

**Lhtako Dene Nation  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the "Agreement")**

**Between:  
The Lhtako Dene Nation (Red Bluff)**

As Represented by  
Chief and Council  
(the Lhtako Dene 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. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Lhtako Dene Nation have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist the Lhtako Dene Nation in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that Lhtako Dene Nation has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Lhtako Dene Nation community's well-being.

- E. The Lhtako Dene Nation has Aboriginal Interests within its Traditional Territory.
- F. British Columbia intends to consult with the Lhtako Dene Nation and to accommodate its Aboriginal Interests as appropriate (including accommodation by way of the payments provided through this Agreement), with respect to impacts on the Lhtako Dene Nation's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Lhtako Dene Nation Traditional Territory.
- G. The Lhtako Dene Nation intends to fully participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Lhtako Dene Nation's Traditional Territory that may impact the Lhtako Dene Nation's Aboriginal Interests.
- H. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown lands within the Traditional Territory of the Lhtako Dene Nation which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Lhtako Dene Nation are addressed through other agreements or processes.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 Definitions**

For the purposes of this Agreement, the following definitions apply:

- 1.1 "**Aboriginal Interests**" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2 "**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 as identified in the First Annual List and/or Annual List as defined in Appendix B.
- 1.3 "**Band Council Resolution**" means a resolution of Lhtako Dene Nation having the form of Appendix D.
- 1.4 "**BC Fiscal Year**" means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.
- 1.5 "**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.
- 1.6 "**Designate**" has the meaning given to that term in section 3.1.1.
- 1.7 "**Effective Date**" means the date on which this Agreement has been ratified and signed by each of the Parties.



- 1.8 “**First Fiscal Year of the Term**” has the meaning given to that term in section 3.3.
- 1.9 “**Licensee**” means a holder of a forest tenure or a range tenure.
- 1.10 “**Matrix**” means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.
- 1.11 “**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.
- 1.12 “**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Lhtako Dene Nation’s Traditional Territory.
- 1.13 “**Payment Account**” has the meaning given to that term in section 3.1.3.
- 1.14 “**RA**” means a reconciliation agreement between British Columbia and the Lhtako Dene 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*.
- 1.15 “**Revenue Sharing Contribution**” means each payment to be made by British Columbia to the Lhtako Dene Nation in accordance with Section 3.0 of this Agreement.
- 1.16 “**SEA**” means a strategic engagement agreement between British Columbia and the Lhtako Dene Nation that describes a consultation process between the Lhtako Dene Nation and more than one natural resource ministry of the Government of British Columbia.
- 1.17 “**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*.
- 1.18 “**Term**” has the meaning given to that term in section 11.1.
- 1.19 “**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.
- 1.20 “**Traditional Territory**” means the Lhtako Dene Nation’s claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.21 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

## **2.0 Purpose and Objectives**

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Lhtako Dene Nation's Aboriginal Interests resulting from forest and range development in its Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Lhtako Dene Nation to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and
- 2.2 To provide an opportunity for the Lhtako Dene Nation to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Lhtako Dene Nation in achieving progress towards closing socio-economic gaps between the members of Lhtako Dene Nation and non-Aboriginal people in British Columbia.

### **3.0 Forest Revenue Sharing Contribution**

#### **3.1 Recipient Entity:**

- 3.1.1 Unless the Lhtako Dene Nation elects to have another entity (its "Designate") receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Lhtako Dene Nation of its obligation under this agreement, the Lhtako Dene Nation will be the recipient of the Revenue Sharing Contributions.
- 3.1.2 Where the Lhtako Dene Nation chooses to have its Designate receive Revenue Sharing Contributions under this Agreement, British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Contribution on behalf of the Lhtako Dene Nation.
- 3.1.3 Lhtako Dene Nation will establish and throughout the Term maintain a bank account in the name of Lhtako Dene Nation (or the 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"). Lhtako Dene Nation will 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.

- 3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Lhtako Dene Nation, or to its Designate, as the case may be, and, subject to section 3.4 and 3.6, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30<sup>th</sup>, and the second payment to be paid on or before March 31<sup>st</sup>.
- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$212,780. For further certainty the first payment under this agreement will be on September 30, 2014.
- 3.4 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 the Lhtako Dene Nation.
- 3.5 Before November 30<sup>th</sup> of each year during the Term, Lhtako Dene Nation will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Lhtako Dene Nation agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.
- 3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Lhtako Dene Nation or its Designate in the manner specified in section 3.2 only if Lhtako Dene Nation has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.
- 3.7 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Lhtako Dene Nation pursuant to this Agreement is subject to:
  - 3.7.1 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
  - 3.7.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.7.1.

#### **4.0 Consultation Process**

- 4.1 The Parties agree that consultation with respect to impacts to Lhtako Dene Nation's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 British Columbia will use the map of the Lhtako Dene Nation's Traditional Territory used in the *Red Bluff Band Interim Accommodation Agreement, and subsequent Lhtako Dene (Red Bluff) Nation Forestry Consultation and Revenue Sharing Agreement (2011)* which map will be set out in this Agreement as Appendix A, unless this is the first such agreement between British Columbia and Lhtako Dene Nation in which event the Lhtako Dene Nation will provide a hard copy map of its Traditional Territory and a digital copy of the Traditional Territory boundary conforming to current government mapping standards, which hard copy will be set out in this Agreement as Appendix A.
- 4.3 Lhtako Dene Nation agrees that British Columbia may share the map of the Traditional Territory as set out in Appendix A with another provincial government agency and/or a licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.4 The Parties agree that in the event Lhtako Dene Nation enters into a SEA or RA with British Columbia after the Effective Date which 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 if the SEA or RA so provides; and in any such case, if the SEA or RA terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.
- 4.5 In the event that the Effective Date falls after the date on which Lhtako Dene Nation enters into a SEA or RA with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RA is subsequently terminated prior to the end of the Term, the Lhtako Dene Nation agrees that 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.

#### **5.0 Acknowledgments and Covenants by Lhtako Dene Nation**

- 5.1 Lhtako Dene Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Lhtako Dene Nation agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts



on Lhtako Dene Nation Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.

- 5.3 Lhtako Dene Nation agrees that during the term of this Agreement, 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 infringements of Lhtako Dene Nation's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory.

## **6.0 Community Priorities, Annual Reports and Records**

- 6.1 Lhtako Dene Nation covenants and agrees as follows:

- 6.1.1 Within 60 days of the Effective Date of this Agreement, Lhtako Dene Nation or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Contribution.
- 6.1.2 Before the end of each BC Fiscal Year, Lhtako Dene Nation or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Contribution described in section 3.5.
- 6.1.3 Within 90 days of the end of each BC Fiscal Year, Lhtako Dene Nation or its Designate 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 for the purpose of accomplishing the purposes and objectives referred to in section 2.0.
- 6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require an audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement, such audit to be at the expense of the Lhtako Dene Nation or its Designate.
- 6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Lhtako Dene Nation or its Designate in a manner that can reasonably be expected to bring the information to the attention of its communities and the public.
- 6.1.6 The annual report referred to in section 6.1.3 will be provided to

British Columbia within 120 days of the end of each BC Fiscal Year.

6.1.7 Notwithstanding the termination or expiry of this Agreement, Lhtako Dene Nation or its Designate will continue to comply with the provisions of section 6.1 until 90 days after it receives the last Revenue Sharing Contribution from British Columbia.

6.2 If Lhtako Dene Nation requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Lhtako Dene Nation has entered into an SEA and/or RA with British Columbia, up to \$35,000 annually of the Revenue Sharing Contribution will be used by Lhtako Dene Nation for that capacity during the Term of this Agreement.

## **7.0 Security Deposits**

7.1 In recognition of Lhtako Dene Nation entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Lhtako Dene Nation (or a legal entity controlled by the Lhtako Dene Nation) and British Columbia.

7.2 Lhtako Dene Nation agrees that British Columbia may apply any payment that Lhtako Dene Nation is entitled to receive under this Agreement, to a maximum of the amounts that British Columbia would have obtained in a silviculture deposit, in order to fully or partially satisfy any unfulfilled financial obligations of Lhtako Dene Nation to British Columbia arising from a licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Lhtako Dene Nation (or a legal entity controlled by the Lhtako Dene Nation) and British Columbia.

7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Lhtako Dene Nation financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Lhtako Dene Nation of the unfulfilled financial obligation(s).

## **8.0 Stability for Land and Resource Use**

8.1 Lhtako Dene Nation will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Lhtako Dene Nation with provincially authorized forest and/or range activities and will work co-operatively with British Columbia to assist in resolving any such matters.

## **9.0 Dispute Resolution**

9.1 If a dispute arises between British Columbia and the Lhtako Dene Nation regarding the interpretation of a provision of this Agreement, the duly



appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.

- 9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Lhtako Dene Nation.
- 9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## **10.0 Suspension and Termination**

- 10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Lhtako Dene Nation is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Lhtako Dene Nation has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Lhtako Dene Nation and British Columbia. Upon making any such determination, British Columbia will provide notice to Lhtako Dene Nation of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Lhtako Dene Nation is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Lhtako Dene Nation that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 10.3 If, during the term of this Agreement, Lhtako Dene Nation challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Lhtako Dene Nation's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.
- 10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

- 10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

## **11.0 Term**

- 11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

## **12.0 Renewal of the Agreement**

- 12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Lhtako Dene Nation will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

## **13.0 Amendment of Agreement**

- 13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

## **14.0 Entire Agreement**

- 14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

## **15.0 Notice**

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



## **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

## **Lhtako Dene Nation**

Chief Clifford Lebrun  
Lhtako Dene Nation  
PO Box 4693  
Quesnel B.C. V2J 3J9  
Telephone: (250) 747-2900  
Facsimile: (250) 747-1341

### **16.0 Miscellaneous**

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Lhtako Dene Nation has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Lhtako Dene Nation have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Lhtako Dene Nation.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Lhtako Dene Nation's Aboriginal title and/or rights claims over those lands.
- 16.7 This Agreement does not address or affect any claims by the Lhtako Dene Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the Effective Date of this Agreement.

- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Lhtako Dene Nation.
- 16.13 This Agreement does not exclude the Lhtako Dene Nation from accessing forestry economic opportunities and benefits, which may be available to the Lhtako Dene Nation, other than those expressly set out in this Agreement.
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.
- 16.16 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 16.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.20 The appendices to this Agreement form part of the Agreement.
- 16.21 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be

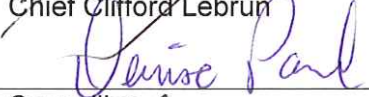



an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

**Lhtako Dene Nation**

  
\_\_\_\_\_  
Chief Clifford Lebrun

  
\_\_\_\_\_  
Councillor


  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Witness of Lhtako Dene Nation signatures

*AND OKADE, SAC ADMIN*

*February 11, 2014*  
\_\_\_\_\_  
Date


\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

Signed on behalf of:

**Government of British Columbia**

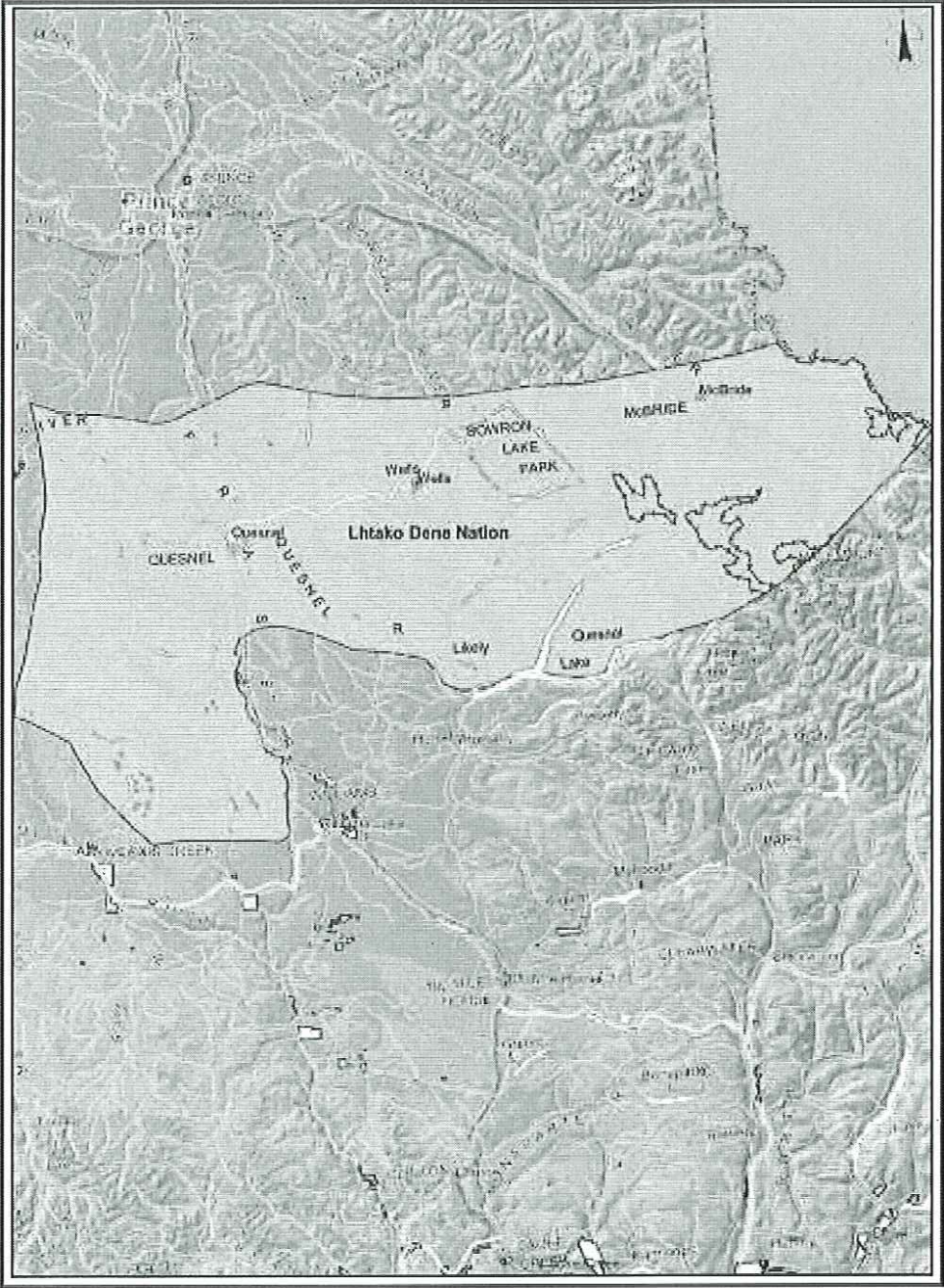
  
\_\_\_\_\_  
John Rustad  
Minister of Aboriginal Relations and  
Reconciliation

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

*July 22, 2014*  
\_\_\_\_\_  
Date



**APPENDIX A**  
**Map of Lhtako Dene Nation Traditional Territory**



## APPENDIX B

### Consultation

#### On Operational and Administrative Decisions and Operational Plans

In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.10 of this Appendix ("section 1.10"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with Lhtako Dene Nation in accordance with the applicable consultation level agreed to by the Parties under section 1.10 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Lhtako Dene Nation's Aboriginal Interests within the Traditional Territory.
- 1.2 Lhtako Dene Nation agrees to fully participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.10, in information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.
- 1.3 In this Appendix, "First Annual List" means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Lhtako Dene Nation by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.10.
- 1.5 In this Appendix, "Annual List" means an annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Lhtako Dene Nation by British Columbia before March 31<sup>st</sup> of each year after the First Fiscal Year of the Term.
- 1.6 For fiscal years subsequent to the First Fiscal Year of the term, the Parties will meet annually on or before March 31<sup>st</sup> to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.10 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.10.



- 1.7 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of Lhtako Dene Nation during the current fiscal year, British Columbia will notify the Lhtako Dene Nation of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.10.
- 1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Lhtako Dene Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- 1.9 If no response is received from Lhtako Dene Nation within the timeframe set out in section 1.10, then British Columbia may conclude that Lhtako Dene Nation does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.10 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Lhtako Dene 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 Lhtako Dene Nation, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Lhtako Dene Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Lhtako Dene Nation can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Lhtako Dene Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Lhtako Dene Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.

Level	Description	Intent
<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 Lhtako Dene Nation of the final decision where requested by the Lhtako Dene 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 Lhtako Dene Nation with the final decision and rationale in writing.

- 1.11 The Parties may agree to adjust the consultation levels for specific circumstances where detailed Aboriginal Interest information is shared that would suggest a different consultation level.
- 1.12 Lhtako Dene Nation agrees that British Columbia is not obligated, unless requested by the Lhtako Dene Nation, to inform the Lhtako Dene Nation of the Delegated Decision Maker’s decision for decisions on which the consultation level has been level three (3) or lower.
- 1.13 If the Parties cannot agree upon which consultation level in section 1.10 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Lhtako Dene 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.



## APPENDIX C

### Revenue Sharing Contribution Methodology

#### Traditional Territory Forest Revenue Sharing Component

- 1.0 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Central Cariboo Chilcotin, Quesnel, Prince George and Headwaters Districts' forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 Fiscal Years. An average amount over 2 years will be calculated for the Central Cariboo Chilcotin, Quesnel, Prince George and Headwaters Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Lhtako Dene 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 Lhtako Dene Nation's Traditional Territory will be calculated by determining the percent of Lhtako Dene Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Central Cariboo, Chilcotin, Quesnel, Prince George and Headwaters 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.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Lhtako Dene Nation as described in section 1.2 of this Appendix.
- 1.4 Where the calculation in section 1.3 of this Appendix is less than \$35,000, Lhtako Dene Nation will receive a maximum of \$35,000 to provide capacity to participate in the consultation process in accordance with section 4.0 of this Agreement.
- 1.5 For each 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 Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Lhtako Dene Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous 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 of the Agreement.
- 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 Lhtako Dene Nation in any given full year under the *Red Bluff Band Interim Accommodation Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2014/15 BC Fiscal Year: 45 percent;
- 3.2.2 2015/16 BC Fiscal Year: 40 percent;
- 3.2.3 2016/17 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
1. 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 *Red Bluff Band Interim Accommodation Agreement*, then the Lhtako Dene Nation shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;
  2. 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 *Red Bluff Band Interim Accommodation Agreement*, then the Lhtako Dene Nation shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Red Bluff Band Interim Accommodation Agreement*.



## **APPENDIX D**

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

## APPENDIX E

### Lhoozk'uz Dene Nation Statement of Community Priorities

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2014/2015	2015/2016	2016/2017		

2014/2015 Revenue Sharing Contribution \$To Be Determined

2015/2016 Revenue Sharing Contribution \$To Be Determined

2016/2017 Revenue Sharing Contribution \$To Be Determined



## APPENDIX F

### Lhoozk'uz Dene Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

<b>Socio-economic Priority</b>	<b>2014/2015 Planned Expenditures</b>	<b>2014/2015 Actual Expenditures</b>	<b>Outcomes Achieved</b>	<b>Variance Explanation</b>



	Chronological no.
<b>BAND COUNCIL RESOLUTION</b>	File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds					
					Cash Free Balance
The council of the Lhtako Dene (Red Bluff) Nation					Capital account \$ _____
Date of duly convened meeting	Day	Month	Year	Province	Revenue Account \$ _____
	27	01	2014	B.C.	

DO HEREBY RESOLVE THAT:

**Whereas**

Chief Councilor Clifford Lebrun has elected to take employment in another community in northern BC, and

**Whereas**

The Lhtako Band Council elections for the next two years will be taking place in March, 2014, and

**Whereas**

Clifford Lebrun has notified Council that he will not be running for an elected seat in council.

**Therefore Let it Be Resolved That**

The quorum of the elected Lhtako Band Council appoint Councilor Frank T. Boucher as interim Chief Councilor in an acting position until the election results confirm the new chief councilor for 2014/2015



**British Columbia Cariboo Region**  
**2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
	<b>FOREST ACT ADMINISTRATIVE DECISIONS</b>					
	<b>TIMBER SUPPLY REVIEW (TSR) ALLOWABLE ANNUAL CUT (AAC)</b>					
1	Timber Supply Reviews for Timber Supply Area Annual Allowable Cut Determination	Chief Forester	Admin	Normal to Deep Strategic Nature	L	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year. Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may be exceed 60 days.  The Cariboo-Chilcotin District will commence a TSR for the Williams Lake TSA.
2	Allowable Annual Cut Apportionment (TSA)	Minister	Admin	Normal to Deep Strategic Nature	L	The minister may specify that a portion of the AAC determined for the Crown land in a timber supply area is available for granting under various categories of agreements referenced in section 12 of the <i>Forest Act</i> . Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
3	Allowable Annual Cut Disposition (TSA)	Regional Executive Director	Admin	Normal to Deep Strategic Nature	L	The disposition identifies direct award opportunities in the non-replaceable forest licence category. Strategic nature refers to the complexity of the decision and because of this complexity, the engagement period may exceed 60 days.
4	Innovative Forest Practices Forestry Plan and Allowable Annual Cut Increase	Regional Executive Director	Admin	Normal to Deep Strategic Nature	L	After approving a person's forestry plan, the minister may increase the allowable annual cut authorized in the person's licence or agreement referred to in subsection (2) (a) by an amount that is justified according to timber supply analysis methodology approved by the chief forester or the chief forester's designate.  Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
	<b>FOREST LICENCE</b>					
5	Non-Replaceable Forest Licence (NRFL) Issuance	Regional Executive Director	Admin	Notification to Normal	L	NRFL grants the rights to harvest an AAC in a specified TSA. Maybe competitively awarded or directly awarded. Up to a five year term and non replaceable.
6	New Replaceable Forest Licence (RFL) (mostly First Nations)	Regional Executive Director	Admin	Notification to Normal	M	RFL grants the rights to harvest an AAC in a specified TSA. Maybe competitively awarded or directly awarded. Up to a 20 term and replaceable every 5 to 10 years.
7	Consolidation of volume based licences within TSA	Regional Executive Director	Admin	Normal	L	
8	Subdivision of volume based licences within a TSA	Regional Executive Director	Admin	Notification to Normal	L	
9	FL Replacement	Regional Executive Director	Admin	Notification to Normal	L	
10	Transfer of AAC between TSA (S.18 of the <i>Forest Act</i> )	Regional Executive Director	Admin	Normal	L	Transfer of AAC between TSA's
11	Transfer of AAC between licences within a TSA (S. 18 of the Cut Control Regulation)	Minister	Admin	Available on Request	L to M	Attributing harvested timber volume from one a license to another license (except WL.)
12	Transfer of Forest Licences (except for woodlot)	Minister	Admin	Notification to Normal	L	
	<b>ROAD PERMIT ISSUANCE</b>					
13	Road Use Permit	District Manager and Timber Sales Manager	Admin	Available on Request	H	Road Use Permits are issued on existing previously built roads. Road use permits ensure maintenance obligations are assigned to the primary user.



**British Columbia Cariboo Region  
2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
14	Road Permit	Timber Sales Manager	Admin	Normal	H	Road Use Permits are issued on existing previously built roads.
15	Road Permit (RP) Low Level of Assessment	District Manager	Admin	Available on Request	H	Authorises the construction of a road or maintenance of an existing road on Crown land. District staff review of the information sharing completed by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
16	Road Permit (RP) Moderate to High Levels Assessment	District Manager	Admin	Notification to Deep	L	Authorises the construction of a road or maintenance of an existing road on Crown land. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.
17	Road Permit Amendment	District Manager	Admin	Notification to Deep	H	
<b>Forest Tenure Decisions - Misc.</b>						
18	Conversion of Major Timber Sale Licences	Minister	Admin	Normal	L	
19	Exemptions to Cut Control Limits for Forest Health Purposes	Regional Executive Director	Admin	Available on Request	M	See 75.9 of the Forest Act for forest licenses or Timber Sales Licence
20	Free Use Permit Issuance or Cultural Use	District Manager	Admin	Available on Request to Notification	VL	Trees for personal use, FA S 48 - G-H) For First Nation Cultural Use
21	Authority to Harvest Timber by Crown Agents (Sec 52 of the Forest Act)	District Manager, Timber Sales Manager	Admin	Available on Request to Notification	L	The Minister may authorise agents of government to harvest Crown timber or to use and occupy Crown land in a Provincial forest.
22	Permit to grow and/or harvest X-Trees on Crown Land (Commercial Scale)	District Manager	Admin	Available on Request	L	
<b>LICENSE to CUT - Occupant, Master License, Forestry and Fibre Supply Licenses to Cut</b>						
23	Occupant Licence to Cut	District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification	M	
24	Master Licence to Cut	District Manager and Regional Executive Director	Admin	Available on Request to Notification	L	Mainly for oil and gas activity and transmission lines.
25	Forest Licence to Cut (FLTC) Issuance for small scale salvage	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification	H	FLTC grants the right to harvest and or remove timber from specified areas. Small scale salvage, firewood, fence post. FLTC may be issued up to 2,000 cubic metres (m3).
26	(a) Intermediate Salvage Pilot (FLTC)	District Manager and Regional Executive Director	Admin	Available on Request to Notification	L	AAC is between 2000 to 5000 (m3)
27	(b) Community Wildfire Protection (FLTC)	District Manager and Regional Executive Director	Admin	Available on Request to Notification	L	AAC is between 2000 to 5000 m3 and the objective is to address fuel management.



**British Columbia Cariboo Region  
2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
28	Forest Licence to Cut Issuance by BC Timber Sales	Timber Sales Manager	Admin	Available on Request to Notification	VL	
<b>TREE FARM LICENSE (TFL)</b>						
29	Timber Supply Review and Allowable Annual Cut (AAC) Determination	Chief Forester	Admin	Normal to Deep Strategic nature	L	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year for a TFL.
30	AAC Determination Postponement	Chief Forester	Admin	Notification	L	Licensee request/rationale to the Chief Forester to postpone AAC determination because nothing has changed in TFL.
31	New TFL licence	Minister	Admin	Normal to Deep	L	Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
32	Disposition of Undercut Volumes	Regional Executive Director	Admin	Notification to Normal	L	The RBD may consider disposing of no, some or all of the unharvested volumes via a FLTC, a TSL or a NRFL to someone other than the TFL holder.
33	Management Plan Approval	Chief Forester	Admin	Available on Request	L	A management plan provides a brief history of the TFL, a list of publicly available planning documents applicable of the TFL and a timber supply analysis. The Chief Forester makes a determination on the AAC.
34	Conversion of TFL into a Community Forest Agreement (CFA)	Minister	Admin	Notification	VL	
35	TFL licence consolidation	Minister	Admin	Normal	L	
36	TFL Subdivision	Minister	Admin	Notification	L	
37	TFL Surrender	Minister	Admin	Notification	L	
38	TFL Transfer	Minister	Admin	Notification	L	
39	Deletion of Crown Land	Minister	Admin	Normal	L	
40	Removal of BCTS area/volume from TFL	Minister	Admin	Normal	L	
41	TFL Replacement	Minister	Admin	Normal	L	
42	Removal of Private Land	Minister	Admin	Normal	L	
<b>COMMUNITY FOREST AGREEMENTS</b>						
43	Invitation to apply for Community Forest Agreement (CFA) Minister	Minister	Admin	Available on Request	L	
44	Identification of Community Forest Agreement area and District Manager approval (unless the decision of the area is made at higher level)	District Manager	Admin	Normal	L	CFA identifies the area to support a community forest agreement.
45	Community Forest Agreement Offer Proponent's application is received by Region and Region recommends to Minister	Minister	Admin	Available on Request to Notification	L	
46	Community Forest Agreement Management Plan approval and amendments and license issuance (MP includes a TSR)	Regional Executive Director	Admin	Available on Request to Normal	L	CFA grants exclusive right to harvest an AAC in a specific area.
47	Boundary Amendment	Regional Executive Director	Admin	Available on Request - Notification	L	
48	Replacement - Community Forest Agreement	Regional Executive Director	Admin	Notification	L	



**British Columbia Cariboo Region  
2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
49	Probationary Community Forest Agreement transition into a Community Forest Agreement	Regional Executive Director		Available on Request - Notification	L	
	<b>FIRST NATION WOODLAND LICENCE</b>					
50	Identification of First Nation Woodland Licence Agreement (FNWL) area and District Manager Approval (unless the decision of the area is made at a higher level)	District Manager	Admin	Normal	L to M	FNWL identifies an area to support a First Nation Woodland Licence.
51	First Nation Woodland Licence (FNWL) Management Plan approval and license issuance	Minister	Admin	Available on Request to Normal	L to M	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products.
52	Boundary Amendment	Regional Executive Director	Admin	Available on Request to Notification	L	
53	FN Woodlands License Replacement	Regional Executive Director	Admin	Notification	L to M	
	<b>WOODLOT LICENCE</b>					
54	AAC exemption to address for forest health catastrophic events (Section 75.9 of the Forest Act).	Regional Executive Director	Admin	Available on Request to Notification	L	
55	Development and advertisement of a new woodlot licence (WL)	Regional Executive Director	Admin	Normal	L	A WL has a term up to 20 years which grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL may include private land or reserve lands. A WL may be competitively or directly awarded.
56	Direct award of woodlot to First Nations through interim measures agreement. (Either a new woodlot or adding an area to an existing woodlot)	Minister	Admin	Notification	L	A WL grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL May include private land, reserve land. A WL maybe directly awarded pursuant to an interim measure agreement.
57	Replacement of a woodlot licence, to current WL holder and no expansion of size	Regional Executive Director	Admin	Notification	M	During the 6 month period following the ninth anniversary of an existing woodlot licence, the minister must offer its holder a replacement for the woodlot licence.
58	Boundary amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Regional Executive Director	Admin	Available on Request to Notification	L	
59	Minor (UP to 10% of original woodlot licence area) increase in Crown land area	District Manager	Admin	Available on Request	L	
60	Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	Regional Executive Director	Admin	Available on Request	L	
61	Deletion of Crown land from a woodlot licence	Regional Executive Director	Admin	Available on Request to Notification	L	
62	Consolidation of 2 Woodlot Licences	Regional Executive Director	Admin	Available on Request	L	
63	Woodlot Licence Plan	District Manager	Oper	Notification	M	A woodlot licensee must have an approved Woodlot Licence Plan (WLP) from the government before they can harvest timber or build roads on Crown or reserve lands. First, a licensee submits a WLP to the government for approval. Once approved, the licensee can apply a cutting and road permits to harvest timber or build roads. A WLP may be approved for a 10 year term.



**British Columbia Cariboo Region**  
**2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
64	Woodlot Licence Plan Amendment	District Manager	Oper	Available on Request	M	
65	New Management Plan or Amendments	District Manager	Admin	Available on Request	L	Woodlot Management Plan includes inventories, management objectives (utilisation of timber resources, protection and conservation of non timber values and resources, forest fire prevention and suppression, forest health, silviculture and road construction, maintenance and deactivation) and proposes an AAC.
	<b>FOREST PRACTICES CODE ACT - Provincial Forest Use Regulation</b>					
66	Special Use Permit	District Manager	Admin	Available on Request	M	
	<b>FOREST RANGE and PRACTICES ACT - Operational Plans - Forest Stewardship and Woodlot Licence Plans (applies to PL, NRFL, FSL, FN Woodlands Licence, Community Forest Agreement, Woodlot Licence and TPL tenure agreements)</b>					
67	Forest Stewardship Plan (FSP)	Regional Executive Manager, District Manager	Oper	Normal	M	A FSP shows areas on a map where a forest licensee may carry out forest development activities over a period of five years. The areas included in the FSP are called Forest Development Unit. The FSP states results, strategies and measures a forest licensee will achieve to be consistent with set government objectives. The FSP does not authorise any harvest. Proponent must make reasonable effort to meet with First Nation groups affected by the plan to discuss the plan.
68	Forest Stewardship Plan (FSP)	Regional Executive Manager, District Manager	Oper	Normal	M	A FSP shows areas on a map where a forest licensee may carry out forest development activities over a period of five years. The areas included in the FSP are called Forest Development Unit. The FSP states results, strategies and measures a forest licensee will achieve to be consistent with set government objectives. The FSP does not authorise any harvest. Proponent must make reasonable effort to meet with First Nation groups affected by the plan to discuss the plan.
69	1- Addition of a new forest development unit	District Manager	Oper	Notification to Normal	M	
70	2- A material change to an existing forest development unit	District Manager	Oper	Notification to Normal	L	
71	3- An intended change to result or strategy in section 12.2 to 12.5 of the FPPR (Results and Strategies instead of the practice requirements (defaults) for soils, wildlife and biodiversity objectives at the stand level ))	District Manager	Oper	Notification to Normal	L	
72	4 - A result or strategy in respect of which a remediation order under section 74 of FRPA is outstanding	District Manager	Oper	Notification to Normal	L	
73	5- A change to the regeneration date, free growing date, free growing height or stocking standards that apply to an area in a manner that would be a significant departure from what was originally approved in the plan	District Manager	Oper	Available on Request	M	
74	6- A matter referred to in section (8) of FRPA (see section "FSP Mandatory Amendments")	District Manager	Oper	Available on Request	L	
75	7- Adding or Removing a Party from an FSP, Adding or Removing a licence from an FSP, Transferring a licence to an Existing FSP	District Manager	Oper	Available on Request to Notification	M	
76	<b>FSP Mandatory Amendments (Section 8 of FRPA) (See below 1-6)</b>	District Manager	Oper		L	
77	1- FSP Mandatory Amendments to the forest development unit is made or amended	District Manager	Oper	Notification to Normal	L	
78	2- An objective set by government applicable to the forest development unit is established, varied or cancelled under FRPA	District Manager	Oper	Notification to Normal	L	



**British Columbia Cariboo Region**  
**2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
79	3- If specific by regulation, another objective applicable to the forest development unit is varied or cancelled by order under FRPA	District Manager	Oper	Notification to Normal	L	
80	4- A community watershed is or adjacent to the forest development unit is varies or cancelled by order under the regulations	District Manager	Oper	Notification to Normal	L	
81	5- Timber is in the vicinity of the forest development unit has suffered catastrophic damage	District Manager	Oper	Notification to Normal	L	
82	6- The Minister considers that the forest development unit is inconsistent with the events in the above (1 to 5)	District Manager	Oper	Notification to Normal	L	
83	Forest Stewardship Plan Extensions	District Manager	Admin	Notification to Normal	M	
84	Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	District Manager	Operational	Available on Request	L	
85	Cutting Permit Issuance (Woodlots, Master Licences to Cut)	District Manager	Operational	Available on Request to Notification	M	CP is a cutting authority which grants a right to cut and or remove Crown timber from a specific area.
86	CP - Low Level of Assessment	District Manager	Contractual	Available on Request	H	CP is a cutting authority which grants a right to cut and or remove Crown timber from a specific area. District staff review of the information sharing completed by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
87	CP - Moderate to High Levels of Assessment	District Manager	Contractual	Notification to Deep	L	CP is a cutting authority which grants a right to cut and or remove timber from a specific area. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.
88	CP amendments	District Manager	Contractual	Notification to Deep	L	
	<b>BC TIMBER SALES</b>					
89	Timber Sale Licence (TSL) Issuance	Timber Sales Manager	Admin	Normal	M-H	TSL grants the right to harvest a volume of timber in a specified area or purchase logs. Issued only by BCTS via a competitive auction.
90	Conversion of Replaceable Timber Sale Licences	Regional Executive Director	Admin	Notification - Normal	VL	
	<b>FOREST HEALTH</b>					
91	Chemical Treatments Spraying	Regional Executive Director	Admin/ Oper	Normal	M	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
92	Chemical treatments/Fertilization	Regional Executive Director	Admin/Operation	Normal	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
93	Non-chemical treatments (e.g. Biological - Btk, <i>Bacillus thuringiensis</i> <i>Kinase</i> )	Regional Executive Director	Admin/Operation	Available on Request	L	
	<b>RANGE HEALTH</b>					
94	Invasive Plant Pest Management Plan	Director of Range Branch	Admin	Normal	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
	<b>RANGE GRAZING LEASE DECISIONS - Land Act</b>					
94	Grazing Lease Tenure replacement (existing tenure renewal) Land Act, Section 11	Director of Range Branch	Admin	Notification	L	Grazing leases are a 21 year tenure issued under the <i>Land Act</i> . New leases are not available, but existing leases may be renewed.
95	Grazing Lease minor boundary change	Director of Range Branch	Admin	Available on Request	L	Grazing lease boundaries may be amended to reduce/mitigate existing use conflicts. This is usually done at the time of replacement.
96	Grazing lease major boundary change	Director of Range Branch	Admin	Available on Request	L	
97	Grazing Lease Management Plan	Director of Range Branch	Oper	Notification	L	Grazing lease applicants must submit a management plan for approval by FLNRO.



**British Columbia Cariboo Region  
2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
98	Amendment to Grazing Lease Management Plan	Director of Range Branch	Oper	Available on Request	L	
99	Range Improvements - Large Scale Developments	Director of Range Branch	Oper	Available on Request	L	Grazing lease applicants must submit a management plan for approval by FLNRO.
100	Small Scale Range Developments	Director of Range Branch	Oper	Available on Request	H	
	<b>RANGE TENURE DECISIONS - Range Act</b>					
101	New range agreement vacancy (relinquished tenure)	District Manager	Admin	Normal	L	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.
102	New range agreement New opportunity (no previous tenure in area)	District Manager	Admin	Normal	L	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.
103	Direct award of new range agreement to Band as part of interim measure agreement	Minister	Admin	Normal	L	Upon agreement signed by the minister, the district manager may award a licence without inviting other applications.
104	Range agreement replacement (existing tenure renewal)	District Manager	Admin	Notification	H	During the 6 months beginning on the eighth anniversary of a licence, the district manager must offer in writing to the holder of the licence a replacement for it. No changes can be made to the area, AUM or tonnes.
105	Range: 1 Year Grazing Permits Issuance	District Manager	Admin	Available on Request	L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM
106	Grazing Permit Issuance	District Manager	Admin	Notification	L	Grazing permits must be of a term not longer than 5 years and specify a number of AUM. Grazing permits may be replaced up to 3 times.
107	Range AUM Adjustment	District Manager	Admin	Available on Request to Notification	M	The district manager may increase the AUM for a specified year.
108	Range Use Plan minor amendments	District Manager	Admin	Available on Request	M	
109	Range Agreement minor and major amendments, boundary changes	District Manager	Admin	Available on Request to Notification	L	
110	New Range Use Plan or Stewardship Plan	District Manager	Oper	Notification to Normal	M	Range use plans describe plan communities and the actions that will be taken to establish or maintain them, range readiness criteria and stubble heights.
111	Range Use Plan Amendments	District Manager	Oper	Available on Request	H	Minor amendment are described as range improvements or developments. The minister may require an amendment to an RUP to ensure range practices do not damage or render a resource feature be ineffective.
112	Range Improvements	District Manager	Admin	Notification	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
113	Range development - small scale	District Manager		Available on Request	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
	<b>LAND BASE INVESTMENT INFORMATION SHARING MATRIX</b>					
115	Data Collection/Inventory Projects •Ground Detection Surveys (Probes) •Overview Assessments: Aerial/Ground Truthing •Assessment & Planning: (Treatment Prescription, Layout) •Sediment Source Assessments •Computer Modelling & Mapping	Contractual	Oper	Available on Request	L to H	Annual Work plan. Land Base Investment Plan policy instructs proponents to provide a 15 day notification for: •survey an area •field reconnaissance; •inventory, growth and yield plots •monitoring •Sediment Source Assessments •Computer Modelling & Mapping
116	Land Based Treatments Low Level •Bridge and Culvert Replacement/Maintenance •Road Deactivation •Tree Planting	Contractual	Oper	Available on Request	M	Infrastructure maintenance required for safety and environmental protection



**British Columbia Cariboo Region  
2013-2014 (April 1, 2013 to March 31, 2014) Forest and Range Decision Annual List (Matrix)**

	Decision	Decision Maker	Category	Default Consultation Level	Frequency of Decision (L,M,H)	Description of the Decision
117	Land Based Treatments Moderate Level •Fish Passage Treatments •Stand Tending (Brushing or Spacing) •Mechanical Site Prep •Fuel Management Treatments	Contractual	Oper	Notification	M	Annual work plan; map and treatment description.
118	Ecosystem Restoration Treatments: Harvesting, Spacing, Thinning, Prescribed Burning.	Contractual	Oper	Normal	M	A regime of treatments focused on improving ecosystem form and function, often including the re-introduction of fire management on the landscape.
119	Fertilization	Contractual	Oper	Normal	L	Application of nutrients (e.g. Urea) aerially/manually, to promote growth of conifers.
120	Authority to Harvest Timber by Crown Agents (Sec 52 of the FRPA)	Ten	Oper	Available on Request	L	This decision relates to the harvest of trees for standing tending, forest health and fire hazard abatement activities.
	<b>WILDFIRE MANAGEMENT</b>					
121	Wildfire Management Plans Ministry Policy Manual		Policy	Notification to Normal	L	Volume 1 Chapter 9 Policy 9.4 <a href="http://www.for.gov.bc.ca/tasb/manuals/policy/resmngmt/rm9-4.htm">http://www.for.gov.bc.ca/tasb/manuals/policy/resmngmt/rm9-4.htm</a>
	<b>RECREATION</b>					
122	Establishment of an Interpretive Forest Site, Recreation Site or a Recreation Trail FRPA, S.56(1)(a)	Assistant Deputy Minister, Integrated Resource Operations	Oper	Normal	L	
123	Changing the boundaries of managed sites or trails FRPA, S.56(1)(b)	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	L	
124	Disestablishing a Site/Trail/Interp Forest FRPA, S.56(1)(c)	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	L	Varying (increase) a site, trail and interpretive forest
125	Establishment of Objectives for an Interpretive forest site, recreation site or trail (FRPA, S.56(3))	Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails	Admin	Notification	L	
126	Authorizing trail or recreation facility construction (with no Land Designation) (FRPA S.57)	Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails, Recreation Officer	Oper	Normal	L	
127	Protection of Recreation Resources on Crown Land to protect a recreation resource or manage a public recreation use (FRPA S.58).	Regional Executive Director, District Manager, Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails	Oper	Notification	L	
128	Third Party Agreement to undertake a major capital project of a Site, Trail or Interpretive Forest (FRPA, S.118(2)(d))	Recreation Officer	Oper	Notification	L	
129	Identification of a Recreation Resource Feature under a Government Action Regulation Order (FRPA, regulation S.5 (1) and (2))	Minister	Admin	Notification	L	