

## RE: FCRSA Boundary Changes

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From: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
To: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>, Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>, Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>  
Cc: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>, Bolster, Heath R IRR:IN <Heath@bolster.ca>, Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
Sent: September 15, 2020 1:25:22 PM PDT  
Thanks Sarah.

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**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** September 15, 2020 1:12 PM  
**To:** Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>; Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>  
**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
**Subject:** RE: FCRSA Boundary Changes

Hello Paul,  
I'd like to request a boundary change for Pacheedaht. It is a minor change that will bring the boundary into alignment with the CAD boundary which, as Peter notes, will soon be updated.

The GIS files are attached in this email.

Amending the boundary now will prevent us from needing to do an amendment as Pacheedaht has not yet signed their agreement which expires on September 19<sup>th</sup>.

Thanks,  
Sarah

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**From:** Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>  
**Sent:** September 15, 2020 10:35 AM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
**Subject:** RE: FCRSA Boundary Changes

Thanks Paul

FYI – Pacheedaht and s.16 CAD boundaries are currently being amended.

Pacheedaht - boundary change is minor, but there is additional forest landbase being captured in the amendment  
This change should be happening in the next month or so

s.16

There are other CAD amendment verifications underway, but the two above are moving most quickly

Thanks  
P

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**From:** Kerr, Paul IRR:EX <[Paul.Kerr@gov.bc.ca](mailto:Paul.Kerr@gov.bc.ca)>

**Sent:** September 15, 2020 10:04 AM

**To:** Gereb, Attila IRR:EX <[ati.gereb@gov.bc.ca](mailto:ati.gereb@gov.bc.ca)>; Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>; Crockford, Dennis IRR:EX <[Dennis.Crockford@gov.bc.ca](mailto:Dennis.Crockford@gov.bc.ca)>; Stoudt, Rick IRR:EX <[Rick.Stoudt@gov.bc.ca](mailto:Rick.Stoudt@gov.bc.ca)>; Hilton, Peter IRR:EX <[Peter.Hilton@gov.bc.ca](mailto:Peter.Hilton@gov.bc.ca)>; Glover, Tlell IRR:EX <[Tlell.Glover@gov.bc.ca](mailto:Tlell.Glover@gov.bc.ca)>; Wilder, Camille IRR:EX <[Camille.Wilder@gov.bc.ca](mailto:Camille.Wilder@gov.bc.ca)>; Giles, Wayne IRR:EX <[Wayne.Giles@gov.bc.ca](mailto:Wayne.Giles@gov.bc.ca)>; von Gaza, Katie IRR:EX <[Katie.vonGaza@gov.bc.ca](mailto:Katie.vonGaza@gov.bc.ca)>; Ritsema, Roger IRR:EX <[Roger.Ritsema@gov.bc.ca](mailto:Roger.Ritsema@gov.bc.ca)>; Rankin, Lynn A IRR:EX <[Lynn.Rankin@gov.bc.ca](mailto:Lynn.Rankin@gov.bc.ca)>; Poland, Peter IRR:EX <[Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)>; Bogh, Tara IRR:EX <[Tara.Bogh@gov.bc.ca](mailto:Tara.Bogh@gov.bc.ca)>

**Cc:** Sidhu-Scherer, Jeanette IRR:EX <[Jeanette.SidhuScherer@gov.bc.ca](mailto:Jeanette.SidhuScherer@gov.bc.ca)>; Bolster, Heath R IRR:IN <[Heath@bolster.ca](mailto:Heath@bolster.ca)>; Lironi, Emma FLNR:EX <[Emma.Lironi@gov.bc.ca](mailto:Emma.Lironi@gov.bc.ca)>

**Subject:** RE: FCRSA Boundary Changes

Quick reminder that today is the deadline for boundary change requests to Heath, per my note below.

Thx.

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**From:** Kerr, Paul IRR:EX

**Sent:** August 31, 2020 9:55 AM

**To:** Gereb, Attila IRR:EX <[ati.gereb@gov.bc.ca](mailto:ati.gereb@gov.bc.ca)>; Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>; Crockford, Dennis IRR:EX <[Dennis.Crockford@gov.bc.ca](mailto:Dennis.Crockford@gov.bc.ca)>; Stoudt, Rick IRR:EX <[Rick.Stoudt@gov.bc.ca](mailto:Rick.Stoudt@gov.bc.ca)>; Hilton, Peter IRR:EX <[Peter.Hilton@gov.bc.ca](mailto:Peter.Hilton@gov.bc.ca)>; Glover, Tlell IRR:EX <[Tlell.Glover@gov.bc.ca](mailto:Tlell.Glover@gov.bc.ca)>; Wilder, Camille IRR:EX <[Camille.Wilder@gov.bc.ca](mailto:Camille.Wilder@gov.bc.ca)>; Giles, Wayne IRR:EX <[Wayne.Giles@gov.bc.ca](mailto:Wayne.Giles@gov.bc.ca)>; von Gaza, Katie IRR:EX <[Katie.vonGaza@gov.bc.ca](mailto:Katie.vonGaza@gov.bc.ca)>; Ritsema, Roger IRR:EX <[Roger.Ritsema@gov.bc.ca](mailto:Roger.Ritsema@gov.bc.ca)>; Rankin, Lynn A IRR:EX <[Lynn.Rankin@gov.bc.ca](mailto:Lynn.Rankin@gov.bc.ca)>; Poland, Peter IRR:EX <[Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)>; Bogh, Tara IRR:EX <[Tara.Bogh@gov.bc.ca](mailto:Tara.Bogh@gov.bc.ca)>

**Cc:** Sidhu-Scherer, Jeanette IRR:EX <[Jeanette.SidhuScherer@gov.bc.ca](mailto:Jeanette.SidhuScherer@gov.bc.ca)>; Bolster, Heath R IRR:IN <[Heath@bolster.ca](mailto:Heath@bolster.ca)>; Lironi, Emma FLNR:EX <[Emma.Lironi@gov.bc.ca](mailto:Emma.Lironi@gov.bc.ca)>

**Subject:** FW: FCRSA Boundary Changes

Good morning, please see attached from Emma Lironi at FLNORD re FRCSA boundary changes. If there are any proposed boundary changes for FCRSA, please provide those changes (with shape files) to Heath Bolster ([heath@bolster.ca](mailto:heath@bolster.ca)) asap.

Also, attached is the most recent Guidelines For Boundary Changes. Any proposed changes must follow the process outlined in that document and that process should be documented with the request.

Thanks.

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**From:** Lironi, Emma FLNR:EX <[Emma.Lironi@gov.bc.ca](mailto:Emma.Lironi@gov.bc.ca)>

**Sent:** Friday, August 28, 2020 2:44 PM

**To:** Kerr, Paul IRR:EX <[Paul.Kerr@gov.bc.ca](mailto:Paul.Kerr@gov.bc.ca)>

**Cc:** Bolster, Heath R IRR:IN <[Heath@bolster.ca](mailto:Heath@bolster.ca)>

**Subject:** FCRSA Boundary Changes

Hi Paul,

Can you please ask negotiator if there are any FCRSA Boundary Changes this year. Can you please provide any changes with shape files and confirmation that approval) process (see attached guidelines has been followed to Heath.

[Guidelines for Boundary Changes Revised 19OCT18.docx](#)

*Emma Lironi (Dooley),  
Manager, Strategic Accommodation and Reconciliation*



*Indigenous Relations Branch*

*Ministry of Forests, Lands and Natural Resource Operations and Rural Development*

*Phone: 778-974-2391*

*Cell: 250-889-4277*

*[Emma.Dooley@gov.bc.ca](mailto:Emma.Dooley@gov.bc.ca)*

## RE: FCRSA Renewal

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From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Kristine Pearson <referrals@pacheedaht.ca>  
Cc: Tracy Charlie <treaty@pacheedaht.ca>, Tom J <tomj@pacheedaht.ca>, Jeff J <jeffj@pacheedaht.ca>, Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>, Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
Sent: October 14, 2020 10:55:58 AM PDT

Hi Kristine,  
I'm wondering if you'd had the chance to review the draft agreement? We can have a follow up conversation if you like.  
Thanks,  
Sarah

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**From:** Kristine Pearson <referrals@pacheedaht.ca>  
**Sent:** September 16, 2020 2:21 PM  
**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Jeff J <jeffj@pacheedaht.ca>  
**Cc:** Tracy Charlie <treaty@pacheedaht.ca>; Tom J <tomj@pacheedaht.ca>; Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>  
**Subject:** Re: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Sarah,

Thank you, yes that would be correct.

Kristine Gatzke  
Referrals Coordinator

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**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** September 16, 2020 11:00 AM  
**To:** Jeff J <jeffj@pacheedaht.ca>  
**Cc:** Tracy Charlie <treaty@pacheedaht.ca>; Kristine Pearson <referrals@pacheedaht.ca>; Tom J <tomj@pacheedaht.ca>; Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>  
**Subject:** RE: FCRSA Renewal

Hello,  
I just noted yesterday that you have a new SOI boundary, and have requested a change to your consultative boundary. I was thinking you'd probably like to update your FCRSA map as well, so I have updated the agreement with a new map in line with SOI.

Hope you are well,

Sarah

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**From:** Quinn, Sarah IRR:EX  
**Sent:** August 24, 2020 10:39 AM  
**To:** 'jeffj@pacheedaht.ca' <jeffj@pacheedaht.ca>  
**Cc:** 'treaty@pacheedaht.ca' <treaty@pacheedaht.ca>; 'referrals@pacheedaht.ca' <referrals@pacheedaht.ca>;

'tomj@pacheedaht.ca' <tomj@pacheedaht.ca>

**Subject:** FCRSA Renewal

Hello Chief Jones,

I'm writing to you to discuss the renewal of our Forestry Consultation and Revenue Sharing Agreement, which I have attached to this message. The agreement we currently have in place is set to expire on September 19, 2020. The revenue sharing amount for this year will be \$242,338, as shown in the attached summary. BC and Pacheedaht have had Forestry Consultation and Revenue Sharing Agreements in place since 2014, at the outset of the program.

My role is to administer the agreement, and I have also cc'd Ian Benoit, First Nations Relations Advisor for the South Island Natural Resource District who is a lead for First Nations consultation on forestry decisions in your territory.

If you would like to discuss details of the agreement, please get in touch with me. If you would like to proceed with the agreement as drafted, please sign the agreement and send a scanned copy to me at this email address. I understand your office is currently closed due to COVID. If you expect to need additional time to consider this agreement, please let me know as soon as possible.

Thanks,

Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer

Negotiations and Regional Operations Division, West Coast

Ministry of Indigenous Relations and Reconciliation

142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## RE: FLNRO Media Request: Walbran Logging

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From: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
To: Crockford, Dennis IRR:EX, Poland, Peter IRR:EX  
Cc: Quinn, Sarah IRR:EX  
Sent: January 20, 2021 3:22:52 PM PST

I will be as well

---

**From:** Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>  
**Sent:** January 20, 2021 3:22 PM  
**To:** Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>  
**Cc:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
**Subject:** Re: FLNRO Media Request: Walbran Logging

Still on a call with GNN, should be free by 4

Dennis Crockford  
Negotiator  
MIRR Coast Region  
Tel: 250-339-4397  
Cell: 250-713-5691

On Jan 20, 2021, at 2:49 PM, Poland, Peter IRR:EX <[Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)> wrote:

Lets discuss this later today if you are available  
s.16

Maybe after 3 pm?

---

**From:** Morris, Rhonda M FLNR:EX <[Rhonda.Morris@gov.bc.ca](mailto:Rhonda.Morris@gov.bc.ca)>  
**Sent:** January 19, 2021 2:37 PM  
**To:** Poland, Peter IRR:EX <[Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)>  
**Subject:** FW: FLNRO Media Request: Walbran Logging

Whatever you can do to speed up the process on FCRSA renewal on this file and others that have expired in our district would be greatly appreciated. I reached out to Sarah Quinn before xmas and she is aware of the issue and doing her best to resolve. I know your ministry is stretched thin. Thanks in advance for your help.

---

**From:** Morris, Rhonda M FLNR:EX  
**Sent:** January 19, 2021 2:16 PM  
**To:** Hooper, Tyler GCPE:EX <[Tyler.Hooper@gov.bc.ca](mailto:Tyler.Hooper@gov.bc.ca)>  
**Cc:** Coster, Jessica FLNR:EX <[Jessica.Coster@gov.bc.ca](mailto:Jessica.Coster@gov.bc.ca)>; Hadway, Sharon L FLNR:EX <[Sharon.Hadway@gov.bc.ca](mailto:Sharon.Hadway@gov.bc.ca)>; [Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)  
**Subject:** RE: FLNRO Media Request: Walbran Logging

As requested, supplemental info on fn engagement:

- Consistent with TFL 44 and TFL 46 approved Forest Stewardship Plans, the two TFL holders share information on their proposed roads and cutblocks with Pacheedaht First Nation (whose traditional territory includes the Walbran Valley) to seek the nation's comments prior to submitting their road and cutting permit applications to the Ministry for issuance.

- Depending on the outcome of this licensee-led information sharing, the Ministry may consult with Pacheedaht First Nation as per the Forest Consultation and Revenue Sharing Agreement (FCRSA) found here: <https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/consulting-with-first-nations/first-nations-negotiations/forest-consultation-and-revenue-sharing-agreements>
- The Ministry of Indigenous Relations and Reconciliation is currently in discussions with Pacheedaht First Nation to renew the FCRSA.

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**From:** Morris, Rhonda M FLNR:EX

**Sent:** January 19, 2021 1:59 PM

**To:** Hooper, Tyler GCPE:EX <[Tyler.Hooper@gov.bc.ca](mailto:Tyler.Hooper@gov.bc.ca)>

**Cc:** Coster, Jessica FLNR:EX <[Jessica.Coster@gov.bc.ca](mailto:Jessica.Coster@gov.bc.ca)>; Hadway, Sharon L FLNR:EX <[Sharon.Hadway@gov.bc.ca](mailto:Sharon.Hadway@gov.bc.ca)>

**Subject:** FW: FLNRO Media Request: Walbran Logging

As requested, here are bullets re: old growth harvesting in Walbran Valley.

- The Walbran Valley is within a Special Management Zone (SMZ) designation under the Vancouver Island Land Use Plan Higher Level Plan Order found here: [https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/land-water-use/crown-land/land-use-plans-and-objectives/westcoast-region/vancouverisland-rlup/vancouver\\_island\\_lup\\_higher\\_level\\_plan\\_order.pdf#:~:text=Vancouver%20Island%20Land%20Use%20Plan%2C%20pursuant%20to%20sections,%28SMZ%29%201%20through%2014%20and%2017%20through%2022%3B](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/land-water-use/crown-land/land-use-plans-and-objectives/westcoast-region/vancouverisland-rlup/vancouver_island_lup_higher_level_plan_order.pdf#:~:text=Vancouver%20Island%20Land%20Use%20Plan%2C%20pursuant%20to%20sections,%28SMZ%29%201%20through%2014%20and%2017%20through%2022%3B)
- While forest harvesting is permissible in the SMZ, it must be consistent with the Order including provisions regarding maintaining mature and old growth forests, limiting the size of cut blocks, and retaining structural forest attributes important for biodiversity.
- Tree Farm Licence (TFL) 44 held by TFL 44 General Partnership Inc. (a partnership between Western Forest Products and Maa-nulth treaty nation Huu-ay-aht First Nation) and TFL 46 held by Teal Cedar Products Ltd. are within the Walbran Valley.
- In September 2020, cabinet approved a Part 13 Forest Act decision establishing ten areas of the Province as an Old Growth Designated Area for a two year period ending August 31, 2022, including the Walbran Valley.
- Subsequently, former Minister Doug Donaldson, signed a Minister's Order generally prohibiting old growth harvesting in the Old Growth Designated Area except for the Walbran Valley.
- The District Manager of the South Island Natural Resource District continues to issue cutting permits in the Walbran Valley consistent with forest legislation and approved Forest Stewardship Plans.
- Currently, there are several active cutting permits in the Walbran Valley, none have been issued in the adjacent Carmanah Walbran Provincial Park where commercial forest harvesting is not permitted.

s.13; s.16

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**From:** Hooper, Tyler GCPE:EX <[Tyler.Hooper@gov.bc.ca](mailto:Tyler.Hooper@gov.bc.ca)>

**Sent:** January 19, 2021 10:37 AM

**To:** Sutherland, Craig FLNR:EX <[Craig.Sutherland@gov.bc.ca](mailto:Craig.Sutherland@gov.bc.ca)>; Hadway, Sharon L FLNR:EX <[Sharon.Hadway@gov.bc.ca](mailto:Sharon.Hadway@gov.bc.ca)>

**Cc:** Morris, Rhonda M FLNR:EX <[Rhonda.Morris@gov.bc.ca](mailto:Rhonda.Morris@gov.bc.ca)>

**Subject:** FW: FLNRO Media Request: Walbran Logging

**Importance:** High

Hello,

I am hoping someone can provide me up-to-date messaging for the Minister about Walbran? We have general messaging on old growth, so looking for specifically any info you have on Walbran. Needs this ASAP.

Thank you!

**Reporter**

Scott Cunningham, Reporter  
CTV Vancouver Island - Victoria  
[scott.cunningham@bellmedia.ca](mailto:scott.cunningham@bellmedia.ca)  
s.22 c: 250-661-8630

**Deadline** Tuesday, January 19, 2021 3:00 PM

**Request**

From reporter: Can we get the minister in the halls or via zoom about Walbran Valley logging?

A group of activists say that logging permits have been issued for a buffer zone in the park knows as Special Management Zone 21.

Activists say they will set up an outpost viewing location near the cut zone in response to the approved work.

The NDP campaigned on a platform to save old-growth forests. Why are these permits still being issued to logging companies?

When will the NDP make good on its campaign promises to stop the destruction of coastal forests?

**Recommendation**

**Background**

## Re: FCRSA Renewal

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From: Rod Bealing <forestry@pacheedaht.ca>  
To: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>, Jeff J <jeffj@pacheedaht.ca>  
Sent: January 28, 2021 2:37:53 PM PST

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Good afternoon Jeanette,  
Thank you for your message.  
Pacheedaht First Nation can confirm that due to the current pandemic we have had, and we continue to experience considerable difficulty gathering together to sign the document.  
We have also had a terrible storm season so far, and frequent power outages have made matters worse.  
I hope this is helpful.  
Many thanks,

Rod  
Rod Bealing  
Forestry Manager  
**From:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
**Sent:** Wednesday, January 20, 2021 12:01 PM  
**To:** Rod Bealing <forestry@pacheedaht.ca>  
**Subject:** FW: FCRSA Renewal

Hi Rod,  
I am just checking in regarding the signature page of the renewed FCRSA. Both the second councillor signature and witness signature blocks are not signed. We recognize that this may likely be due to folks just not being able to gather to sign the document due the current pandemic. Are you able to either confirm this or provide electronic signatures within those two blocks. Both would work.

Let me know if you have questions.

Kind regards,

Jeanette Sidhu-Scherer  
Negotiation Analyst | Negotiations and Regional Operations Division | Ministry of Indigenous Relations and Reconciliation  
2957 Jutland Road Victoria BC  
**Phone: 778.974.2135 | Mobile: 250.886.9510**

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**From:** Rod Bealing <forestry@pacheedaht.ca>  
**Sent:** October 21, 2020 1:40 PM  
**To:** Jeff J <jeffj@pacheedaht.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Subject:** Re: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello again Sarah,

Thank you for your close attention to this matter.

We can confirm that Pacheedaht First Nation has verified that the copy provided is the complete document.

Many thanks,

Rod

Rod Bealing  
Pacheedaht Forestry

Begin forwarded message:

**From:** Sarah IRR:EX Quinn <[sarah.quinn@gov.bc.ca](mailto:sarah.quinn@gov.bc.ca)>  
**Date:** Oct 21, 2020 at 11:10 AM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Cc:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Subject:** RE: FCRSA Renewal

Hello Chief Jones,

I have included the signature page you provided in the pdf of the document in its entirety – can you please verify that this is the complete document? Then I can send it in to our minister for signing. It might take some time to complete with the interregnum, but it won't interfere with your revenue sharing payments.

Thanks,  
Sarah

---

**From:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Sent:** October 19, 2020 4:45 PM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Cc:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Subject:** RE: FCRSA Renewal

**[EXTERNAL]** This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello Sara,

Attached is Pacheedaht FCRSA signature page from PFN Council.

Chief Jeff Jones

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**From:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Sent:** October 19, 2020 2:24 PM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Subject:** Fw: FCRSA Renewal



Chief,

Please find the new FCRSA agreement attached, as discussed.

This needs to be signed by yourself, Tracey and Roxie, and witnessed by a PFN witness.

It can then be scanned and returned to Sarah Quinn at IRR.

Please let me know if any questions or concerns.

Thanks,

Rod

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**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Sent:** Monday, August 24, 2020 10:39 AM

**To:** Jeff J <jeffj@pacheedaht.ca>

**Cc:** Tracy Charlie <treaty@pacheedaht.ca>; Kristine Pearson <referrals@pacheedaht.ca>; Tom J <tomj@pacheedaht.ca>

**Subject:** FCRSA Renewal

Hello Chief Jones,

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My role is to administer the agreement, and I have also cc'd Ian Benoit, First Nations Relations Advisor for the South Island Natural Resource District who is a lead for First Nations consultation on forestry decisions in your territory.

If you would like to discuss details of the agreement, please get in touch with me. If you would like to proceed with the agreement as drafted, please sign the agreement and send a scanned copy to me at this email address. I understand your office is currently closed due to COVID. If you expect to need additional time to consider this agreement, please let me know as soon as possible.

Thanks,

Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer

Negotiations and Regional Operations Division, West Coast

Ministry of Indigenous Relations and Reconciliation

142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## RE: FCRSA Maps for<sup>s.16</sup> and Pacheedaht

---

From: Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>  
To: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
Cc: Proteau, James FLNR:EX <James.Proteau@gov.bc.ca>  
Sent: July 28, 2020 11:35:39 AM PDT  
Attachments: image001.png

Hi Jeanette,

I have learned that the Appendix A Maps are based on SOIs that are provided by each Nation to MIRR. The contract would be Peter Poland - [Peter.Poland@gov.bc.ca](mailto:Peter.Poland@gov.bc.ca)

Hope that helps,

Ian Benoit, MPP – Advisor, First Nations Relations - Ministry of Forests, Lands, Natural Resource Operations and Rural Development - Phone: 250 736-6948

---

**From:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
**Sent:** July 28, 2020 11:11 AM  
**To:** Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>  
**Subject:** RE: FCRSA Maps for<sup>s.16</sup> and Pacheedaht

Hi Ian,

Can you point me in the right direction on this. Hoping to get their draft to them today<sup>s.22</sup> mid-september)

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**From:** Proteau, James FLNR:EX <[James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)>  
**Sent:** July 27, 2020 12:05 PM  
**To:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
**Cc:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Subject:** RE: FCRSA Maps for<sup>s.16</sup> and Pacheedaht

Good morning Jeanette,

I am going to have pull Ian in to locate these. Unfortunately, Ian will not be able to get back to you until tomorrow. Thanks,

**Jim Proteau**, RPF, Resource Manager  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
South Island Natural Resource District  
4885 Cherry Creek Road, Port Alberni, BC, V9Y-8E9  
Ph: 250-736-6882, Email: [James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)



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**From:** Sidhu-Scherer, Jeanette IRR:EX <[Jeanette.SidhuScherer@gov.bc.ca](mailto:Jeanette.SidhuScherer@gov.bc.ca)>

**Sent:** July 27, 2020 11:58 AM

**To:** Proteau, James FLNR:EX <[James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)>

**Subject:** FCRSA Maps for s.16 and Pacheedaht

Hi James,

I am looking for “clean” versions of the maps for both s.16 and Pacheedaht FCRSA renewals as per their previous FCRSAs (see attached last FCRSAs, page 16 for s.16 and page 17 for Pacheedaht) for their new renewal drafts that I am hoping to send out today. Please advise if you have those handy in word to attach to a draft.

Thanks in advance,

**Jeanette Sidhu-Scherer**

Analyst I Integrated Negotiations Branch | Ministry of Indigenous Relations and Reconciliation  
2957 Jutland Road Victoria BC

**Phone: 778.974.2135 | Mobile: 250.886.9510**

## FW: Pacheedaht FCRSA renewal

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From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
Sent: November 25, 2020 10:24:48 AM PST

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**From:** Quinn, Sarah IRR:EX  
**Sent:** August 5, 2020 3:50 PM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
**Subject:** FW: Pacheedaht FCRSA renewal

Hi Paul – no rush on my recent question about treaties. The<sup>s.16</sup> renewal is also coming up this fall though, so the question may apply there.

S

---

**From:** Chaytor, Wisty IRR:EX <Wisty.Chaytor@gov.bc.ca>  
**Sent:** August 5, 2020 3:46 PM  
**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Subject:** Re: Pacheedaht FCRSA renewal

Hi Sarah,

Thank you for the heads up! I think we are ok re: timing. <sup>s.16</sup>  
s.16

To your second question, no we haven't talked at all about FCRSAs at the treaty table. When we get closer to final, we will definitely need to do that.

Thanks for the info. Let me know if there is anything info on the treaty side that might be helpful for me to share with you as well....

Thanks

Wisty

Sent from my iPhone

On Aug 5, 2020, at 3:38 PM, Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca> wrote:

Hi Wisty,

The Pacheedaht FCRSA is expiring on September 19<sup>th</sup>, and I was going to offer them a three-year renewal. I know this is a fast moving treaty file – is there any chance the effective date will come in the next three years? If so, we may have a policy issue to work out with Paul Kerr. Have you discussed the FCRSA at all in your negotiations?

I'd be happy to set up a meeting if needed.

Thanks,  
Sarah

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer

Negotiations and Regional Operations Division, West Coast

Ministry of Indigenous Relations and Reconciliation

142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## FW: FCRSA Renewal

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From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
Sent: January 20, 2021 11:45:54 AM PST  
Attachments: Pacheedaht FCRSA 2020\_new map\_signed.pdf

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**From:** Quinn, Sarah IRR:EX  
**Sent:** October 22, 2020 11:03 AM  
**To:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>  
**Subject:** FW: FCRSA Renewal

Hi Jeanette,  
Can you please help get this up for minister's signature?  
Thanks,  
Sarah

---

**From:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Sent:** October 21, 2020 1:40 PM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>; Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Subject:** Re: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello again Sarah,

Thank you for your close attention to this matter.

We can confirm that Pacheedaht First Nation has verified that the copy provided is the complete document.

Many thanks,

Rod

Rod Bealing  
Pacheedaht Forestry

Begin forwarded message:

**From:** Sarah IRR:EX Quinn <[sarah.quinn@gov.bc.ca](mailto:sarah.quinn@gov.bc.ca)>  
**Date:** Oct 21, 2020 at 11:10 AM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Cc:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Subject:** RE: FCRSA Renewal

Hello Chief Jones,

I have included the signature page you provided in the pdf of the document in its entirety – can you please verify that this is the complete document? Then I can send it in to our minister for signing. It might take some time to complete with the interregnum, but it won't interfere with your revenue sharing payments.

Thanks,  
Sarah

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**From:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Sent:** October 19, 2020 4:45 PM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Cc:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Subject:** RE: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello Sara,

Attached is Pacheedaht FCRSA signature page from PFN Council.

Chief Jeff Jones

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**From:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>  
**Sent:** October 19, 2020 2:24 PM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Subject:** Fw: FCRSA Renewal

Chief,

Please find the new FCRSA agreement attached, as discussed.

This needs to be signed by yourself, Tracey and Roxie, and witnessed by a PFN witness.

It can then be scanned and returned to Sarah Quinn at IRR.

Please let me know if any questions or concerns.

Thanks,

Rod

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**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Sent:** Monday, August 24, 2020 10:39 AM  
**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>  
**Cc:** Tracy Charlie <[treaty@pacheedaht.ca](mailto:treaty@pacheedaht.ca)>; Kristine Pearson <[referrals@pacheedaht.ca](mailto:referrals@pacheedaht.ca)>; Tom J <[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)>  
**Subject:** FCRSA Renewal

Hello Chief Jones,

I'm writing to you to discuss the renewal of our Forestry Consultation and Revenue Sharing Agreement, which I have attached to this message. The agreement we currently have in place is set to expire on September 19, 2020. The revenue sharing amount for this year will be \$242,338, as shown in the attached summary. BC and Pacheedaht have had Forestry Consultation and Revenue Sharing Agreements in place since 2014, at the outset of the program.

My role is to administer the agreement, and I have also cc'd Ian Benoit, First Nations Relations Advisor for the South Island Natural Resource District who is a lead for First Nations consultation on forestry decisions in your territory.

If you would like to discuss details of the agreement, please get in touch with me. If you would like to proceed with the agreement as drafted, please sign the agreement and send a scanned copy to me at this email address. I understand your office is currently closed due to COVID. If you expect to need additional time to consider this agreement, please let me know as soon as possible.

Thanks,

Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885



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

**Between:  
Pacheedaht First Nation**

As Represented by  
Chief and Council  
(Pacheedaht First Nation)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Indigenous Relations and Reconciliation  
(“British Columbia”)

(Collectively the “Parties”)

**WHEREAS:**

- A. Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist Pacheedaht First Nation in its pursuit of activities to enhance the wellbeing of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal Interests”** 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*;

**“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 First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Pacheedaht 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”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“Eligible Volume”** means the volume of Crown timber provided to Pacheedaht First Nation in a Direct Award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the of *the Forestry Revitalization Act (Bill 28)* 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 as a part of section 1.10 of Appendix B;

**“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 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 Pacheedaht 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 Pacheedaht First Nation under Article 3 of this Agreement;

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

**“Term”** means the term of this Agreement set out in section 14.1;

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

**“Traditional Territory”** means the traditional territory claimed by Pacheedaht First Nation located within British Columbia as identified by Pacheedaht First Nation and shown in bold on the map attached in Appendix A.

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

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

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;  
Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F - 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 through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Pacheedaht First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Pacheedaht First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Pacheedaht First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Pacheedaht First Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

### **3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Pacheedaht 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<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

### **3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$242,338 the first instalment of which will be paid on or before September 30, 2020 if the Effective Date is prior to July 31<sup>st</sup> or on or before March 31, 2021 if the Effective Date is after July 31<sup>st</sup>.

- 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 to the month in which the Agreement is signed by Pacheedaht First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Pacheedaht 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.
- 3.5 Amount agreed to.** Pacheedaht First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

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

- 4.1 Recipient entity.** Unless Pacheedaht First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Pacheedaht First Nation.
- 4.2 Election of Designate.** Pacheedaht 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 Pacheedaht First Nation and such appointment is confirmed by a Band Council Resolution of Pacheedaht First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Pacheedaht First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Pacheedaht First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Pacheedaht 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 Pacheedaht 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 and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Pacheedaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Pacheedaht First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Pacheedaht 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.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or

proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Pacheedaht 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 other 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.** The Parties agree that notwithstanding 6.1:

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

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Pacheedaht 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, Pacheedaht First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

**7.1 Revenue Sharing Contributions will vary.** Pacheedaht First Nation acknowledges that forest 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.** Pacheedaht 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 Pacheedaht First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Pacheedaht 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 and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Pacheedaht First Nation's Aboriginal Interests.

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

- 8.1 Statement of Community Priorities.** Pacheedaht First Nation covenants and agrees that it will:

- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
- (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.

- 8.2 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Pacheedaht First Nation will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement, 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.

- 8.3 Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Pacheedaht First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.

- 8.4 Audit.** British Columbia may, at its sole discretion and at the sole expense of Pacheedaht First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.



- 8.5 Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
- 8.6 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after Pacheedaht First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - SECURITY DEPOSITS**

- 9.1 Silviculture Deposit.** In consideration of Pacheedaht First Nation entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.

## **ARTICLE 10 – SET OFF**

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Pacheedaht First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Pacheedaht First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Pacheedaht First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

- 11.1 Non-interference.** Pacheedaht First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.
- 11.2 Cooperation and Support.** Pacheedaht First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Pacheedaht 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 Pacheedaht 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 assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Pacheedaht First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Pacheedaht First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Pacheedaht First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 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 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Pacheedaht First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities

carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests.

**13.5 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.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, 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.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 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.

**14.3 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.

**14.4 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 15 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria BC V8W 9B1  
Phone: (778) 974-2080  
Fax: (250) 387-6594

and if to the Pacheedaht First Nation:

Chief Jeff Jones  
Pacheedaht First Nation  
Chief and Council  
PO Box 170  
Port Renfrew, BC V0S 1K0  
Phone: (250) 647-5521  
Fax: (250) 647-5561

- 16.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Pacheedaht First Nation's Aboriginal Interests.
- 17.3 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 Pacheedaht 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.
- 17.4 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.
- 17.5 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.
- 17.6 Assignment.** Pacheedaht First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. 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 First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Pacheedaht First Nation.

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

**17.11 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.

**17.12 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.

**17.13 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.

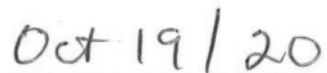
**17.14 Execution in Counterpart.** This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in Article 16 or any other method agreed to by the Parties.

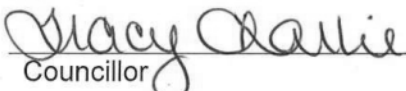
**17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

Pacheedaht First Nation

  
\_\_\_\_\_  
Chief Jeff Jones

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Pacheedaht First Nation  
signatures

Signed on behalf of:

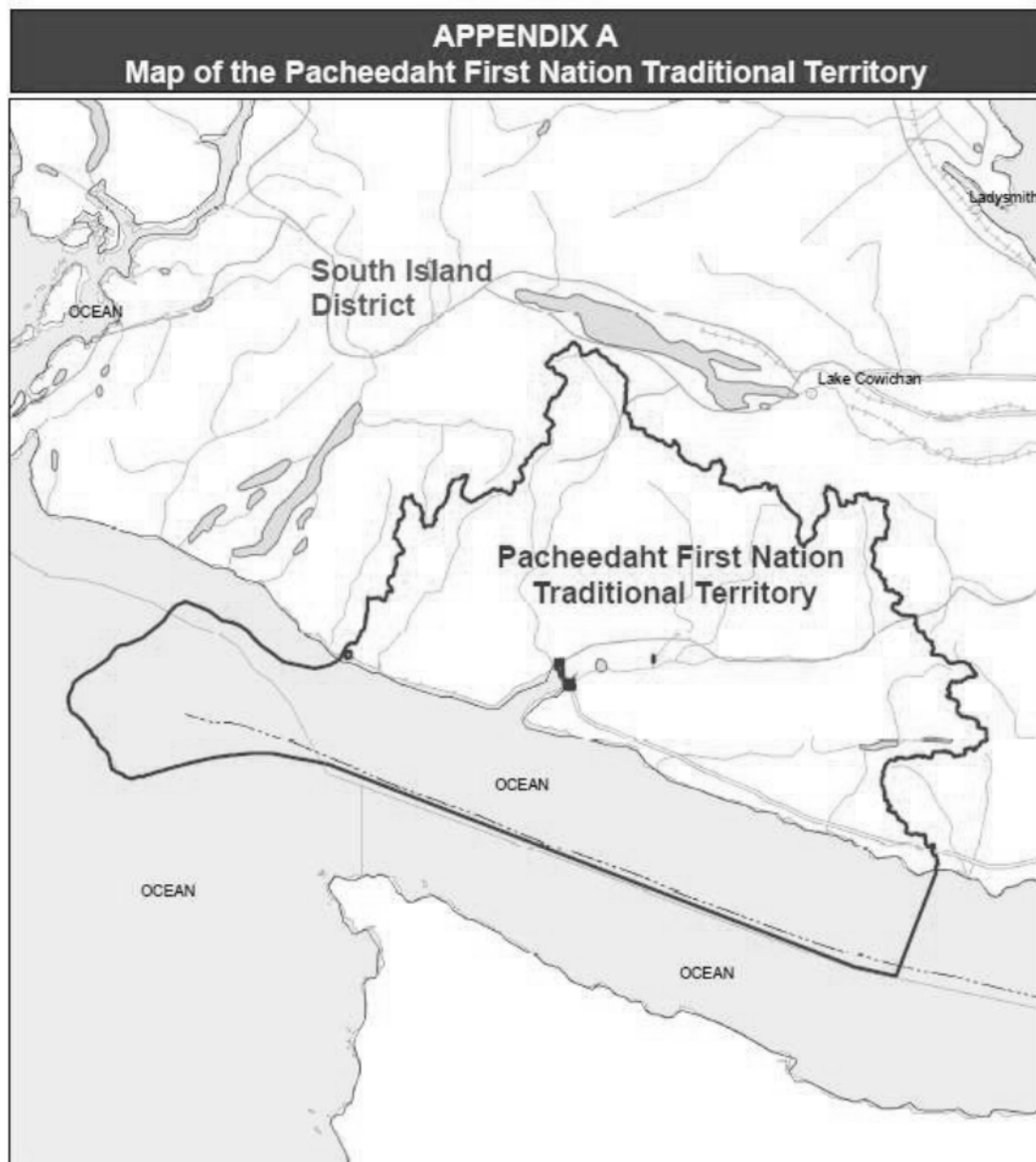
**Government of British Columbia**

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

\_\_\_\_\_  
Date

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

# **APPENDIX A** **Map of Pacheedaht First Nation Traditional Territory**



**Legend: Pacheedaht First Nation FCRSA 2020 Map**

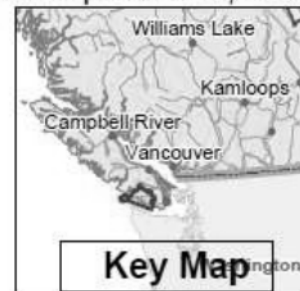
Date: September 15, 2020

- Pacheedaht FCRSA / SOI 2020-07-17 Map
- Pacheedaht Indian Reserves

0 15 30 1:550,000 60 Km



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



**Key Map**



## **APPENDIX B**

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

- 1.1 British Columbia will consult with Pacheedaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Pacheedaht First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Pacheedaht 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 Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as 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 Traditional Territory of Pacheedaht First Nation during the current fiscal year, British Columbia will notify the Pacheedaht 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 Pacheedaht 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, Pacheedaht 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 Traditional 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 Pacheedaht 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	Proponent or tenure holder engages Pacheedaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Pacheedaht First Nation and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Pacheedaht First Nation they will not be sending out information.	Pacheedaht First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Pacheedaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Pacheedaht 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 Pacheedaht First Nation of the final decision where requested by the Pacheedaht 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 Pacheedaht First Nation with the final decision and rational in writing.

- 1.11 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Pacheedaht First Nation, the Province is not obligated to inform the Pacheedaht 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

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
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 FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	Admin	RED/DM	5	60 days	
CFA management plan approvals	Admin	Regional Executive Director	3, 5	3/30 days 5/60 days	Level 3 for Minor Amendments Level 5 for Major Amendments
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 but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	3, 5	6 months	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account (FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support;recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	RED/DM	3	30 days	Consultation level set at notification.
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment 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	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities (not related to Special Use	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Permits). Examples may include dryland sort and foreshore lease tenures					
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used for FSR realignments, heli pad 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	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/ facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	
<b>Recreation Sites and Trails (RST)</b>					
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	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/ District Recreation Officer	3	30 days	



Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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, 2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously <b>un-impacted site</b> -N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously <b>un-impacted site</b> –Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over <b>previously developed site</b> - N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on <b>previously developed site</b> –Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 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 FLNRO	5	60 days	Unknown until application arrives
AAC Partition	Admin	Deputy Chief Forester	1, 3	30 days	
TFL consolidation, and subdivision	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	1, 3	30 days	
Licence transfer	Admin	Minister FLNRO	1, 3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	1, 3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
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	District Manager	5	60 days	
Management Plan approvals including inventory and AAC determination	Admin	District Manager	1, 5	30 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
WL Plan extension	Admin	District Manager	2	n/a	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting. All consultation will be consistent with the Woodlot Licence Plan.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval	Operational	District Manager	1, 5	60 days	
New or Replacement FSP and WLP	Operational	District Manager	1, 5	60 days	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	
FSP amendments for mandatory and emergency situations	Operational	District Manager	2	n/a	
Other FSP amendments not noted above.	Operational	District Manager	1, 3	n/a	
FSP and WLP extensions for a term greater than one year	Operational	District Manager	1, 3	30 days	
FSP and WLP extensions of one year or less.	Operational	District Manager	2	n/a	

#### Notes to Matrix

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

## APPENDIX C

### Revenue Sharing Contribution Methodology

#### Traditional 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 South Island Resource 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 South Island Resource District.

- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Pacheedaht 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 Pacheedaht First Nation's Traditional Territory will be calculated by determining the percent of Pacheedaht First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the South Island Resource 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying (3) percent of the forest revenue attributed to the Pacheedaht First Nation as described in section 1.2 of this Appendix.
- 1.4 If Pacheedaht 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 Pacheedaht 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 Pacheedaht 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 License.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying (35) percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

#### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 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 Traditional 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 Pacheedaht First Nation in any given full year under the *Pacheedaht First Nation Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

- 3.2.1 2020/21 BC Fiscal Year: 40 percent;
- 3.2.2 2021/22 BC Fiscal Year: TBD; and
- 3.2.3 2022/23 BC Fiscal Year: TBD

3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2020/21 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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005), then Pacheedaht First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year 2020/2021; and
- (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 *Pacheedaht First Nation Forestry Interim Measures Agreement*, then Pacheedaht First Nation will receive an annual payment for BC fiscal Year 2020/2021 that is equal to the annual payment received under the *Pacheedaht First Nation Forestry Interim Measures Agreement*.

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)**

## APPENDIX E

### Pacheedaht First Nation **Statement of Community Priorities**

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2020/2021	2021/2022	2022/2023		

## APPENDIX F

### Pacheedaht First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2020/2021 Planned Expenditures	2020/2021 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Pacheedaht 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 Pacheedaht First Nation



## FW: Pacheedaht FCRSA renewal

---

From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
Sent: August 5, 2020 3:49:55 PM PDT

Hi Paul – no rush on my recent question about treaties. The <sup>s.16</sup> renewal is also coming up this fall though, so the question may apply there.

S

---

**From:** Chaytor, Wisty IRR:EX <Wisty.Chaytor@gov.bc.ca>  
**Sent:** August 5, 2020 3:46 PM  
**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Subject:** Re: Pacheedaht FCRSA renewal

Hi Sarah,

Thank you for the heads up! I think we are ok re: timing. <sup>s.16</sup>

s.16

To your second question, no we haven't talked at all about FCRSAs at the treaty table. When we get closer to final, we will definitely need to do that.

Thanks for the info. Let me know if there is anything info on the treaty side that might be helpful for me to share with you as well....

Thanks

Wisty

Sent from my iPhone

On Aug 5, 2020, at 3:38 PM, Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)> wrote:

Hi Wisty,

The Pacheedaht FCRSA is expiring on September 19<sup>th</sup>, and I was going to offer them a three-year renewal. I know this is a fast moving treaty file – is there any chance the effective date will come in the next three years? If so, we may have a policy issue to work out with Paul Kerr. Have you discussed the FCRSA at all in your negotiations?

I'd be happy to set up a meeting if needed.

Thanks,

Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9  
Cell: 250.668.6885

## RE: FCRSA Boundary Changes

---

From: Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>  
To: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>, Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>, Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
Cc: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>, Bolster, Heath R IRR:IN <Heath@bolster.ca>, Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
Sent: September 15, 2020 10:34:45 AM PDT

Thanks Paul

FYI – Pacheedaht and s.16

CAD boundaries are currently being amended.

Pacheedaht - boundary change is minor, but there is additional forest landbase being captured in the amendment

This change should be happening in the next month or so

s.16

There are other CAD amendment verifications underway, but the two above are moving most quickly

Thanks

P

---

**From:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>

**Sent:** September 15, 2020 10:04 AM

**To:** Gereb, Attila IRR:EX <ati.gereb@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Stoudt, Rick IRR:EX <Rick.Stoudt@gov.bc.ca>; Hilton, Peter IRR:EX <Peter.Hilton@gov.bc.ca>; Glover, Tlell IRR:EX <Tlell.Glover@gov.bc.ca>; Wilder, Camille IRR:EX <Camille.Wilder@gov.bc.ca>; Giles, Wayne IRR:EX <Wayne.Giles@gov.bc.ca>; von Gaza, Katie IRR:EX <Katie.vonGaza@gov.bc.ca>; Ritsema, Roger IRR:EX <Roger.Ritsema@gov.bc.ca>; Rankin, Lynn A IRR:EX <Lynn.Rankin@gov.bc.ca>; Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>; Bogh, Tara IRR:EX <Tara.Bogh@gov.bc.ca>

**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Subject:** RE: FCRSA Boundary Changes

Quick reminder that today is the deadline for boundary change requests to Heath, per my note below.

Thx.

---

**From:** Kerr, Paul IRR:EX

**Sent:** August 31, 2020 9:55 AM

**To:** Gereb, Attila IRR:EX <ati.gereb@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Stoudt, Rick IRR:EX <Rick.Stoudt@gov.bc.ca>; Hilton, Peter IRR:EX <Peter.Hilton@gov.bc.ca>; Glover, Tlell IRR:EX <Tlell.Glover@gov.bc.ca>; Wilder, Camille IRR:EX <Camille.Wilder@gov.bc.ca>; Giles, Wayne IRR:EX <Wayne.Giles@gov.bc.ca>; von Gaza, Katie IRR:EX <Katie.vonGaza@gov.bc.ca>; Ritsema, Roger IRR:EX <Roger.Ritsema@gov.bc.ca>; Rankin, Lynn A IRR:EX <Lynn.Rankin@gov.bc.ca>; Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>; Bogh, Tara IRR:EX <Tara.Bogh@gov.bc.ca>

**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Subject:** FW: FCRSA Boundary Changes

Good morning, please see attached from Emma Lironi at FLNORD re FCRSA boundary changes. If there are any proposed boundary changes for FCRSA, please provide those changes (with shape files) to Heath Bolster ([heath@bolster.ca](mailto:heath@bolster.ca)) asap.

Also, attached is the most recent Guidelines For Boundary Changes. Any proposed changes must follow the process outlined in that document and that process should be documented with the request.

Thanks.

---

**From:** Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Sent:** Friday, August 28, 2020 2:44 PM

**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>

**Cc:** Bolster, Heath R IRR:IN <Heath@bolster.ca>

**Subject:** FCRSA Boundary Changes

Hi Paul,

Can you please ask negotiator if there are any FCRSA Boundary Changes this year. Can you please provide any changes with shape files and confirmation that approval) process (see attached guidelines has been followed to Heath.

## Guidelines for Boundary Changes Revised 19OCT18.docx

*Emma Lironi (Dooley),*

*Manager, Strategic Accommodation and Reconciliation*

*Indigenous Relations Branch*

*Ministry of Forests, Lands and Natural Resource Operations and Rural Development*

*Phone: 778-974-2391*

*Cell: 250-889-4277*

*[Emma.Dooley@gov.bc.ca](mailto:Emma.Dooley@gov.bc.ca)*

## **ALERT - eApprovals Item ID: 1983 - Item Forwarded - - Due 1/4/2021**

---

From: MIRR eApprovals <donotreply@sp.gov.bc.ca>  
To: Paul.Kerr@gov.bc.ca, Kerr, Paul IRR:EX  
Sent: January 31, 2021 8:52:05 PM PST

Sidhu-Scherer, Jeanette [Assignee] forwarded an eApprovals item to Kerr, Paul for action

**Comment: Pacheedaht has written that due to pandemic it is challenging for all parties to gather and sign, and therefore they were not able to obtain a witness signature on this agreement.**

#: 50884

Title: Pacheedaht FCRSA

Full Name:

Due Date: 1/4/2021

Category: Briefing Note / Bullets - Decision Note

[Go to item...](#)

## FW: Pacheedaht FCRSA

---

From: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
To: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
Sent: June 16, 2021 11:18:24 AM PDT

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** August 28, 2020 10:30 AM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
**Subject:** Re: Pacheedaht FCRSA

Sure - no problem

Sarah

On Aug 28, 2020, at 10:25 AM, Kerr, Paul IRR:EX <[Paul.Kerr@gov.bc.ca](mailto:Paul.Kerr@gov.bc.ca)> wrote:

No, nothing. Would you mind? I'm swamped with Jeanette being away.

---

**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Sent:** Friday, August 28, 2020 10:05 AM  
**To:** Kerr, Paul IRR:EX <[Paul.Kerr@gov.bc.ca](mailto:Paul.Kerr@gov.bc.ca)>  
**Subject:** FW: Pacheedaht FCRSA

Hi Paul – anything from s.16 yet? Should I check in with them?  
Thanks,  
S

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Sent:** August 27, 2020 11:33 AM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Subject:** RE: Pacheedaht FCRSA

Awesome, thanks a lot, no worries.

Also, are you handling the s.16 FCRSA negotiations as well? I was on a meeting with them on June 30 where they indicated they would review and sign, but I don't know how that has progressed.

Yes, I am aware of s.16. I have heard folks in government say: s.16 but I have not received official instruction on pronunciation.

Thanks again,  
Ian

---

**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Sent:** August 27, 2020 11:25 AM  
**To:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Subject:** RE: Pacheedaht FCRSA

Yes, shoot, sorry about that.

Also, did you know that s.16

?

If so, have you ever heard it pronounced?

Thanks,  
Sarah

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Sent:** August 27, 2020 11:10 AM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Subject:** Pacheedaht FCRSA

Hi Sarah,

I am wondering if you have commenced discussions with Pacheedaht on their FCRSA renewal? I believe this one is expiring in September.

Thanks,  
Ian

Ian Benoit, MPP – Advisor, First Nations Relations - Ministry of Forests, Lands, Natural Resource Operations and Rural Development - Phone: 250 736-6948

---

**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Sent:** August 18, 2020 5:03 PM  
**To:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Ian,

In the revenue sharing summary, it says the districts included in Pacheedaht territory are DSI and DSE. I'm not sure if you could help on this, but I think DSE might be an error code or something. I've asked Emma Lironi yesterday to verify the accuracy here as her office is responsible for these sheets, but have yet to hear back. Just thought I should keep you updated.

Have a good evening,  
S

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Sent:** August 17, 2020 8:21 AM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

I have only made one addition in red regarding AAC partitioning in a TFL. Please let me know if there is anything else I can do to help.

Thanks a lot,  
Ian

---

**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Sent:** August 7, 2020 3:40 PM  
**To:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Ian,

Yes, please send me back the version you want inserted. It's important to get it right, so take the time you need. That said, delays will impact your office if we end up with a gap in accommodation coverage (mostly Rhonda).

Usually I would give more notice – my apologies on that. Feel free to give me a call if needed.

Have a good weekend,  
Sarah

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Sent:** August 6, 2020 3:55 PM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

At the time, I can only think of one authorization SINRD would want to see added to the spreadsheet. Would you like me to just make the suggested insertion and send you back a copy?

Also, when do you think you will be delivering the proposed agreements to Pacheedaht and s.16 s.16 If possible, I would like to be able to take the time to ensure that I have captured all of South Island's requested revisions at once, rather than in separate installments. I am new to this process, so my apologies for not fully understanding how it works.

Thanks a lot,  
Ian

Ian Benoit, MPP – Advisor, First Nations Relations - Ministry of Forests, Lands, Natural Resource Operations and Rural Development - Phone: 250 736-6948

---

**From:** Proteau, James FLNR:EX <[James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)>  
**Sent:** August 4, 2020 4:26 PM  
**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Cc:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>  
**Subject:** Fwd: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

Thanks for reaching out. Ian is acting in this role. Ian over to you. Thanks, Jim

Sent from my iPhone

Begin forwarded message:

**From:** "Quinn, Sarah IRR:EX" <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>  
**Date:** August 4, 2020 at 4:02:57 PM PDT

**To:** "Proteau, James FLNR:EX" <James.Proteau@gov.bc.ca>

**Subject:** South Island's Annual List of Decisions template (Feb 13, 2019)

Hi James,

I'm taking over some FCRSA files that my colleague Jeanette Sidhu-Scherer was leading – I believe she may have already contacted you. For SI District, we have Pacheedaht and s.16 coming up for expiry on September 19<sup>th</sup>. As part of these agreements, we include an annual list of decisions for FLRNO which includes the engagement level. Tim usually customizes this annual list of decisions for South Island, and if needed, would negotiate the table with the First Nations.

Attached here is last year's table. Can you advise as to who I should contact in your office for this year's list (or perhaps I should just use this one)?

Thanks,  
Sarah



## FW: FCRSA and Treaty

---

From: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
To: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
Sent: June 16, 2021 11:03:02 AM PDT

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** August 5, 2020 3:34 PM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
**Subject:** FCRSA and Treaty

Hi Paul,  
Can you remind me the policy on FCRSAs and Treaties? Pacheedaht is expiring and I was wondering if we will have a policy issue if they sign in the next three years.  
Thanks,  
Sarah

---

**Sarah Quinn, RPF, MA**  
Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## RE: FCRSA Boundary Changes

---

From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>, Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>, Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>  
Cc: Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>, Bolster, Heath R IRR:IN <Heath@bolster.ca>, Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
Sent: September 15, 2020 1:12:29 PM PDT  
Attachments: RE: Pacheedaht CAD linework?

Hello Paul,

I'd like to request a boundary change for Pacheedaht. It is a minor change that will bring the boundary into alignment with the CAD boundary which, as Peter notes, will soon be updated.

The GIS files are attached in this email.

Amending the boundary now will prevent us from needing to do an amendment as Pacheedaht has not yet signed their agreement which expires on September 19<sup>th</sup>.

Thanks,  
Sarah

---

**From:** Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>  
**Sent:** September 15, 2020 10:35 AM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>  
**Subject:** RE: FCRSA Boundary Changes

Thanks Paul

FYI – Pacheedaht and s.16 CAD boundaries are currently being amended.

Pacheedaht - boundary change is minor, but there is additional forest landbase being captured in the amendment

This change should be happening in the next month or so

s.16

There are other CAD amendment verifications underway, but the two above are moving most quickly

Thanks

P

---

**From:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
**Sent:** September 15, 2020 10:04 AM  
**To:** Gereb, Attila IRR:EX <ati.gereb@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Stoudt, Rick IRR:EX <Rick.Stoudt@gov.bc.ca>; Hilton, Peter IRR:EX <Peter.Hilton@gov.bc.ca>; Glover, Tlell IRR:EX <Tlell.Glover@gov.bc.ca>; Wilder, Camille IRR:EX <Camille.Wilder@gov.bc.ca>; Giles, Wayne IRR:EX <Wayne.Giles@gov.bc.ca>; von Gaza, Katie IRR:EX <Katie.vonGaza@gov.bc.ca>; Ritsema, Roger IRR:EX <Roger.Ritsema@gov.bc.ca>; Rankin, Lynn A IRR:EX <Lynn.Rankin@gov.bc.ca>; Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>; Bogh, Tara IRR:EX <Tara.Bogh@gov.bc.ca>  
**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN

<Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Subject:** RE: FCRSA Boundary Changes

Quick reminder that today is the deadline for boundary change requests to Heath, per my note below.

Thx.

---

**From:** Kerr, Paul IRR:EX

**Sent:** August 31, 2020 9:55 AM

**To:** Gereb, Attila IRR:EX <ati.gereb@gov.bc.ca>; Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>; Crockford, Dennis IRR:EX <Dennis.Crockford@gov.bc.ca>; Stoudt, Rick IRR:EX <Rick.Stoudt@gov.bc.ca>; Hilton, Peter IRR:EX <Peter.Hilton@gov.bc.ca>; Glover, Tlell IRR:EX <Tlell.Glover@gov.bc.ca>; Wilder, Camille IRR:EX <Camille.Wilder@gov.bc.ca>; Giles, Wayne IRR:EX <Wayne.Giles@gov.bc.ca>; von Gaza, Katie IRR:EX <Katie.vonGaza@gov.bc.ca>; Ritsema, Roger IRR:EX <Roger.Ritsema@gov.bc.ca>; Rankin, Lynn A IRR:EX <Lynn.Rankin@gov.bc.ca>; Poland, Peter IRR:EX <Peter.Poland@gov.bc.ca>; Bogh, Tara IRR:EX <Tara.Bogh@gov.bc.ca>

**Cc:** Sidhu-Scherer, Jeanette IRR:EX <Jeanette.SidhuScherer@gov.bc.ca>; Bolster, Heath R IRR:IN <Heath@bolster.ca>; Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Subject:** FW: FCRSA Boundary Changes

Good morning, please see attached from Emma Lironi at FLNORD re FCRSA boundary changes. If there are any proposed boundary changes for FCRSA, please provide those changes (with shape files) to Heath Bolster ([heath@bolster.ca](mailto:heath@bolster.ca)) asap.

Also, attached is the most recent Guidelines For Boundary Changes. Any proposed changes must follow the process outlined in that document and that process should be documented with the request.

Thanks.

---

**From:** Lironi, Emma FLNR:EX <Emma.Lironi@gov.bc.ca>

**Sent:** Friday, August 28, 2020 2:44 PM

**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>

**Cc:** Bolster, Heath R IRR:IN <Heath@bolster.ca>

**Subject:** FCRSA Boundary Changes

Hi Paul,

Can you please ask negotiator if there are any FCRSA Boundary Changes this year. Can you please provide any changes with shape files and confirmation that approval) process (see attached guidelines has been followed to Heath.

Guidelines for Boundary Changes Revised 19OCT18.docx

*Emma Lironi (Dooley),*

*Manager, Strategic Accommodation and Reconciliation*

*Indigenous Relations Branch*

*Ministry of Forests, Lands and Natural Resource Operations and Rural Development*

*Phone: 778-974-2391*

*Cell: 250-889-4277*

*[Emma.Dooley@gov.bc.ca](mailto:Emma.Dooley@gov.bc.ca)*

## RE: Pacheedaht CAD linework?

---

From: Brown, Larianna IRR:EX <Larianna.Brown@gov.bc.ca>  
To: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
Sent: September 15, 2020 12:31:54 PM PDT  
Attachments: Pach\_SOI\_20200717\_pl.dbf, Pach\_SOI\_20200717\_pl.shx,  
Pach\_SOI\_20200717\_pl.sbn, Pach\_SOI\_20200717\_pl.shp.xml,  
Pach\_SOI\_20200717\_pl.cpg, Pach\_SOI\_20200717\_pl.shp,  
Pach\_SOI\_20200717\_pl.sbx, Pach\_SOI\_20200717\_pl.prj

Hi Sarah,

Here are the shapefiles for the Pacheedaht CAD boundary update. I've uploaded these into the CAD workflow tracker and hoping they will get processed quickly.  
Let me know if you need anything else.

s.22

Take care,  
L

**Larianna Brown**  
Cell – 250-714-2046

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** September 15, 2020 11:00 AM  
**To:** Brown, Larianna IRR:EX <Larianna.Brown@gov.bc.ca>  
**Subject:** Pacheedaht CAD linework?

Hi Larianna,  
I have an FCRSA out with Pacheedaht now with the old line work. Do you have a new boundary that is ready for uploading in CAD? I have a pdf from Peter but need GIS files to make a new FCRSA map. If I can get a correct map now it will save me from having to do an amendment later.  
Thanks,  
Sarah

---

**Sarah Quinn, RPF, MA**  
Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## RE: FCRSA and Treaty

---

From: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
To: Quinn, Sarah IRR:EX  
Sent: August 5, 2020 3:55:08 PM PDT

Hi Sarah, an FCRSA will expire at the effective date of a treaty and be replaced by a post treaty agreement that deals with treaty rights as opposed to aboriginal rights and title. When a FN is in the more advanced stages of treaty discussions, we should add language to the TERM section of the FCSA.

**14.1 Term.** The term of this Agreement will be three (3) years, **or to the effective date of a XXX treaty, whichever occurs sooner**, commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** Wednesday, August 5, 2020 3:34 PM  
**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
**Subject:** FCRSA and Treaty

Hi Paul,

Can you remind me the policy on FCRSAs and Treaties? Pacheedaht is expiring and I was wondering if we will have a policy issue if they sign in the next three years.

Thanks,  
Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9  
Cell: 250.668.6885

## RE: Pacheedaht FCRSA

---

From: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
To: Quinn, Sarah IRR:EX  
Sent: August 28, 2020 10:25:47 AM PDT

No, nothing. Would you mind? I'm swamped with Jeanette being away.

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Sent:** Friday, August 28, 2020 10:05 AM

**To:** Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>

**Subject:** FW: Pacheedaht FCRSA

Hi Paul – anything from s.16 yet? Should I check in with them?

Thanks,

S

---

**From:** Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>

**Sent:** August 27, 2020 11:33 AM

**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Subject:** RE: Pacheedaht FCRSA

Awesome, thanks a lot, no worries.

Also, are you handling the s.16 FCRSA negotiations as well? I was on a meeting with them on June 30 where they indicated they would review and sign, but I don't know how that has progressed.

Yes, I am aware of s.16. I have heard folks in government say: s.16 but I have not received official instruction on pronunciation.

Thanks again,

Ian

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Sent:** August 27, 2020 11:25 AM

**To:** Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>

**Subject:** RE: Pacheedaht FCRSA

Yes, shoot, sorry about that.

Also, did you know that s.16 ?

If so, have you ever heard it pronounced?

Thanks,

Sarah

---

**From:** Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>

**Sent:** August 27, 2020 11:10 AM

**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Subject:** Pacheedaht FCRSA

Hi Sarah,

I am wondering if you have commenced discussions with Pacheedaht on their FCRSA renewal? I believe this one is expiring in September.

Thanks,

Ian

Ian Benoit, MPP – Advisor, First Nations Relations - Ministry of Forests, Lands, Natural Resource Operations and Rural Development - Phone: 250 736-6948

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>

**Sent:** August 18, 2020 5:03 PM

**To:** Benoit, Ian FLNR:EX <Ian.Benoit@gov.bc.ca>

**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Ian,

In the revenue sharing summary, it says the districts included in Pacheedaht territory are DSI and DSE. I'm not sure if you could help on this, but I think DSE might be an error code or something. I've asked Emma Lironi yesterday to verify the accuracy here as her office is responsible for these sheets, but have yet to hear back. Just thought I should keep you updated.

Have a good evening,  
S

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>

**Sent:** August 17, 2020 8:21 AM

**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

I have only made one addition in red regarding AAC partitioning in a TFL. Please let me know if there is anything else I can do to help.

Thanks a lot,

Ian

---

**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Sent:** August 7, 2020 3:40 PM

**To:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>

**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Ian,

Yes, please send me back the version you want inserted. It's important to get it right, so take the time you need. That said, delays will impact your office if we end up with a gap in accommodation coverage (mostly Rhonda).

Usually I would give more notice – my apologies on that. Feel free to give me a call if needed.

Have a good weekend,

Sarah

---

**From:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>

**Sent:** August 6, 2020 3:55 PM

**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Subject:** RE: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

At the time, I can only think of one authorization SINRD would want to see added to the spreadsheet. Would you like me to just make the suggested insertion and send you back a copy?

Also, when do you think you will be delivering the proposed agreements to Pacheedaht and s.16 ? If possible, I would like to be able to take the time to ensure that I have captured all of South Island's requested revisions at once, rather than in separate installments. I am new to this process, so my apologies for not fully understanding how it works.

Thanks a lot,

Ian

Ian Benoit, MPP – Advisor, First Nations Relations - Ministry of Forests, Lands, Natural Resource Operations and Rural Development - Phone: 250 736-6948

---

**From:** Proteau, James FLNR:EX <[James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)>

**Sent:** August 4, 2020 4:26 PM

**To:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Cc:** Benoit, Ian FLNR:EX <[Ian.Benoit@gov.bc.ca](mailto:Ian.Benoit@gov.bc.ca)>

**Subject:** Fwd: South Island's Annual List of Decisions template (Feb 13, 2019)

Hi Sarah,

Thanks for reaching out. Ian is acting in this role. Ian over to you. Thanks, Jim

Sent from my iPhone

Begin forwarded message:

**From:** "Quinn, Sarah IRR:EX" <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Date:** August 4, 2020 at 4:02:57 PM PDT

**To:** "Proteau, James FLNR:EX" <[James.Proteau@gov.bc.ca](mailto:James.Proteau@gov.bc.ca)>

**Subject:** South Island's Annual List of Decisions template (Feb 13, 2019)

Hi James,

I'm taking over some FCRSA files that my colleague Jeanette Sidhu-Scherer was leading – I believe she may have already contacted you. For SI District, we have Pacheedaht and

s.16 coming up for expiry on September 19<sup>th</sup>. As part of these agreements, we include an annual list of decisions for FLRNO which includes the engagement level. Tim usually customizes this annual list of decisions for South Island, and if needed, would negotiate the table with the First Nations.

Attached here is last year's table. Can you advise as to who I should contact in your office for this year's list (or perhaps I should just use this one)?

Thanks,

Sarah



## FCRSA and Treaty

---

From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Kerr, Paul IRR:EX <Paul.Kerr@gov.bc.ca>  
Sent: August 5, 2020 3:34:20 PM PDT

Hi Paul,

Can you remind me the policy on FCRSAs and Treaties? Pacheedaht is expiring and I was wondering if we will have a policy issue if they sign in the next three years.

Thanks,  
Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9  
Cell: 250.668.6885

## RE: Pacheedaht action items

---

From: Munson, Tim FLNR:EX <Tim.Munson@gov.bc.ca>  
To: Henstra, Laura ABR:EX <Laura.Henstra@gov.bc.ca>  
Sent: April 19, 2017 10:41:22 AM PDT

Yes, the volume for both tenures was sourced from the Forest Revitalization Act Bill 28 volume.

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Wednesday, April 19, 2017 10:37 AM  
**To:** Munson, Tim FLNR:EX  
**Subject:** RE: Pacheedaht action items  
That's all Bill 28 volume then?

**Laura Henstra**  
Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Munson, Tim FLNR:EX  
**Sent:** Wednesday, April 19, 2017 10:36 AM  
**To:** Henstra, Laura ABR:EX  
**Subject:** RE: Pacheedaht action items

Hi Laura,  
Pacheedaht has <sup>s.16</sup> and I can confirm that the new FLTC A94768 is 100% FTOA volume and  
FLTC A86800 is also 100% FTOA volume.

Thanks,  
Tim

Tim Munson - First Nations Advisor - South Island Natural Resource District - Phone: 250 731-3060

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Tuesday, April 18, 2017 4:38 PM  
**To:** Munson, Tim FLNR:EX  
**Subject:** Pacheedaht action items

Hi Tim,  
I'm wanting to send a follow up (and tour thank you) to Pacheedaht. I think your only outstanding item was to  
confirm the FTOA bill 28 portion. Any update? If not, I can just note that you'll follow up.  
Cheers

Laura  
**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

## RE: Pacheedaht First Nation

---

From: Henstra, Laura ABR:EX s.15  
:  
To: Tom Jones  
Cc: Jeff Jones, Tracy Charlie, Joan McKinnon, Chris Hopkins, Munson, Tim FLNR:EX, Chaytor, Wisty ABR:EX  
Sent: March 14, 2017 4:27:41 PM PDT

Hello Tom and all, my apologies for the delay in response. At about the same moment you were sending your email,  
s.22

Apologies if you just missed getting that message.

Yes, I welcome the opportunity to come meet in person, and especially to see the local village advancements you mention. I am in touch with Wisty as well as our policy team in Victoria, and am working on an answer to your questions.

Those three dates work for me, and I am just connecting with the South Island District on confirming any of those dates.

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]  
**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
**Subject:** Pacheedaht First Nation

hi Laura

As per my phone message, Pacheedaht would like to meet with you and discuss, understand, and input into the renewal FCRSA process. As I indicated in my phone message, Chief Jones is committed through March to the San Juan Rehabilitation/fisheries project. We also have to plan around treaty commitments as well. At this point in time the earliest dates that are available for Pacheedaht to participate in a meeting are April 10, 12, and 13. We would prefer the meeting be at Pacheedaht which would also allow us to showcase some of our recent advances in our village infrastructure.

s.16

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## Pacheedaht FCRSA meeting follow up

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From: Henstra, Laura ABR:EX<sup>s.15</sup>  
s.15  
To: Tom Jones, Jeff Jones, Tracy Charlie  
Cc: Munson, Tim FLNR:EX  
Sent: April 19, 2017 11:06:11 AM PDT  
Attachments: Pacheedaht\_First\_Nation-Revenue\_Sharing\_Map\_11x17.pdf,  
Pacheedaht\_RS\_Summary\_2017\_18.docx, Pacheedaht FCRSA 2017.docx

Dear Chief Jeff Jones, Tom, Tracy, Stan and Christine,

Thank you very much for hosting Tim and I for the FCRSA meeting last week. The tour of the community following was enlightening and very exciting (and the fresh warm bannock was a very welcomed treat). We were honoured that you took the time to share this all with us, and we have shared all the highlights with our teams in Nanaimo and South Island. Wisty too has spent time informing our teams across agencies of Pacheedaht's interests and advancements.

From our meeting, we had a couple of follow up items regarding the FCRSA.

1. Please find attached an updated FCRSA that corrects my earlier (unnamed) typo in the Appendix B list of decisions header.
2. Also attached is a map of the Pacheedaht Traditional Territory that shows where neighbouring First Nations overlap in the revenue sharing model, and where revenue is shared equally.
3. Tim has confirmed that the FTOA licences FLTC A94768 and FLTC A86800 are fully "Bill 28" volume, which means that stumpage paid on that harvest will be returned via the FCRSA at 35% (the green "Direct Award Stumpage Return Component" box on the annual revenue sharing summary sheet, attached again here). Remember that stumpage paid is returned via an FCRSA with a year gap, see slide 10 of the powerpoint for a reminder of the years.
4. A plan around sharing shapefiles has not been confirmed but Christine and Jeff's feedback was very helpful, and we will be sure that Pacheedaht is informed of progress here.

As a reminder, the current FCRSA expires on July 17, 2017.

We are available to discuss any questions or concerns you may have.


Very best wishes and thank you again,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139












# Confidential and Without Prejudice

## Agreement Boundary

 Pacheedaht First Nation

 Forest Districts

## Agreement Boundary Overlaps

 1 First Nation	 7 First Nations
 2 First Nations	 8 First Nations
 3 First Nations	 9 First Nations
 4 First Nations	 10 First Nations
 5 First Nations	 11 First Nations
 6 First Nations	



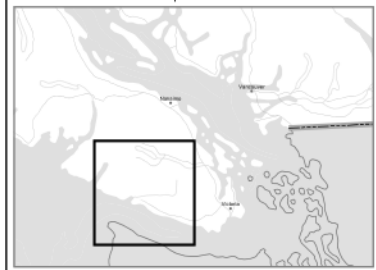
The data used to produce this map has been collected and is presented without prejudice to any party. The names of other First Nations agreement boundaries are not displayed on this map as permission has not been provided by all First Nations to distribute or display their boundaries. If you would like to carry out research to determine what First Nations may be overlapping your agreement boundary it is suggested you review the following references:

- The agreements on this web site often have boundary maps attached:  
[http://www.newrelationship.gov.bc.ca/agreements\\_and\\_leg/other.html](http://www.newrelationship.gov.bc.ca/agreements_and_leg/other.html)
- On the Consultative Areas Database (CAD) Public Map Service users can identify the First Nations contact information for any location in the province: <http://ftp.geobc.gov.bc.ca/pub/outgoing/CAD>

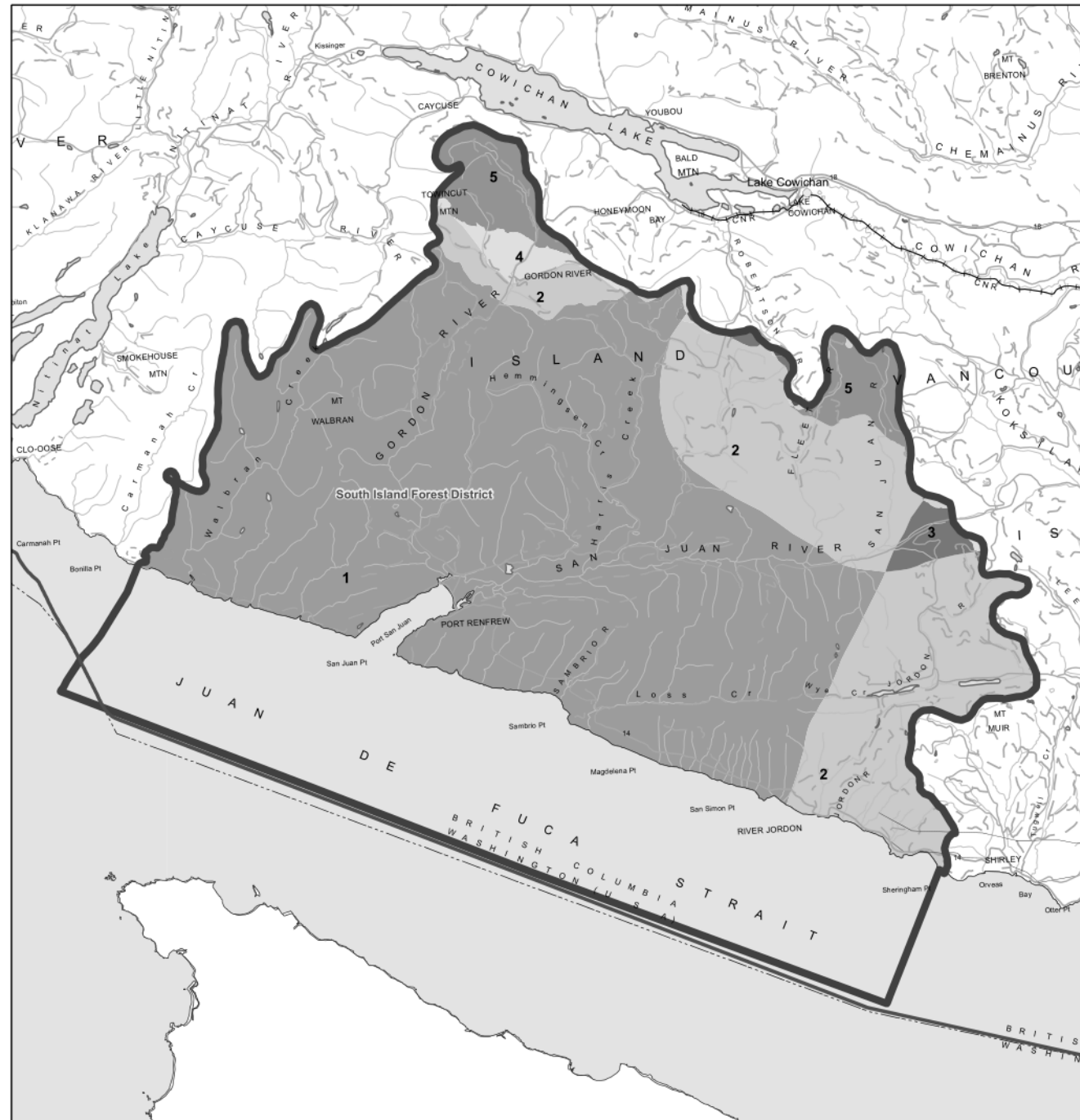
Note: neither of the above sources is a definitive source to determine overlapping First Nations agreement boundaries as these boundaries incorporate information from both sources.

Datum/Projection: NAD83, Albers Equal Area Conic  
Base Map Source: 1:250,000 NTS  
Date Created: March 24, 2015  
Created by: Bolster Consulting Ltd on behalf of  
Forests, Lands and  
Natural Resource Operations

Map Extent



0 3 6 12 Kilometers



Page 005 of 169

Withheld pursuant to/removed as

s.16

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

**Between:  
Pacheedaht First Nation**

As Represented by  
Chief and Council  
(Pacheedaht First Nation)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Aboriginal Relations and Reconciliation  
(“British Columbia”)

(Collectively the “Parties”)

**WHEREAS:**

- A. Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist Pacheedaht 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, the following definitions apply:

**“Aboriginal Interests”** 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*;

**“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 First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Pacheedaht 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”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“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*;

**“Forest Revitalization Volume”** means the volume apportioned to Pacheedaht First Nation originating from the tenure reallocation under Bill 28 of the *Forest Revitalization Act*.

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

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

**“Minister”** means the Minister of Forests, Lands and Natural Resource Operations 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 Pacheedaht 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 Pacheedaht First Nation under Article 3 of this Agreement;

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

**“Term”** means the term of this Agreement set out in section 14.1;

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

**“Traditional Territory”** means the traditional territory claimed by Pacheedaht First Nation located within British Columbia as identified by Pacheedaht First Nation and shown in bold on the map attached in Appendix A.

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

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

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F- 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 through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Pacheedaht First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Pacheedaht First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Pacheedaht First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Pacheedaht First Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

### **3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Pacheedaht 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<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

### **3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$74,845 (representing August 1, 2017 – March 31, 2018) the first instalment of which will be paid on or before September 30, 2017 if the Effective Date is prior to July 31<sup>st</sup> or on or before March 31, 2018 if the Effective Date is after July 31<sup>st</sup>.

- 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 to the month in which the Agreement is signed by Pacheedaht First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Pacheedaht 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.
- 3.5 Amount agreed to.** Pacheedaht First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

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

- 4.1 Recipient entity.** Unless Pacheedaht First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Pacheedaht First Nation.
- 4.2 Election of Designate.** Pacheedaht 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 Pacheedaht First Nation and such appointment is confirmed by a Band Council Resolution of Pacheedaht First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Pacheedaht First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Pacheedaht First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Pacheedaht 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 Pacheedaht 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 and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Pacheedaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Pacheedaht First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Pacheedaht 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.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or

proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Pacheedaht 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 with other 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.** The Parties agree that notwithstanding 6.1:

- (a) if before the Effective Date Pacheedaht First Nation enters into a SEA, or RA that includes a consultation process which 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 after the Effective Date Pacheedaht First Nation enters into a SEA, or RA that includes a consultation process which 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 of this Agreement will apply for the remainder of the Term.

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Pacheedaht 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, Pacheedaht First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

**7.1 Revenue Sharing Contributions will vary.** Pacheedaht First Nation acknowledges that forest 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.** Pacheedaht 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 Pacheedaht First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Pacheedaht 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 and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Pacheedaht First Nation's Aboriginal Interests.

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

- 8.1 Statement of Community Priorities.** Pacheedaht First Nation covenants and agrees that it will:
- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
  - (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.
- 8.2 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Pacheedaht First Nation will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement, 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.
- 8.3 Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Pacheedaht First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.
- 8.4 Audit.** British Columbia may, at its sole discretion and at the sole expense of Pacheedaht First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.5 Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.

- 8.6 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - SECURITY DEPOSITS**

- 9.1 Silviculture Deposit.** In consideration of Pacheedaht First Nation entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.

## **ARTICLE 10 – SET OFF**

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Pacheedaht First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Pacheedaht First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Pacheedaht First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

- 11.1 Non-interference.** Pacheedaht First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.
- 11.2 Cooperation and Support.** Pacheedaht First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Pacheedaht 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 Pacheedaht 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 assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Pacheedaht First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Pacheedaht First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Pacheedaht First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 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 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Pacheedaht First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities



carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests.

**13.5 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.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, 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.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 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.

**14.3 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.

**14.4 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 15 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

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

and if to the Pacheedaht First Nation:

Chief Jeff Jones  
Pacheedaht First Nation  
PO Box 170 350 Kalaid Street  
Port Renfrew B.C. V0S 1K0  
Telephone: (250) 647-5521  
Fax: (250) 647-5561

- 16.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Pacheedaht First Nation's Aboriginal Interests.
- 17.3 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 Pacheedaht 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.
- 17.4 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.
- 17.5 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.
- 17.6 Assignment.** Pacheedaht First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. 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 First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Pacheedaht First Nation.

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

**17.11 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.

**17.12 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.

**17.13 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.

**17.14 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 Article 16 or any other method agreed to by the Parties.

**17.15 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:

Pacheedaht First Nation

\_\_\_\_\_  
Chief Jeff Jones

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Pacheedaht First Nation  
signatures

Signed on behalf of:

**Government of British Columbia**

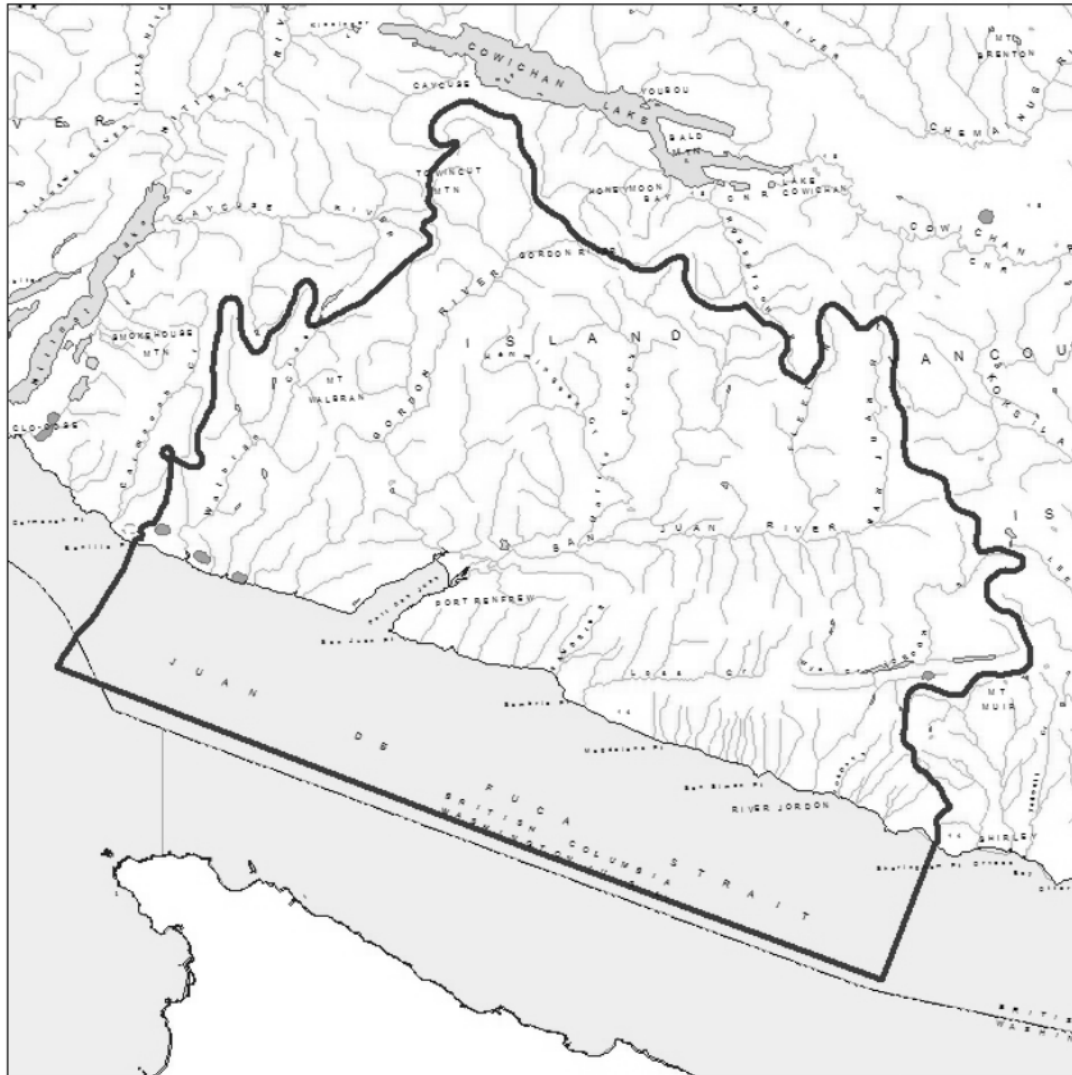
\_\_\_\_\_  
Minister of Aboriginal Relations and  
Reconciliation


\_\_\_\_\_  
**Date**

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

## APPENDIX A

### Appendix A: Map of the Pacheedaht First Nation Traditional Territory



 Forest and Range Consultation and Revenue Sharing Agreement Boundary

0 4.25 8.5 17 Kilometers

Date: January 24, 2014

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



#### Key Map



## **APPENDIX B**

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

- 1.1 British Columbia will consult with Pacheedaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Pacheedaht First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Pacheedaht 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 Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as 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 Traditional Territory of Pacheedaht First Nation during the current fiscal year, British Columbia will notify the Pacheedaht 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 Pacheedaht 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, Pacheedaht 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 Traditional 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 Pacheedaht 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	Proponent or tenure holder engages Pacheedaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Pacheedaht First Nation and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Pacheedaht First Nation they will not be sending out information.	Pacheedaht First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Pacheedaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Pacheedaht 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 Pacheedaht First Nation of the final decision where requested by the Pacheedaht 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 Pacheedaht First Nation with the final decision and rational in writing.

- 1.11 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Pacheedaht First Nation, the Province is not obligated to inform the Pacheedaht 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

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
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 FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	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 but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5, 6	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	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	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	

<b>As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Comments</b>
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	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	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account (FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	RED/DM	3	30 days	Consultation level set at notification.
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment 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	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1-5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Land Act tenure amendments, extensions and replacements related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used for FSR realignments, heli pad 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	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Recreation Sites and Trails (RST)</b>					
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	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
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	1-2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously <b>un-impacted site</b> -N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously <b>un-impacted site</b> -Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over previously <b>developed site</b> - N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on previously <b>developed site</b> -Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 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 FLNRO	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	3	30 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	

As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
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	District Manager	3, 5	30-60 days	
Management Plan approvals	Admin	District Manager	1, 5	30 days	
Timber supply reviews for AAC determination	Admin	District Manager	5	60 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Deletion of Private land	Admin	Minister Forests, Lands and Natural Resource Operations	5	60 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	30 days	



<b>As per Section 1.3 - South Island Natural Resource District or Pacheedaht First Nation</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Comments</b>
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					
BC Timber Sales (BCTS) Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5	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.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP	Operational	District Manager	1, 5	60 days	
FSP and WLP extensions	Operational	District Manager	1, 3	30 days	
FSP and WLP extensions of one year or less	Operational	District Manager	2	n/a	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	

### **Notes to Matrix**

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

## **APPENDIX C**

### **Revenue Sharing Contribution Methodology**

#### **Traditional 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 South Island 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 South Island District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Pacheedaht First Nation's Forest Revitalization Volume will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Pacheedaht First Nation's Traditional Territory will be calculated by determining the percent of Pacheedaht First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the South Island 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Pacheedaht First Nation as described in section 1.2 of this Appendix.
- 1.4 If Pacheedaht 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 Pacheedaht 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 the total stumpage payments received by the Crown for any harvest of Pacheedaht First Nation's Forest Revitalization Volume for the previous BC Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 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 Traditional 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 Pacheedaht First Nation in any given full year under the *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005) ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2017/18 BC Fiscal Year: 40 percent;
- 3.2.2 2018/19 BC Fiscal Year: 0 percent; and
- 3.2.3 2019/20 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2017/18 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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005) then Pacheedaht First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year 2017/18; and
  - (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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005), then Pacheedaht First Nation will receive an annual payment for BC fiscal Year 2017/18 that is equal to the annual payment received under the *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005).

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)**

## APPENDIX E

### Pacheedaht First Nation **Statement of Community Priorities**

*(Example only )*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2016/2017	2017/2018	2018/2019		

## APPENDIX F

### Pacheedaht First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2016/2017 Planned Expenditures	2016/2017 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Pacheedaht 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 Pacheedaht First Nation

## Expiring Pacheedaht Forest Consultation and Revenue Sharing Agreement (FCRSA)

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From: Henstra, Laura ABR:EX s.15  
s.15  
To: 'jeffj@pacheedaht.ca'  
Cc: Munson, Tim FLNR:EX, Bauto, Mary FLNR:EX  
Sent: March 6, 2017 11:09:28 AM PST  
Attachments: 2017.03.06 FCRSA Intro Letter Pacheedaht.pdf

Good morning Chief Jeff Jones, attached is a letter with regard to the upcoming expiry of the Pacheedaht First Nation Forest Consultation and Revenue Sharing Agreement (FCRSA) on July 21, 2017.

We hope to be able to meet with you to discuss renewing the agreement, and to ensure continuity in revenue sharing payments.

Best wishes,

Laura Henstra

**Laura Henstra, Sr. Resource Coordination Officer**

Ministry of Aboriginal Relations and Reconciliation

Negotiations and Regional Operations Division

2080 Labieux Road, Nanaimo BC V9T 6J9

[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139



March 6, 2017

File: 25100-25/FCRSA PACH1

Chief Jeff Jones  
General Delivery  
Port Renfrew, BC V0S 1K0

Chief Jeff Jones:

The Pacheedaht First Nation Forest Consultation and Revenue Sharing Agreement (FCRSA) between Pacheedaht First Nation and the Province of British Columbia is due to expire on July 21, 2017.

I would like to request an opportunity to meet with you to discuss renewal of the Pacheedaht FCRSA, in order to leave ample time for the renewal related discussions and to ensure revenue sharing continuity.

I would be grateful if you could please confirm your availability for such a meeting. You can contact me at your earliest convenience by phone at 250-751-7139 or by e-mail at [laura.henstra@gov.bc.ca](mailto:laura.henstra@gov.bc.ca).

Yours truly,

*Laura Henstra*

Laura Henstra  
Sr. Resource Coordination Officer  
Ministry of Aboriginal Relations and Reconciliation  
Telephone: 250-751-7139  
e-mail: [laura.henstra@gov.bc.ca](mailto:laura.henstra@gov.bc.ca)

pc: Tim Munson, South Island Natural Resources District, Ministry of Forests, Lands and Natural Resources Operations

Mary Bauto, South Island Natural Resources District, Ministry of Forests, Lands and Natural Resources Operations



## RE: Pacheedaht FCRSA meeting follow up

---

From: Henstra, Laura ABR:EX s.15  
To: Tom Jones  
Cc: Munson, Tim FLNR:EX  
Sent: May 3, 2017 9:54:56 AM PDT

Good morning Tom, thank you for sending the signed FCRSA, and I'm glad that Tim and I were able to answer any questions or concerns that Pacheedaht may have had with a renewed agreement. I'll start the processing, and when the Minister (or designate) has signed, Pacheedaht will receive a signed copy from our team in Victoria.

If anything comes up with the FCRSA in the coming year, Tim Munson will be your first point of contact s.22 s.22

I hope to have the chance to visit the community again soon, see the newly paved roads, the expanding campground, try some fresh water.

Very best wishes,

Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

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**From:** Tom Jones [mailto:tomj@pacheedaht.ca]  
**Sent:** Tuesday, May 2, 2017 4:07 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** Re: Pacheedaht FCRSA meeting follow up  
Laura, Attached is signed copy of FCRSA.  
Tom

**From:** Henstra, Laura ABR:EX  
**Sent:** Wednesday, April 19, 2017 11:06 AM  
**To:** 'Tom Jones' ; Jeff Jones ; Tracy Charlie  
**Cc:** Munson, Tim FLNR:EX  
**Subject:** Pacheedaht FCRSA meeting follow up

Dear Chief Jeff Jones, Tom, Tracy, Stan and Christine,

Thank you very much for hosting Tim and I for the FCRSA meeting last week. The tour of the community following was enlightening and very exciting (and the fresh warm bannock was a very welcomed treat). We were honoured that you took the time to share this all with us, and we have shared all the highlights with our teams in Nanaimo and South Island. Wisty too has spent time informing our teams across agencies of Pacheedaht's interests and advancements.

From our meeting, we had a couple of follow up items regarding the FCRSA.

1. Please find attached an updated FCRSA that corrects my earlier (unnamed) typo in the Appendix B list of decisions header.
2. Also attached is a map of the Pacheedaht Traditional Territory that shows where neighbouring First Nations overlap in the revenue sharing model, and where revenue is shared equally.
3. Tim has confirmed that the FTOA licences FLTC A94768 and FLTC A86800 are fully "Bill 28" volume, which means that stumpage paid on that harvest will be returned via the FCRSA at 35% (the green "Direct Award Stumpage Return Component" box on the annual revenue sharing summary sheet, attached again here). Remember that stumpage paid is returned via an FCRSA with a year gap, see slide 10 of the powerpoint for a reminder of the years.
4. A plan around sharing shapefiles has not been confirmed but Christine and Jeff's feedback was very helpful, and we will be sure that Pacheedaht is informed of progress here.

As a reminder, the current FCRSA expires on July 17, 2017.

We are available to discuss any questions or concerns you may have.

Very best wishes and thank you again,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9



## Re: Pacheedaht FCRSA package

---

From: Henstra, Laura ABR:EX s.15  
:  
To: Yardley, Ryan D ABR:EX  
Sent: May 11, 2017 7:30:08 AM PDT

Hi Ryan - s.22

You're right! Thanks for catching my mistake. I don't need to follow up with Pacheedaht to correct anything though, they know they're getting the full fiscal amount.

No originals, just the PDF.

Thank you!

Laura

**From:** Yardley, Ryan D ABR:EX  
**Sent:** Wednesday, May 10, 2017 4:32 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** RE: Pacheedaht FCRSA package

Also is a hard copy in the mail or should I print copies?

Best,

Ryan

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**From:** Henstra, Laura ABR:EX  
**Sent:** Monday, May 8, 2017 2:15 PM  
**To:** Yardley, Ryan D ABR:EX  
**Cc:** Kerr, Paul ABR:EX  
**Subject:** Pacheedaht FCRSA package  
Hi Ryan (welcome back!) and Paul,  
Attached:

- FCRSA signed by First Nation (no originals, please proceed with PDF)
- Checklist.

Memo note is now in e-Approvals.

Their current FCRSA does not actually expire until July 21, so not sure if you'd prefer to sit on this one until closer to expiration.

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

## RE: Pacheedaht First Nation

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From: Henstra, Laura ABR:EX<sup>s.15</sup>  
s.15  
To: Tom Jones  
Cc: Munson, Tim FLNR:EX, Sutherland, Anne-Marie FLNR:EX  
Sent: April 3, 2017 4:30:05 PM PDT  
Attachments: Pacheedaht\_RS\_Summary\_2017\_18.docx, Pacheedaht FCRSA 2017.docx, Pacheedaht FCRSA 2017.pptx

Hi Tom, attached are the FCRSA materials: 1) an updated FCRSA (note that the format of the agreement changed with the intention of being clearer); 2) a presentation similar to the one we presented 3 years ago, which outlines the program formula, and 3) the 2017/18 revenue sharing summary sheet.

Thank you for making copies for the Pacheedaht attendees. If anything comes up, I am happy to print copies here to bring.

We will see you April 10 at 10:30am, and you can feel free to be in touch beforehand if needed. Could you please confirm where we will meet?

Best,

Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]

**Sent:** Thursday, March 30, 2017 2:44 PM

**To:** Henstra, Laura ABR:EX

**Subject:** Re: Pacheedaht First Nation

Laura. the 5 listed as CC plus myself would be the max # attending. if you send me the digital version I can make copies for PFN attendees.

Tom

**From:** Henstra, Laura ABR:EX

**Sent:** Thursday, March 30, 2017 2:14 PM

**To:** 'Tom Jones'

**Cc:** Munson, Tim FLNR:EX ; Chaytor, Wisty ABR:EX ; Jeff Jones ; Tracy Charlie ; Kristine Pearson ; Joan McKinnon ; Chris Hopkins ; Sutherland, Anne-Marie FLNR:EX

**Subject:** RE: Pacheedaht First Nation

Hi Tom, that would be great, thank you for helping to arrange this meeting and tour. Let's confirm for 10:30am. With me will be Tim Munson from the South Island District office s.22 , and Anne-Marie Sutherland, who does behind the scenes management of the FCRSA program, and who has been hoping for an opportunity to join a meeting in person.

I'll bring copies of all the materials if you tell me how many copies to have ready. And I will send the materials to you electronically beforehand as well.

Very best,

Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]

**Sent:** Thursday, March 30, 2017 1:21 PM

**To:** Henstra, Laura ABR:EX

**Cc:** Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX; Jeff Jones; Tracy Charlie; Kristine Pearson; Joan McKinnon; Chris Hopkins

**Subject:** Re: Pacheedaht First Nation

Laura

I have confirmed meeting with Pacheedaht for April 10. Timing is flexible by all so maybe aim for 10:30 or 11am. This would leave us early afternoon time for field review of village and other infrastructure.

Tom

**From:** Henstra, Laura ABR:EX

**Sent:** Friday, March 17, 2017 3:12 PM

**To:** 'Tom Jones'

**Cc:** Munson, Tim FLNR:EX ; Chaytor, Wisty ABR:EX

**Subject:** RE: Pacheedaht First Nation

Hello Tom, can we confirm the FCRSA meeting for April 10, if that date is still available? Tim Munson will be travelling from s.22 and me from s.22, so if there was a mid-day time, that would help with travel.

I will prepare materials shortly so that you can review anything in advance, or we can just discuss them at the meeting, as you prefer.

I can follow up now on the topic of enhanced revenue sharing levels, having discussed with Wisty and team about the status and plan for negotiations, and we all had a call with our FCRSA policy team in Victoria. We can discuss this in more detail of course.

Advancing through treaty stages is a goal of both the Province and an interested First Nation such as Pacheedaht. Recognizing milestones reached through the treaty process is accomplished through incremental treaty opportunities and benefits. At this time, the FCRSA is an operational and accommodation-based program, and levels have been focused on non-treaty operational engagement milestones. That said, the program is under review with the help of the First Nations Forestry Council, and reflecting treaty milestones is a topic that has been raised for consideration. s.16

s.16

Changes to the formula or levels can be

applied mid agreement, if treaty milestones are recognized following this year's review.

I hope that this is helpful information, and we are available to discuss further, including Wisty and the treaty negotiators.

Very best,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**

Ministry of Aboriginal Relations and Reconciliation

Negotiations and Regional Operations Division

2080 Labieux Road, Nanaimo BC V9T 6J9

[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

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**From:** Henstra, Laura ABR:EX

**Sent:** Tuesday, March 14, 2017 4:28 PM

**To:** 'Tom Jones'

**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins; Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX

**Subject:** RE: Pacheedaht First Nation

Hello Tom and all, my apologies for the delay in response. At about the same moment you were sending your email, s.22

Apologies if you just missed getting that message.

Yes, I welcome the opportunity to come meet in person, and especially to see the local village advancements you mention. I am in touch with Wisty as well as our policy team in Victoria, and am working on an answer to your questions.

Those three dates work for me, and I am just connecting with the South Island District on confirming any of those dates.

**Laura Henstra**

Ministry of Aboriginal Relations

and Reconciliation

250-751-7139

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**From:** Tom Jones [<mailto:tomj@pacheedaht.ca>]

**Sent:** Tuesday, March 7, 2017 4:19 PM

**To:** Henstra, Laura ABR:EX

**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins

**Subject:** Pacheedaht First Nation

hi Laura

As per my phone message, Pacheedaht would like to meet with you and discuss, understand, and input into the renewal FCRSA process. As I indicated in my phone message, Chief Jones is committed through March to the San Juan Rehabilitation/fisheries project. We also have to plan around treaty commitments as well. At this point in time the earliest dates that are available for Pacheedaht to participate in a meeting are April 10, 12, and 13. We would prefer the meeting be at Pacheedaht which would also allow us to showcase some of our recent advances in our village infrastructure.

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

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

**Between:  
Pacheedaht First Nation**

As Represented by  
Chief and Council  
(Pacheedaht First Nation)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Aboriginal Relations and Reconciliation  
(“British Columbia”)

(Collectively the “Parties”)

**WHEREAS:**

- A. Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist Pacheedaht 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, the following definitions apply:

**“Aboriginal Interests”** 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*;

**“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 First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Pacheedaht 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”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“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*;

**“Forest Revitalization Volume”** means the volume apportioned to Pacheedaht First Nation originating from the tenure reallocation under Bill 28 of the *Forest Revitalization Act*.

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

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

**“Minister”** means the Minister of Forests, Lands and Natural Resource Operations 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 Pacheedaht 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 Pacheedaht First Nation under Article 3 of this Agreement;

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

**“Term”** means the term of this Agreement set out in section 14.1;

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

**“Traditional Territory”** means the traditional territory claimed by Pacheedaht First Nation located within British Columbia as identified by Pacheedaht First Nation and shown in bold on the map attached in Appendix A.

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

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

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F- 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 through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Pacheedaht First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Pacheedaht First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Pacheedaht First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Pacheedaht First Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

**3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Pacheedaht 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<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

**3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$74,845 (representing August 1, 2017 – March 31, 2018) the first instalment of which will be paid on or before September 30, 2017 if the Effective Date is prior to July 31<sup>st</sup> or on or before March 31, 2018 if the Effective Date is after July 31<sup>st</sup>.

- 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 to the month in which the Agreement is signed by Pacheedaht First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Pacheedaht 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.
- 3.5 Amount agreed to.** Pacheedaht First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

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

- 4.1 Recipient entity.** Unless Pacheedaht First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Pacheedaht First Nation.
- 4.2 Election of Designate.** Pacheedaht 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 Pacheedaht First Nation and such appointment is confirmed by a Band Council Resolution of Pacheedaht First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Pacheedaht First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Pacheedaht First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Pacheedaht 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 Pacheedaht 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 and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Pacheedaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Pacheedaht First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Pacheedaht 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.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or

proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Pacheedaht 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 with other 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.** The Parties agree that notwithstanding 6.1:

- (a) if before the Effective Date Pacheedaht First Nation enters into a SEA, or RA that includes a consultation process which 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 after the Effective Date Pacheedaht First Nation enters into a SEA, or RA that includes a consultation process which 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 of this Agreement will apply for the remainder of the Term.

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Pacheedaht 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, Pacheedaht First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

**7.1 Revenue Sharing Contributions will vary.** Pacheedaht First Nation acknowledges that forest 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.** Pacheedaht 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 Pacheedaht First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Pacheedaht 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 and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Pacheedaht First Nation's Aboriginal Interests.

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

- 8.1 Statement of Community Priorities.** Pacheedaht First Nation covenants and agrees that it will:
- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
  - (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.
- 8.2 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Pacheedaht First Nation will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement, 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.
- 8.3 Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Pacheedaht First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.
- 8.4 Audit.** British Columbia may, at its sole discretion and at the sole expense of Pacheedaht First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.5 Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.

- 8.6 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - SECURITY DEPOSITS**

- 9.1 Silviculture Deposit.** In consideration of Pacheedaht First Nation entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.

## **ARTICLE 10 – SET OFF**

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Pacheedaht First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Pacheedaht First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Pacheedaht First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

- 11.1 Non-interference.** Pacheedaht First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.
- 11.2 Cooperation and Support.** Pacheedaht First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Pacheedaht 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 Pacheedaht 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 assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Pacheedaht First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Pacheedaht First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Pacheedaht First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 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 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Pacheedaht First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities



carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests.

**13.5 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.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, 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.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 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.

**14.3 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.

**14.4 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 15 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

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

and if to the Pacheedaht First Nation:

Chief Jeff Jones  
Pacheedaht First Nation  
PO Box 170 350 Kalaid Street  
Port Renfrew B.C. V0S 1K0  
Telephone: (250) 647-5521  
Fax: (250) 647-5561

- 16.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Pacheedaht First Nation's Aboriginal Interests.
- 17.3 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 Pacheedaht 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.
- 17.4 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.
- 17.5 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.
- 17.6 Assignment.** Pacheedaht First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. 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 First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Pacheedaht First Nation.

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

**17.11 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.

**17.12 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.

**17.13 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.

**17.14 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 Article 16 or any other method agreed to by the Parties.

**17.15 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:

Pacheedaht First Nation

\_\_\_\_\_  
Chief Jeff Jones

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Pacheedaht First Nation  
signatures

Signed on behalf of:

**Government of British Columbia**

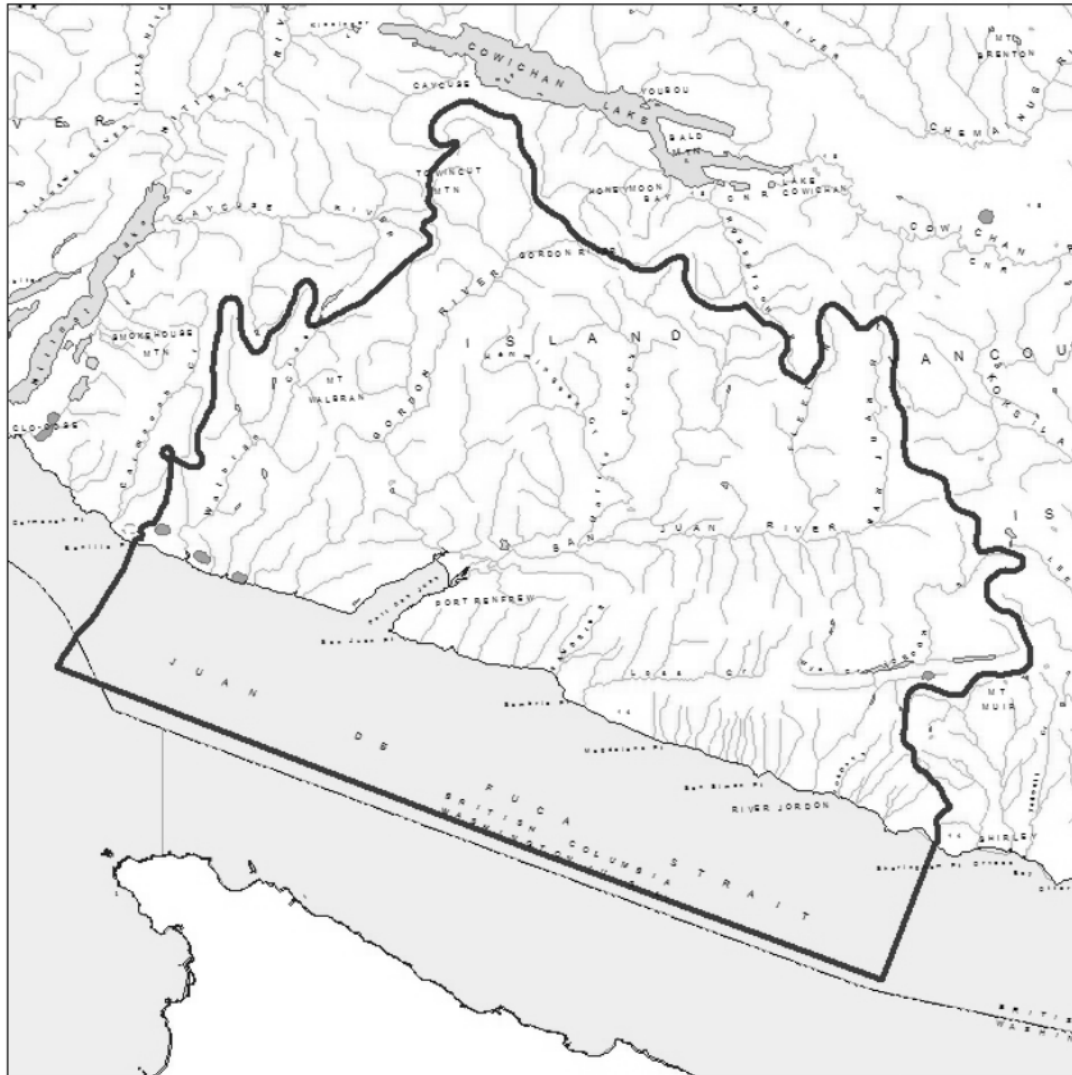
\_\_\_\_\_  
Minister of Aboriginal Relations and  
Reconciliation


\_\_\_\_\_  
**Date**

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

## APPENDIX A

### Appendix A: Map of the Pacheedaht First Nation Traditional Territory



 Forest and Range Consultation and Revenue Sharing Agreement Boundary

0 4.25 8.5 17 Kilometers

Date: January 24, 2014

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



#### Key Map



## **APPENDIX B**

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

- 1.1 British Columbia will consult with Pacheedaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Pacheedaht First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Pacheedaht 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 Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as 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 Traditional Territory of Pacheedaht First Nation during the current fiscal year, British Columbia will notify the Pacheedaht 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 Pacheedaht 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, Pacheedaht 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 Traditional 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 Pacheedaht 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	Proponent or tenure holder engages Pacheedaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Pacheedaht First Nation and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Pacheedaht First Nation they will not be sending out information.	Pacheedaht First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Pacheedaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Pacheedaht 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 Pacheedaht First Nation of the final decision where requested by the Pacheedaht 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 Pacheedaht First Nation with the final decision and rational in writing.

- 1.11 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Pacheedaht First Nation, the Province is not obligated to inform the Pacheedaht 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

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
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 FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	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 but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5, 6	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	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	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	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.
Forestry Licence to Cut (FLTC)					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	

<b>As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation</b>					
<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Comments</b>
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	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	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account (FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	RED/DM	3	30 days	Consultation level set at notification.
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment 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	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1-5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Land Act tenure amendments, extensions and replacements related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used for FSR realignments, heli pad 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	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Recreation Sites and Trails (RST)</b>					
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	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
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	1-2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously <b>un-impacted site</b> -N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously <b>un-impacted site</b> -Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over previously <b>developed site</b> - N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on previously <b>developed site</b> -Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 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 FLNRO	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	3	30 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	

As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
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	District Manager	3, 5	30-60 days	
Management Plan approvals	Admin	District Manager	1, 5	30 days	
Timber supply reviews for AAC determination	Admin	District Manager	5	60 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Deletion of Private land	Admin	Minister Forests, Lands and Natural Resource Operations	5	60 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	30 days	



As per Section 1.3 - South Island Natural Resource District or Ditidaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					
BC Timber Sales (BCTS) Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5	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.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP	Operational	District Manager	1, 5	60 days	
FSP and WLP extensions	Operational	District Manager	1, 3	30 days	
FSP and WLP extensions of one year or less	Operational	District Manager	2	n/a	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	

### Notes to Matrix

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

## **APPENDIX C**

### **Revenue Sharing Contribution Methodology**

#### **Traditional 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 South Island 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 South Island District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Pacheedaht First Nation's Forest Revitalization Volume will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Pacheedaht First Nation's Traditional Territory will be calculated by determining the percent of Pacheedaht First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the South Island 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Pacheedaht First Nation as described in section 1.2 of this Appendix.
- 1.4 If Pacheedaht 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 Pacheedaht 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 the total stumpage payments received by the Crown for any harvest of Pacheedaht First Nation's Forest Revitalization Volume for the previous BC Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 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 Traditional 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 Pacheedaht First Nation in any given full year under the *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005) ("the Annual Amount") and applying the following percentages to that Annual Amount:
  - 3.2.1 2017/18 BC Fiscal Year: 40 percent;
  - 3.2.2 2018/19 BC Fiscal Year: 0 percent; and
  - 3.2.3 2019/20 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2017/18 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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005) then Pacheedaht First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year 2017/18; and
  - (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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005), then Pacheedaht First Nation will receive an annual payment for BC fiscal Year 2017/18 that is equal to the annual payment received under the *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005).

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)**

## APPENDIX E

### Pacheedaht First Nation **Statement of Community Priorities**

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2016/2017	2017/2018	2018/2019		

## APPENDIX F

### Pacheedaht First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2016/2017 Planned Expenditures	2016/2017 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Pacheedaht 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 Pacheedaht First Nation

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Withheld pursuant to/removed as

s.13 ; s.16 ; s.17

## Re: Bill 28 language

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From: Kerr, Paul ABR:EX <Paul.Kerr@gov.bc.ca>  
To: Henstra, Laura ABR:EX <Laura.Henstra@gov.bc.ca>  
Sent: April 3, 2017 3:43:49 PM PDT

Yes, please do.

Sent from my BlackBerry 10 smartphone on the Rogers network.

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Monday, April 3, 2017 3:29 PM  
**To:** Kerr, Paul ABR:EX  
**Subject:** Bill 28 language

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Hi Paul, I'm preparing materials to send to Pacheedaht in advance of our FCRSA meeting next week. Should I use updated Bill 28 language in Appendix C?

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139



## Re: FCRSA Renewal

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From: Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
To: Rod Bealing  
Sent: October 21, 2020 1:50:01 PM PDT

Thanks Rod, have a great day

Sarah

On Oct 21, 2020, at 1:40 PM, Rod Bealing <forestry@pacheedaht.ca> wrote:

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello again Sarah,  
Thank you for your close attention to this matter.  
We can confirm that Pacheedaht First Nation has verified that the copy provided is the complete document.  
Many thanks,

Rod  
Rod Bealing  
Pacheedaht Forestry

Begin forwarded message:

**From:** Sarah IRR:EX Quinn <sarah.quinn@gov.bc.ca>  
**Date:** Oct 21, 2020 at 11:10 AM  
**To:** Jeff J <jeffj@pacheedaht.ca>  
**Cc:** Rod Bealing <forestry@pacheedaht.ca>  
**Subject:** RE: FCRSA Renewal

Hello Chief Jones,  
I have included the signature page you provided in the pdf of the document in its entirety – can you please verify that this is the complete document? Then I can send it in to our minister for signing. It might take some time to complete with the interregnum, but it won't interfere with your revenue sharing payments.  
Thanks,  
Sarah

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**From:** Jeff J <jeffj@pacheedaht.ca>  
**Sent:** October 19, 2020 4:45 PM  
**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Cc:** Rod Bealing <forestry@pacheedaht.ca>  
**Subject:** RE: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello Sara,  
Attached is Pacheedaht FCRSA signature page from PFN Council.  
Chief Jeff Jones

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**From:** Rod Bealing <[forestry@pacheedaht.ca](mailto:forestry@pacheedaht.ca)>

**Sent:** October 19, 2020 2:24 PM

**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>

**Subject:** Fw: FCRSA Renewal

Chief,

Please find the new FCRSA agreement attached, as discussed.

This needs to be signed by yourself, Tracey and Roxie, and witnessed by a PFN witness.

It can then be scanned and returned to Sarah Quinn at IRR.

Please let me know if any questions or concerns.

Thanks,

Rod

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**From:** Quinn, Sarah IRR:EX <[Sarah.Quinn@gov.bc.ca](mailto:Sarah.Quinn@gov.bc.ca)>

**Sent:** Monday, August 24, 2020 10:39 AM

**To:** Jeff J <[jeffj@pacheedaht.ca](mailto:jeffj@pacheedaht.ca)>

**Cc:** Tracy Charlie <[treaty@pacheedaht.ca](mailto:treaty@pacheedaht.ca)>; Kristine Pearson <[referrals@pacheedaht.ca](mailto:referrals@pacheedaht.ca)>; Tom J <[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)>

**Subject:** FCRSA Renewal

Hello Chief Jones,

I'm writing to you to discuss the renewal of our Forestry Consultation and Revenue Sharing Agreement, which I have attached to this message. The agreement we currently have in place is set to expire on September 19, 2020. The revenue sharing amount for this year will be \$242,338, as shown in the attached summary. BC and Pacheedaht have had Forestry Consultation and Revenue Sharing Agreements in place since 2014, at the outset of the program.

My role is to administer the agreement, and I have also cc'd Ian Benoit, First Nations Relations Advisor for the South Island Natural Resource District who is a lead for First Nations consultation on forestry decisions in your territory.

If you would like to discuss details of the agreement, please get in touch with me. If you would like to proceed with the agreement as drafted, please sign the agreement and send a scanned copy to me at this email address. I understand your office is currently closed due to COVID. If you expect to need additional time to consider this agreement, please let me know as soon as possible.

Thanks,

Sarah

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**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer

Negotiations and Regional Operations Division, West Coast

Ministry of Indigenous Relations and Reconciliation

142-2080 Labieux Road, Nanaimo, BC V9T 6J9

Cell: 250.668.6885

## FW: Pacheedaht FN FCRSA

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From: Stevens, Julia IRR:EX s.15  
s.15

To: Shearer, Carolyn FLNR:EX  
Sent: May 4, 2021 11:47:53 AM PDT  
Attachments: Pacheedaht\_Signed February 17 2021.pdf

Hi Carolyn,  
Pacheedaht signed their FCRSA October 19, 2020. The minister signed Feb 17, 2021.  
JS  
Julia Stevens  
T: 778-698-1827 | C: s.22

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**From:** Kotadia, Altaf IRR:EX <Altaf.Kotadia@gov.bc.ca>  
**Sent:** May 4, 2021 11:46 AM  
**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>  
**Subject:** RE: Pacheedaht FN FCRSA  
Attached. You'll find a copy on the SharePoint as well.  
[https://nrm.sp.gov.bc.ca/sites/flnr/HAA\\_FNBAC/revshare/layouts/15/start.aspx#/FCARS/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fflnr%2FHAA%5FFNBAC%2Frevshare%2FFCARS%2FSigned%20FCRSAs&FolderCTID=0x0120003CC54EA5EAE72E4CB3BC39C7B653CF1C&View=%7B2D1232FE%2DB8B6%2D4F20%2D8C6E%2DD03781B1DF22%7D](https://nrm.sp.gov.bc.ca/sites/flnr/HAA_FNBAC/revshare/layouts/15/start.aspx#/FCARS/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fflnr%2FHAA%5FFNBAC%2Frevshare%2FFCARS%2FSigned%20FCRSAs&FolderCTID=0x0120003CC54EA5EAE72E4CB3BC39C7B653CF1C&View=%7B2D1232FE%2DB8B6%2D4F20%2D8C6E%2DD03781B1DF22%7D)  
Thanks.

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**From:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>  
**Sent:** May 4, 2021 11:42 AM  
**To:** Kotadia, Altaf IRR:EX <Altaf.Kotadia@gov.bc.ca>  
**Subject:** FW: Pacheedaht FN FCRSA  
**Importance:** High  
Hi Altaf – Pacheedaht FN FCRSA was Jeanettes. I understand that it was signed by the nation on Oct 19, 2020. Has the minister signed it yet?  
Thanks  
Julia Stevens  
T: 778-698-1827 | C: s.22

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**From:** Shearer, Carolyn FLNR:EX <Carolyn.Shearer@gov.bc.ca>  
**Sent:** May 4, 2021 11:39 AM  
**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>  
**Subject:** Pacheedaht FN FCRSA  
**Importance:** High  
Hi Julia,  
We are preparing a Minister's briefing note for her upcoming meeting with Pacheedaht FN. The latest information I have indicates that we are awaiting signature. Can you please advise if the FCRSA is fully signed now? We are working to complete the note by tomorrow noon.  
Thanks for your help.  
Best regards,  
**Carolyn Shearer**  
A/Indigenous Relations Advisor  
**South Island Natural Resource District**  
**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**  
4885 Cherry Creek Road, Port Alberni, BC, V9Y 8E9  
Phone: (250) 736-6837  
Fax: (250) 731-3010  
mail to: [Carolyn.Shearer@gov.bc.ca](mailto:Carolyn.Shearer@gov.bc.ca)  
*I gratefully acknowledge that I live and work on the territory of the Hupacasath and Tseshaht First Nations*

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

**Between:  
Pacheedaht First Nation**

As Represented by  
Chief and Council  
(Pacheedaht First Nation)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Indigenous Relations and Reconciliation  
(“British Columbia”)

(Collectively the “Parties”)

**WHEREAS:**

- A. Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist Pacheedaht First Nation in its pursuit of activities to enhance the wellbeing of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal Interests”** 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*;

**“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 First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Pacheedaht 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”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“Eligible Volume”** means the volume of Crown timber provided to Pacheedaht First Nation in a Direct Award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the of *the Forestry Revitalization Act (Bill 28)* 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 as a part of section 1.10 of Appendix B;

**“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 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 Pacheedaht 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 Pacheedaht First Nation under Article 3 of this Agreement;

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

**“Term”** means the term of this Agreement set out in section 14.1;

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

**“Traditional Territory”** means the traditional territory claimed by Pacheedaht First Nation located within British Columbia as identified by Pacheedaht First Nation and shown in bold on the map attached in Appendix A.

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

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

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;  
Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F - 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 through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Pacheedaht First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Pacheedaht First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Pacheedaht First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Pacheedaht First Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

### **3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Pacheedaht 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<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

### **3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$242,338 the first instalment of which will be paid on or before September 30, 2020 if the Effective Date is prior to July 31<sup>st</sup> or on or before March 31, 2021 if the Effective Date is after July 31<sup>st</sup>.

- 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 to the month in which the Agreement is signed by Pacheedaht First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Pacheedaht 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.
- 3.5 Amount agreed to.** Pacheedaht First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

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

- 4.1 Recipient entity.** Unless Pacheedaht First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Pacheedaht First Nation.
- 4.2 Election of Designate.** Pacheedaht 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 Pacheedaht First Nation and such appointment is confirmed by a Band Council Resolution of Pacheedaht First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Pacheedaht First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Pacheedaht First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Pacheedaht 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 Pacheedaht 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 and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Pacheedaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Pacheedaht First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Pacheedaht 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.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or

proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Pacheedaht 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 other 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.** The Parties agree that notwithstanding 6.1:

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

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Pacheedaht 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, Pacheedaht First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

**7.1 Revenue Sharing Contributions will vary.** Pacheedaht First Nation acknowledges that forest 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.** Pacheedaht 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 Pacheedaht First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Pacheedaht 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 and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Pacheedaht First Nation's Aboriginal Interests.

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

- 8.1 Statement of Community Priorities.** Pacheedaht First Nation covenants and agrees that it will:

- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
- (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.

- 8.2 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Pacheedaht First Nation will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement, 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.

- 8.3 Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Pacheedaht First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.

- 8.4 Audit.** British Columbia may, at its sole discretion and at the sole expense of Pacheedaht First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.

- 8.5 Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
- 8.6 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after Pacheedaht First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - SECURITY DEPOSITS**

- 9.1 Silviculture Deposit.** In consideration of Pacheedaht First Nation entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.

## **ARTICLE 10 – SET OFF**

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Pacheedaht First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Pacheedaht First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Pacheedaht First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

- 11.1 Non-interference.** Pacheedaht First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.
- 11.2 Cooperation and Support.** Pacheedaht First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Pacheedaht 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 Pacheedaht 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 assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Pacheedaht First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Pacheedaht First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Pacheedaht First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 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 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Pacheedaht First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities

carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests.

**13.5 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.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, 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.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 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.

**14.3 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.

**14.4 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 15 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria BC V8W 9B1  
Phone: (778) 974-2080  
Fax: (250) 387-6594

and if to the Pacheedaht First Nation:

Chief Jeff Jones  
Pacheedaht First Nation  
Chief and Council  
PO Box 170  
Port Renfrew, BC V0S 1K0  
Phone: (250) 647-5521  
Fax: (250) 647-5561

- 16.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Pacheedaht First Nation's Aboriginal Interests.
- 17.3 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 Pacheedaht 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.
- 17.4 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.
- 17.5 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.
- 17.6 Assignment.** Pacheedaht First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. 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 First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Pacheedaht First Nation.

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

**17.11 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.

**17.12 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.

**17.13 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.

**17.14 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 Article 16 or any other method agreed to by the Parties.

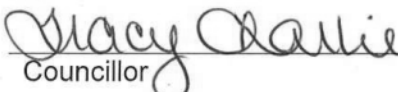
**17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

Pacheedaht First Nation

  
\_\_\_\_\_  
Chief Jeff Jones

Oct 19 / 20  
\_\_\_\_\_  
Date

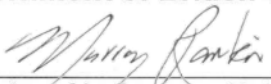
  
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Pacheedaht First Nation  
signatures

Signed on behalf of:

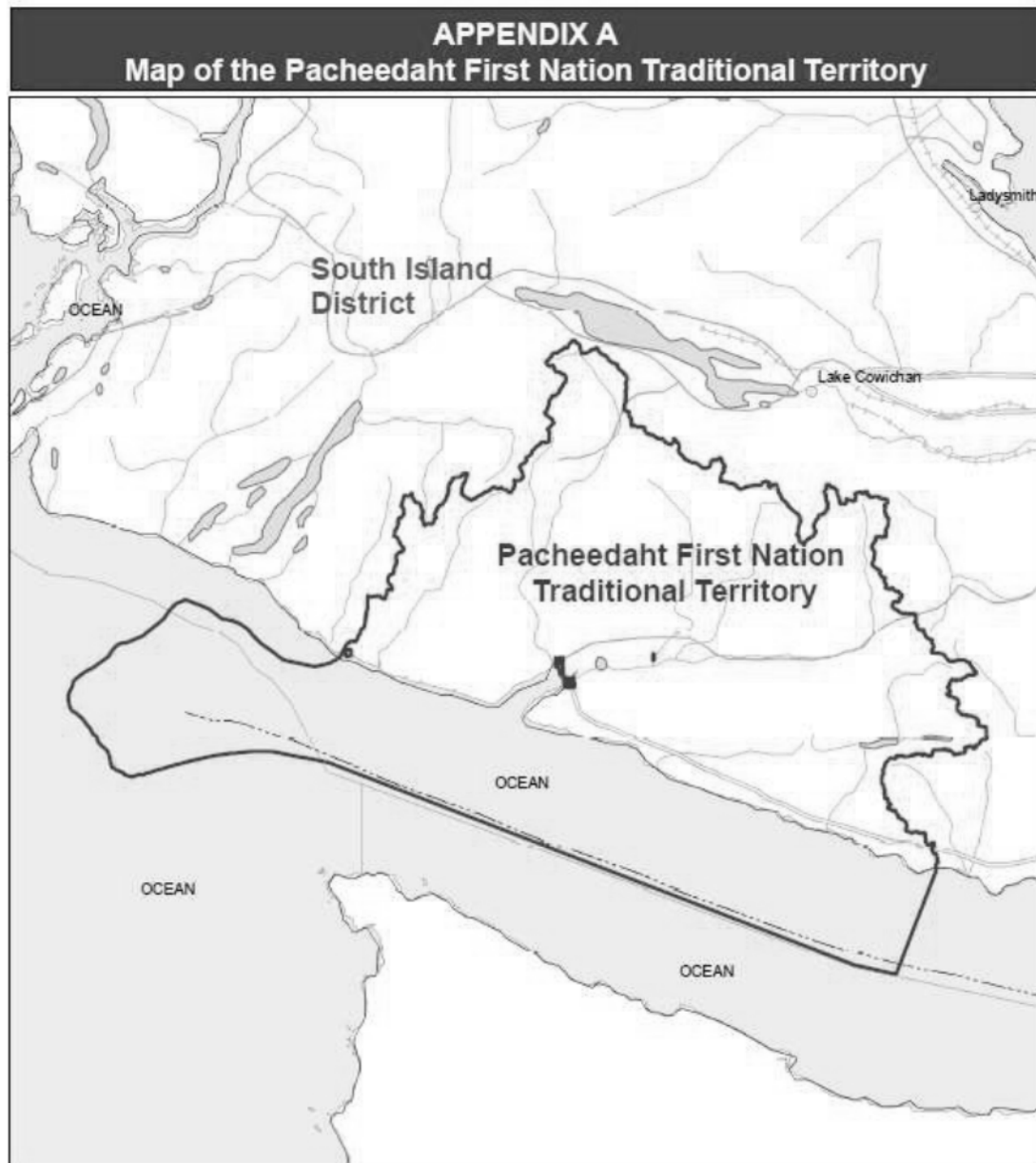
**Government of British Columbia**

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

February 17, 2021  
\_\_\_\_\_  
Date

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

# **APPENDIX A** **Map of Pacheedaht First Nation Traditional Territory**



**Legend: Pacheedaht First Nation FCRSA 2020 Map**

Date: September 15, 2020

- Pacheedaht FCRSA / SOI 2020-07-17 Map
- Pacheedaht Indian Reserves

0 15 30 1:550,000 60 Km



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



## **APPENDIX B**

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

- 1.1 British Columbia will consult with Pacheedaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Pacheedaht First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Pacheedaht 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 Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as 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 Traditional Territory of Pacheedaht First Nation during the current fiscal year, British Columbia will notify the Pacheedaht 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 Pacheedaht 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, Pacheedaht 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 Traditional 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 Pacheedaht 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	Proponent or tenure holder engages Pacheedaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Pacheedaht First Nation and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Pacheedaht First Nation they will not be sending out information.	Pacheedaht First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Pacheedaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Pacheedaht 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 Pacheedaht First Nation of the final decision where requested by the Pacheedaht 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 Pacheedaht First Nation with the final decision and rational in writing.

- 1.11 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Pacheedaht First Nation, the Province is not obligated to inform the Pacheedaht 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

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
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 FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	Admin	RED/DM	5	60 days	
CFA management plan approvals	Admin	Regional Executive Director	3, 5	3/30 days 5/60 days	Level 3 for Minor Amendments Level 5 for Major Amendments
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 but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	3, 5	6 months	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	



Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account ( FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support;recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	RED/DM	3	30 days	Consultation level set at notification.
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment 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	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities (not related to Special Use	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Permits). Examples may include dryland sort and foreshore lease tenures					
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used for FSR realignments, heli pad 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	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/ facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	
<b>Recreation Sites and Trails (RST)</b>					
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	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/ District Recreation Officer	3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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, 2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously <b>un-impacted site</b> -N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously <b>un-impacted site</b> –Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over <b>previously developed site</b> - N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on <b>previously developed site</b> –Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 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 FLNRO	5	60 days	Unknown until application arrives
AAC Partition	Admin	Deputy Chief Forester	1, 3	30 days	
TFL consolidation, and subdivision	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	1, 3	30 days	
Licence transfer	Admin	Minister FLNRO	1, 3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	1, 3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
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	District Manager	5	60 days	
Management Plan approvals including inventory and AAC determination	Admin	District Manager	1, 5	30 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
WL Plan extension	Admin	District Manager	2	n/a	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting. All consultation will be consistent with the Woodlot Licence Plan.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval	Operational	District Manager	1, 5	60 days	
New or Replacement FSP and WLP	Operational	District Manager	1, 5	60 days	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	
FSP amendments for mandatory and emergency situations	Operational	District Manager	2	n/a	
Other FSP amendments not noted above.	Operational	District Manager	1, 3	n/a	
FSP and WLP extensions for a term greater than one year	Operational	District Manager	1, 3	30 days	
FSP and WLP extensions of one year or less.	Operational	District Manager	2	n/a	

#### Notes to Matrix

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

## APPENDIX C

### Revenue Sharing Contribution Methodology

#### Traditional 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 South Island Resource 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 South Island Resource District.

- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Pacheedaht 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 Pacheedaht First Nation's Traditional Territory will be calculated by determining the percent of Pacheedaht First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the South Island Resource 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying (3) percent of the forest revenue attributed to the Pacheedaht First Nation as described in section 1.2 of this Appendix.
- 1.4 If Pacheedaht 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 Pacheedaht 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 Pacheedaht 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 License.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying (35) percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

#### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 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 Traditional 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 Pacheedaht First Nation in any given full year under the *Pacheedaht First Nation Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

- 3.2.1 2020/21 BC Fiscal Year: 40 percent;
- 3.2.2 2021/22 BC Fiscal Year: TBD; and
- 3.2.3 2022/23 BC Fiscal Year: TBD

3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2020/21 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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005), then Pacheedaht First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year 2020/2021; and
- (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 *Pacheedaht First Nation Forestry Interim Measures Agreement*, then Pacheedaht First Nation will receive an annual payment for BC fiscal Year 2020/2021 that is equal to the annual payment received under the *Pacheedaht First Nation Forestry Interim Measures Agreement*.



## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)**

## APPENDIX E

### Pacheedaht First Nation **Statement of Community Priorities**

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2020/2021	2021/2022	2022/2023		

## APPENDIX F

### Pacheedaht First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2020/2021 Planned Expenditures	2020/2021 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Pacheedaht 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 Pacheedaht First Nation

## RE: FCRSA Renewal

---

From: Quinn, Sarah IRR:EX  
s.15  
To: Jeff J  
Cc: Rod Bealing  
Sent: October 21, 2020 11:08:55 AM PDT  
Attachments: Pacheedaht FCRSA 2020\_new map\_signed.pdf

Hello Chief Jones,

I have included the signature page you provided in the pdf of the document in its entirety – can you please verify that this is the complete document? Then I can send it in to our minister for signing. It might take some time to complete with the interregnum, but it won't interfere with your revenue sharing payments.

Thanks,

Sarah

---

**From:** Jeff J <jeffj@pacheedaht.ca>  
**Sent:** October 19, 2020 4:45 PM  
**To:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Cc:** Rod Bealing <forestry@pacheedaht.ca>  
**Subject:** RE: FCRSA Renewal

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hello Sara,

Attached is Pacheedaht FCRSA signature page from PFN Council.

Chief Jeff Jones

---

**From:** Rod Bealing <forestry@pacheedaht.ca>  
**Sent:** October 19, 2020 2:24 PM  
**To:** Jeff J <jeffj@pacheedaht.ca>  
**Subject:** Fw: FCRSA Renewal

Chief,

Please find the new FCRSA agreement attached, as discussed.

This needs to be signed by yourself, Tracey and Roxie, and witnessed by a PFN witness.

It can then be scanned and returned to Sarah Quinn at IRR.

Please let me know if any questions or concerns.

Thanks,

Rod

---

**From:** Quinn, Sarah IRR:EX <Sarah.Quinn@gov.bc.ca>  
**Sent:** Monday, August 24, 2020 10:39 AM  
**To:** Jeff J <jeffj@pacheedaht.ca>  
**Cc:** Tracy Charlie <treaty@pacheedaht.ca>; Kristine Pearson <referrals@pacheedaht.ca>; Tom J <tomj@pacheedaht.ca>  
**Subject:** FCRSA Renewal

Hello Chief Jones,

I'm writing to you to discuss the renewal of our Forestry Consultation and Revenue Sharing Agreement, which I have attached to this message. The agreement we currently have in place is set to expire on September 19, 2020. The revenue sharing amount for this year will be \$242,338, as shown in the attached summary. BC and Pacheedaht have had Forestry Consultation and Revenue Sharing Agreements in place since 2014, at the outset of the program.

My role is to administer the agreement, and I have also cc'd Ian Benoit, First Nations Relations Advisor for the South Island Natural Resource District who is a lead for First Nations consultation on forestry decisions in your territory.

If you would like to discuss details of the agreement, please get in touch with me. If you would like to proceed with the agreement as drafted, please sign the agreement and send a scanned copy to me at this email address. I understand your office is currently closed due to COVID. If you expect to need additional time to consider this agreement, please let me know as soon as possible.

Thanks,  
Sarah

---

**Sarah Quinn, RPF, MA**

Sr. Resource Coordination Officer  
Negotiations and Regional Operations Division, West Coast  
Ministry of Indigenous Relations and Reconciliation  
142-2080 Labieux Road, Nanaimo, BC V9T 6J9  
Cell: 250.668.6885

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

**Between:  
Pacheedaht First Nation**

As Represented by  
Chief and Council  
(Pacheedaht First Nation)

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Indigenous Relations and Reconciliation  
(“British Columbia”)

(Collectively the “Parties”)

**WHEREAS:**

- A. Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist Pacheedaht First Nation in its pursuit of activities to enhance the wellbeing of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal Interests”** 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*;

**“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 First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Pacheedaht 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”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“Eligible Volume”** means the volume of Crown timber provided to Pacheedaht First Nation in a Direct Award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the of *the Forestry Revitalization Act (Bill 28)* 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 as a part of section 1.10 of Appendix B;

**“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 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 Pacheedaht 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 Pacheedaht First Nation under Article 3 of this Agreement;

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

**“Term”** means the term of this Agreement set out in section 14.1;

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

**“Traditional Territory”** means the traditional territory claimed by Pacheedaht First Nation located within British Columbia as identified by Pacheedaht First Nation and shown in bold on the map attached in Appendix A.

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

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

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;



Appendix C - Revenue Sharing Contribution Methodology;  
Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F - 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 through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Pacheedaht First Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Pacheedaht First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Pacheedaht First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Pacheedaht First Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

### **3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Pacheedaht 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<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

### **3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$242,338 the first instalment of which will be paid on or before September 30, 2020 if the Effective Date is prior to July 31<sup>st</sup> or on or before March 31, 2021 if the Effective Date is after July 31<sup>st</sup>.

- 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 to the month in which the Agreement is signed by Pacheedaht First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Pacheedaht 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.
- 3.5 Amount agreed to.** Pacheedaht First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas.** The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

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

- 4.1 Recipient entity.** Unless Pacheedaht First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Pacheedaht First Nation.
- 4.2 Election of Designate.** Pacheedaht 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 Pacheedaht First Nation and such appointment is confirmed by a Band Council Resolution of Pacheedaht First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Pacheedaht First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Pacheedaht First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Pacheedaht 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 Pacheedaht 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 and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Pacheedaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Pacheedaht First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Pacheedaht 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.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or

proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Pacheedaht 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 other 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.** The Parties agree that notwithstanding 6.1:

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

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Pacheedaht 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, Pacheedaht First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

**7.1 Revenue Sharing Contributions will vary.** Pacheedaht First Nation acknowledges that forest 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.** Pacheedaht 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 Pacheedaht First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Pacheedaht 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 and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Pacheedaht First Nation's Aboriginal Interests.

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

- 8.1 Statement of Community Priorities.** Pacheedaht First Nation covenants and agrees that it will:

- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
- (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.

- 8.2 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Pacheedaht First Nation will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement, 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.

- 8.3 Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Pacheedaht First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.

- 8.4 Audit.** British Columbia may, at its sole discretion and at the sole expense of Pacheedaht First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.

- 8.5 Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
- 8.6 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after Pacheedaht First Nation receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - SECURITY DEPOSITS**

- 9.1 Silviculture Deposit.** In consideration of Pacheedaht First Nation entering into this Agreement, British Columbia may choose not to require a silviculture deposit pertaining to a licence entered into as a result of a direct award tenure agreement entered into between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.

## **ARTICLE 10 – SET OFF**

- 10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Pacheedaht First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Pacheedaht First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Pacheedaht First Nation, or a legal entity controlled by the Pacheedaht First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Pacheedaht First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

- 11.1 Non-interference.** Pacheedaht First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.
- 11.2 Cooperation and Support.** Pacheedaht First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Pacheedaht 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 Pacheedaht 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 assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Pacheedaht First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Pacheedaht First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Pacheedaht First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 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 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Pacheedaht First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities

carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Pacheedaht First Nation's Aboriginal Interests.

**13.5 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.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, 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.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 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.

**14.3 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.

**14.4 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 15 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria BC V8W 9B1  
Phone: (778) 974-2080  
Fax: (250) 387-6594

and if to the Pacheedaht First Nation:

Chief Jeff Jones  
Pacheedaht First Nation  
Chief and Council  
PO Box 170  
Port Renfrew, BC V0S 1K0  
Phone: (250) 647-5521  
Fax: (250) 647-5561

- 16.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 16.1, supersede any previous address or facsimile number for the Party giving such notice.

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Pacheedaht First Nation's Aboriginal Interests.
- 17.3 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 Pacheedaht 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.
- 17.4 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.
- 17.5 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.
- 17.6 Assignment.** Pacheedaht First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Pacheedaht First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. 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 First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Pacheedaht First Nation.

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

**17.11 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.

**17.12 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.

**17.13 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.

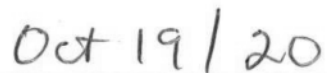
**17.14 Execution in Counterpart.** This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in Article 16 or any other method agreed to by the Parties.

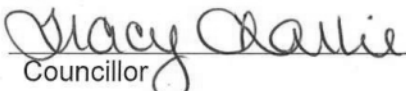
**17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

Pacheedaht First Nation

  
\_\_\_\_\_  
Chief Jeff Jones

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Pacheedaht First Nation  
signatures

Signed on behalf of:

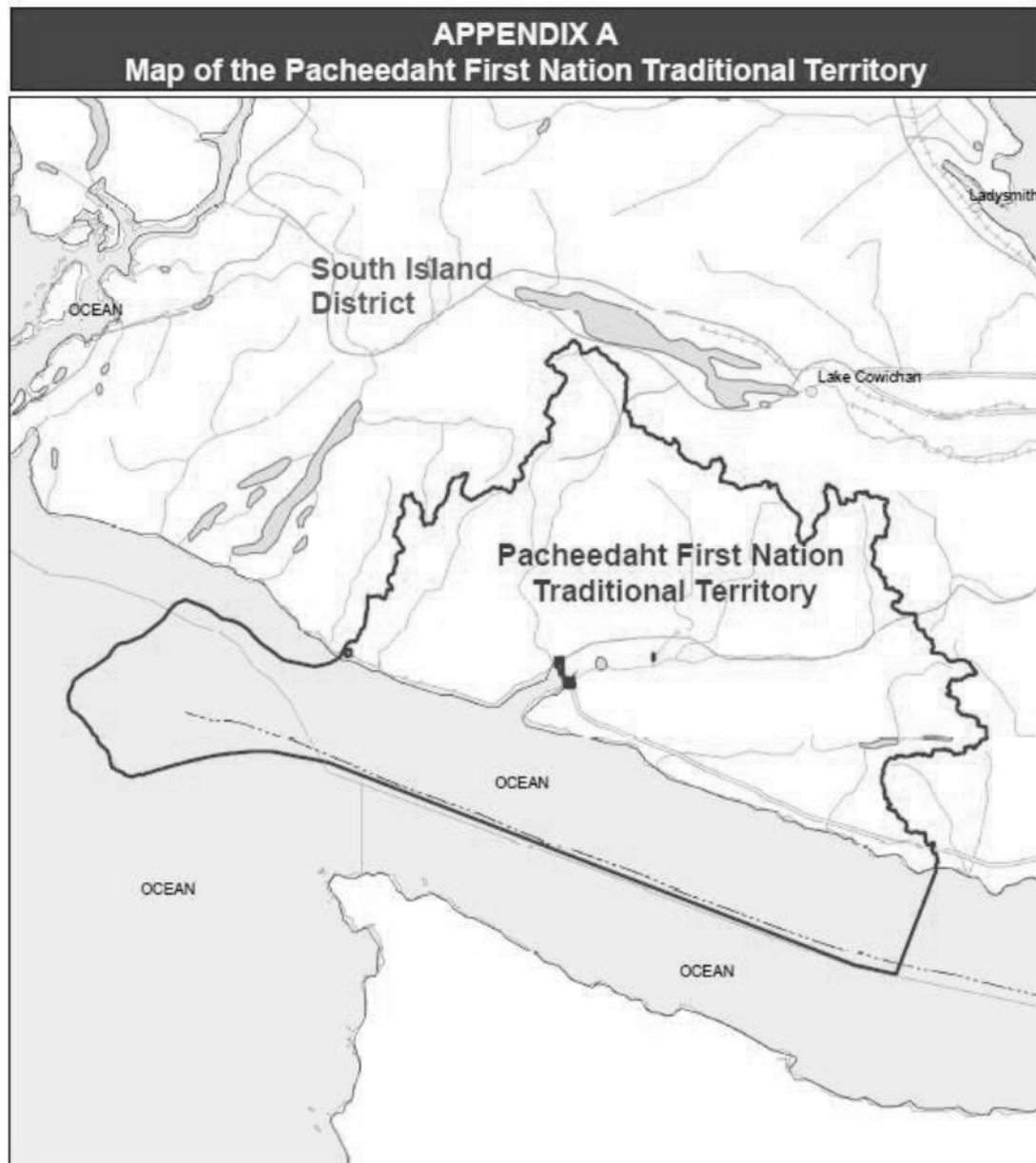
**Government of British Columbia**

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

\_\_\_\_\_  
Date

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

# **APPENDIX A** **Map of Pacheedaht First Nation Traditional Territory**



**Legend: Pacheedaht First Nation FCRSA 2020 Map**

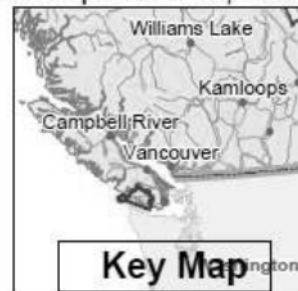
Date: September 15, 2020

- Pacheedaht FCRSA / SOI 2020-07-17 Map
- Pacheedaht Indian Reserves

0 15 30 1:550,000 60 Km



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



**Key Map**

## **APPENDIX B**

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

- 1.1 British Columbia will consult with Pacheedaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Pacheedaht First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Pacheedaht 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 Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as 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 Traditional Territory of Pacheedaht First Nation during the current fiscal year, British Columbia will notify the Pacheedaht 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 Pacheedaht 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, Pacheedaht 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 Traditional 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 Pacheedaht 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	Proponent or tenure holder engages Pacheedaht First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Pacheedaht First Nation and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Pacheedaht First Nation they will not be sending out information.	Pacheedaht First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Pacheedaht First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Pacheedaht 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 Pacheedaht First Nation of the final decision where requested by the Pacheedaht 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 Pacheedaht First Nation with the final decision and rational in writing.

- 1.11 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Pacheedaht First Nation, the Province is not obligated to inform the Pacheedaht 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

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
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 FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	Admin	RED/DM	5	60 days	
CFA management plan approvals	Admin	Regional Executive Director	3, 5	3/30 days 5/60 days	Level 3 for Minor Amendments Level 5 for Major Amendments
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 but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	3, 5	6 months	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account ( FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support;recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	RED/DM	3	30 days	Consultation level set at notification.
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment 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	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities (not related to Special Use	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Permits). Examples may include dryland sort and foreshore lease tenures					
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used for FSR realignments, heli pad 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	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/ facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	
<b>Recreation Sites and Trails (RST)</b>					
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	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/ District Recreation Officer	3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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, 2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously <b>un-impacted site</b> -N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously <b>un-impacted site</b> –Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over <b>previously developed site</b> - N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on <b>previously developed site</b> –Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 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 FLNRO	5	60 days	Unknown until application arrives
AAC Partition	Admin	Deputy Chief Forester	1, 3	30 days	
TFL consolidation, and subdivision	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	1, 3	30 days	
Licence transfer	Admin	Minister FLNRO	1, 3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	1, 3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
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	District Manager	5	60 days	
Management Plan approvals including inventory and AAC determination	Admin	District Manager	1, 5	30 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
WL Plan extension	Admin	District Manager	2	n/a	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	3	30	
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting. All consultation will be consistent with the Woodlot Licence Plan.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by MFLNRO (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
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.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval	Operational	District Manager	1, 5	60 days	
New or Replacement FSP and WLP	Operational	District Manager	1, 5	60 days	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	
FSP amendments for mandatory and emergency situations	Operational	District Manager	2	n/a	
Other FSP amendments not noted above.	Operational	District Manager	1, 3	n/a	
FSP and WLP extensions for a term greater than one year	Operational	District Manager	1, 3	30 days	
FSP and WLP extensions of one year or less.	Operational	District Manager	2	n/a	

#### Notes to Matrix

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

## APPENDIX C

### Revenue Sharing Contribution Methodology

#### Traditional 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 South Island Resource 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 South Island Resource District.



- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Pacheedaht 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 Pacheedaht First Nation's Traditional Territory will be calculated by determining the percent of Pacheedaht First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the South Island Resource 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying (3) percent of the forest revenue attributed to the Pacheedaht First Nation as described in section 1.2 of this Appendix.
- 1.4 If Pacheedaht 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 Pacheedaht 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 Pacheedaht 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 License.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying (35) percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

#### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 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 Traditional 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 Pacheedaht First Nation in any given full year under the *Pacheedaht First Nation Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

- 3.2.1 2020/21 BC Fiscal Year: 40 percent;
- 3.2.2 2021/22 BC Fiscal Year: TBD; and
- 3.2.3 2022/23 BC Fiscal Year: TBD

3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal year 2020/21 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 *Pacheedaht First Nation Forestry Interim Measures Agreement* (2005), then Pacheedaht First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Year 2020/2021; and
- (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 *Pacheedaht First Nation Forestry Interim Measures Agreement*, then Pacheedaht First Nation will receive an annual payment for BC fiscal Year 2020/2021 that is equal to the annual payment received under the *Pacheedaht First Nation Forestry Interim Measures Agreement*.

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)**

## APPENDIX E

### Pacheedaht First Nation **Statement of Community Priorities**

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2020/2021	2021/2022	2022/2023		

## APPENDIX F

### Pacheedaht First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2020/2021 Planned Expenditures	2020/2021 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Pacheedaht 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 Pacheedaht First Nation

## FW: Pacheedaht FN FCRSA

---

From: Stevens, Julia IRR:EX s.15  
:

To: Kotadia, Altaf IRR:EX  
Sent: May 4, 2021 11:41:39 AM PDT

Hi Altaf – Pacheedaht FN FCRSA was Jeanettes. I understand that it was signed by the nation on Oct 19, 2020. Has the minister signed it yet?

Thanks

Julia Stevens

T: 778-698-1827 | C: 250-268-1752

---

**From:** Shearer, Carolyn FLNR:EX <Carolyn.Shearer@gov.bc.ca>

**Sent:** May 4, 2021 11:39 AM

**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Subject:** Pacheedaht FN FCRSA

**Importance:** High

Hi Julia,

We are preparing a Minister's briefing note for her upcoming meeting with Pacheedaht FN. The latest information I have indicates that we are awaiting signature. Can you please advise if the FCRSA is fully signed now? We are working to complete the note by tomorrow noon.

Thanks for your help.

Best regards,

**Carolyn Shearer**

A/Indigenous Relations Advisor

**South Island Natural Resource District**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

4885 Cherry Creek Road, Port Alberni, BC, V9Y 8E9

Phone: (250) 736-6837

Fax: (250) 731-3010

mail to: [Carolyn.Shearer@gov.bc.ca](mailto:Carolyn.Shearer@gov.bc.ca)

*I gratefully acknowledge that I live and work on the territory of the Hupacasath and Tseshaht First Nations*

## RE: Pacheedaht FN FCRSA

---

From: Stevens, Julia IRR:EX s.15  
:

To: Shearer, Carolyn FLNR:EX  
Sent: May 4, 2021 11:53:21 AM PDT

No problem!

Julia Stevens

T: 778-698-1827 | C: 250-268-1752

---

**From:** Shearer, Carolyn FLNR:EX <Carolyn.Shearer@gov.bc.ca>

**Sent:** May 4, 2021 11:52 AM

**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Subject:** RE: Pacheedaht FN FCRSA

Thank you very much Julia for the quick reply,  
Carolyn

---

**From:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Sent:** May 4, 2021 11:48 AM

**To:** Shearer, Carolyn FLNR:EX <Carolyn.Shearer@gov.bc.ca>

**Subject:** FW: Pacheedaht FN FCRSA

Hi Carolyn,

Pacheedaht signed their FCRSA October 19, 2020. The minister signed Feb 17, 2021.

JS

Julia Stevens

T: 778-698-1827 | C: 250-268-1752

---

**From:** Kotadia, Altaf IRR:EX <Altaf.Kotadia@gov.bc.ca>

**Sent:** May 4, 2021 11:46 AM

**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Subject:** RE: Pacheedaht FN FCRSA

Attached. You'll find a copy on the SharePoint as well.  
s.15

---

Thanks.

---

**From:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Sent:** May 4, 2021 11:42 AM

**To:** Kotadia, Altaf IRR:EX <Altaf.Kotadia@gov.bc.ca>

**Subject:** FW: Pacheedaht FN FCRSA

**Importance:** High

Hi Altaf – Pacheedaht FN FCRSA was Jeanettes. I understand that it was signed by the nation on Oct 19, 2020. Has the minister signed it yet?

Thanks

Julia Stevens

T: 778-698-1827 | C: 250-268-1752

---

**From:** Shearer, Carolyn FLNR:EX <Carolyn.Shearer@gov.bc.ca>

**Sent:** May 4, 2021 11:39 AM

**To:** Stevens, Julia IRR:EX <Julia.Stevens@gov.bc.ca>

**Subject:** Pacheedaht FN FCRSA

**Importance:** High

Hi Julia,

We are preparing a Minister's briefing note for her upcoming meeting with Pacheedaht FN. The latest information I have indicates that we are awaiting signature. Can you please advise if the FCRSA is fully signed now? We are working to complete the note by tomorrow noon.

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Best regards,

**Carolyn Shearer**

A/Indigenous Relations Advisor

**South Island Natural Resource District**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

4885 Cherry Creek Road, Port Alberni, BC, V9Y 8E9

Phone: (250) 736-6837

Fax: (250) 731-3010

mail to: [Carolyn.Shearer@gov.bc.ca](mailto:Carolyn.Shearer@gov.bc.ca)

*I gratefully acknowledge that I live and work on the territory of the Hupacasath and Tseshaht First Nations*



## **FCRSA criteria for bump ups - Pacheedaht negotiations**

---

**From:** Henstra, Laura IRR:EX<sup>s.15</sup>  
s.15

**To:** Henstra, Laura IRR:EX, Timmis, Anna ABR:EX, Chaytor, Wisty IRR:EX, Kerr, Paul IRR:EX, Spencer, Jennifer IRR:EX, Lironi, Emma FLNR:EX

**Cc:** Crockford, Dennis IRR:EX

**Sent:** March 14, 2017 2:36:11 PM PDT

**Attachments:** Pacheedaht First Nation

**Priority:** Normal (5)

**Calendar Item Type:** REQUEST

Hi all, it's hard to find time that works for everyone, sorry, but there's a treaty meeting with Pacheedaht next week so it would be good to discuss before that.

At question is what measures qualify for the bump ups under FCRSA, and how to message to treaty First Nations who are specifically asking.

s.16

Conference:  
1-877-353-9184  
ID: s.15

Email from Pacheedaht, FYI.

## FW: Pacheedaht First Nation

---

From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Chaytor, Wisty IRR:EX, Timmis, Anna ABR:EX  
Cc: Spencer, Jennifer IRR:EX  
Sent: March 14, 2017 2:07:03 PM PDT

Hi everyone, thank you all for your time in discussing the Pacheedaht treaty steps and the FCRSA implications. Here is the email from Tom that I received.

I'll reply to Tom and organize a meeting with them. They've proposed April 10, 12, 13. I know Jenn would be available April 10 and 12. Do those dates work for you if we decide it is helpful to have you at the FCRSA table? And I'll set up a call for all of us with Paul to work out more details.

Cheers

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

---

**From:** Tom Jones [mailto:[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)]  
**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
**Subject:** Pacheedaht First Nation

hi Laura

As per my phone message, Pacheedaht would like to meet with you and discuss, understand, and input into the renewal FCRSA process. As I indicated in my phone message, Chief Jones is committed through March to the San Juan Rehabilitation/fisheries project. We also have to plan around treaty commitments as well. At this point in time the earliest dates that are available for Pacheedaht to participate in a meeting are April 10, 12, and 13. We would prefer the meeting be at Pacheedaht which would also allow us to showcase some of our recent advances in our village infrastructure.

s.16

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## RE: Pacheedaht FCRSA list of decisions

---

From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Munson, Tim FLNR:EX  
Sent: April 3, 2017 1:13:20 PM PDT

Sounds good, I see the changes. I'm taking these reflect the feedback during FMLT.

Thanks for having me to the meeting. I did not think I could possibly take up a full half hour, but what do you know

😊

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Munson, Tim FLNR:EX  
**Sent:** Monday, April 3, 2017 1:12 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** RE: Pacheedaht FCRSA list of decisions  
...I made the change to FSPs just didn't highlight red.  
Tim

---

**From:** Munson, Tim FLNR:EX  
**Sent:** Monday, April 3, 2017 1:11 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** RE: Pacheedaht FCRSA list of decisions

Hi Laura,

Thanks for coming to s.22 on Friday for FMLT. It was a great presentation you provided!

Please see the latest attached with some new stuff highlighted red regarding CP issuance and salvage. Rhonda also asked for new FSPs to be 1, 5 instead of just 5 to allow information sharing for FSPs.

Tim

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Monday, April 3, 2017 11:33 AM  
**To:** Munson, Tim FLNR:EX  
**Subject:** Pacheedaht FCRSA list of decisions

Hey Tim, when you have a moment could you please send me a list of decisions to add into Pacheedaht's FCRSA. I'd like to send them the documents asap.

Cheers 😊

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

## RE: Pacheedaht First Nation

---

From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Tom Jones  
Cc: Munson, Tim FLNR:EX, Chaytor, Wisty IRR:EX  
Sent: March 17, 2017 3:12:49 PM PDT

Hello Tom, can we confirm the FCRSA meeting for April 10, if that date is still available? Tim Munson will be travelling from s.22 , and me from s.22 , so if there was a mid-day time, that would help with travel. I will prepare materials shortly so that you can review anything in advance, or we can just discuss them at the meeting, as you prefer.

I can follow up now on the topic of enhanced revenue sharing levels, having discussed with Wisty and team about the status and plan for negotiations, and we all had a call with our FCRSA policy team in Victoria. We can discuss this in more detail of course.

Advancing through treaty stages is a goal of both the Province and an interested First Nation such as Pacheedaht. Recognizing milestones reached through the treaty process is accomplished through incremental treaty opportunities and benefits. At this time, the FCRSA is an operational and accommodation-based program, and levels have been focused on non-treaty operational engagement milestones. That said, the program is under review with the help of the First Nations Forestry Council, and reflecting treaty milestones is a topic that has been raised for consideration.s.16

s.16

Changes to the formula or levels can be applied mid agreement, if treaty milestones are recognized following this year's review.

I hope that this is helpful information, and we are available to discuss further, including Wisty and the treaty negotiators.

Very best,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**  
Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
[Laura.Henstra@gov.bc.ca](mailto:Laura.Henstra@gov.bc.ca) Tel: 250-751-7139

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Tuesday, March 14, 2017 4:28 PM  
**To:** 'Tom Jones'  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins; Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX  
**Subject:** RE: Pacheedaht First Nation

Hello Tom and all, my apologies for the delay in response. At about the same moment you were sending your email, s.22

Apologies if you just missed getting that message.

Yes, I welcome the opportunity to come meet in person, and especially to see the local village advancements you mention. I am in touch with Wisty as well as our policy team in Victoria, and am working on an answer to your questions.

Those three dates work for me, and I am just connecting with the South Island District on confirming any of those dates.

**Laura Henstra**  
Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [<mailto:tomj@pacheedaht.ca>]  
**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
**Subject:** Pacheedaht First Nation  
hi Laura

As per my phone message, Pacheedaht would like to meet with you and discuss, understand, and input into the renewal FCRSA process. As I indicated in my phone message, Chief Jones is committed through March to the San Juan Rehabilitation/fisheries project. We also have to plan around treaty commitments as well. At this point in time the earliest dates that are available for Pacheedaht to participate in a meeting

are April 10, 12, and 13. We would prefer the meeting be at Pacheedaht which would also allow us to showcase some of our recent advances in our village infrastructure.

s.16

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## RE: Pacheedaht First Nation

---

**From:** Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
**To:** Munson, Tim FLNR:EX  
**Sent:** April 4, 2017 4:12:26 PM PDT

Hey Tim! I did follow up with Emma/Paul to confirm where things are at. They looked pretty settled in the email string from last week once I finally read it today, but Peter thinks there was a further email from Emma saying that we need to roll this out with a province wide plan of sorts. So I wrote them to ask if that was the case. Seems like we will be able to share shp files for FCRSA signatories based on existing language, but will update the FCRSA shortly anyway to be fully clear.

I asked about amendments to the FCRSA itself – they said there are a few amendments coming including that one and to wait until they roll them all out.

So, we can discuss with Pacheedaht in person.

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Munson, Tim FLNR:EX  
**Sent:** Tuesday, April 4, 2017 1:33 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** RE: Pacheedaht First Nation

Hi Laura,

Really swamped and haven't had a chance to look at this stuff but just wanted to remind you about the language to share shapefiles with licensees. It may already be in the FCRSA or maybe it is more appropriate to discuss with PFN first at our meeting on Monday.

Thanks,

Tim

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Monday, April 3, 2017 4:30 PM  
**To:** 'Tom Jones'  
**Cc:** Munson, Tim FLNR:EX; Sutherland, Anne-Marie FLNR:EX  
**Subject:** RE: Pacheedaht First Nation

Hi Tom, attached are the FCRSA materials: 1) an updated FCRSA (note that the format of the agreement changed with the intention of being clearer); 2) a presentation similar to the one we presented 3 years ago, which outlines the program formula, and 3) the 2017/18 revenue sharing summary sheet.

Thank you for making copies for the Pacheedaht attendees. If anything comes up, I am happy to print copies here to bring.

We will see you April 10 at 10:30am, and you can feel free to be in touch beforehand if needed. Could you please confirm where we will meet?

Best,

Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [<mailto:tomj@pacheedaht.ca>]  
**Sent:** Thursday, March 30, 2017 2:44 PM  
**To:** Henstra, Laura ABR:EX  
**Subject:** Re: Pacheedaht First Nation

Laura. the 5 listed as CC plus myself would be the max # attending. if you send me the digital version I can make copies for PFN attendees.

Tom

**From:** Henstra, Laura ABR:EX  
**Sent:** Thursday, March 30, 2017 2:14 PM  
**To:** 'Tom Jones'  
**Cc:** Munson, Tim FLNR:EX ; Chaytor, Wisty ABR:EX ; Jeff Jones ; Tracy Charlie ; Kristine Pearson ; Joan McKinnon ; Chris Hopkins ; Sutherland, Anne-Marie FLNR:EX  
**Subject:** RE: Pacheedaht First Nation

Hi Tom, that would be great, thank you for helping to arrange this meeting and tour. Let's confirm for 10:30am. With me will be Tim Munson from the South Island District office s.22 , and Anne-Marie Sutherland, who does behind the scenes management of the FCRSA program, and who has been hoping for an opportunity to join a meeting in person.

I'll bring copies of all the materials if you tell me how many copies to have ready. And I will send the materials to you electronically beforehand as well.

Very best,

Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]

**Sent:** Thursday, March 30, 2017 1:21 PM

**To:** Henstra, Laura ABR:EX

**Cc:** Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX; Jeff Jones; Tracy Charlie; Kristine Pearson; Joan McKinnon; Chris Hopkins

**Subject:** Re: Pacheedaht First Nation

Laura

I have confirmed meeting with Pacheedaht for April 10. Timing is flexible by all so maybe aim for 10:30 or 11am. This would leave us early afternoon time for field review of village and other infrastructure.

Tom

**From:** Henstra, Laura ABR:EX

**Sent:** Friday, March 17, 2017 3:12 PM

**To:** 'Tom Jones'

**Cc:** Munson, Tim FLNR:EX ; Chaytor, Wisty ABR:EX

**Subject:** RE: Pacheedaht First Nation

Hello Tom, can we confirm the FCRSA meeting for April 10, if that date is still available? Tim Munson will be travelling from s.22 , and me from s.22 , so if there was a mid-day time, that would help with travel.

I will prepare materials shortly so that you can review anything in advance, or we can just discuss them at the meeting, as you prefer.

I can follow up now on the topic of enhanced revenue sharing levels, having discussed with Wisty and team about the status and plan for negotiations, and we all had a call with our FCRSA policy team in Victoria. We can discuss this in more detail of course.

Advancing through treaty stages is a goal of both the Province and an interested First Nation such as Pacheedaht. Recognizing milestones reached through the treaty process is accomplished through incremental treaty opportunities and benefits. At this time, the FCRSA is an operational and accommodation-based program, and levels have been focused on non-treaty operational engagement milestones. That said, the program is under review with the help of the First Nations Forestry Council, and reflecting treaty milestones is a topic that has been raised for consideration.s.16

s.16 Changes to the formula or levels can be applied mid agreement, if treaty milestones are recognized following this year's review.

I hope that this is helpful information, and we are available to discuss further, including Wisty and the treaty negotiators.

Very best,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**

Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9  
Laura.Henstra@gov.bc.ca Tel: 250-751-7139

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**From:** Henstra, Laura ABR:EX

**Sent:** Tuesday, March 14, 2017 4:28 PM

**To:** 'Tom Jones'

**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins; Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX

**Subject:** RE: Pacheedaht First Nation

Hello Tom and all, my apologies for the delay in response. At about the same moment you were sending your email, s.22

Apologies if you just missed getting that message.



Yes, I welcome the opportunity to come meet in person, and especially to see the local village advancements you mention. I am in touch with Wisty as well as our policy team in Victoria, and am working on an answer to your questions.

Those three dates work for me, and I am just connecting with the South Island District on confirming any of those dates.

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Ministry of Aboriginal Relations  
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**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins

**Subject:** Pacheedaht First Nation

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Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## RE: Pacheedaht First Nation

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From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Tom Jones  
Cc: Munson, Tim FLNR:EX, Chaytor, Wisty IRR:EX, Jeff Jones, Tracy Charlie, Kristine Pearson, Joan McKinnon, Chris Hopkins, Sutherland, Anne-Marie FLNR:EX  
Sent: March 30, 2017 2:14:51 PM PDT

Hi Tom, that would be great, thank you for helping to arrange this meeting and tour. Let's confirm for 10:30am. With me will be Tim Munson from the South Island District office s.22, and Anne-Marie Sutherland, who does behind the scenes management of the FCRSA program, and who has been hoping for an opportunity to join a meeting in person.

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Laura

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]

**Sent:** Thursday, March 30, 2017 1:21 PM

**To:** Henstra, Laura ABR:EX

**Cc:** Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX; Jeff Jones; Tracy Charlie; Kristine Pearson; Joan McKinnon; Chris Hopkins

**Subject:** Re: Pacheedaht First Nation

Laura

I have confirmed meeting with Pacheedaht for April 10. Timing is flexible by all so maybe aim for 10:30 or 11am. This would leave us early afternoon time for field review of village and other infrastructure.

Tom

**From:** [Henstra, Laura ABR:EX](#)

**Sent:** Friday, March 17, 2017 3:12 PM

**To:** 'Tom Jones'

**Cc:** [Munson, Tim FLNR:EX](#) ; [Chaytor, Wisty ABR:EX](#)

**Subject:** RE: Pacheedaht First Nation

Hello Tom, can we confirm the FCRSA meeting for April 10, if that date is still available? Tim Munson will be travelling from s.22, and me from s.22, so if there was a mid-day time, that would help with travel. I will prepare materials shortly so that you can review anything in advance, or we can just discuss them at the meeting, as you prefer.

I can follow up now on the topic of enhanced revenue sharing levels, having discussed with Wisty and team about the status and plan for negotiations, and we all had a call with our FCRSA policy team in Victoria. We can discuss this in more detail of course.

Advancing through treaty stages is a goal of both the Province and an interested First Nation such as Pacheedaht. Recognizing milestones reached through the treaty process is accomplished through incremental treaty opportunities and benefits. At this time, the FCRSA is an operational and accommodation-based program, and levels have been focused on non-treaty operational engagement milestones. That said, the program is under review with the help of the First Nations Forestry Council, and reflecting treaty milestones is a topic that has been raised for consideration. s.16

s.16

Changes to the formula or levels can be applied mid agreement, if treaty milestones are recognized following this year's review.

I hope that this is helpful information, and we are available to discuss further, including Wisty and the treaty negotiators.

Very best,

Laura

**Laura Henstra, Sr. Resource Coordination Officer**

Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
2080 Labieux Road, Nanaimo BC V9T 6J9

**From:** Henstra, Laura ABR:EX

**Sent:** Tuesday, March 14, 2017 4:28 PM

**To:** 'Tom Jones'

**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins; Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX

**Subject:** RE: Pacheedaht First Nation

Hello Tom and all, my apologies for the delay in response. At about the same moment you were sending your email, s.22

Apologies if you just missed getting that message.

Yes, I welcome the opportunity to come meet in person, and especially to see the local village advancements you mention. I am in touch with Wisty as well as our policy team in Victoria, and am working on an answer to your questions.

Those three dates work for me, and I am just connecting with the South Island District on confirming any of those dates.

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)]

**Sent:** Tuesday, March 7, 2017 4:19 PM

**To:** Henstra, Laura ABR:EX

**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins

**Subject:** Pacheedaht First Nation

hi Laura

As per my phone message, Pacheedaht would like to meet with you and discuss, understand, and input into the renewal FCRSA process. As I indicated in my phone message, Chief Jones is committed through March to the San Juan Rehabilitation/fisheries project. We also have to plan around treaty commitments as well. At this point in time the earliest dates that are available for Pacheedaht to participate in a meeting are April 10, 12, and 13. We would prefer the meeting be at Pacheedaht which would also allow us to showcase some of our recent advances in our village infrastructure.

s.16

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## RE: Pacheedaht First Nation

---

From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Munson, Tim FLNR:EX, Bauto, Mary FLNR:EX  
Sent: March 14, 2017 4:32:06 PM PDT

Hi Tim and Mary, just connecting with folks in Victoria on the Pacheedaht FCRSA and whether any treaty milestones can trigger FCRSA bump ups. I may have someone from the treaty team at the table just to be sure everyone's on the same page on the timing of the milestones, as they are negotiating.

s.16

Can one of you make the dates?

**Laura Henstra**  
Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Henstra, Laura ABR:EX  
**Sent:** Tuesday, March 14, 2017 4:28 PM  
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**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins; Munson, Tim FLNR:EX; Chaytor, Wisty ABR:EX  
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**Laura Henstra**  
Ministry of Aboriginal Relations  
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**From:** Tom Jones [<mailto:tomj@pacheedaht.ca>]  
**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
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Tom  
Pacheedaht First Nation  
Tom Jones , Forester  
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[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

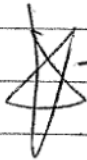
Apr. 11-17 Paheedahf - meeting @ Port Kentfrew met Tim.

- Stan Jones (forestry & CMA advisor) ← referrals.
- Tom Jones
- Christine (referrals)
- Jeff Jones (fisheries) ← chief
- Tracy Charlie

- overlap map.

- data sharing agreement at appendix.

- info sharing agreements by govt v. specific.



s.16

## **Pacheedaht FCRSA 10:30**

---

**From:** Henstra, Laura IRR:EX s.15  
s.15  
**To:** Henstra, Laura IRR:EX  
**Sent:** March 30, 2017 2:15:14 PM PDT  
  
**Priority:** Normal (5)  
**Calendar Item Type:** REQUEST

Page 15 of 21

Withheld pursuant to/removed as

s.13 ; s.16

## FW: Pacheedaht First Nation

---

From: Henstra, Laura ABR:EX <Laura.Henstra@gov.bc.ca>, Henstra, Laura IRR:EX  
:  
To: Spencer, Jennifer ABR:EX <Jennifer.Spencer@gov.bc.ca>, Spencer, Jennifer IRR:EX  
Sent: March 13, 2017 11:08:20 AM PDT

FYI. All of the dates they proposed, April 10, 12, 13 work for me, so let me know if you have a preferred date to join a meeting, and maybe put a hold for the time being. I'll follow up with more.

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

---

**From:** Tom Jones [mailto:tomj@pacheedaht.ca]  
**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
**Subject:** Pacheedaht First Nation

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s.16

thanks

Tom

Pacheedaht First Nation

Tom Jones , Forester

250 647 5521 (206)

[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)



## FW: Pacheedaht First Nation

---

From: Henstra, Laura IRR:EX <Laura.Henstra@gov.bc.ca>  
To: Spencer, Jennifer IRR:EX  
Sent: March 13, 2017 11:08:20 AM PDT

FYI. All of the dates they proposed, April 10, 12, 13 work for me, so let me know if you have a preferred date to join a meeting, and maybe put a hold for the time being. I'll follow up with more.

**Laura Henstra**

Ministry of Aboriginal Relations  
and Reconciliation  
250-751-7139

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**Sent:** Tuesday, March 7, 2017 4:19 PM  
**To:** Henstra, Laura ABR:EX  
**Cc:** Jeff Jones; Tracy Charlie; Joan McKinnon; Chris Hopkins  
**Subject:** Pacheedaht First Nation

hi Laura

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s.16

thanks  
Tom  
Pacheedaht First Nation  
Tom Jones , Forester  
250 647 5521 (206)  
[tomj@pacheedaht.ca](mailto:tomj@pacheedaht.ca)

## **FCRSA criteria for bump ups - Pacheedaht negotiations**

---

**From:** Henstra, Laura IRR:EX s.15  
s.15  
**To:** Timmis, Anna ABR:EX, Chaytor, Wisty IRR:EX, Kerr, Paul IRR:EX, Spencer, Jennifer IRR:EX, Lironi, Emma FLNR:EX  
**Cc:** Crockford, Dennis IRR:EX  
**Sent:** March 14, 2017 2:36:11 PM PDT  
**Attachments:** Pacheedaht First Nation  
  
**Priority:** Normal (5)  
**Calendar Item Type:** REQUEST

Hi all, it's hard to find time that works for everyone, sorry, but there's a treaty meeting with Pacheedaht next week so it would be good to discuss before that.

At question is what measures qualify for the bump ups under FCRSA, and how to message to treaty First Nations who are specifically asking.

s.16

Conference:  
1-877-353-9184  
ID: s.15

Email from Pacheedaht, FYI.

## **FCRSA catch up, various topics**

---

**From:** Henstra, Laura IRR:EX s.15  
s.15  
**To:** Henstra, Laura IRR:EX, Lironi, Emma FLNR:EX  
**Sent:** April 11, 2017 10:32:52 AM PDT  
**Attachments:** RE: Request Conference Call: FN Consultation Boundaries GIS data, RE: SEA implications to FCRSA for HTG  
  
**Priority:** Normal (5)  
**Calendar Item Type:** REQUEST

Couple more items I have on my list....

s.16

s.16 Overall, we'll need to have a plan coordinated with South Island and the SEA team (Peter, Dennis, Veronica Cadden).

2. Shape files – reminder of this last email – Peter believes your last message was actually to pause so that we can decide a plan for rolling out program-wide, not just South Island. s.16

s.16

s.16 Paul said he's working on language updates for the FCRSA (... "including shape files"), but we're not sure of program plan status.