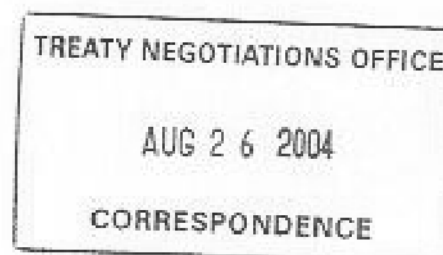
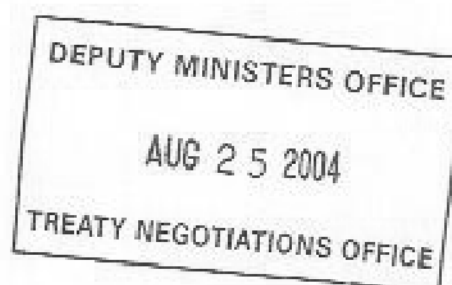




10420-20/ Mowachaht/Muchalaht FRA

AUG 20 2004

Chief Mike Maquinna and Council of Chiefs  
Mowachaht/Muchalaht First Nation  
PO Box 459  
Gold River, British Columbia  
V0P 1G0



Dear Chief Mike Maquinna and Council of Chiefs:

I understand you recently met with staff from the Ministry of Forests (MOF) to discuss the ministry's First Nations Forest Strategy and our commitment to provide access to timber and revenue sharing to First Nations through negotiated agreements (Forest and Range Agreements).

This letter is to convey to you in writing an offer on behalf of the Government of British Columbia. This offer seeks to provide a workable interim accommodation of the Mowachaht/Muchalaht First Nation's aboriginal interests in respect of any potential infringements of those interests that may result from on-going forest development activity over the next five years. The proposed agreement is not viewed as full or final settlement or reconciliation of broader issues arising from an assertion of aboriginal rights and title, which, in the government's view, is best achieved through treaty.

The offer to enter into a Forest and Range Agreement (the Agreement) is an effort by MOF to achieve a pragmatic interim arrangement to address a number of forest related issues that have been the subject of discussion between the Mowachaht/Muchalaht First Nation and MOF.

The ministry's offer consists of the following economic benefits to the Mowachaht/Muchalaht First Nation, which would be further described in the Agreement:

- A revenue sharing economic benefit of approximately \$256,487 annually (paid on a quarterly basis) during the five-year term of the Agreement to fund initiatives as determined by the Mowachaht/Muchalaht First Nation;
- A commitment that when sufficient volume is available for disposition to First Nation tenures as a result of the timber reallocation process provided for in the *Forestry*



Page 1 of 3

Ministry of  
Forests

Coast Forest Region

Location:  
2100 Labieux Road, Nanaimo

Mailing Address:  
2100 Labieux Road  
Nanaimo, BC V9T 6E9

Tel: (250) 751-7001  
Fax: (250) 751-7190

Please indicate to me in writing on or before September 20, 2004, if the Mowachaht/Muchalaht First Nation Chief and Council would like to proceed with discussions regarding the Agreement as described above, and identify who the contacts will be for that negotiation. In the meantime, if you have any questions regarding this offer, please feel free to contact Don Giannace at (250) 832-7360 or Darcy Yule at (250) 286-9300.

Yours truly,



Cindy Stern  
Regional Executive Director  
Coast Forest Region

pc: Lorne Brownsey, Deputy Minister, Treaty Negotiations Office  
Glenn Ricketts, Director, Aboriginal Affairs Branch, Ministry of Forests  
Rory Annett, District Manager, Campbell River Forest District  
Jack Dryburgh, District Manager, South Island Forest District  
Darcy Yule, Operations Manager, Campbell River Forest District  
Ferd Hamre, Operations Manager, South Island Forest District  
Don Giannace, Negotiator

*Revitalization Act*, the Minister of Forests will invite applications for two (2) volume-based, non-replacable forest tenures from within the Strathcona Timber Supply Area (TSA) and TFL 19. The amount of volume expected from the TSA will be in the range of 5,565 m<sup>3</sup> per year for five years (total of 27,825 m<sup>3</sup>), subject to timber availability within the asserted traditional territory of the Mowachaht/Muchalaht First Nation. The amount of volume expected from within TFL 19 will be in the range of 9,893 m<sup>3</sup> per year for five years (total of 49,465 m<sup>3</sup>), subject to timber availability within the asserted traditional territory of the Mowachaht/Muchalaht First Nation. Thus, the total AAC volume being offered under the Agreement would be 15,458 m<sup>3</sup> per year for five years or a total volume of 77,290 m<sup>3</sup>. The licences will be subject to the *Forest Act* and *Forest and Range Practices Act*;

- A commitment from MOF to provide an annual list of all proposed administrative decisions anticipated within the year to the Mowachaht/Muchalaht First Nation; to meet on matters of concern and to hear comments; and to address the non-economic issues within the administrative decision or in subsequent operational plan decisions to the extent that the ministry is able to do so; and
- A commitment from MOF to continue to consult with the Mowachaht/Muchalaht First Nation with regard to operational planning decisions in respect of existing forest tenures.

In return for the economic benefits outlined in the Agreement, MOF will be seeking agreement from the Mowachaht/Muchalaht First Nation in the following areas:

- Acknowledgement from the Mowachaht/Muchalaht First Nation that the economic component of their aboriginal interests (i.e. financial and commercial) has been accommodated regarding ongoing tenure-related administrative decisions and operational planning decisions made during the term of the Agreement by MOF.
- A commitment from the Mowachaht/Muchalaht First Nation respecting stability for forest operations including assistance by the Mowachaht/Muchalaht First Nation Chief and Council in resolving issues in the event there is an interference with forestry operations by members of the Mowachaht/Muchalaht First Nation;
- Agreement from the Mowachaht/Muchalaht First Nation that they will not challenge the adequacy of consultation and accommodation in respect of potential infringement of the Mowachaht/Muchalaht First Nation's aboriginal interests; and,
- A commitment from the Mowachaht/Muchalaht First Nation that they will fully participate in a timely manner in the consultation process regarding operational planning forest decisions.

Page 04 of 43

Withheld pursuant to/removed as

s.14 ; s.17 ; s.22

## ABR Temp 2 ABR:EX

**From:** Ramcharitar, Ramona ABR:EX  
**Sent:** Tue, May 12, 2009 1:00 PM  
**To:** ABR Temp 2 ABR:EX  
**Subject:** FW: Logging slated for Antler/Scout Lake in Gold River, BC  
**Attachments:** To\_the\_Honourable\_Mister\_Penner[1].doc

23750

**Ramona Ramcharitar**  
Correspondence Assistant  
Ministry of Aboriginal Relations and Reconciliation  
Phone: 250-387-6853 Fax: 250-387-6073  
E-mail: Ramona.Ramcharitar@gov.bc.ca

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**From:** Morton, Linda ABR:EX  
**Sent:** Tue, May 12, 2009 10:18 AM  
**To:** ABR Correspondence Unit  
**Subject:** FW: Logging slated for Antler/Scout Lake in Gold River, BC

To be processed - correspondence for DM:

Thanks.

**Linda Morton**  
Senior Executive Assistant to  
Bob de Faye, Deputy Minister  
Ministry of Aboriginal Relations & Reconciliation  
Office: 250-356-1394  
Facsimile: 250-387-6073

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**From:** s.22  
**Sent:** Mon, May 11, 2009 10:36 PM  
**To:** Morton, Linda ABR:EX  
**Subject:** Logging slated for Antler/Scout Lake in Gold River, BC

Dear Deputy Minister Bob de Faye;

Hello. I'm writing to you concerning a tract of old growth forest that borders the town of Gold River on Vancouver Island. Western Forest Products owns this land as it was part of the controversial decision made in 2007 by then Minister of Forests, Rich Coleman, to remove tracts of private land from TFLs 19, 25, and 6. Western announced their plans to log this piece of land to the town of Gold River on March

17th, 2009. Since then, the town of Gold River, the community of Tsaxana, and loggers from Western, have been working together to propose options to government that are viable to all interested parties - including the government. I have been working primarily with <sup>s.22</sup> and <sup>s.22</sup> on this, as well as many people involved in Ministry of Environment and ILMB. I am writing to you at this point because this is becoming very much a cross-ministry issue, and because the Mowachaht/Muchalaht First Nation has stated that they strongly support the preservation of the Antler/Scout Lake area. As well, this is an urgent matter, as Western has stated that they will begin logging June 1st.

I have included a letter to Minister Penner that explains why this area is so important to both the residents of Gold River as well as to those of the province of BC. It seems that <sup>s.22</sup> will be taking the lead on this if the government, once reconvened, chooses to act. So far, a land swap has been thought of as the most realistic potential solution, however questions concerning treaty negotiations have been raised, such as would it make sense for the government to buy this parcel of land (the 800 ha. piece lies up the Gold River Valley, and the 240 ha. most critical to protect lie right across the river from Tsaxana) and then use it in their treaty negotiations with the Mowachaht/Muchalaht First Nation??

In conclusion, this letter is a combination of a "heads-up" as this issue may be coming up in conversation, as well as an appeal that if there is anything that you can add to the discussion concerning the preservation of Antler/Scout Lake, would you please do so? Thank you so much and take care. Please feel free to call me at <sup>s.22</sup> if you have any questions. Thank you and take care.

Yours sincerely,

s.22

March 23<sup>rd</sup>, 2009.

To the Honourable Mister Penner;

On behalf of concerned citizens of Gold River, I am writing to tell you about a unique parcel of land that would make an incredible park. Located just north of Gold River's municipal boundary, this area consists of impressive old growth forest and two lakes. Both ecological values and recreational values are present in abundance and we would like to see this piece of land as a regional park.

This piece of land is literally our village's back yard. It is region enjoyed for hiking, mountain biking, geocaching, berry and mushroom picking, canocing, and fishing. The variety of activities that take place in this forest means that much of our community spends time in this beautiful forest, doing something. It is a place that our friends and families always ask to walk or bike through when they visit town and a stunning place to watch our children play.

This area was once proposed as a Forest Ecosystem Network. Until it was removed from TFI. 19 two years ago, this parcel of land was all deemed Ungulate Winter Range. The elk rely heavily on this forest, especially in bad snow years - like the past two winters. It is not uncommon to run into a herd of fifteen or twenty elk around either lake. Apparently, this forest is a prime example of forest ecosystem representation and connectivity. As well, due to the combination of recreational and ecological values found in this forest, it is an ideal Old Growth Management Area - this is what OGMA's are supposed to look like.

Having this land protected as a regional park would contribute to the long-term growth of our community's tourism industry. We already have many international tourists come to enjoy our accessible old growth forest and they rave about its beauty. Often people that travel to Gold River for fishing or to head out to Nootka Sound on the MV Uchuck will stay an extra day to hike our surrounding forest. There is potential to enlarge the trail network and make a "destination hike". Mountain bikers already come just for our trails and this is something that could be built upon. As a logging town that is seeking to reinvent itself and improve the diversification of our economy, tourism is our next biggest income generator and one that still has a great deal of potential. This forest is one of our town's key assets as we look to developing our tourism sector. We may be the last town on Vancouver Island with old growth forest right outside our back door.

The reason we are writing to you and asking for immediate action is that this piece of land belongs to Western Forest Products and it is slated to be logged in June. This forest is worth infinitely more standing as it is to the community of Gold River and to the province of BC. Thank you.

Yours sincerely,

# Ministry of Indigenous Relations and Reconciliation

## Mowachaht/Muchalaht First Nation

### Governance

- Hereditary Chief Michael Maquinna  
As of July 5, 1998
- Hereditary Chief Norman George  
As of February 1, 2000
- Hereditary Chief Daniel Savey Sr.  
As of August 16, 2007
- Hereditary Chief Patrick James  
As of April 2, 2009
- Hereditary Chief Jerome Jack  
Elected March 16, 2017

### Information

- Pronunciation: mo-which-it - much-a-lit
- Location: Tsaxana/Gold River, at the mouth of Nootka Sound
- Member of Nuuchahnulth Tribal Council
- Population: approx. 624 (INAC, May 2021)
- Address: PO BOX 459  
Gold River, BC V0P 1G0

### Current Activities

- The Mowachaht/Muchalaht First Nation (Mowachaht/Muchalaht) is a member of the Nuuchahnulth Tribal Council (NTC). Treaty negotiations would be undertaken by the NTC for Ahousaht, Ehattesaht, Hesquiaht, Mowachaht/Muchalaht, Nuchatlaht, and Tseshaht First Nations.
- The Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD), Ministry of Transport and Infrastructure (MOTI), and Ministry of Indigenous Relations and Reconciliation (MIRR) are engaged with Mowachaht/Muchalaht as well as with Western Forest Products (WFP) in an attempt to reach a lasting resolution for the ongoing issues related to the construction and ongoing use of the road through Ahaminquus Indian Reserve (IR) 12.  
s.13; s.16
- Former Minister Scott Fraser met with Mowachaht/Muchalaht Hereditary Council of Chiefs in September 2019 to discuss reconciliation options.  
s.13; s.16
- Forest Tenure Opportunity Agreement (FTOA), declined in 2020.
- Forest Sustainability Envelope (FSE) Funding for \$80K and \$120K in 2019/2020.
- Mowachaht/Muchalaht Forest Consultation and Revenue Sharing Agreement (declined 2020).

s.13; s.16

## Ministry of Indigenous Relations and Reconciliation

### Mowachaht/Muchalaht First Nation

s.13; s.16

s.16

Non-Replaceable Forest Licences (NRFLs) were issued in 2017, <sup>s.16</sup>

s.16

- The Mowachaht/Muchalaht has a Hereditary Council of Chiefs that represents the band and makes decisions on their behalf. They are an amalgamation of the Mowachaht/Muchalaht and there is a total of five Hereditary Chiefs sitting on the Council of Chiefs.
- The Mowachaht/Muchalaht own and operate the Yuquot Historic Village site, which is a designated National Historic Site.
- Employment opportunities for community members are a high priority for the Mowachaht/Muchalaht.
- FLNRORD's Recreation Sites and Trails program is working with the Nation regarding environmental and cultural protections on Nootka Island. The Nation is concerned that recreational users/tour operators are exploiting historic/cultural sites. Discussions are ongoing regarding limits to the number of visitors to Nootka Island at any given time; developing an educational component for users of the Nootka trail as part of developing cultural tourism, and having a presence on the landscape for the Nation – including potentially as part of a Guardian program.
- The BC Supreme Court (2009) and the BC Court of Appeal (2011) found that five of the Nuuchahnulth First Nations (Ehattesaht, Mowachaht/Muchalaht, Hesquiaht, Ahousaht, and Tla-o-qui-aht) have an Aboriginal right to fish for any species of fish within their fishing territories, and to sell that fish, with the exception of geoduck clam. In 2018 the BC Supreme Court released a decision which interpreted the 2009 trial decision. This decision may have significant implications for BC since the Court held that the government erred in giving recreational purposes a higher priority than the commercial aboriginal right. An appeal of the decision was heard by the BC Court of Appeal in February 2019. The Supreme Court of Canada has since rejected Canada's application for leave to appeal the victory by the Ahousaht, Ehattesaht, Hesquiaht, Mowachaht/Muchalaht, and Tla-o-qui-aht First Nations.

**Mowachaht-Muchalaht First Nation  
Forest & Range  
Consultation and Revenue Sharing Agreement (the "Agreement" or "FCRSA")**

**Between:**  
**Mowachaht-Muchalaht First Nation,**  
as represented by  
Chief and Council  
(Mowachaht-Muchalaht 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")

(each a "Party" and collectively the "Parties")

**WHEREAS:**

- A. Mowachaht-Muchalaht First Nation has Aboriginal Interests within the Territory.
- B. British Columbia is committed to working towards the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and the Truth and Reconciliation Commission (TRC) Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how UNDRIP will be implemented in British Columbia. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP in accordance with that Act.
- D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist Mowachaht-Muchalaht First Nation in its pursuit of activities to enhance the well-being of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal Interests”** means:

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

**“Administrative and/or Operational Decision”** means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the List of Decisions as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Mowachaht-Muchalaht First Nation having the form of Appendix D;

**“BC Fiscal Year”** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;

**“Delegated Decision Maker”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

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

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

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

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

**“Forest Tenure Opportunity Agreement”** means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*;

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

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

**“Member”** means any person who is a member of the Mowachaht-Muchalaht First Nation.

**“Minister”** means the Minister of Forests having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

**“Operational Plan”** means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

**"Payment Account"** means the account described in subsection 4.4(a);

**"RA"** means a reconciliation agreement between British Columbia and Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation under Article 3;

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

**"Term"** means the term of this Agreement as 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 to contribute to, and be available for, long-term timber supply;

**"Territory"** means the geographic area identified by Mowachaht-Muchalaht First Nation as their territory Mowachaht-Muchalaht First Nation located in British Columbia Mowachaht-Muchalaht First Nation and as shown on the map attached in Appendix A.

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

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

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

Appendix A - Map of Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;  
Appendix C - Revenue Sharing Contribution Methodology;  
Appendix D - Band Council Resolution Appointing Delegate;  
and Appendix E - Annual Report.

## **ARTICLE 2 - PURPOSE AND OBJECTIVES**

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

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

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

**3.1 Calculation and timing of payments.** Subject to sections 3.2 to 3.4, section 4.5 and Articles 5 and 11, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Mowachaht-Muchalaht First Nation (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30 and the second to be made on or before March 31.

**3.1 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term the Revenue Sharing Contribution is deemed to be:

\$1,425,554 for FY 2022/23

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

**3.2 Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated from the start of the month in which the Agreement is signed by Mowachaht-Muchalaht First Nation to:

- (a) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
- (b) the end of the month in which the Agreement expires.

**3.2 Payment of prorated amounts.** If the amount of the Revenue Sharing Contribution is prorated under section 3.3(b) or section 3.3(c) as a result of termination or expiry of the Agreement that takes effect:

- (i) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and
- (ii) on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.

**3.3 Subsequent BC Fiscal Year amounts.** Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to Mowachaht-Muchalaht 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.

**3.4 Amount agreed to.** Mowachaht-Muchalaht First Nation agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

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

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

**4.2 Election of Designate.** Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation and such appointment is confirmed by a Band Council Resolution of Mowachaht-Muchalaht First Nation.

**4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Mowachaht-Muchalaht First Nation of its obligations under this Agreement.

**4.4 Payment Account.** Mowachaht-Muchalaht First Nation or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## **ARTICLE 5 - CONDITIONS OF PAYMENT**

**5.1 Reporting requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Mowachaht-Muchalaht First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
- (b) Revenue Sharing Contributions not having been suspended under Article 11.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Mowachaht-Muchalaht First Nation pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).

## ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Mowachaht-Muchalaht First Nation will identify potential measures to accommodate any potential adverse impacts on Mowachaht-Muchalaht First Nation's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A, including digital versions of the map, with provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.
- 6.3 SEA or RA applies.** Notwithstanding 6.1:
- (a) if before the Effective Date Mowachaht-Muchalaht First Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;
  - (b) if on or after the Effective Date Mowachaht-Muchalaht First Nation enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
  - (c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.
- 6.4 Capacity funding.** The Parties acknowledge and agree that to assist Mowachaht-Muchalaht First Nation to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to Mowachaht-Muchalaht First Nation, under section 1.4 of Appendix C, capacity funding of no less than \$35,000 per annum.

## ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** Mowachaht-Muchalaht First Nation acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 7.2 Revenue Sharing Contributions.** Mowachaht-Muchalaht First Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Mowachaht-Muchalaht First Nation's Aboriginal Interests.
- 7.3 Where consultation process followed.** Mowachaht-Muchalaht First Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Mowachaht-Muchalaht First Nation's Aboriginal Interests.

## ARTICLE 8 - ANNUAL REPORTS and RECORDS

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

## **ARTICLE 9 – ASSISTANCE**

- 9.1 Cooperation and Support.** Mowachaht-Muchalaht First Nation will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by a Member that is inconsistent with this Agreement.

## **ARTICLE 10 - DISPUTE RESOLUTION**

- 10.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation; and
  - (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to resolve the issue.

## **ARTICLE 11 - SUSPENSION and TERMINATION**

- 11.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Mowachaht-Muchalaht First Nation is in material breach of its obligations under this Agreement.
- 11.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to Mowachaht-Muchalaht First Nation of the reason for the suspension, including the specific material breach on which British Columbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.
- 11.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 11.2, British Columbia may terminate the Agreement by written notice.
- 11.4 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.

**11.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

## **ARTICLE 12 - TERM**

**12.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless the term is extended under section 12.2 or terminated under Article 11.

**12.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

**12.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.

**12.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

## **ARTICLE 13 – REPRESENTATIONS and WARRANTIES**

**13.1** Mowachaht-Muchalaht First Nation represents and warrants to British Columbia, with the intent and understanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:

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

## ARTICLE 14 - NOTICE and DELIVERY

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

if to British Columbia:

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

and if to the Mowachaht-Muchalaht First Nation:

Chief Michael Maquinna  
Mowachaht-Muchalaht First Nation  
P.O. Box 459  
Gold River, BC V0P 1G0

**14.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

## ARTICLE 15 - GENERAL PROVISIONS

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

**15.2 Not a Treaty.** This Agreement does not:

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) establish, affirm, recognize, abrogate or derogate from any of Mowachaht-Muchalaht First Nation's Aboriginal Interests.

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

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Mowachaht-Muchalaht First Nation's Aboriginal Interests;
  - (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
  - (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.
- 15.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 15.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.
- 15.6 Assignment.** Mowachaht-Muchalaht 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.
- 15.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 15.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Mowachaht-Muchalaht First Nation has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be established. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of First \_Nation Aboriginal Interests.
- 15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Mowachaht-Muchalaht First Nation.
- 15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Mowachaht-Muchalaht First Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 15.11 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

**15.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.

**15.13 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

**15.14 Execution in Counterpart.** This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

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

Signed on behalf of:

Mowachaht-Muchalaht First Nation

  
\_\_\_\_\_  
Chief Michael Maquinna

July 28, 2022  
Date

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness of Mowachaht-Muchalaht First  
Nation signatures

Signed on behalf of:

**Government of British Columbia**

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Minister of Indigenous Relations and  
Reconciliation

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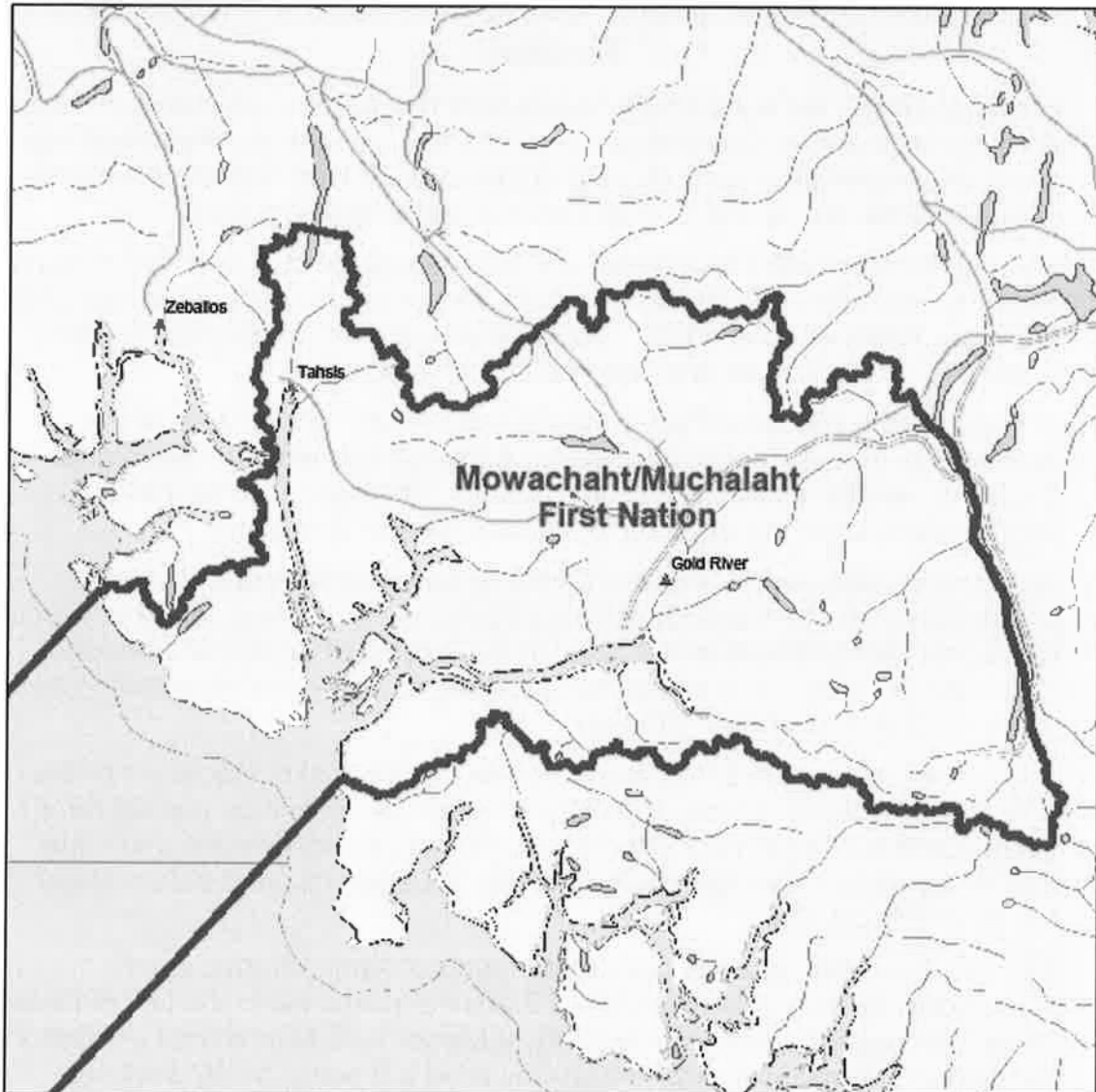
**Date**

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Witness of Minister signature

# APPENDIX A

## Map of Mowachaht-Muchalaht First Nation Territory



### Key Map

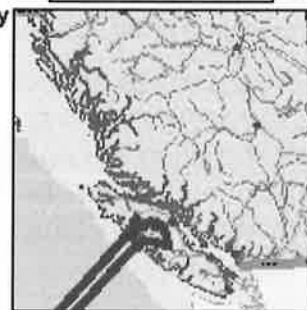
 Forest and Range Consultation and Revenue Sharing Agreement Boundary

0 5 10 20 Kilometers



Date: November 8, 2016

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 Decisions and Operational Plans within Mowachaht-Muchalaht First Nation Territory**

- 1.1 British Columbia will consult with Mowachaht-Muchalaht First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Mowachaht-Muchalaht First Nation's Aboriginal Interests within the Territory, in accordance with this Appendix B.
- 1.2 Mowachaht-Muchalaht First Nation will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.4 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List of Decisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.5 If on or before January 31 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 of the current fiscal year.
- 1.6 If British Columbia becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Territory of Mowachaht-Muchalaht First Nation during the current fiscal year, British Columbia will notify the Mowachaht-Muchalaht 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 Mowachaht-Muchalaht 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, Mowachaht-Muchalaht First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British

Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

1.9 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Mowachaht-Muchalaht 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 "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 "First_Nation" and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs "First_Nation" they will not be sending out information.	"First_Nation" can request from British Columbia more detailed information about decisions made at this level.

<b>Level</b>	<b>Description</b>	<b>Intent</b>
<b>3. Notification</b>	Notify in writing "First_Nation" about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides "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>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 "First_Nation" of the final decision where requested by the "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 "First_Nation" with the final decision and rationale in writing.

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

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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>
<b>Allowable Annual Cut (AAC) for the Timber Supply Area</b>					
Timber supply reviews for AAC determination	Admin	Chief Forester	6	24 months total several 60-day consultations	Multiple 60-day processes at discreet intervals over 24 month period
AAC apportionment (disposition)	Admin	Minister FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director (RED)	6	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	6	60 days	
Issue CFA	Admin	RED/District Manager (DM)	6	60 days	
CFA management plan approvals	Admin	Regional Executive Director	5	60 days	
CFA management plan amendments	Admin	Regional Executive Director	5	30 days	
Probationary CFA transition into a CFA	Admin	Regional Executive Director	5	30 days	
Boundary/Area amendment	Admin	Regional Executive Director	6	30 days	
CFA Replacement	Admin	RED/DM	6	60	
Cutting permit (CP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
Road permit (RP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
CP/RP minor amendments	Operational	District Manager	1-2	0- 30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
<b>Establishing or Amending Community Watersheds</b>					
<b>Community Watersheds</b>	Admin	Regional Executive Director	6	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5-6	60 days	
Licence transfer	Admin	Minister FLNRO	5	30 days	
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	5	6 months	
Issuance of Forest Licence	Admin	Regional Executive Director	6	60 days	
Issuance of Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1 or 6	0 or 30 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 6
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1 or 5	0 or 30 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
FL consolidation, and subdivision	Admin	Regional Executive Director	5	30 days	
FL replacement	Admin	Regional Executive Director	6	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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 and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
Road permit (RP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
CP/RP minor amendments	Operational	District Manager	1-2	0- 30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	District Manager or Regional Executive Director or Timber Sales Manager	5	30 days	
Forestry licence to cut issuance or extension	Operational	Regional Executive Director	5	30 days	
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	District Manager and Regional Executive Director	5	30 days	
Licence to cut – commercial firewood for less than 50m3	Operational	District Manager and Regional Executive Director	5	30 days	
Firewood Permit (individual/personal use)	Operational	District Manager and Regional Executive Director	2	n/a	

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	District Manager	5	30 days	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	District Manager	2 or 5	0 or 30 days	Level 5 if no consultation related to land act tenures.
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	5	60 days	
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL through treaty or interim measures agreement	Admin	Regional Executive Director	1 or 6	0 or 30-60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 6
Cutting permit (CP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
Road permit (RP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
CP/RP minor amendments	Operational	District Manager	1-2	0- 30 days	Generally, no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
FNWL Replacement	Admin	RED/DM	6	30 – 60 days	
Approval of management plan and AAC	Admin	RED	5	60 days	

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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>
Area or boundary amendments/changes	Admin	RED/DM	5	60 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	5	30 days	
<b>Forest Investment Program (FIP)</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	0-60 days	Consultation/info sharing levels guided by FIA Land Based Investment (LBI) First Nations Info Sharing Guidelines 2010 developed under the LBI program and generally recipient-led.
Stand Treatments to meet timber objectives	Operational	District Manager	5	30-60 Days	Consultation/info sharing levels guided by FIPLand Based Investment (LBI) First Nations Info Sharing Guidelines 2010 developed under the LBI program and generally recipient-led.
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	1	n/a	Applicant driven information sharing with overlapping First Nations where required.
<b>Government Actions Regulation Orders (GARS)</b>					
Generally GARS serve to protect lands from development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	District Manager	5	60 days	Consultation level set at notification.

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	6	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. Examples may include dryland sort and foreshore lease tenures	Admin	Minister of Forests or designate	1 or 6	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 6
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Admin	District Manager or delegate.	5	30 days	
<i>Land Act Tenure assignment</i>	Admin	District Manager or delegate	5	30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used FSR realignments, , research branch destructive sampling, and parks staff	Operational	District Manager and Timber Sales Manager	5	60 days	
Heli pad clearing for BCTS (Section 52)	Operational	Timber Sales Manager	3-4	10-30 days	
Christmas Tree Management Plan approval	Operational	District Manager	1	0 days	

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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>
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	5	60 days	
<b>Occupant Licence to Cut (OLTC)</b>					
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	District Manager	5	60 days	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment or amendment of OGMA. OGMA's serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	Admin	District Manager	3 or 5	30 or 60 days	OGMA deletions or amendments to a smaller footprint will correspond to a Level 3, 30 day period. Everything else Level 5 60 days period.
<b>Range</b>					
New range tenure (re-issuance of relinquished tenure or no previous tenure)	Admin	District Manager	6	60 days	
Range tenure replacement	Admin	Minister FLNRO	6	60 days	
Range tenure major amendments, boundary change	Admin	District Manager	5	60 days	
Range tenure transfer	Admin	N/A	N/A		Advisory upon occurrence; tenure holder process
Grazing lease replacement	Admin	Minister	6	30 - 60 days	

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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>
1 Year grazing permit issuance	Admin	District Manager	6	60 days	
Animal Unit Month (AUM) adjustment	Admin	District Manager	3	30 days	Major adjustment to AUM only
Range use plan (RUP) or stewardship plan issuance	Operational	District Manager	5	60 days	
Range use plan or range stewardship plan extensions	Operational	District Manager	3	30 days	
RUP amendments (major)	Operational	District Manager	3	30 days	
Range developments not in RUP (large scale)	Operational	District Manager	5	60 days	
Range developments not in RUP (small scale)	Operational	District Manager	3	30 days	
Pest Management Plan	Operational	Regional Executive Director	6	60 days	Plan prepared at Branch/regional level
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Admin	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	BC Parks, Recreation Sites and Trails, Assistant Deputy Minister	6	60 days	
Dis-establish recreation sites and trails (Section 56 FRPA)	Admin	BC Parks, Recreation Sites and Trails, Assistant Deputy Minister	5	30 days	

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Authorize trail construction (Section 57 FRPA)	Operational	Recreation Sites and Trails BC, Executive Director/Regional Manager/District Recreation Officer	5	30 days	
Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use.	Admin	Recreation Sites and Trails BC, Executive Director/Regional Manager	1-2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	Operational	District Manager	6	60 days	
SUP amendment/replacement/issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	5	30 days	
SUP transfer	Admin	District Manager	5	30 days	
<b>Tree Farm Licence (TFL)</b>					
Timber supply reviews for AAC determination	Admin	Chief Forester	6	24 months total several 60 day consultation	Multiple 60 day processes at discreet intervals over 24 month period
Management plan approval AAC determination	Admin	Deputy Chief Forester	6	60 days	
Deletion of Private land or Crown Land from TFL	Admin	Minister FLNRO	6	60 days	

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
TFL consolidation, and subdivision	Admin	Minister FLNRO	6	30 days	
TFL replacement	Admin	Minister FLNRO	6	30-60 days	
Licence transfer	Admin	Minister FLNRO	6	30-60 days	
Cutting permit (CP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
Road permit (RP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
CP/RP minor amendments	Operational	District Manager	1-2	0- 30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing may be suggested in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	6	60 days	
TL consolidation	Admin	Minister	5	60 days	
Extension	Admin	Regional Executive Director	6	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	5	30 days	
<b>Woodlot Licence (WL)</b>					
Establishment and advertising of WL area.	Admin	District Manager	6	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	5	30 days	
Woodlot Management Plan (MP) approval and amendments	Admin	District Manager	5	60 days	
Timber supply reviews for AAC determination	Admin	District Manager	6	60 days	
WL Plan approvals	Admin	District Manager	5	60 days	

<b>FCRSA List of Decisions</b> <b>As per Section 1.3 – Mowachaht-Muchalaht 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>
WL Plan amendments	Admin	District Manager	5	60 days	
Deletion of and Removal of Private land	Admin	Minister, Regional Executive Director or DM	6	60 days	
WL boundary amendments or WL boundary minor amendments	Admin	District Manager	5	30 days	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	5	30 days	
Replacement of a woodlot license	Admin	Regional Executive Director	6	60 days	
Licence transfer	Admin	Regional Executive Director	6	60 days	
Cutting permit (CP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
Road permit (RP) issuance and amendments	Operational	District Manager	1 or 5	0 or 60 days	Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
CP/RP minor amendments	Operational	District Manager	1-2	0- 30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1.0 ha or RP increases less than 350m.
<b>BC Timber Sales TSL/RP</b>					
BC Timber Sales (BCTS) Forest Operations Map (FOM)	Operational	Timber Sales Manager	5	60 days	Consultation is done at the annual Operational Plan Review stage prior to Timber Sale Licence and Road Permit Issuance. Supplementary consultation is done when required as per the consultation procedures.
Timber Sales Licence (TSL) and amendments	Operational	Timber Sales Manager	1 or 5	0 or 30 days	Where the TSL was included in the FOM – Level 1. Any other TSL, or major changes Level 5
Road Permit (RP) and amendments	Operational	Timber Sales Manager	1 or 5	0 or 30 days	Where the RP was included in the FOM – Level 1. Any other RP, or major changes Level 5

FCRSA List of Decisions As per Section 1.3 – Mowachaht-Muchalaht First Nation					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
CP/RP minor amendments	Operational	Timber Sales Manager	1-2	0- 30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures. Minor amendments are defined as any area deletions, CP increases less than 1,0 ha or RP increases less than 350m.
<b>TFL/FL/CFA/WL/FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including WLP amendments and major amendments to FSP	Operational	District Manager	1 or 5	0 or 60 days	Forest Licensees typically information share at the standard level (corresponding to a 60 day response period) regarding their Plan. Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5
FSP and WLP extensions	Operational	District Manager	1 or 5	0 or 30 days	Forest Licensees typically information share at an appropriate level (normally a 30 day response period) regarding their Plan. Where there is a letter of support from Mowachaht Muchalaht First Nation Level 1 is acceptable, everything else is Level 5

## **APPENDIX C**

### **Revenue Sharing Contribution Methodology**

#### **Territory Forest Revenue Sharing Component**

- 1.1 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the District of Campbell River (DCR), District of North Island (DNI) and District of South Island (DSI) forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the Campbell River, North Island-Central Coast, and South Island Forest Districts.
- 1.2 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Mowachaht-Muchalaht First Nation's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.3 The amount of the forest revenue attributed to the Mowachaht-Muchalaht First Nation's Territory will be calculated by determining the percent of Mowachaht-Muchalaht First Nation's Territory that falls within the Timber Harvesting Land Base in the Campbell River, North Island-Central Coast, and South Island Forest Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.4 The Territory Forest Revenue Sharing Component will be calculated by multiplying 8 percent of non-BC Timber Sales forest revenue attributed to the Mowachaht-Muchalaht First Nation and 11 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.5 If Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.6 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**

- 2.1 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared detailing of Mowachaht-Muchalaht First Nation's Forest License (if applicable) forest

revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from Eligible Volume within the Forest Licence.

- 2.2 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.
- 2.3 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

### **Forest Revenue Sharing Transition**

- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Mowachaht-Muchalaht First Nation in any given full year under the *Mowachaht/Muchalaht First Nation Interim Agreement on Forest Opportunities (2008)* ("the Annual Amount") and applying the following percentages to that Annual Amount:
  - 3.2.1 2022/23 BC Fiscal Year 40 percent;
  - 3.2.2 2023/24 BC Fiscal Year 40 percent
  - 3.2.3 2024/25 BC Fiscal Year 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years under section 3.1 provides:
  - (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Mowachaht/Muchalaht First Nation Interim Agreement on Forest Opportunities (2008)*, then Mowachaht-Muchalaht First Nation will receive the annual payments described by the Revenue Sharing Calculation in section 3.1 for those BC Fiscal Years; or
  - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Mowachaht/Muchalaht First Nation Interim Agreement on Forest Opportunities (2008)*, then Mowachaht-Muchalaht First Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Mowachaht/Muchalaht First Nation Interim Agreement on Forest Opportunities (2008)*.

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for the Mowachaht-Muchalaht First Nation FCRSA**

## APPENDIX E

### Annual Report

#### Mowachaht-Muchalaht First Nation (*Example only*)

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

#### Confirmation

In accordance with section 8.1 of the Mowachaht-Muchalaht First Nation Forest & Range Consultation and Revenue Sharing Agreement, Mowachaht-Muchalaht 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 Mowachaht-Muchalaht First Nation