Skatin
Forest & Range
Consultation and Revenue Sharing Agreement
(the "Agreement" or "FCRSA")

Between:

Skatin Nation,
as represented by Chief and Council
(Skatin)

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. Skatin 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 Skatin in its pursuit of activities to enhance the well-being of its Members.

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

THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

1.1. Definitions. For the purposes of this Agreement, 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 Skatin 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 Skatin 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 Skatin.

"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 Skatin 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 Skatin under Article 3;

"SEA" means a strategic engagement agreement between British Columbia and Skatin that includes agreement on a consultation process between Skatin and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Skatin'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 Skatin 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 Skatin's Aboriginal Interests;

(b) to provide a Revenue Sharing Contribution to support the capacity of the Skatin 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 Skatin's economic interests and assist in achieving greater stability and certainty for forest and range resource development within the Skatin'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 Skatin (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:

(a) $159,680.00;

(b) the first instalment of which will be paid on or before September 30, 2026 if the Effective Date is prior to July 31 or on or before March 31, 2027 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 Skatin;

(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:

(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 Skatin 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. Skatin 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 Skatin notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Skatin.

4.2 Election of Designate. Skatin 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 Skatin and such appointment is confirmed by a Band Council Resolution of Skatin.

4.3 Obligations continue. The election of a Designate under section 4.2 does not relieve Skatin of its obligations under this Agreement.

4.4 Payment Account. Skatin or its Designate will:

(c) establish and, throughout the Term, maintain an account in the name of Skatin (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

(d) 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 Skatin (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) Skatin 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 Skatin 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 Skatin will identify potential measures to accommodate any potential adverse impacts on Skatin'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 Skatin 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 Skatin 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, the consultation process set out in Appendix B will apply for the remainder of the Term.

6.4 Capacity funding. The Parties acknowledge and agree that to assist Skatin 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 Skatin, 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. Skatin acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

7.2 Where consultation process followed. Skatin 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

accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Skatin's Aboriginal Interests.

ARTICLE 8 - ANNUAL REPORTS and RECORDS

8.1 **Annual Report.** Within 90 days of the end of each BC Fiscal Year, Skatin 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.** Skatin 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 Skatin'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 Skatin receives the final Revenue Sharing Contribution from British Columbia.

ARTICLE 9 - ASSISTANCE

9.1 **Cooperation and Support.** Skatin 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 Skatin 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 Skatin; 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 Skatin 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 Skatin 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 two (2) 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 Skatin, with the intent and understanding that the Skatin 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 Skatin 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) Skatin has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;

(b) Skatin 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 Skatin.

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

and if to the Skatin:

Chief Patrick Williams
Skatin Nation
PO Box 478
Mount Currie, BC, V0N-2K0
Fax: (604) 894-0031

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 Skatin'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 Skatin'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. Skatin must not assign, either directly or indirectly, this Agreement or any right of Skatin 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 Acknowledgment. The Parties acknowledge and enter into this Agreement on the basis that Skatin has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be established. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of Skatin Aboriginal Interests.

15.9 Third Parties. This Agreement is not intended to limit any obligation of Licensees or other third parties to Skatin.

15.10 Other Economic Opportunities and Benefits. This Agreement does not preclude Skatin 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.

15.13 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.

15.14 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.

15.15 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:

Skatin

Chief Patrick Williams

6/19/2026
Date

Councillor

Councillor

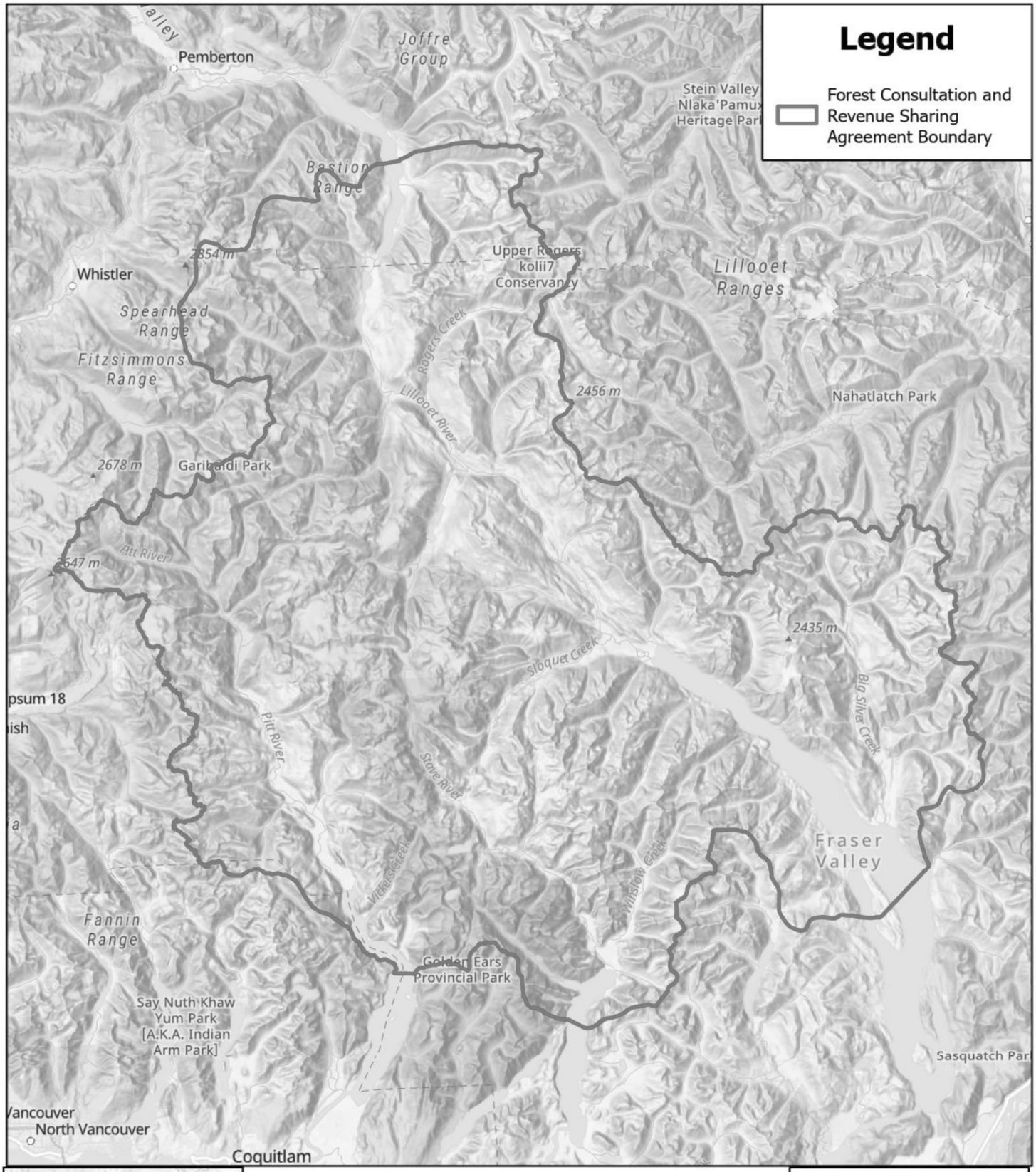
Witness of Skatin signatures

Signed on behalf of:

Government of British Columbia

Minister of Indigenous Relations and Reconciliation

August 7, 2026
Date


Legend
Forest Consultation and Revenue Sharing Agreement Boundary
Pemberton
Joffre Group
Stein Valley Nlaka'Pamux Heritage Park
Bastion Range
2854 m
Whistler
Upper Rogers kolii7 Conservancy
Lillooet Ranges
Spearhead Range
Fitzsimmons Range
Rogers Creek
Lillooet River
2456 m
Nahatlatch Park
2678 m
Garibaldi Park
Att River
2647 m
2435 m
Sloquet Creek
Big Silver Creek
Pitt River
Stave River
Fraser Valley
Vickers Creek
Winslow Creek
Fannin Range
Golden Ears Provincial Park
Say Nuth Khaw Yum Park [A.K.A. Indian Arm Park]
Sasquatch Park
North Vancouver
Coquitlam
Appendix A
Esri, TomTom, FAO, NOAA, USGS, NRCan, Esri, CGIAR, USGS, Esri Canada, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NRCan, Parks Canada, Esri, USGS
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APPENDIX B

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

1.1. British Columbia will consult with Skatin on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Skatin's Aboriginal Interests within the Territory, in accordance with this Appendix B.

1.2. Skatin 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 the Territory of Skatin during the current fiscal year, British Columbia will notify the Skatin 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 Skatin 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, Skatin 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 Skatin 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 Skatin during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Delegated Decision Maker.	Proponent or Licensee engages directly with Skatin, andprovides summary of communications to British Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Skatin they will not besending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Skatin canrequest more detail if they wish.
3. Notification	Notify in writing Skatin about an upcoming decision andprovide overview information. Would be an opportunity for comment.	British Columbia provides Skatin base level information and a short reasonabletime (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 Skatin of the final decision where requested by the Skatin.
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 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 Skatin 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 Skatin, British Columbia is not obligated to inform the Skatin 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

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Allowable Annual Cut at the Timber Supply Area					
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60-day consultations	Multiple 60-day processes at discreet intervals over 24-month period
AAC disposition /apportionment	Admin	Minister of Forests	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 amendments	Admin	Regional Executive Director	3	30 days	
Probationary CFA transition into a CFA	Admin	Regional Executive Director	3	30 days	
Boundary/Area amendment	Admin	Regional Executive Director (legislation indicates DM or RED	5	30 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
		but currently it is the RED)			
CFA Replacement	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	0-30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
Delisting Community Watersheds					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
Forest Licence (FL)					
AAC Designation	Admin	Regional Executive Director	5-6	60 days	
Licence transfer	Admin	Minister	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
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	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	5	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	0-30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
					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
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	District Manager and Regional Executive Director	2	n/a	
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	District Manager	3	30 days	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in	Operational	District Manager	2	n/a	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
association with Land Act tenures					
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
First Nation Woodland Licence (FNWL)					
FNWL through treaty or interim measures agreement	Admin	Regional Executive Director	3	30 days	
Issue FNWL	Admin	RED/DM	5		
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	0-30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	5	60 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	5	60 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Management Plan amendments including AAC amendments	Admin	RED/DM	3	30 days	
Forest Investment Account (FIA) Stewardship					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1-5	0-60 days	Consultation levels guided by the *Land Based Investment Interim First Nations Information Sharing Guidelines 2010*
Stand Treatments to meet timber objectives	Operational	District Manager	1-5	0-60 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	
Government Actions Regulation Orders (GARS)					

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Generally, GARS serve to protect lands from development	Admin	District Manager	5	60 days	
Higher Level Plan Orders					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
Misc. Forest Tenure					
Authority to harvest timber by Crown agents. (*Forest Act* Sec 52) May be used FSR realignments, helipad clearing for BCTS, research branch destructive sampling, and parks staff	Operational	District Manager and Timber Sales Manager	2	n/a	
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 Often in association with compatible land use such as BC Hydro power line right of ways	Operational	District Manager	2	n/a	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Occupant Licence to Cut (OLTC)					
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	District Manager and Regional Executive Director	2	n/a	
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	District Manager	3	30 days	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	District Manager	2	n/a	
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Old Growth Management Areas (OGMA)					
Establishment and major amendment of OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	Admin	District Manager	5	60 days	
Minor Amendment of OGMA.	Admin	District Manager	3	30 days	Licensee led information sharing according to the nature/significance of the amendment as per the consultation procedures. Supplemental consultation by FOR may occur based on the outcome of licensee lead information sharing.
Range					
New range tenure (re-issuance of relinquished tenure or no previous tenure)	Admin	District Manager	5	60 days	
Range tenure replacement	Admin	Minister	3	60 days	
Range tenure major amendments, boundary change	Admin	District Manager	5	60 days	
Range tenure transfer	Admin	N/A	N/A		Advisory upon occurrence; tenure holder process

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Grazing lease replacement	Admin	Minister	3	30 days	
1 Year grazing permit issuance	Admin	District Manager	5	60 days	
Animal Unit Month (AUM)adjustment	Admin	District Manager	3	30 days	Major adjustment to AUM only
Range use plan (RUP) or stewardship plan issuance	Operational	District Manager	5	60 days	
Range use plan or range stewardship plan extensions	Operational	District Manager	3	30 days	
RUP amendments (major)	Operational	District Manager	3	30 days	
Range developments not in RUP (large scale)	Operational	District Manager	5	60 days	
Range developments not in RUP (small scale)	Operational	District Manager	3	30 days	
Pest Management Plan	Operational	Regional Executive Director	1,5	60 days	Plan prepared at Branch/regional level
Road Use Permit (RUP) Issuance					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2-5	0-60 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Recreation Sites and Trails (RST)					
The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (Section 56 FRPA)	Admin	Sites and Trails BC Assistant Deputy Minister	3 or 5	30 or 60 days	
Dis-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	30 days	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/ District Recreation Officer	3	30 days	
Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use.	Admin	Sites and Trails BC Regional Manager	1-3	0-30 days	
Special Use Permits (SUP)					
Issue new permit over previously un-impacted site. Examples may include logging camps,	Admin	District Manager	5	60 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
log sorts, and log dumps					
SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	3	30 days	
Tree Farm Licence (TFL)					
Management plan approval AAC determination	Admin	Deputy Chief Forester	3	30 days	
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60-day consultation	Multiple 60-day processes at discreet intervals over 24-month period
Deletion of Crown land	Admin	Minister	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister	3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister	5	60 days	Unknown until application arrives
TFL replacement	Admin	Minister	3-5	30-60 days	
Licence transfer	Admin	Minister	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
					the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	0-30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
Timber Licence (TL)					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	3	30 days	
Extension	Admin	Regional Executive Director	5	60 days	
Exemptions from cut control limits for forest health **TL**	Admin	Regional Executive Director	3	30 days	
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	
Issue a WL	Admin	DM	3-5	30-60 days	
Management Plan approvals	Admin	District Manager	3-5	30-60 days	

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
Timber supply reviews for AAC determination	Admin	District Manager	5	60 days	
WL Plan approvals	Admin	District Manager	5	60 days	
WL Plan amendments	Admin	District Manager	3	30 days	
Boundary/Area amendment	Admin	District Manager	3	30 days	
Deletion of Private land	Admin	Minister	2	n/a	
Removal of Crown land	Admin	Regional Executive Director	2	n/a	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	2	n/a	
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-3	0-30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the

Decision	Decision Type	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Resource District/Pending decisions/ Comments
					nature/significance of the amendment as per the consultation procedures.
BC Timber Sales TSL/RP					
BC Timber Sales (BCTS) Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5	60 days	Consultation is done at the Operational Plan Review stage prior to Timber Sale Licence and Road Permit Issuance. Supplementary consultation is done when required as per the consultation procedures.
TFL/FL/CFA/WL/ FNWL					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP	Operational	District Manager	5	60 days	
FSP and WLP extensions	Operational	District Manager	3	30 days	
Wildfire Salvage					
Forest Licence to Cut (FLTC)	Operational	District Manager	4	30 days	
Cutting Permit (CP)	Operational	District Manager	4	30 days	

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 Sea to Sky Forest District and Chilliwack Forest 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 Sea to Sky Forest District and Chilliwack 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 Skatin'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 Skatin's Territory will be calculated by determining the percent of Skatin's Territory that falls within the Timber Harvesting Land Base in the Sea to Sky Forest District and Chilliwack 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 Skatin and 11 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.

1.4. If Skatin 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 Skatin 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

1.6. 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 Skatin'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.

1.7. 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.

1.8. 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

1.9. 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.

1.10. 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 Skatin in any given full year under the Skatin Forest and Range Opportunity Agreement ("the Annual Amount") and applying the following percentages to that Annual Amount:

2025/26 BC Fiscal Year	40 percent;
2026/27 BC Fiscal Year	40 percent
2027/28 BC Fiscal Year	40 percent

1.11. 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 Skatin Forest and Range Opportunity Agreement, then Skatin 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 Skatin Forest and Range Opportunity Agreement, then Skatin will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the Skatin Forest and Range Agreement.

APPENDIX D

Band Council Resolution Appointing the Recipient Entity for the Skatin 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 Skatin Forest & Range Consultation and Revenue Sharing Agreement, Skatin 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 Skatin