

FORESTRY SHARED DECISION MAKING PILOT AGREEMENT

Between:

Sechelt Indian Band, as represented by Chief and Council (“shíshálh Nation”)

And:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forests, Lands, Natural Resources Operations, and Rural Development and the Minister of Indigenous Relations and Reconciliation (“British Columbia”)

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

WHEREAS:

- A. The Parties entered into the shíshálh Government-to-Government Agreement on June 21, 2016 (the “Government-to-Government Agreement”) and as part of implementing that agreement are negotiating and attempting to reach agreement on a long term reconciliation agreement (the “Foundation Agreement”);
- B. As part of Foundation Agreement negotiations the Parties are looking to address shared decision making within the shíshálh Nation Territory to achieve greater predictability regarding natural resource development;
- C. The Parties have developed a shared decision making model with respect to proposed forestry decisions within the shíshálh Nation Territory that they would like to pilot on an interim basis in order to better inform Foundation Agreement negotiations;
- D. The Parties have entered into the shíshálh Nation Interim Forestry Agreement as amended by the shíshálh Nation Interim Forestry Agreement Amending Agreement effective March 27, 2017, the term of which, unless the Parties agree otherwise, expires on December 31, 2017 (the “Interim Forestry Agreement”);
- E. BC Timber Sales and shíshálh Nation have entered into the Forestry Protocol Agreement effective September 25, 2007, the term of which expires sixty days after the date of written notification to the other party (the “BCTS Protocol”); and
- F. The Interim Forestry Agreement and the BCTS Protocol each include engagement processes by which British Columbia consults shíshálh Nation on

identified forestry applications and the Parties wish to replace those engagement processes with the process set out in this Agreement for the term of this Agreement.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

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

“Aboriginal Rights” means:

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

“Agreement” means this Forestry Shared Decision Making Pilot Agreement;

“Administrative or Operational Decision” means a decision by the Minister or a Delegated Decision Maker related to forest resources under provincial legislation;

“Application” means an application by a Proponent, other than BCTS, for a Forestry Decision;

“BCTS” means B.C. Timber Sales, a business unit within British Columbia’s Ministry of Forests, Lands, Natural Resources Operations, and Rural Development with a mandate to provide the cost and price benchmarks for timber harvested from public land in British Columbia;

“BCTS Protocol” means the agreement referred to in recital E;

“BCTS Proposal” means a proposal prepared by BCTS in respect of proposed forestry activities in the Territory that may have an adverse impact on shíshálh Nation’s Aboriginal Rights;

“Business Day” means a day, other than a Saturday or a Sunday, shíshálh Nation Self-Government Day, December 24th to and including January 1st, or a statutory holiday in the province of British Columbia;

“Culturally Sensitive Site” means a site of archaeological, historical or cultural significance to the shíshálh Nation, including a resting place of shíshálh Nation ancestors and remains, sacred and spiritual place, house site, battle area, wood and stone fish trap, travel route, rock shelter or cave site, or high altitude site;

“Delegated Decision Maker” or **“DDM”** means a person with authority to make statutory decisions with respect to forest resources under provincial legislation;

“Effective Date” means the date this Agreement is fully executed by both Parties;

“Interim Forestry Agreement” means the agreement referred to in recital D;

“Forestry Decision” means a decision in respect of:

- a) an Operational Plan;
- b) an Administrative or Operational Decision; or
- c) a BCTS Proposal;

by a Delegated Decision Maker that may have an adverse impact on shíshálh Nation’s Aboriginal Rights within the Territory, not including any decision in respect of an authorization, permit, licence, or approval identified in Appendix C;

“Foundation Agreement” means the agreement being negotiated by the Parties as referred to in recital A;

“Government-to-Government Agreement” means the agreement referred to in recital A;

“Interim Forestry Agreement” means the agreement referred to in recital D;

“Minister” means the Minister of Forests, Lands, Natural Resource Operations, and Rural Development having the responsibility, from time to time, for the exercise of powers in respect of forests matters;

“Operational Plan” means a Forest Stewardship Plan, Woodlot License Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest legislation) that has or will have effect in the Territory;

“Proponent” means a company, individual, agency or entity that holds or is applying for an Administrative or Operational Decision and includes BCTS in relation to a BCTS Proposal;

“Recommendation” means a recommendation in relation to a Forestry Decision that is developed by the Board and provided to shíshálh Nation Chief and Council and to a Delegated Decision Maker in accordance with Appendix B;

“Review Package” means the information to be provided to the Working Group under sections 1.1 and 1.2 of Appendix B;

“Shared Decision Making Board” or “Board” means the board established under section 3.1;

“Shared Decision Making Process” means the process in Appendix B which will be used to define consultation between the Parties with respect to Forestry Decisions;

“shísháhlh Nation Self-Government Day” means October 9th of each year or, if that date falls on a weekend or another statutory holiday, the Friday preceding or Monday following October 9th, as determined by shísháhlh Nation Chief and Council;

“Solutions Forum” has the same meaning as in the Government-to-Government Agreement;

“Territory” means shísháhlh Nation’s claimed or asserted Territory as shown in bold red on the map attached in Appendix A;

“Working Group” means the working group established under section 3.2.

1.2. Interpretation. For purposes of this Agreement:

- a) “includes” and “including” are not intended to be limiting;
- b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- c) any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- d) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*;
- e) any reference to a corporate entity includes any predecessor or successor to such entity;
- f) “consensus” in relation to a decision or Recommendation of the Working Group or the Board means the unanimous agreement of the appointees of both Parties to the Working Group or the Board, as applicable;
- g) as the context requires, a reference to “British Columbia” includes BCTS; and

- h) 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 are attached to and form part of this Agreement:

Appendix A - Map of Territory

Appendix B - Shared Decision Making Process

Appendix C – List of Excluded Forestry Decisions

2.0 Purpose and Objectives

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

- a) pilot an engagement process between shíshálh Nation and British Columbia through which the Parties will engage on Forestry Decisions in a manner that is reflective of shíshálh's Aboriginal Rights and addresses British Columbia's legal consultation obligations;
- b) assist in achieving stability and greater predictability for forest resource development within the Territory;
- c) provide for a process through which the Parties will seek to fulfill their obligations to consult and, if appropriate, accommodate shíshálh Nation's Aboriginal Rights with respect to Forestry Decisions;
- d) begin a process to field-test and evaluate the approach to shared decision-making provided for under this Agreement in furtherance of the goal of creating a shared decision-making model that may be implemented by agreement of the Parties through the Foundation Agreement;
- e) enhance and develop a working relationship between the Parties that is based on trust and respect for each other's perspectives and constraints; and
- f) work collaboratively with the overall goal of increasing the likelihood that the process provided for will improve the efficiency and harmony of engagement between the parties in relation to Forestry Decisions.

2.2. The Parties acknowledge that, given the potential short term nature of this Agreement, it may not be possible to fully field test and evaluate the Shared Decision Making Process and intend that the Foundation Agreement will include

provisions to further test, improve and refine those processes for the mutual benefit of both Parties.

- 2.3.** The Parties will undertake the following actions in order to achieve the purposes and objectives set out in section 2.1:
- a) establish a Shared Decision Making Board as described in section 3.1 and Appendix B of this Agreement;
 - b) establish a Working Group as described in section 3.2 and Appendix B of this Agreement; and
 - c) develop and apply analysis tools and performance metrics to improve the Shared Decision Making Process.

3.0 Shared Decision Making Board and Working Group

- 3.1.** Within ten (10) Business Days of the Effective Date, the Parties will establish a Shared Decision Making Board, comprised of at least two and no more than three members appointed by shíshálh Nation and at least two and no more than three members appointed by British Columbia, to:
- a) review Applications and BCTS Proposals and make Recommendations; and
 - b) undertake the activities and functions identified in this Agreement.
- 3.2.** Within ten Business Days of the Effective Date, the Parties will establish a Working Group comprised of at least two and no more than three members appointed by shíshálh Nation and at least two and no more than three members appointed by British Columbia, to:
- a) conduct an initial review and provide its initial assessment of Applications and BCTS Proposals to the Board in accordance with Appendix B; and
 - b) undertake the other activities and functions identified in Appendix B.
- 3.3.** Each Party may identify alternates to serve in the place of any of its appointees to the Working Group or the Board who may be temporarily unavailable to attend meetings or perform their Working Group or Board responsibilities.
- 3.4.** Each Party will be responsible for the cost of implementing its obligations under this Agreement, including all costs associated with the participation of their respective appointees to the Board and the Working Group in the Shared Decision Making Process and the costs of their respective appointees to the Solutions Forum.

3.5. The Working Group and the Board will be responsible for developing their respective policies and rules of procedure in a manner consistent with this Agreement.

4.0 Engagement Process

4.1. The process set out in Appendix B will be the means by which British Columbia and shíshálh Nation engage in consultation on Forestry Decisions and, where appropriate, identify potential measures to accommodate any potential adverse impacts on the shíshálh Nation's Aboriginal Rights resulting from Forestry Decisions.

4.2. For certainty, shíshálh Nation acknowledges and agrees that British Columbia is not required to engage in consultation or identify potential measures to accommodate any potential adverse impacts on the shíshálh Nation's Aboriginal Rights in respect of any decision related to an authorization, permit, licence, or approval identified in Appendix C.

4.3. British Columbia will use the map of shíshálh Nation's Territory set out in this Agreement at Appendix A.

4.4. British Columbia may share the map of the Territory as set out in Appendix A with any provincial government agency or Proponent responsible for information sharing associated with a decision that is subject to this Agreement.

4.5. The Parties agree that the process set out in Appendix B is a "shared decision making agreement" contemplated by section 4.4 of the Interim Forestry Agreement and that the Shared Decision Making Process set out in this Agreement supersedes and replaces the engagement process set out in the Interim Forestry Agreement.

4.6. For certainty, other than Appendix B of the Interim Forestry Agreement, which is replaced by the Shared Decision Making Process set out in this Agreement, the Interim Forestry Agreement is valid and in force and binding on the Parties in accordance with its terms.

4.7. The Parties acknowledge and agree that, for the term of this Agreement, the Shared Decision Making Process supersedes and replaces the review process set out in section 3 of the BCTS Protocol.

4.8. The Parties acknowledge and agree that prior to the Effective Date consultation and engagement in respect of the forestry decisions identified below has been commenced and is ongoing pursuant to the consultation procedures and engagement processes under the Interim Forestry Agreement and the BCTS Protocol, as applicable, and that consultation and engagement in respect of those matters will be conducted pursuant to the Interim Forestry Agreement and

the BCTS Protocol, as applicable, and that the Shared Decision Making Process does not apply in respect of those decisions:

BCTS Protocol:

SN FO#	Block #'s	Licence	Map/Area	Plan GROSS Area (Ha)*	Volume (m3)	SDM Pilot Inclusion?
FO05002.40D	G081C3BA-Freil Lake	A81131	HOTHAM	41.9	26550	No
FO05002.40E	G042C46N	A93884	MT ELPHINSTONE	28.0	5011	No
FO05002.23 and FO05002.40E	G042C3MY	A93884	MT ELPHINSTONE	26.9	24488	No
Decked Wood Sale		A94865	HASLAM LAKE	1.6	1456	No
FO05002.53B	F090C42G	A94317	BROOKS LAKE	13.4	11331	No
FO05002.53B	F090C42K	A94317	BROOKS LAKE	47.3	31659	No
FO05002.53B	F090C42H	A94317	BROOKS LAKE	41.2	31614	No
FO05002.53B	F089C42C	A93997	JEFFERD	62.1	40803	Shishalh's decision
FO5002.50	Lena Bay Log Dump Permit Renewal	n/a	JERVIS	n/a	n/a	No

Interim Forestry Agreement:

Name	Date Referred to	Tenure Type	Proponent	Location
W1674 Replacement	07-Feb-17	Woodlot Licence Replacement	302958 BRITISH COLUMBIA LIMITED	Trout Lake
WFP FSP Replacement	08-June-17	FSP Replacement Application	Western Forest Products	TFL 39

Liscence to be Replaced	Client Name	Current Effective Date	9.0 Year Offer Deadline	9.5 Year Offer Deadline	District	Current Expiry Date	Location
A19220	Interfor Corporation	2008-10-30	2017-10-30	2018-04-30	DSC	2023-10-29	Sunshine Coast TSA
A19224	Interfor Corporation	2008-11-02	2017-11-02	2018-05-02	DSC	2023-11-01	Sunshine Coast TSA
A19229	A & A Trading Limited	2008-11-11	2017-11-11	2018-05-11	DSC	2023-11-10	Sunshine Coast TSA
A80590	A & A Trading Limited	2008-10-30	2017-10-30	2018-04-30	DSC	2023-10-29	Sunshine Coast TSA
A86928	Interfor Corporation	2010-01-01	2019-01-01	2019-07-01	DSC	2023-10-29	Sunshine Coast TSA
A86929	Interfor Corporation	201-01-01	2019-01-01	2019-07-01	DSC	2023-10-29	Sunshine Coast TSA

5.0 Review of Engagement Process

- 5.1 The Board will, from time to time, meet and review the Shared Decision Making Process established under this Agreement in light of the performance criteria and metrics agreed upon by the Board and will consider how the Shared Decision Making Process may be improved to create additional efficiencies.

6.0 Acknowledgments and Covenants by shíshálh Nation

- 6.1. shíshálh Nation agrees that if the Shared Decision Making Process set out in Appendix B is followed in relation to a Forestry Decision during the term of this Agreement, British Columbia will have consulted and, where appropriate, will have identified potential measures to accommodate potential adverse impacts of that Forestry Decision and any related forest or range authorization, permit, licence, approval or disposition, on shíshálh Nation's Aboriginal Rights.

7.0 Dispute Resolution

- 7.1. If a dispute arises between British Columbia and shíshálh Nation regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 7.2. If the duly appointed representatives of the Parties are unable to resolve a dispute under section 7.1, the interpretation issue may be raised to the Solutions Forum established under the Government-to-Government Agreement to assist in reaching resolution of the issue.

8.0 Term and Termination

- 8.1. The term of this Agreement commences on the Effective Date.
- 8.2. Unless otherwise agreed by the Parties, this Agreement will terminate:
- a) on the termination of the Interim Forestry Agreement; or
 - b) 30 Business Days after written notice to terminate this Agreement is provided by either Party to the other Party setting out reasons for termination.
- 8.3. Prior to the end of the term of this Agreement, the Parties will meet to review the status of this Agreement and Foundation Agreement negotiations and may agree to negotiate a renewal or replacement of this Agreement.
- 8.4. If notice of termination is provided under section 8.2 b), then prior to the expiry of the 30 Business Day notice period, the Solutions Forum will meet to discuss the reasons for termination and consider whether there are any steps that may be taken that could result in the continuation of this Agreement.

9.0 Amendment of Agreement

- 9.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

10.0 Notice

- 10.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by email, registered mail, or transmitted by facsimile to the address of the other Party as set out in section 10.3 of the Agreement.
- 10.2. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 10.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Chief Negotiator
Negotiations and Regional Operations
Ministry of Indigenous Relations and Reconciliation
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shíshálh Nation

Divisional Manager
Stewardship and Territorial Land Management Division
shíshálh Nation
PO Box 740
Sechelt, B.C. V0N 3A0
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jpaul@secheltnation.net

11.0 General Provisions

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

11.2. 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, define, limit, abrogate or derogate from any shíshálh Nation rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

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

- a) an admission of the validity or invalidity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of any shíshálh Nation rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- 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;
- 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;
- d) an acceptance by a Party of the position of the other Party regarding its jurisdiction, responsibilities and decision-making authority; or


- e) preventing any Party from commencing a legal proceeding which it deems necessary in the circumstances.
- 11.4. No Fettering.** Nothing in this Agreement is to be construed as fettering in any manner, the exercise of any statutory, prerogative, executive or legislative power or duty.
- 11.5. 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.
- 11.6. Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 11.7. Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that shíshálh Nation has Aboriginal Rights within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Rights have yet to be determined.
- 11.8. Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to shíshálh Nation.
- 11.9. Other Economic Opportunities and Benefits.** This Agreement does not preclude shíshálh Nation from accessing forestry economic opportunities and benefits, which may be available to it.
- 11.10. 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.
- 11.11. 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.
- 11.12. 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.
- 11.13. Legal power, capacity and authority of shíshálh Nation.** shíshálh Nation represents and warrants to British Columbia, with the intent and understanding that they will be relied on by British Columbia in entering into this Agreement, that it enters into this Agreement for, and on behalf of itself and its members and that as represented by its Chief and Council, it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

11.14. Legal power, capacity and authority of British Columbia. British Columbia represents and warrants to shíshálh Nation, with the intent and understanding that they will be relied on by shíshálh Nation in entering into this Agreement, that it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement and that all necessary actions have been taken by British Columbia to authorize the execution and delivery of this Agreement.

11.15. Execution in Counterpart. This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in section 10.1 or any other method agreed to by the Parties.

Signed on behalf of:

shíshálh Nation



Chief



Date



Councillor



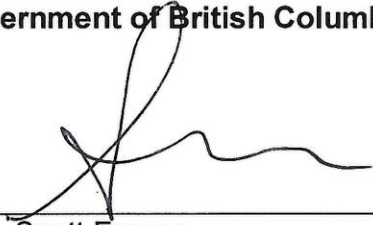
Councillor



Witness of shíshálh Nation signatures

Signed on behalf of:

Government of British Columbia



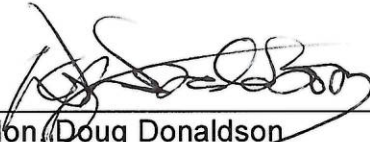
Hon. Scott Fraser
Minister of Indigenous Relations and
Reconciliation

Oct. 16/17.

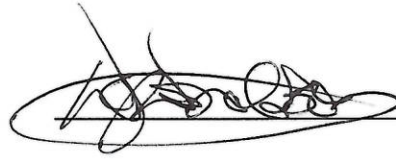
Date



Witness of Minister's signature



Hon. Doug Donaldson
Minister of Forests, Lands, Natural
Resource Operations and Rural
Development

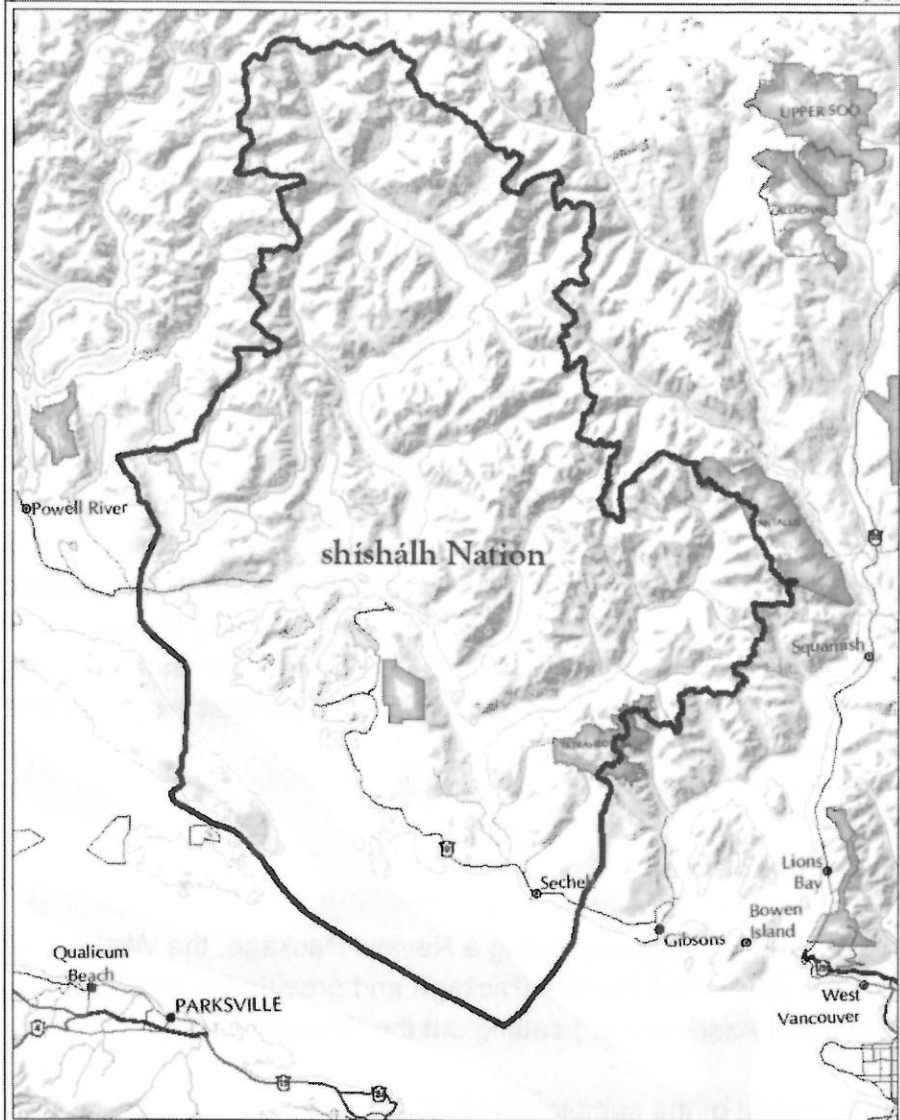


J. M. 17/10/12

Witness of Minister's signature

Appendix A Map of shishálh Nation Territory

Date: August 27, 2017



shishálh Nation Territory

shishálh Nation Territory

0 1000 2000
Meters
Ratio scale is correct at 11"x17" page size.

This map has been prepared for information purposes only and is not intended to create, recognize, lease or deny any aboriginal rights, including title. It may have limited use only, as it may not be appropriate in British Columbia or other legal systems of countries within the Province or the common law authority of British Columbia.

Produced by: GeoBC
 Created by: Decimus Topographic, Inc.
 Coordinate System: BCAD83N
 Date: August 27, 2017
 Produced for:
 Ministry of Indigenous Relations and Reconciliation

APPENDIX B

Shared Decision Making Process

1.0 Commencement of Engagement.

- 1.1** British Columbia will commence engagement in respect of a Forestry Decision by providing the shíshálh Nation and the Working Group with a written Review Package in relation to the Forestry Decision.
- 1.2** A Review Package provided in respect of an Application will include a copy of the Application, and a Review Package provided in respect of a BCTS Proposal will include the information contemplated by the BCTS Protocol.
- 1.3** In the event that engagement between shíshálh Nation and the Proponent took place with respect to an Application or BCTS Proposal prior to a Review Package being submitted to the Working Group and shíshálh Nation Chief and Council advised British Columbia in writing that it was not opposed to the Application or BCTS Proposal, shíshálh Nation will so advise the Working Group, the Board and the Delegated Decision Maker, and the Delegated Decision Maker can proceed to make the Forestry Decision without the process set out in this Appendix B being followed.

2.0 Working Group Review

- 2.1** Within 40 Business Days of receiving a Review Package, the Working Group will undertake a review of the Review Package and provide the Board with a written report (an "Initial Assessment") setting out the Working Group's:
 - a)** assessment of the completeness of the information provided in the Review Package;
 - b)** recommendation as to the estimated timeframe (20, 40, 60, or 90 Business Days) for the Board to review the Application or BCTS Proposal and provide its Recommendations;
 - c)** summary of any concerns the Working Group may have with respect to the Application or BCTS Proposal; and

- d) location of the proposed activity;
- e) whether the proposed activity affects a Culturally Sensitive Site;
- f) nature of the proposed activity, including whether it affects water, involves herbicides or insecticides, or affects access to shíshálh Nation's cultural heritage resources;
- g) scope of the proposed activity, including the size and magnitude, level of disturbance and temporal aspects (long or short term impact or seasonality);
- h) relationship of the proposed activity to past, present, and proposed future activities that could impact shíshálh Nation's Aboriginal Rights;
- i) amount of information sharing related to the proposed activity prior to submission of an Application or BCTS Proposal;
- j) anticipated scope and complexity of accommodation measures that may be necessary; and
- k) such other factors as the Working Group may reasonably determine.

2.9 The Working Group may establish sub-groups to focus on specific topics associated with an Application or BCTS Proposal.

3.0 Board Review

3.1 No earlier than three and no later than 14 Business Days after receiving an Initial Assessment from the Working Group under section 2.1, the Board will meet to consider the Application or BCTS Proposal and the Initial Assessment provided by the Working Group.

3.2 At its first meeting held in accordance with section 3.1, the Board will:

- a) consider the initial views of the Working Group with respect to the Application or BCTS Proposal;
- b) determine by consensus whether any additional information that may be required to complete its assessment of the Application or BCTS Proposal;

- c) determine by consensus the 20, 40, 60, or 90 Business Day timeframe which the Board will require to complete its assessment of the Application or BCTS Proposal and provide its Recommendations; and
- d) notify shíshálh Nation and British Columbia, or the Proponent, as applicable, of the 20, 40, 60, or 90 Business Day timeframe that the Board will require to complete its assessment of the Application or BCTS Proposal and provide its Recommendations.

3.3 The Board may by consensus agree to extend or shorten the timeframe required to complete its review of an Application or BCTS Proposal that is established under section 3.2 c) and if the Board agrees to any such timeframe extension or shortening it will notify shíshálh Nation and British Columbia, or the Proponent, as applicable.

3.4 If the Board is not able to reach consensus under section 3.2 c) on the timeframe required to complete its assessment of an Application or BCTS Proposal and provide its Recommendations, or a decision to extend or shorten a timeframe under section 3.3, the Board may by written notice refer the matter to the Solutions Forum and the Solutions Forum will meet within 10 Business Days of receiving notice to discuss and provide recommendations to the Board as to how to resolve the matter.

3.5 Upon completing its review of a Review Package the Board will, within the timeframe set by the Board under sections 3.2 c) or 3.3, provide the Delegated Decision Maker and shíshálh Nation Chief and Council with its written Recommendations respecting the Application or BCTS Proposal and the Forestry Decision.

3.6 The Board will strive to provide consensus Recommendations for all Forestry Decisions but if the Board cannot agree by consensus on its Recommendations, Board members will, within the timeframe set by the Board for its review of an Application or BCTS Proposal under sections 3.2 c) or 3.3, provide non-consensus Recommendations to shíshálh Nation Chief and Council and to the Delegated Decision Maker.

3.7 If requested by British Columbia, the Board will provide documentation and the rationale supporting the Recommendations on the basis and understanding that such material may be disclosed by British Columbia to a Proponent to support the making of the Forestry Decision.

- 3.8** Notwithstanding section 3.7, any material provided to a Proponent will not include confidential information that has been provided by shíshálh Nation to British Columbia, unless otherwise agreed by the shíshálh Nation.
- 3.9** For certainty, nothing in this Agreement limits or effects any obligation British Columbia may have under law with respect to the disclosure of any confidential information that has been provided to it by shíshálh Nation.
- 3.10** British Columbia acknowledges that the disclosure of confidential information to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could be reasonably expected to harm the relations between British Columbia and shíshálh Nation and that if British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose Confidential Information, British Columbia will provide shíshálh Nation with notice of the request and the opportunity to express any views regarding the disclosure.

4.0 Responses after receipt of a Recommendation

- 4.1** If British Columbia makes a Forestry Decision that is consistent with the Recommendations, British Columbia will, within 10 Business Days, provide written notification of the decision to shíshálh Nation Chief and Council and, if requested by shíshálh, will also identify how shíshálh interests and written comments have been addressed.
- 4.2** If either Party intends to make a decision that is not consistent with the consensus Recommendations of the Board or, if the Board has not made consensus Recommendations, the Recommendations of the Board members appointed by the other Party, that Party will notify the Board and the other Party.
- 4.3** At the written request of either Party, the Solutions Forum will meet within 10 Business Days of receiving notice under section 4.2, or at a time otherwise agreed, to discuss the Forestry Decision.
- 4.4** Neither shíshálh Nation nor British Columbia will make a Forestry Decision prior to the earlier of meeting under section 4.3 or the expiry of the time period to meet under section 4.3.

- 4.5** Both shíshálh Nation and British Columbia will give serious consideration to the issues raised by the other Party at any meeting that may occur under section 4.3 when making a Forestry Decision.
- 4.6** Where a decision by shíshálh Nation or British Columbia is not consistent with the Board's Recommendations or the issues raised by the other Party at the meeting under section 4.3, shíshálh Nation or British Columbia, as the case may be, will, within 10 Business Days after the decision has been made, notify the other Party of the decision and, if requested, provide a written rationale for the decision identifying how the other Party's interests and concerns have been addressed.

Appendix C

DRAFT: List of Excluded Forestry Decisions

Decision	Decision Type	Provincial Delegated Decision Maker
Forest Act		
Cutting Permits and Road Permits (under various forest tenures other than Woodlots)		
CP/RP minor amendments (i.e. fringe blowdown)	Operational	District Manager
BC Timber Sales Timber Sale Licence (TSL) and Road Permit (RP)		
TSL/RP minor amendments	Operational	Timber Sales Manager
Free Use Permits		
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager
Misc. Forest Tenure		
Authority to harvest timber by Crown agents. (<i>Forest Act</i> Sec 52) (i.e. heli-pad clearing for BCTS & research branch sampling for District)	Operational	District Manager and Timber Sales Manager
Christmas Tree Permit (CTP)	Operational	District Manager
Road Use Permit (RUP) Issuance		
RUP over existing FSRs (Forest Service Roads) for industrial use or maintenance	Admin	District Manager
Woodlot Licence (WL)		
CP/RP minor amendments	Operational	District Manager