation Period | Kalum / North Coast District Comments   |
|---|--|---|--------------------|---------------------|---|
| <b>Forest Licence</b>   | Forest stewardship plan extensions   | District Manager  | 3                  | 21-30 days          |   |
| <b>Forest Licence/TFL/CFA</b>                                 | FSP approval (including major amendments)  | District Manager  | 5                  | 30-60 days          | Skeena Sawmills FSP<br>Haisla FSP<br>CTR FSP<br>KVL FSP<br>KFP FSP  |
| <b>Forest Licence/TFL/CFA</b>                                 | Forest stewardship plans minor amendments  | District Manager  | 2                  | N/A                 | FSP minor amendments not consulted on. District Manager decision  |
| <b>Woodlot Licence Decisions</b>                              | Woodlot licence plan/forest development plan amendments  | District Manager  | 5                  | 30-60 days          |   |
| <b>Forest Licence/TFL/CFA/WL</b>                              | CP amendments  | District Manager  | 2                  | N/A                 | Minor amendments only.  |
| <b>LBIS funding [Forest Investment Account - Stewardship]</b> | Stand treatments to meet timber objectives (fertilization/Juvenile spacing/brushing)               | District Manager  | 2                  | up to 10 days       | Funding anticipated but not yet committed   |
| <b>Misc. Forest Tenure Decisions</b>                          | Free use permit issuance or FN cultural use  | District Manager  | 2                  | Annual notice       |   |
| <b>Misc. Forest Tenure Decisions</b>                          | Authority to harvest timber by Crown agents (Forest Act Sec 52)                                    | Authority to harvest timber by Crown agents (Forest Act Sec 52) | 2                  | Annual notice       | Occasionally used for such items as FSR realignments, Heli-pad clearing for BCTS, research branch destructive sampling, parks staff, and some MOTI tenures. |
| <b>Misc. Forest Tenure Decisions</b>                          | Permit to grow and/or harvest Christmas trees on Crown land  | District Manager  | 2                  | Annual notice       |   |
| <b>Licence to Cut - OLTC, FLTC</b>                            | Forestry licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails) | District Manager and Regional Executive Director                | 2                  | Annual notice       |   |
| <b>Licence to Cut - OLTC, FLTC</b>                            | Community wildfire protection (FLTC)   | Regional Executive Director                                     | 3                  | 21-30 days          |   |
| <b>Licence to Cut - OLTC, FLTC</b>                            | Occupant licence to cut issuance   | District Manager  | 2                  | Annual notice       | Approx. 8-10/year. Cell towers, green energy projects, mineral claims, Heli-ski glading, etc.   |

| <b>Decision Category</b>           | <b>Decision</b>                                     | <b>Delegated Decision Maker</b>           | <b>Consultation Level</b> | <b>Consultation Period</b> | <b>Kalum / North Coast District Comments</b>  |
|------------------------------------|---|---|---------------------------|----------------------------|---|
| <b>Licence to Cut - OLTC, FLTC</b> | Forestry licence to cut issuance by BC Timber Sales | Timber Sales Manager                      | 2                         | Annual notice              |   |
| <b>Road Use Permits</b>            | Road use permits on FSRs (new and amendments)       | District Manager                          | 2                         | Annual notice              |   |
| <b>Road Permit Issuance</b>        | Road Permit Issuance                                | District Manager and Timber Sales Manager | 1, 5                      | 0-60 days                  | Approx. 25-30 /yr. Consultation period subject to information sharing summary provided by licensee.<br>Consultation period subject to information sharing summary provided by licensee. |
| <b>BC Timber Sales</b>             | Timber sale licence issuance                        | Timber Sales Manager                      | 3                         | 21-30 days                 | Refer to annual list provided directly by BCTS.   |

## **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 Coast Mountains District and Skeena-Stikine 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 Coast Mountains District and Skeena-Stikine Forest District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Kitselas First 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 Kitselas First Nation's Territory will be calculated by determining the percent of Kitselas First Nation's Territory that falls within the Timber Harvesting Land Base in the Coast Mountains District and Skeena-Stikine 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 Kitselas First Nation and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Kitselas First 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 Kitselas First 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 Kitselas First 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 (35/50/75) 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.

### **Forest Revenue Sharing Transition**

- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Kitselas First Nation in any given full year under the Kitselas First Nation *Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
  - 3.2.1 2024/25 BC Fiscal Year 40 percent;
  - 3.2.2 2025/26 BC Fiscal Year 40 percent
  - 3.2.3 2026/27 BC Fiscal Year 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years under section 3.1 provides:
  - (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Kitselas First Nation Forest and Range Opportunity Agreement*, then Kitselas First Nation will receive the annual payments described by the Revenue Sharing Calculation in section 3.1 for those BC Fiscal Years; or
  - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Kitselas First Nation Forest and Range Opportunity Agreement*, then Kitselas First Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Kitselas First Nation Forest and Range Agreement*.

**APPENDIX D**

**Band Council Resolution Appointing  
the  
Recipient Entity for the Kitselas First Nation  
FCRSA**

# APPENDIX E

## Annual Report

**(Example only)**

| Socio-economic Priority | 2019/2020 Planned Expenditures | 2019/2020 Actual Expenditures | Outcomes Achieved | Variance Explanation |
|-------------------------|--------------------------------|-------------------------------|-------------------|----------------------|
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |
|                         |                                |                               |                   |                      |

### Confirmation

In accordance with section 8.1 of the Kitselas First Nation Forest & Range Consultation and Revenue Sharing Agreement, Kitselas First Nation confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name) On behalf of Kitselas First Nation