# Xaxli'p Forest & Range Consultation and Revenue Sharing Agreement (FCRSA) (the "Agreement")

Between: The Xaxli'p First nation

As Represented by Chief and Council (the Xaxli'p)

#### 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 Xaxli'p 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 Xaxli'p 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 Xaxli'p 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 Xaxli'p community's well-being.
- E. The Xaxli'p has Aboriginal Interests within its Traditional Territory and Shared Area.
- F. British Columbia intends to consult with the Xaxli'p 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 Xaxli'p Aboriginal Interests arising from forest and/or range resource development activities proposed within the Xaxli'p Traditional Territory and Shared Area.

- G. The Xaxli'p 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 Xaxli'p's Traditional Territory and Shared Area that may impact the Xaxli'p'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 and Shared Area of the Xaxli'p 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 Xaxli'p 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 Xaxli'p 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 Xaxli'p's Traditional Territory and Shared Area.
- 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 Xaxli'p 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 Xaxli'p in accordance with Section 3.0 of this Agreement.
- 1.16 "SEA" means a strategic engagement agreement between British Columbia and the Xaxli'p that describes a consultation process between the Xaxli'p 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 Xaxli'p claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.21 "Shared Area" means the Xaxli'p claimed or asserted Shared Area as shown in cross hatch on the map attached in Appendix A.
- 1.22 "**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 Xaxli'p's Aboriginal Interests resulting from forest and range development in its Traditional Territory and Shared Area, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Xaxli'p 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 Xaxli'p to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Xaxli'p in achieving progress towards closing socioeconomic gaps between the members of Xaxli'p and non-Aboriginal people in British Columbia.

# 3.0 Forest Revenue Sharing Contribution

#### 3.1 Recipient Entity:

- 3.1.1 Unless the Xaxli'p 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 Xaxli'p of its obligation under this agreement, the Xaxli'p will be the recipient of the Revenue Sharing Contributions..
- 3.1.2 Where the Xaxli'p 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 Xaxli'p.
- 3.1.3 Xaxli'p will establish and throughout the Term maintain a bank account in the name of Xaxli'p (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"). Xaxli'p 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 Xaxli'p, 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 **\$263,429**. For further certainty the first payment under this agreement will be on March 31, 2013.
- 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 Xaxli'p First Nation.
- 3.5 Before November 30<sup>th</sup> of each year during the Term, Xaxli'p 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 Xaxli'p 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 Xaxli'p or its Designate in the manner specified in section 3.2 only if Xaxli'p 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 Xaxli'p 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 Xaxli'p'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 Xaxli'p's Traditional Territory and Shared Area used in the *Xaxli'p Interim Agreement on Forest & Range Opportunities* which map will be set out in this Agreement as Appendix A, unless this is the first such agreement between British Columbia and Xaxli'p in which event the Xaxli'p will provide a hard copy map of its Traditional Territory and Shared Area and a digital copy of the Traditional Territory and Shared Area boundary conforming to current government mapping standards, which hard copy will be set out in this Agreement as Appendix A.
- 4.3 Xaxli'p agrees that British Columbia may share the map of the Traditional Territory and Shared Area 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 Xaxli'p 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 Xaxli'p 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 Xaxli'p 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 Xaxli'p

- 5.1 Xaxli'p acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Xaxli'p agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Xaxli'p Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory and Shared Area.
- 5.3 Xaxli'p 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 Xaxli'p'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 and Shared Area

# 6.0 Community Priorities, Annual Reports and Records

- 6.1 Xaxli'p covenants and agrees as follows:
  - 6.1.1 Within 60 days of the Effective Date of this Agreement, Xaxli'p 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, Xaxli'p 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, Xaxli'p 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 Xaxli'p 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 Xaxli'p 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, Xaxli'p 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 Xaxli'p requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Xaxli'p 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 Xaxli'p for that capacity during the Term of this Agreement.

# 7.0 Security Deposits

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

## 8.0 Stability for Land and Resource Use

8.1 Xaxli'p will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Xaxli'p 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 <u>Dispute Resolution</u>

- 9.1 If a dispute arises between British Columbia and the Xaxli'p 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 Xaxli'p.
- 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 Xaxli'p 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 Xaxli'p has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an

- agreement between the Xaxli'p and British Columbia. Upon making any such determination, British Columbia will provide notice to Xaxli'p of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Xaxli'p is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Xaxli'p 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, Xaxli'p 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 Xaxli'p'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 <u>Term</u>

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 Xaxli'p 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.
- 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

#### Xaxli'p

Chief Arthur Adolph Xaxli'p PO Box 1330 Lillooet BC VOK 1V0 Telephone: (250) 256-4800 Facsimile: (250) 256-4803

# 16.0 <u>Miscellaneous</u>

- 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 Xaxli'p has Aboriginal Interests within their Traditional Territory and Shared

Area but that the specific nature, scope or geographic extent of Aboriginal Interests of the Xaxli'p 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 Xaxli'p.

- 16.6 References in this Agreement to Crown lands are without prejudice to the Xaxli'p's Aboriginal title and/or rights claims over those lands.
- 16.7 This Agreement does not address or affect any claims by the Xaxli'p 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 Xaxli'p.
- 16.13 This Agreement does not exclude the Xaxli'p from accessing forestry economic opportunities and benefits, which may be available to the Xaxli'p, 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.

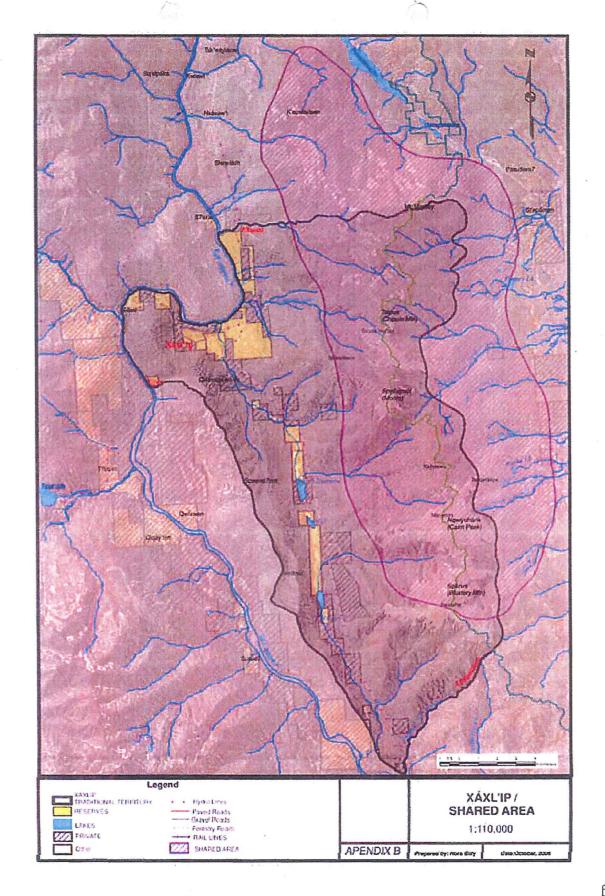
Signed on behalf of:	
Xaxli'p	
Chief Arthur Adolph	November 13, 2012
Paulin Weshell	
Councillor	Councillor
Howard Bol	
Councillor	Councillor
Councillor	Councillor
Witness of Xaxli'p Signatures	
Ciamad and balk af	
Signed on behalf of:	
Government of British Columbia	January 3/13
Ida Chong Minister of Aboriginal Relations and Reconciliation	Date
Shille Causon	
Witness of Minister signature	

# APPENDIX A Map of Xaxli'p Traditional Territory and Shared Area

Refer to next page.

Note 1. As per the legend, the map indicates both Xaxli'p Traditional Territory (in Black Bold) and Xaxli'p Shared Area (outlined and filled with cross hatch).

Note that scale is not correct, as map document has been scanned.



#### 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 Xaxli'p 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 Xaxli'p's Aboriginal Interests within the Traditional Territory and Shared Area.
- 1.2 Xaxli'p 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 and Shared Area.
- 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 Xaxli'p 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 Xaxli'p 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 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 and Shared Area of Xaxli'p during the current fiscal year, British Columbia will notify the Xaxli'p 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, Xaxli'p 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 and Shared Area.
- 1.9 If no response is received from Xaxli'p within the timeframe set out in section 1.10, then British Columbia may conclude that Xaxli'p 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 Xaxli'p during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Xaxli'p, and provides summary of communications to British Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Xaxli'p they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Xaxli'p can request more detail if they wish.
3. Notification	Notify in writing Xaxli'p about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Xaxli'p base level information and a short reasonable time (21- 30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British

Level	Description	Intent
		Columbia will notify Xaxli'p of the final decision where requested by the Xaxli'p.
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 Xaxli'p with the final decision and rational 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 Xaxli'p agrees that the province is not obligated, unless requested by the Xaxli'p, to inform the Xaxli'p 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 Xaxli'p 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 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 the Cascades and Kamloops Forest Districts' forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the Cascades and Kamloops Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Xaxli'p's Forest License (**NOT APPLICABLE**) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Xaxli'p Traditional Territory and Shared Area will be calculated by determining the percent of Xaxli'p Traditional Territory and Shared Area that falls within the Timber Harvesting Land Base in the Cascades and Kamloops Forest Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Xaxli'p 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, Xaxli'p 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 Xaxli'p's Forest License (NOT APPLICABLE) 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 3 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 and Shared Area 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 2011/12 BC Fiscal Year: 50 percent
  - 3.1.2 2012/13 BC Fiscal Year: 80 percent; and
  - 3.1.3 2013/14 BC Fiscal Year: 100 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 Xaxli'p in any given full year under the Xaxli'p Interim Agreement on Forest & Range Opportunities which expired on November 30, 2012 ("the Annual Amount") and applying the following percentages to that Annual Amount:
  - 3.2.1 2011/12 BC Fiscal Year: 59 percent;
  - 3.2.2 2012/13 BC Fiscal Year: 55 percent; and
  - 3.2.3 2013/14 BC Fiscal Year: 50 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 2014/2015 BC Fiscal Year, the Revenue Sharing Contribution will be the sum of:
  - 3.3.1 the Traditional Territory and Shared Area Forest Revenue Sharing Component and the Direct Award Tenure Forest Revenue Sharing Component calculated in this Appendix.

# APPENDIX D

Band Council Resolution Appointing the Recipient Entity for this Agreement ("Designate")

#### APPENDIX E

# Xaxli'p First Nation Statement of Community Priorities

# (Example only)

Socio- economic	A	Annual Amou	ınt	Specific Outcomes	Measurement Criteria
Priority	2012/2013	2013/2014	2013/2014		
	-				
		>	TC.		3
	•				

- 2012/2013 Revenue Sharing Contribution \$
- 2013/2014 Revenue Sharing Contribution \$
- 2014/2015 Revenue Sharing Contribution \$

# APPENDIX F

# Xaxli'p First Nation Statement of Community Priorities Annual Report

(Example only)

Socio- economic Priority	2012/2013 Planned Expenditures	2012/2013 Actual Expenditures	Outcomes Achieved	Variance Explanation
		4		
,				4,
				, 1
e.				

Ministry of Forests, Lands and Natural Resources Operations Thompson Okanagan Region Forest and Range Matrix and 2012/2013 Fiscal Year List of Proposed Decisions

Decision	Galezon	Describe Consultation Communications	Frequency (L,M,H)	Proposed Consultation Period	Thompson Rivers [DTR] - Key Contact John McQueen	Lillooet [DCS] - Key Contact Christine Galliazzo	Meritt (DCS) - Key Contact Christine Gallazzo	Okanagan [DOS] - Key Contact Laverne Cormier	
SA AAC ADMINISTRATIVE DEC	SIONS								
Timber Supply Reviews (Chief Forester) for TSA Annual Admin Allowable Cut Determination	Admin	NORMAL	1	6-12 months	Kamloops TSA TSR 4 determination decision was in 2008. It ISR 5 anticipated 2014 - 2015.	Ullocet TSA TSR determination decision was May 1, 2009	Menitt TSA 15R 4 determination decision was December 2, 2010 (	OX TSA TSR 4 completed in 2011. AAC determination decision expected in February 2012	
Annual Allowable Cut Apportionment	Admin	s	_	60 days			ISR 4 AAC apportionment decision expected in 2012	ISR 4 AAC apportionment decision expected in 2012	
Annual Allowable Cut Disposition (TSA)	Strategic	s	2	60 days	ISR 4 AAC disposition decision was completed October 2009.		ISR 4 AAC disposition decision anticipated in 2012	ISR 4 disposition decision expected in 2012	
FOREST LICENCE		50							
Non-Replaceable Forest Licence (NRFL) Issuance	Admin	NORMAL	-		m	Potentially two First Nations NRFLs		Anticipate further NRFL Issuance from amended TSR 3 disposition plan. From TSR 4 disposition, anticipate 4 direct award NRFL to First Nations and 6 Competitive Award NRFLS.	
Vew Replaceable Forest Licence (mostly First Nations)		. Normal			Potentially approximately nine First Nations Replaceable Forest Licences	otentially approximately ten First Nations Replaceable Forest Picences. One confirmed	Potentially approximately ten First Nations Replaceable Forest Potentially approximately seven First Nations Replaceable Forest Usenses. One confirmed	Potentially 2 First Hations Replaceable Forest Licenses	
Consolidation of volume based licences within TSA	Admin	s	د	60 days				` .	
Subdivision of volume based licences within a TSA	Admin	'n	_	60 days					
r Replacement	Admin	9-9	_	60 days		One FL Replacement - Aspen Planers in Lillooet TSA - Lytton Lumber sold their FL to Aspen now requiring replacement.			
S.18 Transfer AAC between TSA's	Admin	s		60 days	Proposal by Skeatchestin Indian Band to transfer 50 000 cubic metres from 100 mille house to Kamloops. Proposal from Splats'in from Kamloops to Okanagan/Shuswap.			\$	
orest Stewardship Plan Approval	Oper	NORMAL	Σ	60 days	Pelliq't Energy Group Ltd.	new FSP; 1 replacement FSP in Lillooet	I replacement FSP	There are 10 approved FSPs tenures in DOS. Anticipate 2 new FSPs in 2012	
FSPs Amendments requiring approval	Oper	Notification - Normal	H-H	30 days	2 new plans replacing existing plans anticipated for 2012			Anticipate 5 major FSP amendments requiring approval	
FSP Mandatory Amendments	Oper	Notification - Normal	_	30 days	A section 93.4 of the lands Act anticipated to create a mandatory amendment for 2012.				
Forest Stewardship Plan Extensions	Admin	3-5	Σ	30-60 days	7 FSPs requiring extensions anticipated for 2012.	2 FSP extension 5	5 FSP extensions	Anticipate 4 FSP extensions	
Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Oper	1	-		Numerous	Numerous	Numerous	Anticipate 40 Silviculture Prescription Amendments	
ing Permit Issuance	Operational	NORMAL NORMAL	Ξ	varies considerably from 10day expedited time frame to 60 days	Icensees conduct information sharing for every CP and Papplication in the District. Anticipate 1804 per year both tenure types).	antiópate < 10 CP s in Lillocet TSA in 2012.	Anticipate 90 CP applications in 2012 in Merritt	Antidipate 120 Cutting Permits Issued for Forest Licences	
CP Amendments	Operational	1-6	1 2	varies considerably from 10day expedited time frame to 60 days	Same process as CP Issuance. Ucensees conduct information sharing on "major" amendments.			Up to 12 CP amendments	
Transfer Forest Licences (except WL.)	Admin	5	-	60 days	~			None are anticipated	
			1		8			_	

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					Total and range intains and	2012/2015 Tiscal Teal List of Floposed Decisions	ISIOIIS	
FOREST TENURE DECISIONS - Misc.	SC.							
Conversion of major timber sale Licences	Admin	۰	-	60 days	One possible for M J Reid			TSL conversion for Weddell to a WL. Offer and award expected in 2012.
exemptions to Cut Control Limits for Forest Health Purposes (Sec 75.9) for forest licenses or Timber Sales Licence	Admin	1-3			,		5	
Free Use Permit issuance or Cultural Use   Trees for personal use, FA S 48 - G-H) For FN Cultural Use	Admin	Available on Request - Notification	- or		-4 per year	7	15	Anticipate up to 15 FUP for cultural use based historical data
Innovative Forest Practices Forestry Plan	Admin	s.	-	60 days			NSIFS Forestry Plan 3 and AAC application in 2012	Forestry Plan (Okanagan Innovative Forest Society) is anticipated including an AAC uplift decision in 2012
Authority to Harvest Timber by Crown Agents (Sec 52)	Admin	13	-		*10 per year	4 in Ullooet	4 in Merritt	Estimate up to 5 Authorities granted for Ecosystem Restoration and 3 Authorities granted to Wildfire Mgt Zones. Estimate 6
Permit to grow and/or harvest X-Trees on Crown land (Commercial Scale)	Admin	1	1					There are currently 3 Christmas Tree Permits issued for growing and harvesting x-trees. 6 Cash sales are estimated to cut X-Trees
LICENCE TO CUT - OLTC, FLTC, MLTC	ALTC		Ш					from right-of-ways.
Forest Licence to Cut Issuance for small scale salvage	Admin	Request Motification	H IN		Licensees conduct information sharing for every SSS application in the District. Anticipate 100+ per year.		70 SSS FLTC anticipated in Merritt	60 Small Scale FUTC are anticipated Up to S FUTC might be issued for Ecosystem Restoration Purposes
(a) Intermediate Salvage Pilot (FLTC)	Admin	e	-		None expected.			5 Intermediate Salvage FLTC <5,000m3
(b) Community Wildfire Protection (FLTC)	Admin	м	_		Ucensees conduct information sharing for every CWPP/FLTC application in the District. Anticipate →5 in 2012.	Potentially some .	Potentially some	Estimate S FUTC for Community Wildline Protection may be Issued.
Occupant License to Cut issuance	Admin	е	S		Expect ~ 25 per year. Proponent conducts information sharing prior to application being submitted to the District.	7 anticipated in Lillooet	7 anticipated in Merritt	Anticipate 15 OLTC delivered through FC BC
Forest Licence to Cut Issuance by BCTimber Sales	Admin	m	3		BCTS has their own process and tracking in the Kamloops Business Area.			Not anticipated
Road Permits Issuance								
			1.3					
Road Use Permits & Road Permits Issuance and Amendment (\$ 115 Forest Act )	Admin	Notification	π .		Ucensees conduct information sharing for every RP application in the District. Anticipate 150+ per year.	Antidpate some	Anticipate some	80 Road Permits (new and amended) are anticipated. Approximately 8 Road Use Permits (for use of Forest Service Roads) mavbe issued or amended.
TREE FARM LICENCE - DECISIONS (TFL)	IS (TFL)							
Timber Supply Review and Allowable Annual Cut (AAC) Determination	Admin	s	-	+ skep 09	rfL3S AAC determination	no TFL's in Lillocet TSA	no TFL's in Merritt TSA	Anticipate AAC determination for TFL 49 in 2012
AAC Determination Postponement (Licensee request/rationale to Chief Forester to postpone Determination because nothing has changed in IFI.	Admin	Written Notification	7	A				None anticipated
Disposition of Undercut Volumes	Admin	Notification- Normal	د					
Management Plan Approval	Admin	m	-					
Conversion of TFL into a Community Forest Agreement · (CFA)	Admin	м	3					
TFL license consolidation	Admin	s	-	60 days				
TFL Subdivision	Admin	s	-	60 days				
TFL Transfe <i>f</i>	Admin	е	7					
Deletion of Crown Land	Admin	s	-	60 days				Removal of controlled recreation areas from TFL 49 and TFL 59
Removal of BCTS area/volume from TFL	Admin	s.		60 days				
Early Expiry of regulated TLs (those within TFLs) (Schedule Admin A, land of TFL)	Admin	e	7					

Ministry of Forests, Lands and Natural Resources Operations Thompson Okanagan Region Forest and Range Matrix and 2012/2013 Fiscal Year List of Proposed Decisions

					r				
ir nepidement	Admin	'n	4 (		e e				
Removal of Private Land	Admin	s	_						
Major amendments to	Oper	s	W	60 days				3 TFLs operate under Forest Stewardship Plans: TFL 33 (near Sicamous)	
Forest Stewardship Plan Extensions	Admin	3-5	Σ	30-60 days				TFL 49 (near Vernon) 3 TFLs operate under Forest Stewardship Plans:	
Cutting Permit	Operational	3-5	Σ	varies considerably from 10 day expedited time frame to 60 days	Ucensees conduct information sharing for every CP application in the District. Anticipate 20+ in 2012 for the 2 FFs.			It-L34 (near Skamous) Estimate 15 CPs Issued for Tree Farm Ucences	
COMMUNITY FOREST AGREEMENT - TENURE DECISION	NT - TENURE I	DECISION	-					*	
Invitation to apply for Community Forest Agreement (Minister) -	Admin	8	_						
Identification of Community Forest Agreement area and District Manager Approval (unless the decision of the area is made at higher level)	Strategic	s	_	60 days		v		1 CFA Issued (Lumby/Splatsin) in 2012	
Community Forest Agreement Offer Proponent's application is received by Region and Region recommends to Minister	Admin	Available on Request - Notification	_					1 CFA Issued (Lumby/Splatsin) in 2012	
Community Forest Agreement Management plan approval Admin and amendments	Admin	3-5	_	up to 60 days	Wells Gray will submit a new proposed Management Plan	а		2 Management Plans anticipated: Westback first shallon CFA Management Plan	
I	Admin	5	-	So days	Wells Gran has a seat TEB			Culliby/spidisin CrA Management Plan	
		,	1	, steppe	Wells Gray nas a new 15K	a.	Vernillon Forks CFA application for AAC upilit antidpated in Merritt.	2 Imber Supply, Review/JAAC determinations are anticipated: Westbank First Nation CSA Management Plan lumby/Splatin CFA Management Plan	
Boundary Amendment	Admin	3-5	-		1 anticipated				
Replacement - Community Forest Agreement	Admin	3-5	_	60 days	0				
najor amendments to	Oper	3.5	-	60 days	1	1 new FSP for Xaxli'p CFA		Potentially 1 new FSP approved for Lumby/Splatsin CFA	
	Admin	3-5	2	30-60 days	1 extension in 2012.				
Probationary Community Forest Agreement transition into a Community Forest Agreement		е	-	30 days	2 anticipated for 2012				
٧	Admin	1:3	_		2				
Cutting Permit Issuance for CFA	Operational	Notification to Normal	Σ		10 CPs anticipated in 2012.	Lpotential CP for CFA in Ullooet		Anticipate 10 CPs to be Issued in Community Forest Agreements	
Fenures									
enure	Administrative	3-5		30-60 days	potential for 5 of the 9 may be initiated in 2012.			Potentially 2 new FNV/L	
FNWL Forest Stewardship Plan	Operational					*			
Cutting Permits issued pursuant to an FN Woodland Tenure	Operational								
			1						

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					COLO.			
WOODLOT TENURE DECISIONS ANG exemption to address for forest health catastrophic A	Admin	Australia	-		A south the south			
		Request - Notification	,		o annupated for ALLA			3 AAC exemptions for forest health factors
Development and advertisement of a new woodlot licence A	Admin	s,	-		Potential development and issuance of a new Woodlot for competitive bid in 2012.			None
0	Admin	en .	-					Jp to 2 direct award of a woodlot
	Admin	NOTIFICATION	Σ		2 anticipated			Anticipate 5 woodlot licence replacements
under	Admin	e	_		-	5	3	
	Admin	e.	-		6 anticipated	2 in Ullocet	2 in Merritt	L minor increase is identified
лсе (тау	Admin	2	-		12 requests anticipated	a II		ossibly up to 20 under new legislative provisions
ot licence	Admin	m	2					
	Admin	2	_					. Woodlots may be consolidated
New Management Plan or Amendments Ac	Admin	7	_		12 anticipated	2 in Ullooet	2 in Merritt	5 woodlots may prepare new mgt plans
				*			ji H	-20
Woodlot Licence Plan approva	Oper	MOTIFICATION	Σ	30 - 60 days	18 anticipated for approval (information sharing conducted by proponent)	3 in Lillooet	7 in Merrite	5 WIP are anticipated
-	Contractual	Notification to Normal	2	(8.)	Utensees conduct Information sharing for every CP and Is RP application in the District. Anticipate a combined 45 for 2012 for woodlots.	5 potentially in Ullocet	S potentially in Merritt	Anticipate 25 VVL CP in 2012.
	Oper	2	LM.		6 anticipated			Anticipate up to 5 WLP amendments
		2						
	Admin/ Oper	s	Σ					
	Admin/Operation	s	-					
Non-chemical treatments (e.g. Biological - Bitk, manual, Ad site prep, thin, plant)	Admin/Operation	13	٠.		Potential	Potential	Potential	Potential
invasive Plant Pest Management Plan	Admin	1-3				Potential		
oisi								
piacement (existing tenure tion 11		Written Notification	,		19 lease extensions planned for consultation in 2012		2	None anticipated
	Admin	2		19	3 anticipated		X	None anticipated
		2			2 anticipated			None anticipated
ange		Written Notification			2 anticipated		2	None anticipated
		Written			25 anticipated		z	None antidpated in 2010,
Amendment to Grazing Lease Management Plan Op		2	$\forall$		none		2	None anticipated in 2010.
	Jado	Notification	-		Lanticipated		2	No developments on Grazing Leases are anticipated
	1	Request -	$\dashv$		8 anticipated		N	No developments on Grazing Leases are anticipated

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DANCE TENTIBE DECISIONS - Ban	- Ant		100000000000000000000000000000000000000	14 TO THE RESIDENCE OF THE PARTY OF THE PART			
Range Agreement Transfer Not MoFR decision	Not MOFR decision	Available on		N/A			
New rance acreement varance freihousished teaures	Admin	Request -		***			None anticipated
	Admin	^	60 days	7	1 .		3 Vacancies have been Identified
	Admin	ın.	60 days	Lanticipated			No New Opportunities have been identified
	Admin	es .		pri .			2 Offers have been made
Range agreement replacement (existing tenure renewal).	Admin	Written Notification		45 tenure replacements in TSA - consultation was initiated in December 2011. 20 other licences and permits due to evolre in 2013 with replacements of consultation 2013 with replacements of consultation 2013.	sted 5 in Lillooet	8 in Merritt	6 Range Agreement Replacements have been Identified Turtle Range Unit
rmits Issuance	Admin	2		4 antidpated	77		Upper Kettle Range Unit None anticipated
	Admin	13		6 requests for increases anticipated.			No AUM adjustments have been identified, however DOS
	Admin	2		15 - no approvals required.			typically receives 1-3 applications each year.  Approximately 20 minor RUP amendments would be typical each
	Admin	2		5 - no approvals required.			year. Approximately 20 minor minor boundary amendments would be
oundary	Admin	Written Notification		8 new ones anticipated.			typical each year.  2 boundary amendments have been identified  MacLean Creek Road
rdship Plan	Oper	3-5		2 anticipated	9 in Lillooet	19 in Merritt	North of shuswap Lake  1 New RUP is anticipated
		3	0	26 - consultation initiated Nov 2011, an additional 24 will require consultation in 2012.	THE STATE OF THE S		53 RUP extensions are anticipated. Most extensions will have implained feasing Schedulae
not in RUP	ł	Written	30 days	S anticipated		1 in Merritt	14 range improvements have been identified as follows:
Range development - small scale	Admin	2		3 anticipated	/		3 Water Developments
Land Base Investment Information Sharing Matrix							Supra IIII paragooro
Data Collection/Inventory Projects		Level 1: 15			Cascades District totals (Most data is for Merrith TSA and some	Secretary Division and Secretary	
		day Information Sharing			for Ullooet TSA): Current Reforestation has the TSA of Planning surveys, prescriptions and layout.	soa-sea bounter tonsal forest as is of Merint I SA and some coasets bounter tonsal forest as for illosec TSA): Current Reforestation (CR) has MPB/NF of Z8G0 Ha, but no ISR.  TSM of S5O Ha, of planning surveys, prescriptions and layout.	Oursen Relocation has MayNullaincyNindshow of 3,839 Ha. Plus betdig MSR of 222-Pla. for a total of 4 061Ha of surverys. TSM has 300 Ha. of Pl and Re and Layout.
Ground Detection Surveys (Probes)		Level 1: 15 day		Current reforestation (CR) has MPB/Wildfire (WF) of	9		
* * * * * * * * * * * * * * * * * * *		Information Sharing	T.	Survey work. Timber Supply Mittgation (TSA) is to mittgate against mid term fall down in timber supply. 700 Ha of P1 and Re and Layout.	8		
Overview Assessments: Aerial/Ground Truthing		Level 1: 15					
		day Information Sharing		(3)			
Sediment Source Assessments		Level 1: 15 to 30 day					s
js.		Information Sharing		***************************************			ě
Assessment & Planning		Level 2: 15		-	Current Reforestation (CR) and Timber Supply Mitigation	CR and TSM has some high level overview planning.	Timber Grandy Mitinglian 200ks of algoritation (2004)
		c As					isyoul(spacing treatments)  Current Reforestation: 280 ha of prescription and layout for planting administration. Submitting the statements of the statements of the statements of the statement
Computer Modelling & Mapping		Level 2: 15 days		CR and TSM has some high level overview planning.			
Bark Beetle Treatments		00.00					
		days			5		
Bridge & Culvert Replacement / Maintenance		Level 3: 30 days				_1	
Danger Tree Assessment & Falling		Level 3: 30 days					Under current reforestation, Danger Tree Assessment and falling over 180ha prior to planting.

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7				Torost and trainge Mainty and	rotest and range praints and 2012/2013 riseal 1 ear List of Proposed Decisions	ISIONS	
Deactivation		Level 3: 30 days			2		
fish Passage: Assessments/Treatments		Level 3: 30 days					
Brushing: Manual	đ	Level 3 to 5; 30 to 60 days			Current reforestation (CR) - Brushing - Nil.	Current reforestation (CR) - Brushing - Hill.	Current Reforestation - Brushing 180 ha
dechanical Site Preparation / Overstory Removal	6	Level 3 to 5: 30 to 60 days		Current reforestation (CR) - Brushing - Mil.	Total for Cascades District - CR has 183 ha MSP.	Total for Cascades District: CR has 183 ha MSP.	Current Reforestation: 280 ha Mechanical Site Prep (Including overstory removal of MPB and Windthrown timber).
Planting - May include some temporary road access construction and danger tree assessment.		Level 3 to 5: 30 to 60 days		CR has 1795 ha Mechanical Site Prep (MSP).	Total for Cascades District: Planting of 1.98 million trees (1.5 million for Lillocet in Tyaughton Fire in burned blocks).		Planting of 680,000 trees.
Spacing: Manual		Level 3 to 5: 30 to 60 days		CR anticipates planting of 2.7 million trees. Under LBI planning up to 200ha for 2012.	Timber Supply Mitigation (TSM) has 0 ha of manual spacing.	Merrit has potential for 2500 ha of spacing/fertilization.	Timber Supply Miligation: 320 ha of manual spacing.
Forest Fuel Reduction		Level S: 60 days		We anticipate up to 200 ha annually that will mostly be in Douglas Fir.		Toy.	
Brushing: Chemical		Level S: 60 days					
Cutting Authority Issuance (FLTC, ITSL) Overstory Removal		Level 5: 60 days			9		Up to 280ha of FLTC associated with overstory removal and mechanical site preparation.
Gosystem Restoation Treatments: Havesting, Spraing, Thinning, Prescribed Fire.	Sec. 41	days	×			· ·	Move stuff from miscellaneaus timber, schedule drumine; 700ha Stacking; 30ha Stacking; 30ha Stacking; 30ha Stacking; 40ha Burn Planes; 10ha Burn Planes; 10ha
ertilization		Level 5: 60 days		I project planned for grassland rehabilitation subject to funding.	TSM has no fertilitation.	Merritt potential for 2500 ha of spacing/fertilization.	Timber Supply Miligation: 1427 ha of fertilization.
toad/frail Construction	=	Level 5: 60 days		We are proposing 500 ha annually and it will be florth of Barriere to Blue River and in the Upper Adams.			Up to Skm of road/trail construction associated with FLIC and Overstory Removal projects
BC Timber Sales							
imber Sale Licence Issuance	Admin	m	60 days		3751.	15 751.5	25 Timber Sale Licences planned for advertisement, up to '600,000m3 total
Conversion of Replaceable Timber Sale Licences	Admin	4-5	60 days	BCTS in the Kamloops Business Area has their own process conducting, tracking and approving consultation.	Decision on conversion of major TSL Involving a replaceable forest licence for Hquat qua		1 Major Timber Sale Licence Identified as still requiring conversion.
v or amendments	Admin			BCTS in the Kamloops Business Area has their own process conducting, tracking and approving consultation.	1 Forest Stewardship Plan	I Forest Stewardship Plan	BCTS FSP approved for Okanagan-Columbia area
Wildfire Management							
Viditio Management Plans This year of Secular Secular Secular 9.4 This year of Secular Security S	Policy	Level 3-5	L 30-60 days	The purpose of RNPs is to provide support to decision in maker's for integrated widiffer response and resource management activities. The plans are intended to ensure collaboration occurs across programs in a cost effective and effective manner.	1 FAP continues to be developed	I FAP continues to be developed	1 FAP continues to be developed