Lil'wat Nation Forest & Range Consultation and Revenue Sharing Agreement (FCRSA) (the "Agreement")

Between: Lil'wat Nation

As Represented by Chiefs and Council (Lil'wat Nation)

And

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

(Collectively the "Parties")

WHEREAS:

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

THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

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

"Aboriginal Interests" means:

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

- "Administrative and/or Operational Decision" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the Decision List as defined and set out in Appendix B;
- "Band Council Resolution" means a resolution of Lil'wat Nation having the form of Appendix D;
- "BC Fiscal Year" means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;
- "Delegated Decision Maker" and "DDM" means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;
- "Designate" means the entity described in section 4.2;
- "Effective Date" means the last date on which this Agreement has been fully executed by the Parties;
- "First Fiscal Year of the Term" means the BC Fiscal Year in which the Effective Date falls:
- "Forest Tenure Opportunity Agreement" means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the Forest Act;
- "Licensee" means a holder of a forest tenure or a range tenure;
- "Matrix" means the table set out as a part of section 1.10 of Appendix B;
- "Minister" means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;
- "Operational Plan" means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;
- "Payment Account" means the account described in subsection 4.4(a);
- "RA" means a reconciliation agreement between British Columbia and Lil'wat Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the Constitution Act, 1982;
- "Revenue Sharing Contribution" means each payment to be made by British Columbia to Lil'wat Nation under Article 3 of this Agreement;

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

"Term" means the term of this Agreement set out in section 14.1;

- "Timber Harvesting Land Base" means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply;
- "Traditional Territory" means the traditional territory claimed by Lil'wat Nation located within British Columbia as identified by Lil'wat Nation and shown in bold black (or red on the colour map) on the map attached in Appendix A.
 - "Zone A" in this Agreement, refers to the Sea to Sky, Sunshine Coast and the Chilliwack Natural Resource District Coast Region as per The Lil'wat Nation Map, attached in Appendix A, page 15.
 - **"Zone B"** in this Agreement, refers to the Cascades and the Chilcotin-Cariboo Natural Resource District Thomson Okanagan Region as per The Lil'wat Nation Map, attached in Appendix A, page 15

"Non-overlap Areas": means areas of the Lil'wat Nation's Traditional Territory that have no overlaps with other neighbouring First Nations. These areas are not mapped on the Traditional Territory map attached in Appendix A.

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

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 - List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate;

Appendix E - Statement of Community Priorities Format; and,

Appendix F- Annual Report.

ARTICLE 2 - PURPOSE AND OBJECTIVES

- 2.1 Purpose and objectives. The purposes and objectives of this Agreement are:
 - (a) to establish a consultation process through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Lil'wat Nation's Aboriginal Interests;
 - (b) to provide a Revenue Sharing Contribution to support the capacity of the First Nation to participate in the consultation process herein, as an accommodation for any adverse impacts to Lil'wat Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Lil'wat Nation may pursue activities that will enhance the social, economic and cultural well being of its members; and
 - (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

- **3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:
 - (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Lil'wat Nation (or its Designate under section 4.2, as the case may be); and
 - (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30th and the second to be made on or before March 31st.
- **3.2** First Fiscal Year. Notwithstanding section 3.1, for the First Fiscal Year of the Term, the Revenue Sharing Contribution is deemed to be \$68,338.83 (prorated to

the number of months of the First Fiscal Year covered by the agreement) the first instalment of which will be paid on or before September 30, 2016 if the Effective Date is prior to July 31st or on or before March 31, 2017 if the Effective Date is after July 31st.

- 3.3 Prorated amounts. For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to the month in which the Agreement is signed by Lil'wat Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.
- 3.4 Subsequent BC Fiscal Year amounts. Before November 30th of each year during the Term, British Columbia will provide written notice to Lil'wat Nation of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.
- 3.5 Amount agreed to. Lil'wat Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.
- 3.6 Changes to provincial revenue sharing calculation formulas. The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C to this Agreement, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTS

- **4.1 Recipient entity.** Unless Lil'wat Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Lil'wat Nation.
- **4.2 Election of Designate.** Lil'wat Nation may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:
 - (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
 - (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Lil'wat Nation and such appointment is confirmed by a Band Council Resolution of Lil'wat Nation.
- **4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Lil'wat Nation of its obligations under this Agreement.

- 4.4 Payment Account. Lil'wat Nation or its Designate will:
 - (a) establish and, throughout the Term, maintain an account in the name of Lil'wat Nation (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
 - (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.
- 4.5 Requirement to make a payment. British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Lil'wat Nation (or its Designate, as the case may be) has met the requirements set out in section 4.4.

ARTICLE 5 - CONDITIONS OF PAYMENT

- **5.1 Reporting and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:
 - (a) Lil'wat Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
 - (b) Lil'wat Nation being in all other respects in compliance with the terms of this Agreement; and
 - (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.
- **5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Lil'wat Nation pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
 - (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).

ARTICLE 6 - CONSULTATION

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

ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

7.1 Revenue Sharing Contributions will vary. Lil'wat Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

- 7.2 Revenue Sharing Contributions are an accommodation. Lil'wat Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute an accommodation for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plans, on Lil'wat Nation's Aboriginal Interests.
- 7.3 Where consultation process followed. Lil'wat Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Lil'wat Nation's Aboriginal Interests.

ARTICLE 8 - COMMUNITY PRIORITIES, ANNUAL REPORTS and RECORDS

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

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

ARTICLE 9 - SECURITY DEPOSITS

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

ARTICLE 10 - SET OFF

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

ARTICLE 11 - ASSISTANCE

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

ARTICLE 12 - DISPUTE RESOLUTION

- **12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Lil'wat Nation regarding the interpretation of a provision of this Agreement:
 - (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
 - (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Lil'wat Nation; and
 - (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to assist in reaching resolution of the issue.

ARTICLE 13 - SUSPENSION and TERMINATION

- **13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Lil'wat Nation:
 - (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
 - (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Lil'wat Nation and British Columbia.
- 13.2 Notice of Suspension. Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Lil'wat Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.
- **13.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 13.2, British Columbia may terminate the Agreement at any time by written notice.
- 13.4 Proceedings inconsistent with acknowledgments. Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Lil'wat Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Lil'wat Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Lil'wat Nation's Aboriginal Interests.
- **13.5 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days written notice or on a date mutually agreed on by the Parties.
- 13.6 Meet to attempt to resolve issue. If a Party gives written notice under section 13.5, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.
- **13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

ARTICLE 14 - TERM

- **14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.
- **14.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.
- **14.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.
- 14.4 Evaluation. Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

ARTICLE 15 – REPRESENTATIONS and WARRANTIES

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

ARTICLE 16 - NOTICE and DELIVERY

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

if to British Columbia:

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

Fax: (250) 387-6594

and if to the Lil'wat Nation:

Chief Dean Nelson Lil'wat Nation PO Box 602 Mount Currie, BC V0N 2K0 Telephone: 604-894-6115

Fax: 604-894-6841

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

ARTICLE 17 - GENERAL PROVISIONS

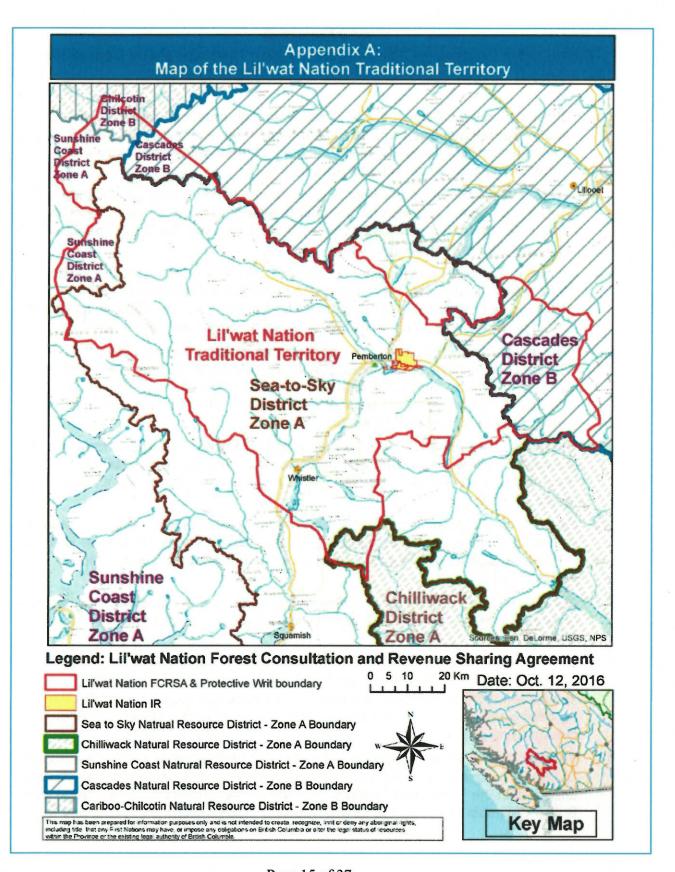
- **17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- **17.2 Not a Treaty.** This Agreement does not:
 - (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act*, 1982 (Canada); or
 - (b) affirm, recognize, abrogate or derogate from any Lil'wat Nation's Aboriginal Interests.

- 17.3 No Admissions. Nothing in this Agreement will be construed as:
 - (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Lil'wat Nation's Aboriginal Interests:
 - (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
 - (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.
- **17.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 17.5 No Implied Waiver. Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.
- 17.6 Assignment. Lil'wat Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- **17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 Acknowledgment. The Parties acknowledge and enter into this Agreement on the basis that Lil'wat Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of First Nation Aboriginal Interests.
- 17.9 Third Parties. This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Lil'wat Nation.
- 17.10 Other Economic Opportunities and Benefits. This Agreement does not preclude Lil'wat Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.

- 17.11 Validity of Agreement. If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- **17.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 17.13 Further Acts and Assurances. Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 17.14 Execution in Counterpart. This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in Article 16 or any other method agreed to by the Parties.
- **17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

Lil'wat Nation	
Dean Nelson	November 15,2016
Chief Dean Nelson	Date
MANULL	
Councillor	
Councillor	
1 Lio	
Witness of Lil'wat Nation signatures	
Signed on behalf of:	
Government of British Columbia	
John Kush	Dec. 20, 2016
Minister of Aboriginal Relations and	Date
Reconciliation	
Thul	
Witness of Minister signature	



APPENDIX B

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

- 1.1 British Columbia will consult with Lil'wat Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Lil'wat Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Lil'wat Nation will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.4 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List of Decisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.5 Operational and Administrative Decisions and Operational Plans that may require consultation in the Sea to Sky, Sunshine Coast and the Chilliwack Natural Resource Districts - Coast Region – Zone A, will use the Annual List for Zone A, pages 20 to 24.
- 1.6 Operational and Administrative Decisions and Operational Plans that may require consultation in the Cascades and the Chilcotin-Cariboo Natural Resource Districts Thompson Okanagan Region Zone B, will use the Annual List for Zone B, pages 25 to 32.
- 1.7 Operational and Administrative Decisions and Operational Plans that may require consultation in the "non-overlap area" will be conducted as outlined in sections 1.16 and 1.17.
- 1.8 If on or before January 31st a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31st of the current fiscal year.
- 1.9 If British Columbia becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Traditional Territory of Lil'wat Nation during the current fiscal year, British Columbia will notify the Lil'wat Nation of those decisions or plans and the

- Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.
- 1.10 If the Parties cannot agree upon which consultation level in section 1.10 of this Appendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Lil'wat Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.11 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Lil'wat Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Traditional Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.
- 1.12 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Lil'wat Nation and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may proceed to make a decision regarding the decision or plan.
- 1.13 The Parties agree that:
 - (a) as set out in the table below (the "Matrix") there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
 - (b) subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and
 - (c) the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.

1) Information Sharing 2) Available on Request 3) Notification 4) Expedited 5) Normal 6) Dec
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Level	Description	Intent
1. Information Sharing: price to formal consultation process	planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Lil'wat Nation and provides summary of communications to British Columbia.
2. Available on Request	British Columbia informs Lil'wat Nation they will not be sending out information.	Lil'wat Nation can request from British Columbia more detailed information about decisions made at this level.
3. Notification	Notify in writing Lil'wat Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Lil'wat Nation 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	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	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 Lil'wat Nation of the final decision where requested by the Lil'wat Nation.
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 Lil'wat Nation with the final decision and rational in writing.

- 1.14 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.15 Unless requested by the Lil'wat Nation, the Province is not obligated to inform the Lil'wat Nation of the Delegated Decision Maker's decision where the consultation level in respect of the proposed decision was level three (3) or lower.
- 1.16 Consultation in the "non-overlap areas": the Province will make a reasonable effort to conduct consultation only with the Lil'wat Nation in the areas of the Lil'wat Nation's Traditional Territory that has no overlaps with other neighbouring First Nations.
- 1.17 Lil'wat acknowledges the difficulty of precisely mapping the "non-overlap areas" and will be satisfied if a reasonable effort is made by the Province to satisfy the condition outlined in section 1.16.

As per Section 1.3 Appendix B - Lil'wat Nation FCRSA 2017-2019 Decision List to be used in the Sea to Sky Natural/Chilliwack/Sunshine Coast Resource Districts Coast Area - Zone A (for decisions in the Cascades and Chilcotin-Cariboo Districts use the Decision List for Zone B (pages 25 to 32) Delegated Consultation Consultation Decision Comments Licence type **Decision Category** Level Period Maker **ADMINISTRATIVE DECISIONS** 20 months The Chief Forester TSA AAC Timber supply Chief 5 to 6 reviews (TSR) (Chief Forester total must determine annual allowable Forester) for timber supply area (TSA) cut at least once every 10 years. The annual allowable cut process involves 4 (AAC) determination phases which transpire over 20 months. 5 30-60 days The apportionment TSA AAC Annual allowable cut Minister decision is a apportionment process of allocating the AAC volume to the various categories of forest agreements. **First Nation** First Nation Minister 5 30-60 days **FNWL** grants Woodland Woodland Licence exclusive right to harvest timber in a Licence (FNWL) specified area. Issuance/Renewal FNWL may include private or reserve lands. 30-60 days The Minister must Regional 5 **Forest Forest** replace a licence Licence/TFL licence(FL)/TFL Executive unless the licensor replacement Director denies it. 5 30-60 days Timber (TL) Extension Regional Licence Executive Director 30-60 days Forest Transfer/consolidatio Minister 5 Licence/TL n of forest licences

Chief

Forester

Minister

5

5

30-60 days

30-60 days

Major Projects

(except woodlots)

Management plan

Deletion (removal for

another purpose) of Crown land-Section 60.2, 39.1 Forest Act.(Licensee requests this)

Determination/

TFL AAC

approval

TFL

TFL

Decisions

Decisions

CFA	Community forest	Regional	5	30-60 days	Squamish and
Decisions	agreement management plan amendments and approvals	Executive Director or District Manager			Pemberton CFAs
CFA Decisions	Timber supply review and/or allowable annual cut determination	Regional Executive Director	5	30-60 days	Squamish and Pemberton CFAs
CFA/Woodlot Decisions	Boundary amendment	Regional Executive Director	5	30-60 days	
Woodlot Licence Decisions	Boundary amendment to increase Crown land only under Section 47.3 (FN only)	Regional Executive Director/ District Manager	5	30-60 days	
Woodlot Licence Decisions	New management plan or amendments Transfers	Regional Executive Director/ District Manager	5	30-60 days	
BC Timber Sales	Timber sale licence development to issuance/TSL Issuance	Timber Sales Manager	5 to 6 2 to 3	0-60 days	TSL development to issuance -6 TSL issuance- Available on request to notification 2-3
Land Act Decision	Land Act tenure amendments and approvals related to forestry infrastructure	District Manager	3,5	30-60 days	Amendments=level 3; new permits=level 5. Examples may include dryland sort and foreshore lease tenures.
GARS	Government actions regulation orders	District Manager	5	30-60 days	Generally GAR orders serve to protect lands from development.
TSA AAC	Annual allowable cut disposition (TSA)	Regional Executive Director	5	30-60 days	A disposition plan identifies how uncommitted /unused/or undercut volume will be disposed of.
CFA Decisions	Identification of community forest agreement area and district manager approval	District Manager	6	30-60 days	Squamish and Pemberton CFAs
Special Use Permits	Special use permit amendments/replace ment and issuance	District Manager	5	30-60 days	Examples-log sorts, gravel pits.

Recreation	Dis-establish	Sites and	5	30-60 days	
Sites Trails	recreation sites and trails, establish interpretive sites,	Trails BC Assistant Deputy			
	recreation sites, trails and objectives, Section 56 FRPA.	Бериту			
Recreation Sites Trails	Authorize new trail construction (Section 57 FRPA)	Sites and Trails BC Regional Manager, Recreation Officer	5	30-60 days	
Recreation Sites Trails	Protection of recreation resources on Crown land (Section 58 FRPA)	Sites and Trails BC Regional Manager	3, 5	0-60 days	3-Existing, 5-New
OGMAs	Establishment of old growth management area	District Manager	5	30-60 days	
		OPERATIO	NAL PLANS		
Forest Licence	Forest stewardship plan (FSP) extensions	District Manager	3	21-30 days	
Forest Licence/TFL/ CFA	FSP approval (including major amendments)	District Manager	5	30-60 days	
Forest Licence/TFL/ CFA	FSP minor amendments	District Manager	2	Available on Request	
Woodlot Licence Decisions	Woodlot licence plan/ amendments	District Manager	5	30-60 days	
Range Tenure Decisions	Range use plan or stewardship plan	District Manager	5	30-60 days	
Range Tenure Decisions	Range use plan or range stewardship plan extensions	District Manager	3	21-30 days	
		OPERATIONA	L DECISIONS		
Forest Licence/TFL/ CFA/WL	Cutting permit (CP) issuance	District Manager	1-6	0-60 days	The 6 level would be applied where direct impact on cultural sites has been identified.
Forest Licence/TFL/ CFA/WL	CP amendments	District Manager	2	Available on Request	Minor amendments only. See Cutting Permit and Road Tenure Administration Manual for additional

	1				clarification.
Misc. Forest Tenure Decisions	Free use permit (FUP) issuance	District Manager	2	Available on Request	Online firewood permits
Misc. Forest Tenure Decisions	Authority to harvest timber by Crown agents (Forest Act Sec 52, FRPA Sec 52(1)	District Manager and Timber Sales Manager	2	Available on Request	Occasionally used for such items as FSR realignments, heli pad clearing, research branch destructive sampling, parks staff.
Misc. Forest Tenure Decisions	Permit to grow and/or harvest Christmas trees on Crown land	District Manager	2	Available on Request	Hydro lines
Licence to Cut - OLTC, FLTC	Forestry licence to cut (FLTC) issuance	District Manager	2	Available on Request	Minor cutting, existing recreation sites and trails<50m3
Licence to Cut - OLTC, FLTC	Community wildfire protection	District Manager	5	30-60 days	May fall under FRPA 52(2)
Licence to Cut - OLTC, FLTC	Occupant licence to cut issuance / amendments	District Manager	2 if previously consulted, 5 if not.	Available on Request	Approx. 10 per year. Cell towers, green energy projects, mineral claims, commercial recreation, etc. Most are consulted on during Land Act approvals.
Licence to Cut - OLTC, FLTC	FLTC issuance by BC Timber Sales	Timber Sales Manager	2	Available on Request	
Licence to Cut-OLTC, FLTC	Salvage permit	District Manager	3	21-30 days	Boulder and Elaho fire salvage
Road Use Permits	Road use permits on Forest Service Roads (FSR new and amendments)	District Manager	2	Available on Request	
Road Permit Issuance	Road permits issuance and amendment. RP amendment for reassignment of road maintenance.	District Manager and Timber Sales Manager	1 to 6 Available on request	0-60 days	6 would be applied when site specific interests have been identified. Available on request=Reassign ment of road maintenance obligation to another licensee.
Land Based Investment	Stand treatments to meet timber	Tenures	5	30-60 days	Fertilization, harvesting,

Strategy	objectives				thinning, prescribed burning. Wildfires.
LBIS	Stand treatments to meet timber objectives	Tenures	Notification	21-30	Brushing, spacing Boulder/Elaho fires
LBIS	Stand treatments to meet timber objectives	Tenures	Available on Request	2	Boulder/Elaho fires Computer modelling, surveys, assessment and planning, bridge/ culvert replacement maintenance. Road deactivation, tree planting. Danger tree falling

As per Section 1.3 Thompson Okanagan Region - Zone B
Decision List (Matrix) to be used in Zone B - Cascades and Chilcolin - Cariboo Districts
(for decisions in Zone A - Sea to Sky Sunshine Coast and the Chillianack District nature

				(for decis	ions in Zone A - S	ea to Sky. S	unshine	(for decisions in Zone A - Sea to Sky. Sunshine Coast and the Chilliwack District refer to the Annual List on Pages 19 to 21)
Declaion Number	on Decision er	Programs	Declators Maker	Cutagory	Default Consultation Lord	Consultation Period	of Decision	Description of the Decision
	FOREST ACT ADMINISTRATIVE							
	TIMBER STRUCK REVIEW CISEMALLOWAR		E ANNI AL CITT CAACS	L				
-	Tanker Stepply Accuses for Tanker Stepply Accus Assessed Allewables Cat Determination	F	Charl Presentor	Admin	Normal to Deep Strategac Nature	(v) days	J	The Chaff content most determine an althought attend out CAAC) at last outcoming 10 years. AAC is the amount of word particular by the Procuse to be harmonic within a processor of the processor. The AAC antendre for the processor of the AAC antendre for the processor of the processor of the AAC antendre for the AAC antendre for the processor of the AAC determination. The Processor of the AAC antendre for the processor of the AAC determination. The Processor of the AAC determination of the Southern of the AAC antendre for the AAC and AAC antendre for the AAC and AAC antendre for the AAC
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**	Allocatio Assaul Car Navalina (TSA)	Tourse	Bonney Proceeding September	. 1	Northern Contraction	2. co. 27		Brige was fine good least bits further courses appear formers to deep later.
•	The state of the s		Megania Managara		Name	î Î		to express the same are accommon and or many or many or the copy, or the changes of the control of the common of the common of the copy, and the common of the copy of the changes of the copy of the
	Innovative Forest Practices Ferestry Plan and Allowable Annual Cut Increme	Stewardship	Stewardship Repland Locative Descript	Admin	Normel to Deep Streegic Narro	skip so	1	Alter agreewing a process from the minister may increase the allevable amond on analysis of process between the freedool in subsection (2) (6) by many that is pinisted many from the process of a process of process and the process of process of the process of process of the process of process of the proces
-								Strags interview to the employing of the fluxion and because of the complexity, the definit constitution part of may exceed in days.
	POREST LICENCE							
*	New Replace the Forma Licenses (NRFL) Immunes Terms	Terrare	Regional Everative Director	Admin	Venfeatoute Versui	30 to 60 days	7	The deposition plan identifies comparable NRTA and free, nearl NRTA NRTA NRTA game in digles wherein an AAT in a question USA NRLA can be awared comparable variationly and intermediate the standard for a 5-year term.
9	Non-Replaced be Found Louisee (NRFL) Senature Amendment	Reported Executive Director	Admin	Admin	Netherneto Netrol	30 to 68 days	L	Typically, MRIS, amendments are for minor men climper and climper to the contribute of the house.
	New Registerable Forest Licence (RFL) (mostly First Nations)	Tenne	Regional Everative Director	Admin	рилку отножувах,	step op ca og	N	ICL because an implication of the deposition plan and appartication of Accident Total apparation and deposition shallows. The apparation and also consider because, therefore, and after a determinant of the form of apparations and apparation of the properties of the form of apparations and apparation of the properties and apparation and apparation and apparation and apparation are presented by the anomal constitution for damper of the articles and from the apparations are apparationally as a second constitution for damper of the anomal constitution for damper and apparation are apparationally apparation and apparation and apparation are apparationally apparation and apparation are apparationally apparation and apparation are apparationally apparation and apparation and apparation are apparationally apparation and apparation and apparation are apparation and apparation and apparation are apparationally apparation and apparation and apparation are apparation and apparation are apparation and apparation and apparation are apparation and apparation are apparation and apparation and apparation are apparation and apparation are apparation and apparation are apparation and apparation are apparation and apparation and apparation are apparation and apparation are apparation and apparation and apparation are apparation are apparation are apparation and apparation are apparat
~	Consolidation of volume based homens within TSA.	Tenins	Replical Executive Director	Admin	Northeathm, Cara Bernane Normal - Math Locences	nkap go	-1	The elected may refive a consideration of volumbs based forms of the adolest consider this decision would compressed frost management
	Subdivision of volume based licences viden a TSA	Tenno	Reporal Everative Director	Admin	Nerffezikiti-Oze İketnese Nermal - Malbi Leensesa	Newschis	7	The stratest may relies a colorate based locus of the ministra considered the decision would compare front management. With the authorism of volume hand froms. For Names are concerned these potentially their subsensing mill technique of marines called from the concerned their part Names. Government is exprised of the First Nations concerns and those concerns will be discussed circle; the litera carrier consultation process.
0 3	FL Replacement	Tenine	Regard Executive Director	Admin	Neuflorion to Neural	30 to 60 days	r	The Manuforment applace a license united the factors denies if Absence can be supposed of a deer not med the consistent of the locence such as not payment to the
=	Transfer of AAC between TSA (\$.18 of the Forest Act)	Tenne	Regional Executive Director	Admin	Nomel	step oo	1	Terrofit of AAC between TAA's

As per Section 1.3 Thompson Okanagan Region - Zone B Decision List (Matrix) to be used in Zone B - Cascades and Chilcotin-Cariboo Districts

Minking phases of taken volume from one alternote account because the volume as the contract of the contract o These between are mean to applicate whicheve the tight of we options were mean and want to cut down trees. The logal right of Acceptant states to be a for the property of the investment man dentities and it is not very manning. Many of these male are prevain with host. Make, JAVAN or converted and if increasely the beans and the dentities are converted and if increasely the beans accessed in additional particles because a man other accessed in the man of long patterns areas. The manning increase areas are all the manning increases are all the manning areas of long patterns areas for the accessed and ac antinologo do coperçados de sendos meteoração el se colos nos mais en circas has deservados de personados esconas deservados en consederas en All assess the contrature of a took or mathematic of the reparting rook out from high Distance of for zer of the refinament where a creptored of the proposers indicates Assessment interests from not been adequately adequeed with appropriate Principles of the CP Process apply. The Vinster may actions agrees of payment to barved tons men themselve, Own trakes or to be and very Orwaland as Phonousis forest. Any nearlist themselve to the artistic upday Freed increase of the residence of the properties of the artistic operation. attender the construction of a read of maintenance of an existing road on Crown Land. Bot T's deer are the CPRP process but consults on road perman (L) Franch radio larve and o tenore unter from specified a sea South wate utrage favored, fince pos. I.1C may be seared up to 2. The atendation proves for SS propose varies around district files. decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack Districts refer to the Annual List on Pages 19 to 21) ACTICIONESS. 2000 to Sect. 30 and the objective is to address find manager at 159 of the Points Act for firest to ensure as Indian Salas Laurence here in passent as FAS48 - GH / A Fust Nation Cultural list AN' is between Soon to take gas. 77 Valor. constantly from to disconding time france to or days 12 60 days stap os or 10 to 60 days 0.30 Lays o.39 days 6 - 30 days Available on Request to Notification of the an unperty Available on Request to Normal Acadable on Respect to Net the non Available on Respect to Available on Request to Normal Available at Roquest to Deep Available on Request to Net fearing Nettilicarante Nettina North Carlon to Deep Authority on Region Newsferring water on Reques Available on Required Acres Registed Fuscine Director, Datus Manager, Lind and Then Shauger, Manager of Major Pergests Material Manager and Material Manager and Registed Presente Director d Other Supply Leanness to Car District Manger, Land and Trades Menage, Mirraper of Najor Projects Nursa Manaper and Timber Septembli Needline Dueston Natura Manaper and Septentil Executive Director Men.s Manager and leagured Executive Director Nergy Manager Petro,t Massager Petrot Mangar Name Masses Tennie Authority to Harvest Timber by Crown Agents (See S2 or the Forest Act) Permit to grow and or harvest A-Trees on Crown ransfer of Forest Licences (except for woodlets) vest Lucence to Cut Jesuance by BC Turbur see Use Pennil pennitue or Cultural Use SOAD PERMIT ISSEANCE Over Sovie Road Description Road Penult (RP) Medicare to High Levels Asser dater Liverae to Cut Rend Permit (RP) Low Level of Assess and the Pernit Cond Permit 2 s

As per Section 1.3 Thompson Okanagan Region - Zone B
Decision List (Matrix) to be used in Zone B - Cascades and Chilloutin-Cariboo Districts
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Program Becombility (MeT) result Stemeloby (MeT) result Steme	Period Period 60 days	So days	Yo to do days	Vi day	som or	No days	súp o:	skip gg	súsp ep	eo days	skip oy	6st days		es quis	0 - 39 days	6 to 60 days	0 to 34 days	sisp or	6-10 deys		99 quis	Step op ot 0
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		Stewardship Tenare	Tenne	Tenure	Temare	Tenne	lemire	Tome	Termin	Temine	1 cmrv	1 cause	Темиге	Tenare Sewandship	Temme	Tennic	Tentate	Lemme	Termin		Temme	Tenne
Bredstein Trimber Supply (Extern and Albertolte Actual Cts (AAC). Intermention AAC Transmission Propromete New 31. Journ		9 3	Superition of Underest Volumes	Management Ples Approved Conversion of TH, 1 to a Communic Energy	Agricultur (CPA)	FR. Sakwinon	OL Surender	FFL. Transition	behinn of Crown Land	Removal of BCTS arendoleme from TPL	IT. Replacement	Removal of Private Land	COMMUNITY PUBLISH ACREMENTS Institution to apply for Community Forest Amountee (CV At Minister	Admitted that of Community Potent Agreement area and Dienfor Moneyer reproved parties the decision of the area is made at higher troofs	Community Forest Agronment Offer Proponent's application is received by Region and Stegon necessions to becommon to Materiae.	Community Forest Agreement Management Plan approval and unconfinents and have no menner OAP includes a TSR)	conday Ana Amushanti	aphrement - Community Forest Agreement	relationary Community Frend Agreement mediton and a Community Forest Agreement	TRST NATION WOOMAND LICENCE	Identification of Tass Nation Woodland Licenser Agreement (PWW), nation and District Memper Approved (imbourbe decision of the most is made at A higher lives)	Free Varion Woodland Clemes (FWE). Management Fine approval and homse forume

As per Section 1.3 Thompson Okanagan Region - Zone B

Decision List (Matrix) to be used in Zone B - Cascades and Chilcotin-Cariboo Districts

find decisions in Zone A - Sea to Sky, Shunshine Coast and Chillwack District refer to the Annual List on Pages 19 to 21).

				9	decisions in Zon	A - Sea 10	No. Spin	The decisions in York 4 - Sea to SKY Shubshine Coast and Chillimater Using Rept to the Annual List on Fades 13 to 7 to
redition	Decision	Program	a Decision Maker	Calegory	Default Consultation Level	Consultation	of Decision	Averalgation of the Devision
5	Boundary Arrandmens	Tento	Regional Transitive Director	Admir	Available on Request from 10% of the mos Notification videon 10%, of the new) to Vi days	.a	
1	FN Woodlands Lacutae Replacement	Tenar	Regional Executive Durative	Admin.	Vetilication	No days	Low	Tackfineter men suplace a lactice the account strategy as to empended it is done ment the conditioned the lacence make a new population of the Committee of a Proc Committee Search.
1	WOODEOLLICENCE					-		
3	AAC exemption to relate a fee freed health catavarephy events (Section 75.9 of the Penni Act).	Tomara	Regional Eventive Director	Admetr	Aveilable on Respect to Verification	o. Mi days	÷	
s	Development and adventement and award of it new woodlet incurse (A.L.)	Jenne	Avend Manger	Admin	Nomal to Long	20 days	-1	A Whose stems upon Dryger which grains excheme raphisto harryet on AAC in a specified need and manage if need in a specified area A M and individual private bailed is receive faints. A M ange the compartion of or distribly awarded. Consider days OHK oncomparing that the about 2000 the world.
5	Direct award of weedlet to First Nations through investin measures agreement. (Editor a new sevelles or adding an area to an existing recedint)	Yearr	Executive Regional Manager	Adman	Nemal to Deep	39 days	-1	A Ni, grants exclinate rights to harvest an AAC in a specified area and constituted area A Ni. May inclining practe fact, sector find A Ni. maybe deathly presented to a statute receive a face and a factor of the sector appears. A rest a conduct or from an appear of the solution.
5	Replacement of a woodist license, to current Wil- below and no expurement of size Replacement of a woodist license, to current Wil- PX bolder and no expursion sizes	Term	Everal Manager Reported Nacotive Manager	Adme.	Withington	earl of	×	forming the world grand Statement of an estimate worlds between the minister and offer to bullet a replacement for the a walls forme. A factor can be suppossible if a does not made to contain the contained of the contract
3	Boundary area amondment to increase Crown land only for Ph three amond homes (*) 1 ML. regulation)	Tenna I	Reported Literature Manager	Admin	Available on Request than 10% of the area Northanna - than 10%, of the area	0.20 days	-1	
2	Minor (UP to 10% of original woodler licence ment increase in Chown land area	Tenner	Physical Manuaco	Admin	Available on Regress		-1	
	Disposition of periods fined through the district in Worder district Lings in Abit was hauge und we deletered	oner.	Proposition Constitution of the Constitution o	Admin	Avuilable on Roquest	And the second s	-3	Obstate Sequence and control and a presenced (stupping, water, carelli, rest are upper date). Lecence most be not seed of the Section of Section (stupping, water, carelli, rest are upper date). Lecence has belieful to accorded former. The product of the 10 percent day proposal protect and obstate the NL median to NL may the Section with the Control water and the proposal protect and the Section water and the section of the Section water and the proposal protect and the Section water and the Section
5	Delwien of Cown land from a woodlet house	Tenat	Regional Executive Durchor	Admin	Available on Request to Notestation	D - 3n days	-1	
7	Consideration of 2 Woodlet Entercos	Terain	District Manager	Adman	Available on Respect		-1	Under the Power Ast, seeding 1.5.1 a month Bonco may not be entered him with an applicant that is and a corporation if any of the following apply: apthrapping holds 2 or more becomes
3	Woodlet Licence Plan	Teman	Desired Managar	Oper	Withorns	No days	M	
2	Wordin Licence Plan Amendment	Tenant	District Mapager	Ciper	Available on Regress		M	
9	New Management Plan or Americants	Tarent.	Detra't Manager	Admiss	Avuable on Rogand		-1	Woods Mangement Ples minds streat sees sourgement of octavit of the less monters socks becaute from their radios and necessers, over the percentage and supercent, freed holds, obsuiting and to a continuous mandeman and four manual supercent AM.
8	from they attend to income Crown lend only for FN denot award from me (7 i WL regulation)	Tonna	Regional Exercise Director	Admitte	Available on Request to Northeater	डर्का ज्यान		

As per Section 1.3 Thompson Okanagan Region - Zone B Decision List (Mathx) to be used in Zone B - Cascades and Chilloutin-Carlboo Districts

				Joj.	decisions in Zon	e A - Sea to	Sky. Sun	(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)	-
Number	Decision	Program	Decision Miller	Calegory	Default Consultation Level	Cuttodialion	of Bechain	Description of the Decision	-
8	Come Car for the Crowns land portion of the mondified florence	Tritis	Destro Manget	Admin	Available on Request to Notification	n-Sto days	я	Date must be seen on the other and come had perture of the VII commonly referred to as schedule. It is also the following cristia apply to that observed. The All Andreas Handle of the seen of the s	·
	PORPST RANGE and PRACTICES ACT - Ope	estional Plans	- Forest Stewardship and Washin	e License Pleas	applies to FL. NRFL, 156.	FN Woodlands L	Scores, Commission	Lity Town Agentum, Woodfol Lonecomi TFL tenter agreement	_
8	Frest Steamfolip Plan (FSP)	Tenaw Suwadday	Regardal Streentwe Manager, Cyne Doeinkt Matmiget	M.	Nemad	e) days	я	A 15th date of a map where a freed horsess may only not forced development a development of the years. The news according to the 15th and other development of the contract with an experiment of a contract of the contract with an experiment of a contract of the contract with a contract of the contract with a contract of the contract of the contract of the contract with a contract of the contract	
Ē	PNP Asserdments, resulting approval fee-	Fereign Stewnschilden	Deemed Manager	Cyper			IFN.		
P	a new fluest development and	Tenare Struzdehay	Dienki Manager	and,	Neitheathm to Nemad	Arriva a	я	The conclusion level will be dependent on the data milkection of the Freed Development Unit (FDU). In many commet more TDUs cover a latter group that many without upon the contraction of the second second process. Secondary Plan is a process of the secondary pl	
8	2. A material change to an existing fount development unit	Tenar	-	Oper	Malicana to Nama	stry or	1	Meetally a defined as advantable emperioral. In the application of fenet acted on the formal fact a world construction of present of important.	
7	34. An intended change to result or strongs in nection 12.2 to 125 of the PPRs (Bondle and Stranglas intends of the practice requimenent childraline) for solic widdle formal blockhoemby objections at the strand level ig	Tenne Stewnishing		oper	Notification to Nomeal	30 - 60 days	-1		
2	 A result or strategy in respect of which a temediation order under section 74 of SPRA is outstanding. 	Tentro Sewachlap	District Manager	Oper	Nethering to Nether al	Mar for days			
8	5. A change to the regeneration date, the stowing often, the growing helpfu or stocking stimularly. the apply to make in numeral that would be a stignificant department from white was emploidly approved as day plan.	Tenure	Denkt Manager	awlo	Available on Request		z		
u	6-A matter referred to in section (8) of FRPA (one section TSP Mandatory Americans)	Tenare Searchdep	Daum Manyer	ado	Available on Respons		.a		
87		Tenum Stewardship		Oper	Available on Regimento Notification	දේග ලැබෙ	N		
8.	PRP Mandatory Amendments Section 8 of FRPA) (fee before 1-6)	Tenase	David Manger	anko					_
36	1- An exactment appplicable to the force development unit is unde or anunded	Temate Stewardship	Destrict Manager	ches	Naticales to New J	Me fit days	.1		_
55	 An objective set by government applicable to the fewer dividegment and is established, varied or cancelled under FRPA. 	Tenant Seamsbling	Davint Manger	oke	Notification to Notice J	30 - 63 days			_
S	n, ancher objective reciprose and is varied or IRPA	Tenne Sewendeby	Darlant Manager	Oper	Newforton to News	N for Asy	.ı		_
\$	4- A treati or emegy in respect of which a consolimites order under section 74 or FRPA is cutetamiling.	Tenan Strumbby	_	Oper	Notification to Normal	W - 60 days			_
æ	5- Timber is in the vicinity of the forest development unit has suffered catastrophic damage	Tenne Steweriship	District Manager	Oper	Northeation to Normal	30 - 60 days	.1		
£	6- The Minister considers that the frees development unit is mechanism with the events in the above (1 to 5).	Tenure Stewardship	Divisite Manager	Oper	Neiffeathn to Nomed	Special days			_

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades and Chilloulin-Cariboo Districts
(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)

	A STATE OF THE PERSON NAMED IN COLUMN TO STATE OF THE PER			31	COECIDIONIS IN CAN	וב ע - סבמ וס	ONY, OUI	INT DECISIONS IN ZONE A - Deal to DAY, DUTSTITIE COAST AND CHIMMACK DISTRICT TO THE ANTIQUE CHIMMACK T
Necision	Declains	Program	Decision Maker	Catagory	Default Consoltation Level	Consultation	of Decision	Description of the Decision
3	Ferent Sewandship Fan Extensives	Tenne	Physical Names	Admin	Settlication to Name	No Godays	7	SP execution is with entending the date of and 30 only. No changes are made in the USP
S.	Silvacation Prescriptions (Sec Sec 12 of the Second Practices Code of BC Act)	Tenne Seament	Distract Manager	handande	Available on Sequent		7	
. 5	Curing Permit Issuance (Woodlets, Matter Licences to Citi)	Tentine	District Manager	paramako	Available on Ragnest to Disce	6-36 days	7	To sea coming anthonisy which promise a right to one and on tensors choose about these a specific atom.
ŝ	CP - Low Level of Assessment	Tentas New stabings	Digital Manager	Contracted	Available on Request		2	P o avaing anhety which game a right to extend or trave of treat feator. Broun appeals and Deriot will review of the infrastreas shaing complemely. To parties in factors Abreging travers have been addressed with approxime account software or an ignitive.
96	CP - Medicine to High Levels of Assessment	Tenne	Distract Musayee	Contracted	Northwitten to Deep	Teles Gags	ı	To accessing athesty actorigance a right to our maken recoverations from a specific aces. Detried cells receive of the militarians similar, complemed by the proposed actorized by the proposed actorized by the proposed actorized accordance in the proposed actorized a
5	CP amendments	Tenure	Prenact Manager	Centractual	Availables on Request to Deep	Varies considerably from 19 days expellent from famous to 60 days	1	Standake of the CPRP process apply
	POREST PRACTICES CODE ACT. Prestuda	of Porest I we Re-	hegalari ne		STATE STATE STATE OF THE PARTY			
8		Defrait		Admin	Available on Regisest to	O to 40 days	N	
1	THE TRANSPERSACE IN							
5	Timber Sale Licence (TSL) Development to Issuance	SKTS	Tanher Sales Manager	Adma	Negral to Deep	es days	H-W	A TM, is a saming authority Areksyol by RV. Tinder State for future authority leads a produce and otherwise for the seventike uses. Tinder State and Content of finite for the seventike uses. Tinder State and Content for the first seventies and produce and appropriate accommodates the content of the seventies accommodates or angular seventies.
ē	Tamber Sale Licence (736,) tenuarice	Darber Sales Manager	Briber Sales Manager	Adresa	Available on request to Settlement	II No No Garya	N-W	NE grant for right whenest a receive of suither to a spire field steen or provides how. Some only by the Tenna a competitive caches.
2	Conversion of Replaceable Tunior Sale Lacraurs	Tenum	Regional Executive Operator	Admax	Wefferien-Nerral	Money days	M.	
	FOREST HEALTH		THE RESIDENCE OF THE PARTY OF			A STREET, SQUARE, SQUA		
3	Chancal Designents Spraying	Stew ardship		Action	Frank	a-lip (6)	N	The see of any channed backcodes or perheads must be approved by the Mandry of invarianted in a Ree Management Plan.
6	Clemical evanment of entilloation	Stewarfelen BATTS	Regional Evaluative Disactor	Admini Speri	printery	sátp cy	1	the use of any chemical technology on production must be approved by the Minkapp of Professionals in a Real Management Man
8	Non-chemical treatments (e.g. Bodogical - Fill, Bacillia therrogicants Khimo	Stea arkings 9cTS	Regional Executive Donator	Adresa Oper ation	Available on Respond		1	
	RANCE HEALTH							
8	Incastve Plant Fee Management Plan	Rungo	Director of Range Beauch	Admin	Nomal	60 days	-	The are of any chemical inclusions of protection must be approved by the Nimety of Divisions in a Per Management Plans.
	Grazing Least Turne replacement (evaling terms removal). Land Act, Section 11	Karek	Principal of Rays Branch	Adma	Negatif	sign a	-	thems become a 21 year unany considerable. Not here are not enabled, for coding locus may be removed. Suggest norms, considerate takes there as them eyestly. Not miscus distinct was well expected that the is not negative from that for thems of the distinct formal analysis of the second of the se
9						wa kujek no		THE RESIDENCE OF PRINCIPLE AND THE PRINCIPLE AND
101	Consiste Lones miner hyundary chance	Raterio	Tuesto of Rance Bank h	Admin	Available on Regimes	O.30 days	-	Stating been betashave may be anarologic reduce magain conting the collects. This is original down of the time of replacement.
1	Grazing lease major formshay chargo	Series	Director of Range Beauch	Admin	Nettfertime to Nemel	MacO Jays	ř,	A major benedany associated to vary rate action—vir instrume in seaso of base and altertification of new trape improvements would trape moved level of contrast and action of most action of most action of the contrast and action of the contrast action o
101	Grazioa Lenny Managarnere Plan	Lamp	Director or Range Branch	Oper	Nettienton	St days	1	fluctuag bene sappils ands tane i salestat a remagnation of plant for applicable by RINRO.
Ī	Amendment to Greating Louse Management Plan		Director of Range Branch	oper	Available on Request		-	
104	Range Improvements - Large Scale Developments	Range	Director of Rasgo Branch	Oper	Available on Request to Verification		_	Grazia genera grajik atternet edetat a managanina jalat Karaganena lyon RARO.
90	Range improvements - Small Scale Range Developments	Aures	Director of Range Brainch	Oper	Avadable on Request		H	
	RANGE TENTRE DECISIONS. Rasse Act.							
107	New range agreement (grazing herece) viscousy (relangueshed temas)	Kannya	Distract Manager	Adman	Nomen	1. days	1	through hermore are twanted for a 10 year forth, and are toy has called other). It years,
801	New range agreement New opportunity (prazing forested) from the proteins tensive to area?	Range	Dienel Muager	Admun	Normal	sique.	-	Grazing kennes an found for a 10 year form, and are replace the cents for years

As per Section 1.3 Thompson Okanagan Region - Zone B Decision List (Matrix) to be used in Zone B - Cascades and Chilcotin-Cariboo Districts

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The durant nature of the city freely the freely freely helds and the horsed determinant freely freely helds and the horsed determinant freely freely helds and the horsed determinant freely fr (for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21) In a speciment systed by the mission the decind manger may award a factor without aroung other applications. unced a skyler, may and from cot down prior Security in time field incontainment flowers growth and yield pleas transmitting. Sediment Source Assessments Computer Modelling & Magning Status hence and gramm person O to 30 days 50 days 0 to 30 days S.I days o to Inday 30 days b) days Available on Require Notification Available on Research (Administrative cals, no charmes in AUM) to Notification Claumer in NOTA) Numbel Available on Repres Available on Regiser Available on he Natification Nonfection EE Sewandship Contractasi Sewandship Ten Newardship Recretion Tenno 125 Fertilization Authority to Harvet Timber by Cown Agates 126 (See 5) of the IPPA) r ou Mimpement Treatments Recognition Robert American Spating Photograph Proceeding Proceedings Sectioned Source Americans Computer Modelling & Mapping Establishment of an interpo Ruccinition Site or a Roctor 128 FRPA, S Set 1303 116 boundary changes 117 New Range Use Plan Range Use Plan Anna 111 21 E 5 8 ā 110 = 2

As per Section 1.3 Thompson Okanagan Region - Zone B
Decision List (Matrix) to be used in Zone B - Cascades and Chilcotin-Cariboo Districts
(for decisions in Zone A - Sea to Sky. Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)

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(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)	Description of the Decision	Notificemes an interesting data, then personal mental according to the property of the data is an inflated centerly encountry. Nature Manace and the data is a related to the data of the data is a related to a strained from an included to the data of the data	Van), np. Januarin in vite, tend and treespreave. System	cheming engators embre 1804, for specific site of the annualter of sites of for a marker of disself-regular a whole defining	Роученняе пруку со бышка этема.	cates have are classified. Its addressives an account whiches is precentful tool.	Stategare fervis das utentres are Ascadal for the Registres	Vortus "Abra, cheal herioge courses have been destible to you of a postability fixed resource docessives and of consulting on the collectioned of insuperiors she receives nixe a received to a level of definition of sites not faults.	
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	Decision	Ď	å	5	8	Ē	ā	83	2

APPENDIX C Revenue Sharing Contribution Methodology

<u>Traditional Territory Forest Revenue Sharing Component</u>

- In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the Sea-to-Sky, the Sunshine Coast and the Cascades Natural Resource 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 Sea-to-Sky, the Sunshine Coast and the Cascades Natural Resource Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Lil'wat Nation's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Lil'wat Nation's Traditional Territory will be calculated by determining the percent of Lil'wat Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Sea-to-Sky, the Sunshine Coast and the Cascades Natural Resource 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 Lil'wat Nation as described in section 1.2 of this Appendix.
- 1.4 If Lil'wat Nation is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Lil'wat Nation as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

Direct Award Tenure Forest Revenue Sharing Component

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of Lil'wat Nation's Forest License A82250 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 Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Lil'wat Nation in any given full year under the Lil'wat Nation Forest and Range Opportunity Agreement ("the Annual Amount") and applying the following percentages to that Annual Amount:
 - 3.2.1 2016/17 BC Fiscal Year: 40 percent;
 - 3.2.2 2017/18 BC Fiscal Year: 40 percent; and
 - 3.2.3 2018/19 BC Fiscal Year: TBD percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2016/17 and 2017/18 under section 3.1 provides:
 - (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Lil'wat Nation Forest and Range Opportunity Agreement*, then Lil'wat Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2016/17 and 2017/18; and
 - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the Lil'wat Nation Forest and Range Opportunity Agreement, then Lil'wat Nation will receive an annual payment for BC fiscal Years 2016/17 and 2017/18 that is equal to the annual payment received under the Lil'wat Nation Forest and Range Opportunity Agreement.

APPENDIX D

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

APPENDIX E

Lil'wat Nation Statement of Community Priorities

(Example only)

Socio- economic	<i> </i>	Annual Amou	ınt	Specific Outcomes	Measurement Criteria	
Priority	2016/2017	2017/2018	2018/2019			
				12-M000		

2016/2017 Revenue Sharing Contribution \$410,033.

2017/2018 Revenue Sharing Contribution \$ To Be Determined

2018/2019 Revenue Sharing Contribution \$ To Be Determined

APPENDIX F

Lil'wat Nation Statement of Community Priorities

Annual Report

(Example only)

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

Confirmation

In accordance with section 8.2 of the Agreement, Lil'wat Nation confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

Signed this	day of	:
(Signature)		
(Name) On beh	alf of Lil'wat Na	tion