

**Bonaparte Indian Band
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")**

**Between:
The Bonaparte Indian Band**

As Represented by
Chief and Council
(the Bonaparte Indian Band)

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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band community's well-being.

- E. The Bonaparte Indian Band has Aboriginal Interests within its Traditional Territory.
- F. British Columbia intends to consult with the Bonaparte Indian Band 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 Bonaparte Indian Band's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Bonaparte Indian Band Traditional Territory.
- G. The Bonaparte Indian Band 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 Bonaparte Indian Band's Traditional Territory that may impact the Bonaparte Indian Band'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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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, Mines, and Lands or the Minister of 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 Bonaparte Indian Band'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 Bonaparte Indian Band 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 Bonaparte Indian Band in accordance with Section 3.0 of this Agreement.
- 1.16 **"SEA"** means a strategic engagement agreement between British Columbia and the Bonaparte Indian Band that describes a consultation process between the Bonaparte Indian Band 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, Mines and Lands to contribute to, and be available for, long-term timber supply
- 1.20 **"Traditional Territory"** means the Bonaparte Indian Band'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 Bonaparte Indian Band'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 Bonaparte Indian Band 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 Bonaparte Indian Band to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Bonaparte Indian Band in achieving progress towards closing socio-economic gaps between the members of Bonaparte Indian Band and non-Aboriginal people in British Columbia.

3.0 Forest Revenue Sharing Contribution

- 3.1 Recipient Entity:
 - 3.1.1 Unless the Bonaparte Indian Band elects to have another entity (its "Designate") receives Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Bonaparte Indian Band of its obligation under this agreement, the Bonaparte Indian Band will be the recipient of the Revenue Sharing Contributions.
 - 3.1.2 Where the Bonaparte Indian Band 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 Bonaparte Indian Band.
 - 3.1.3 Bonaparte Indian Band will establish and throughout the Term maintain a separate bank account in the name of Bonaparte Indian Band (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"), which bank account will be used solely for the purpose

of receiving monies payable under this Agreement and implementing the objectives described in section 2.0. Bonaparte Indian Band 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 Bonaparte Indian Band, 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 30th, and the second payment to be paid on or before March 31st.
- 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 \$261,685.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated for each month or part thereof that this Agreement is in effect.
- 3.5 Before November 30st of each year during the Term, Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band or its Designate in the manner specified in section 3.2 only if Bonaparte Indian Band 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 In addition to section 3.2, on the Effective Date, the Bonaparte Indian Band will be paid a payment to bridge the period from the date of the last payment to which the Bonaparte Indian Band is entitled under its *Bonaparte Indian Band Forest and Range Agreement* to the Effective Date of this Agreement (the "Bridging Amount"), which additional payment will be calculated on the basis of the Revenue Sharing Contribution for the First Fiscal Year of the Term but prorated for the period from the date of the last payment under the *Bonaparte Indian Band Forest and Range Agreement* to the Effective Date.

- 3.8 Bonaparte Indian Band agrees that for the period between the end of the term of its *Bonaparte Indian Band Forest and Range Agreement* and the Effective Date, it has been adequately consulted and accommodated by British Columbia in relation to all Administrative Decisions, Operational Decisions, and Operational Plans made during that period that could impact its Aboriginal Interests.
- 3.9 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Bonaparte Indian Band pursuant to this Agreement is subject to:
- 3.9.1 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
- 3.9.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.9.1.

4.0 Consultation Process

- 4.1 The Parties agree that consultation with respect to impacts to Bonaparte Indian Band'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 Bonaparte Indian Band's Traditional Territory used in the *Bonaparte Indian Band Forest and Range Agreement* which map will be set out in this Agreement as Appendix A, unless this is the first such agreement between British Columbia and Bonaparte Indian Band in which event the Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band

- 5.1 Bonaparte Indian Band acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Bonaparte Indian Band agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Bonaparte Indian Band Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.
- 5.3 Bonaparte Indian Band 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 Bonaparte Indian Band'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 Bonaparte Indian Band covenants and agrees as follows:
- 6.1.1 Within 60 days of the Effective Date of this Agreement, Bonaparte Indian Band 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, Bonaparte Indian Band 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, Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Notwithstanding the termination or expiry of this Agreement, Bonaparte Indian Band 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 Bonaparte Indian Band requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Bonaparte Indian Band 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 Bonaparte Indian Band for that capacity during the Term of this Agreement.

7.0 Security Deposits

- 7.1 In recognition of Bonaparte Indian Band 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 Bonaparte Indian Band (or a legal entity controlled by the Bonaparte Indian Band) and British Columbia.
- 7.2 Bonaparte Indian Band agrees that British Columbia may apply any payment that Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band (or a legal entity controlled by the Bonaparte Indian Band) and British Columbia.
- 7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Bonaparte Indian Band financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Bonaparte

Indian Band of the unfulfilled financial obligation(s) and will discuss the proposed action with the Bonaparte Indian Band.

8.0 Stability for Land and Resource Use

- 8.1 Bonaparte Indian Band will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band.
- 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 Bonaparte Indian Band 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 Bonaparte Indian Band has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Bonaparte Indian Band and British Columbia. Upon making any such determination, British Columbia will provide notice to Bonaparte Indian Band of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Bonaparte Indian Band is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Bonaparte Indian Band 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, Bonaparte Indian Band 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 Bonaparte Indian Band'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 Bonaparte Indian Band 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
Facsimile: (250) 387-6073

Bonaparte Indian Band

Chief Terry Porter
Bonaparte Indian Band
PO Box 669
Cache Creek, BC V0K 1H0
Telephone: (250) 457-9624
Facsimile: (250) 457-9550

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 Bonaparte Indian Band has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extents of Aboriginal Interests of the Bonaparte Indian Band 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 Bonaparte Indian Band.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Bonaparte Indian Band's Aboriginal title and/or rights claims over those lands.
- 16.7 With the exception of matters or decisions dealt with in section 3.8, this Agreement does not address or affect any claims by the Bonaparte Indian Band 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 Bonaparte Indian Band.
- 16.13 This Agreement does not exclude the Bonaparte Indian Band from accessing forestry economic opportunities and benefits, which may be

available to the Bonaparte Indian Band, other than those expressly set out in this Agreement.

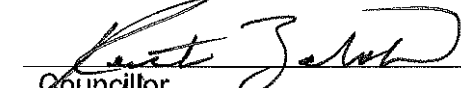
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided 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:


Bonaparte Indian Band



Chief Terry Porter



Councillor



Councillor




Witness of Bonaparte Indian Band signatures

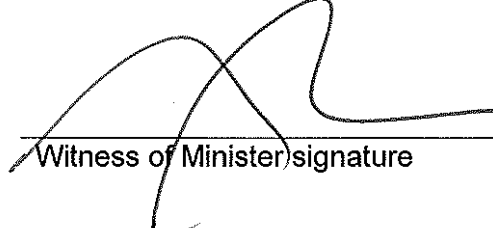
Feb 7/2011
Date

Signed on behalf of:

Government of British Columbia



Barry Penner
Minister of Aboriginal Relations and
Reconciliation

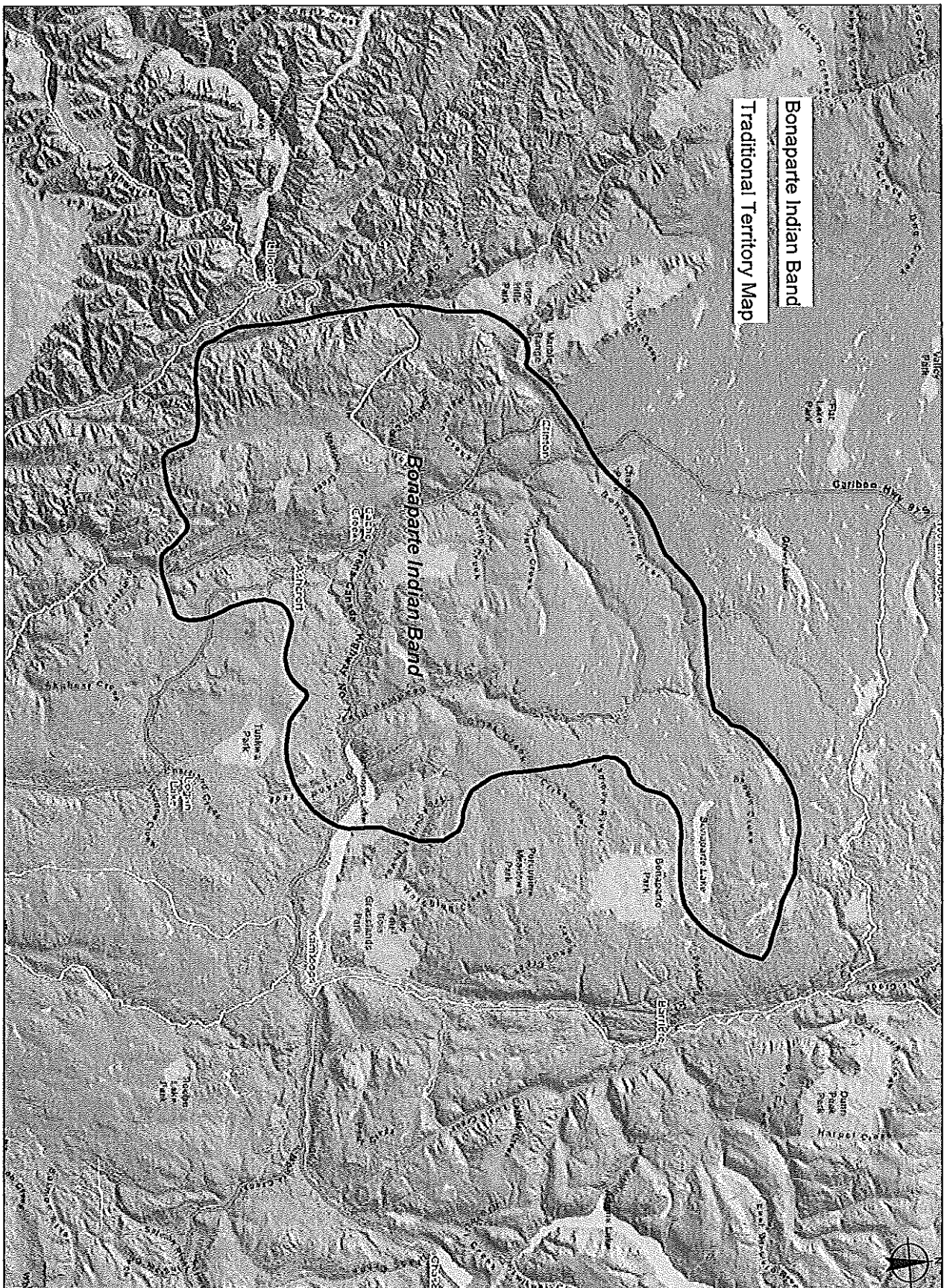


Witness of Minister signature

March 1, 2011
Date

APPENDIX A
Map of Bonaparte Indian Band Traditional Territory

Traditional Territory Map



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 Bonaparte Indian Band 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 Bonaparte Indian Band's Aboriginal Interests within the Traditional Territory.
- 1.2 Bonaparte Indian Band 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 Bonaparte Indian Band 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 Bonaparte Indian Band by British Columbia before March 31st 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 31st 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 Bonaparte Indian Band during the current fiscal year, British Columbia will notify the Bonaparte Indian Band 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, Bonaparte Indian Band 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 Bonaparte Indian Band within the timeframe set out in section 1.10, then British Columbia may conclude that Bonaparte Indian Band 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
1. Information Sharing: prior to formal consultation process	Referral to Bonaparte Indian Band during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Bonaparte Indian Band, and provides summary of communications to British Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Bonaparte Indian Band they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Bonaparte Indian Band can request more detail if they wish.
3. Notification	Notify in writing Bonaparte Indian Band about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Bonaparte Indian Band base level information and a short reasonable time (21-30 calendar day consultation period

Level	Description	Intent
		determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Bonaparte Indian Band of the final decision where requested by the Bonaparte Indian Band.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant aboriginal interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Bonaparte Indian Band 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 Bonaparte Indian Band agrees that the province is not obligated, unless requested by the Bonaparte Indian Band, to inform the Bonaparte Indian Band 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 Bonaparte Indian Band 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 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 of British Columbia, a summary document will be prepared of Cascades Forest District, 100 Mile Forest District and Kamloops Forest District's 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 Cascades Forest District, 100 Mile Forest District and Kamloops Forest District's.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Bonaparte Indian Band's Forest License (A73235) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Bonaparte Indian Band's Traditional Territory will be calculated by determining the percent of Bonaparte Indian Band's Traditional Territory that falls within the Timber Harvesting Land Base in Cascades Forest District, 100 Mile Forest District and Kamloops Forest District applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Bonaparte Indian Band 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, Bonaparte Indian Band 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 BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

Direct Award Tenure Forest Revenue Sharing Component

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Bonaparte Indian Band's Forest License (A73235) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.

- 2.2 For each BC 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 new methods to calculate the Revenue Sharing Contribution will be phased in over the next 4 years.
- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by determining the total of the Traditional Territory Forest Revenue Sharing Component and the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year ("the sum") and applying the following percentages to that sum:
- 3.1.1 2010/11 BC Fiscal Year: 10 percent;
 - 3.1.2 2011/12 BC Fiscal Year: 50 percent; and
 - 3.1.3 2012/13 BC Fiscal Year: 80 percent.
- 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 Bonaparte Indian Band in any given full year under the *Bonaparte Indian Band Forest and Range Agreement* which expired on 3/31/2010 ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2010/11 BC Fiscal Year: 69 percent;
 - 3.2.2 2011/12 BC Fiscal Year: 59 percent; and
 - 3.2.3 2012/13 BC Fiscal Year: 55 percent.
- 3.3 The Parties agree that if this Agreement is renewed in accordance with section 12.0 of this Agreement, or this Agreement expires in the 2013/2014 BC Fiscal Year, the Revenue Sharing Contribution will be the sum of:
- 3.3.1 the Traditional Territory Forest Revenue Sharing Component and the Direct Award Tenure Forest Revenue Sharing Component calculated in this Appendix; and
 - 3.3.2 50 percent of the value of the Annual Amount identified in section 3.2 of this Appendix.

APPENDIX D

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

Not Applicable

APPENDIX E

Bonaparte Indian Band Statement of Community Priorities

APPENDIX F

Bonaparte Indian Band Statement of Community Priorities

Annual Report

(Example only)

Socio-economic Priority	2010/2011 Planned Expenditures	2010/2011 Actual Expenditures	Outcomes Achieved	Variance Explanation
Consultation Capacity	\$35,000	\$35,000		
subtotal				
Carry forward to next BC Fiscal Year				
Total ¹				

¹ Total for year must equal the amount of funding identified in section 3.0 of this Agreement for that year.

2011/2012 Decision List	Level	PROPOSED CONSULTATION PERIOD	100 Mile House Forest District [DMH]: Lead Contact - Bev Atkins	Cascades Forest District (DCS) Lillooet TSA: Lead Contact - Christine Galliazzo	Kamloops Forest District [DKA]: Lead Contacts Rob Purdy
TSA AAC ADMINISTRATIVE DECISIONS					
Timber Supply Reviews (Chief Forester) for TSA Annual Allowable Cut Determination	5-6	24 m	TSR IV to commence and be completed in 2011		
Annual Allowable Cut Apportionment	5-6	60 days	New AAC determination will likely be apportioned in 2011	Decision on Apportionment to be completed in 2011 by Minister	
Annual Allowable Cut Disposition (TSA)	5-6	60 days	Likely disposition in 2011	Decision on Disposition of AAC to be completed in 2011 by RED	
FOREST LICENCE					
Issuance of a Forest Licence - Non-Replaceable Forest Licence (NRFL)	4-6	30-60 days	Competitive bid of 1.5 million gross volume (75000 AAC for 20 years)	Potential Direct Award or Competitive NRFLS resulting from Disposition Plan. Anticipate 1 or 2 in 2011.	Kamloops TSA Disposition Plan: Direct Award of MPB NRFLs (7 Bands) and Direct Award of Cedar Hemlock (2 bands). Also, potentially one or more Competitive Bid MPB NRFL of 300 000 cubic metres AAC. Also potentially undercut NRFLs.
Issuance of a Forest Licence - Replaceable Forest Licence or commence discussions regarding First Nations Woodland Tenure	5-6	60 days	Anticipate commencement of discussions on RFL issuance with several FN communities.	Anticipate commencement of discussions on RFL issuance with several FN communities.	Anticipate commencement of discussions on RFL issuance with several FN communities.
Consolidation of volume based licences within TSA	3-5	60 days			
Subdivision of volume based licences within a TSA	3-5	60 days			
FL Replacement	5-6	60 days			
Forest Stewardship Plan Approval	5	60 days			Integrated Proactive Corporation (IPAC) Cedar/Hemlock NRFL
Forest Stewardship Plan Amendment	5	30-60 days			Approximately 8-12 including BCTS and other major FL holders will be consulted in 2011
Forest Stewardship Plans Minor Amendments	2				Approximately 12/year, which typically involve adding another licence to the FSP. Most of these could be for First Nation FSPs.
Forest Stewardship Plan Extensions	3-5	30-60 days	None expected. Tolko multi district FSP which includes 100 Mile is being led by DCC staff		Approximately 8-12 extensions.
Section 18 Transfer AAC between TSA's	5	60 days			
Transfer Forest Licences (except WL)	5	60 days			
Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	2				
BC Timber Sales					
Timber Sale Licence Issuance	1-6	up to 60 days	25 TSLs totalling 430,000 cubic metres	3 TSLs totalling 100,000 cubic metres	In Kamloops - 18 TSLs totalling 535,000 cubic metres. In Clearwater - 11 TSLs totalling 220,000 cubic metres

Conversion of Replaceable Timber Sale Licences	3-5	30-60 days		1 conversion anticipated for N'Quatqua.	Two possible conversions: MJ Reid (Near Chase) and Ken Rosen (North of Barriere)
FOREST TENURE DECISIONS - Misc.					
Exemptions to Cut Control Limits for Forest Health Purposes (Sec 75.9)	3	15-30 days			
Free Use Permit Issuance for Personal, Cultural or Agricultural Use (<i>Cultural building, post & rails, see Forest Act Section 48</i>)	2		May issue 3 to 4		Approximately 6 Free Use Permits per year
Innovative Forest Practices Agreements (IFPAs), projects and plans	3-5	2 - 6 mo	Potential extensions of Tolko IFPA in Williams Lake and 100 Mile Districts		
Authority to Harvest Timber by Crown Agents (Section 52)	2		Possibly 3	Possibly 3	Possibly 3
Timber Licence Extension (Section 31 of the <i>Forest Act</i>)	2				Adams Lake Lumber / Interfor TL extension has been approved Jan 2011
Permit to grow and/or harvest Christmas Trees on Crown land	2				
LICENCE TO CUT - OLTC, FLTC, Master Licence To Cut					
Forest Licence to Cut Issuance for small scale salvage	2-3	up to 30 days	40 may be issued		Approximately 135/year (Douglas Fir Beetle 40%, Spruce Beetle 26%, Dead Pine 23%, Other fire or blowdown 11%). Totals approximately 160,000 cubic metres per year.
(a) Intermediate Salvage Pilot (FLTC)	3	30 days	3 may be issued		Potentially tender some FLTCs to address danger trees along roads. The volume is unknown at this time.
(b) Community Wildfire Protection (FLTC)	3	up to 30 days			Potential for some competitive FLTC in conjunction with communities such as Kamloops and Logan Lake.
Occupant License to Cut Issuance	1		5-10 may be issued. Potential Clean Energy Projects	Potentially Clean Energy Projects - Jamie Creek, Lone Goat, Hope, Herley River	Approximately 20 per year, that are mostly mining related (Highland Valley, New Afton or a new mine potentially in Barriere) Potential Clean Energy Projects.
Forest Licence to Cut Issuance by BC Timber Sales	1-3	15-30 days	Potentially some road construction projects	Potentially some road construction projects	Potentially some road construction projects
Cutting Permits and Road Permits Issuance					
Cutting Permit Issuance	3-5	10-60 days	50 CPs are anticipated	Approximately 20 anticipated	Approximately 60 to 100 per year through Wood Lots, CFAs, TFLs, FLs, NRFLs etc.
CP Amendments	3-5	10-60 days			Approximately 25/year
Road Use Permits & Road Permits Issuance and Amendment (S 115 <i>Forest Act</i>)	1-6	10-60 days	50 RPs are anticipated		Approximately 12 new road permits per year. Approximately 60-100 road amendments per year.
TREE FARM LICENCE - DECISIONS (TFL)					
Timber Supply Review and Allowable Annual Cut (AAC) Determination	5	60 days +			TFL 35 TSR (West Fraser) and TFL 18 (Canfor)
AAC Determination Postponement (Licensee request to Chief Forester based on no change to the base case data.)	3	30-60 days			

Disposition of Undercut Volume	3-5	30-60 days			Consultation on TFL 35 undercut volume of approximately 900,000 cubic metres gross volume from undercut over 2005-2009
Management Plan Approval	3				
Conversion of TFL into a Community Forest Agreement (CFA)	3	30 days			
TFL license consolidation	3-5	60 days			
TFL Subdivision	3-5	60 days			
TFL Transfer	3-5				
Deletion of Crown Land from TFL for other uses	5	30 days			
Removal of BCTS area/volume from TFL	5	60 days			
Early Expiry of regulated TFLs (those within TFLs) (Schedule A, land of TFL)	2				
TFL Replacement	3-5				
Removal of Private Land	3-5				
FSP review and approval, including Major amendments to FSP	5	60 days			
Forest Stewardship Plan Extensions	3-5	30-60 days			TFL 35 and TFL 18 due in 2012, but consultation might start in 2011.
COMMUNITY FOREST AGREEMENT - TENURE DECISION					
RED decision to approve the proposed management plan for the CFA.	5	60 days	Potential discussions with CFA for Clinton		
Minister decision to offer the CFA	3-5	up to 60 days		1 in Lillooet TSA in Fountain Valley Xaxli'p.	
Boundary Amendment	3				Proposed Wells Gray Community Forest Boundary Adjustment
Replacement - Community Forest Agreement	5	60 days			
FSP review and approval, including major amendments to the FSP	3	60 days		1 anticipated from Xaxli'p for Fountain Valley.	
Forest Stewardship Plan Extensions	3	30-60 days			
Probationary Community Forest Agreement transition into a Community Forest Agreement	3	30 days			Wells Grey K2A PCFA transition to CFA. Logan Lake K2E PCFA transition to CFA
WOODLOT TENURE DECISIONS					
Development and advertisement of a new woodlot licence	5				
Direct award of woodlot to First Nations (Either new or Area Increase)	3	30 days			Potential Direct Award of Woodlots for Neskonlith and Simpcw.
AAC exemption to address for forest health catastrophic events such as beetle or fire (Section 75.9 of the Forest Act.)	3	15-30 days	Potentially 1 or 2	Potentially 1 or 2	
Replacement of a woodlot licence, to current WL holder and no expansion of size	3	60 days	WL 1655 located near Buffalo Lake east of 100 Mile House		WL 1836 and WL 1857 - both located near Wells Gray Park
Minor (Up to 10% of original woodlot licence area) Increase in Crown land area	1-2			Potential for 1 in Lillooet TSA (deletion of woodlot)	WL 1603 Pinantan, WL 1594 Hwy 24 area, WL 314 Long Lake area.
Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	2		Potentially 1 or 2	Potentially 1 or 2	Potentially 2 - WL 307 (Raft River) and WL 1603 (Pinantan).
Deletion of Crown land from a woodlot licence	2		Potential		
Consolidation of 2 Woodlot Licences	2				
New Management Plan or Amendments	2		W1578 and W0559	2 potentially - (dependent on markets)	Potentially 5

Woodlot Licence Plan approval	3	30 days	W1578 and W0559	4 anticipated	Potentially 7
Removal of Private land from CFA	1-3				
Woodlot Licence Plan Amendments	2				
FOREST HEALTH					
Non Chemical treatment (e.g. Biological, manual, site prep, thinning, planting)	1		Estimate 2500 Ha of spruce budworm btk application - Canoe Creek area.		Potential btk spraying for Spruce Budworm and Douglas Fir Tussock Moth
Chemical Treatments Spraying	5				
Chemical treatments/Fertilization	5				
Non-chemical treatments (e.g. Biological, manual, site prep, thin, plant)	1				
FOREST SCIENCES					
Share results of existing research projects	2				
Silviculture Trials	2				
Base Projects (Minor Funding)	2				
RANGE HEALTH					
Invasive Plant Pest Management Plan Process	5 - C 3 N/C				
RANGE GRAZING LEASE DECISIONS					
Grazing Lease Tenure replacement (existing tenure renewal) Land Act, Section 11	3		5 grazing leases proposed replacement decisions		
Grazing Lease Transfer (assignment or sale to a third party, family member, sub-lease, mortgage application)	1-3		Average about one per year		20 anticipated
Grazing Lease minor boundary change	2				3 anticipated
Grazing lease major boundary change	3				1 anticipated
Grazing Lease Management Plan, renewals and/or extensions	3		Potentially 5		2 anticipated
Amendment to Grazing Lease Management Plan	2				2 anticipated
Range Improvements - Large Scale Developments	3				1 anticipated
Small Scale Range Developments	2				2 anticipated
RANGE TENURE DECISIONS					
New range agreement new opportunity (no previous tenure in area)	5	60 days			
Range Agreement Transfer	2		4 but do not consult on as no changes in AUMs or area, range use plan usually is adopted		7 anticipated
New range agreement vacancy (relinquished tenure)	5	60 days	2 vacancies already consulted on, 2 plans expected to be consulted on		1 anticipated
Competition for licences and permits	3-5	60 days			
Direct award of licences and permits to First Nations	3		2-4 anticipated		
Consolidation and Subdivision	3				3 anticipated
Replacement of licences and permits	1		2012 expiries have already been done - will send out letters for 2013 expiries by August of 2011	15 anticipated	
Temporary Grazing Permits Issuance	2				
Range Animal Unit Month (AUM) Adjustment	2 Min 5 Max		None expected that are more than 20 AUMs		
Range Agreements major amendments, boundary Changes	3				

Range Agreements minor boundary changes	2		8 expected, but no change in AUMs but will be removing private land when the Exhibit A is done		
Range Use Plan, or Stewardship Plan	2-5		29 range use plans notification process	22 RUP's expiring in 2011 will be either extended or renewed - to be consulted.	
Range Use Plan Amendments	3				
Range Use Plan minor amendments	2				
Range Improvements, large scale not in RUP	3	30 days	Potentially a couple		
Range development - small scale	2				
MRNO, MOE Plans, Studies and Inventories					
Management Unit or Watershed Level strategies; watershed restoration plans, ecosystem restoration plans, species and ecosystems at risk recovery strategies/management plans, forest health strategy, integrated visual design and visual rehabilitation plans.	2				
Resource Inventories - Terrestrial Ecosystem Mapping (TEM), Predictive Ecosystem Mapping (PEM), SIBEC (Biogeoclimatic Ecosystem Classification) Terrain Stability Mapping, TRIM, fish and fish habitat, recreation and visual resource, wildlife and wildlife habitat, airborne and satellite remote sensing data, Vegetation Resource Inventory (VRI) including woodlot inventory, community forest inventory.	2				
LAND BASED INVESTMENT PROGRAM (LBIP)					
Data Collection/Inventory Projects - LBIP Intention to survey an area for suitability for treatment	1	15 days	Potentially one project		
Assessment and Planning	2	15 days	Possibly Dog Creek Fire will be assessed in 2011 for potential planting	Assess and develop work plans for remaining burned areas - burnt plantations and older fires that have not regenerated	
Computer Modelling and Mapping	2	15 days			
Mechanical Site Preparation/Overstorey Removal	3,5	30-60 days	None planned for 2011, but possibly in 2012 prior to planting of Kelly Creek and Lang Lake wildfires		2-5 Projects anticipated in Highland Valley Area
Danger Tree Assessment and Falling. Consider combining with next one	3	30 days	None planned for 2011. Possibly 2012 prior to planting of Kelly Creek and Lang Lake wildfires	Potential in relation to safety for planting	8-10 Projects in Highland Valley including a couple in Prichard
Planting	3	30-60 days	None planned for 2011. Planting of Kelly Creek and Lang Lake wildfires is planned for 2012	Planting in some locations including Tyaghton Fire	One Project Involving Highland Valley and Prichard
Brushing - Manual - Consider combining this with next two as stand tending.	3	30-60 days			One Project up in Clearwater area
Spacing - Manual	3	30-60 days			
Brushing - chemical	5	60 days			
Fertilization	5	60 days	Potentially one project		

Cutting Authority Issuance (FLTC, ITSL) Overstory Removal - If surveyed areas Indicates area is eligible, clearing using competitively awarded overstory removal contracts linked to the rights for a FLTC. Reforestation of these areas will be carried out by FFT program. These FLTCs do not have silviculture obligations.	5				
Road/Trail construction	3,5				
Sediment Source Assessments	1	15-30 days			
Fish Passage - assessments/treatments	3	30 days			
Bridge and Cluvert Replacement/Maintenance	3	30 days			
Deactivation	3	30 days			
LAND BASED INVESTMENT - Forest Health Projects					
Overview Assessments - aerial or ground truthing	3	15 days			
Ground detection surveys (Probes)	1	15 days			
Bark Beetle Treatments	3	30 days			
Invasive Plant Management. Undertake Invasive plant management activities to Identify, survey and treat priority species to prevent establishment of new invasive plants, and minimize the spread of others. Separate process - MOE.					
Ecosystem Restoration - Treatments - harvesting, spacing thinning and prescribed fire.	5	60 days		1 project in Marble Canyon - subject to funding.	
Fuel Management - Forest Fuel reduction - Promoting public and community safety in urban/wildland interface zones.	3, 5	60 days			
WILDFIRE MANAGEMENT					
Fire Management Plan	3	30 - 60 days	1 Fire Management Plan for 100 Mile House to be consulted in 2011	1 Fire Management Plan for Lillooet TSA to be consulted in 2011	1 Fire Management Plan for Kamloops TSA to be consulted in 2011
Wildfire Rehabilitation Plans	4	15 days			