

**Union Bar First Nation
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")**

**Between:
Union Bar First Nation**

As Represented by
Chief and Council
(Union Bar, Union Bar First Nation)

And

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

(Collectively the "Parties")

WHEREAS:

- A. Union Bar First 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 Union Bar First Nation in its pursuit of activities to enhance the well being of its Members.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, 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 Union Bar First Nation having the form of Appendix D;

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

“Delegated Decision Maker” 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 Union Bar First Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

“Revenue Sharing Contribution” means each payment to be made by British Columbia to Union Bar First Nation under Article 3 of this Agreement;

"SEA" means a strategic engagement agreement between British Columbia and Union Bar First Nation that includes agreement on a consultation process between Union Bar First Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Union Bar First 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;

"Union Bar First Nation Map" means the traditional territory claimed by Union Bar First Nation located within British Columbia as identified by British Columbia and shown in bold black on the map attached in Appendix A.

"Zone A" in this Agreement, refers to the Chilliwack Natural Resource District - Coast Region as per The Union Bar First Nation Map, attached in Appendix A, page 15.

"Zone B" in this Agreement, refers to the Cascades Natural Resource District – Thomson Okanagan Region as per The Union Bar First Nation Map, attached in Appendix A, page 15.

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 – Union Bar First Nation Map;

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 Union Bar First 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 Union Bar First Nation's Aboriginal Interests resulting from forest and range resource development within the Traditional Territory and so that Union Bar First 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 Union Bar First Nation (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 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 **\$30,742** (*prorated amount*) the first instalment of which will be paid on or before September 30, 2015

if the Effective Date is prior to July 31st or on or before March 31, 2016 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 Union Bar First 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 Union Bar First Nation of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.
- 3.5 Amount agreed to.** Union Bar First 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 Union Bar First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Union Bar First Nation.
- 4.2 Election of Designate.** Union Bar First Nation may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:
- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
 - (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Union Bar First Nation and such appointment is confirmed by a Band Council Resolution of Union Bar First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Union Bar First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Union Bar First Nation or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Union Bar First Nation (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
- (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

4.5 Requirement to make a payment. British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Union Bar First Nation (or its Designate, as the case may be) has met the requirements set out in section 4.4.

ARTICLE 5 - CONDITIONS OF PAYMENT

5.1 Reporting 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) Union Bar First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Union Bar First 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 Union Bar First Nation pursuant to this Agreement is subject to:

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

ARTICLE 6 - CONSULTATION

6.1 Satisfaction of consultation obligations. 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 Union Bar First Nation's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.

6.2 Map may be shared. British Columbia may share the map attached as Appendix A 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 Union Bar First 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 Union Bar First 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 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 Union Bar First Nation to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, Union Bar First 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. Union Bar First 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. Union Bar First 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 Union Bar First Nation's Aboriginal Interests.

- 7.3 Where consultation process followed.** Union Bar First 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 Union Bar First Nation's Aboriginal Interests.

ARTICLE 8 - COMMUNITY PRIORITIES, ANNUAL REPORTS and RECORDS

- 8.1 Statement of Community Priorities.** Union Bar First 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, Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First Nation, or a legal entity controlled by the Union Bar First 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 Union Bar First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Union Bar First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Union Bar First Nation, or a legal entity controlled by the Union Bar First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Union Bar First 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.** Union Bar First 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.** Union Bar First 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 Union Bar First Nation regarding the interpretation of a provision of this Agreement:
- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
 - (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Union Bar First Nation; and
 - (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to 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 Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First 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 Union Bar First 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.

- 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 Union Bar First Nation's Aboriginal Interests;
 - (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, 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.** Union Bar First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.
- 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 Union Bar First 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 Union Bar First Nation.
- 17.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Union Bar First 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:

Union Bar First Nation



Chief Andrew (Andy) Alex

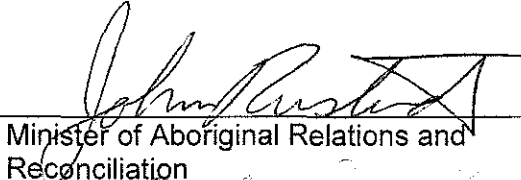
JULY 30, 2015
Date



Witness of Union Bar First Nation signatures

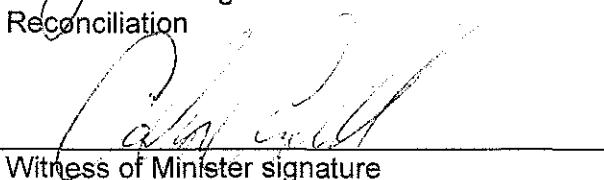
Signed on behalf of:

Government of British Columbia



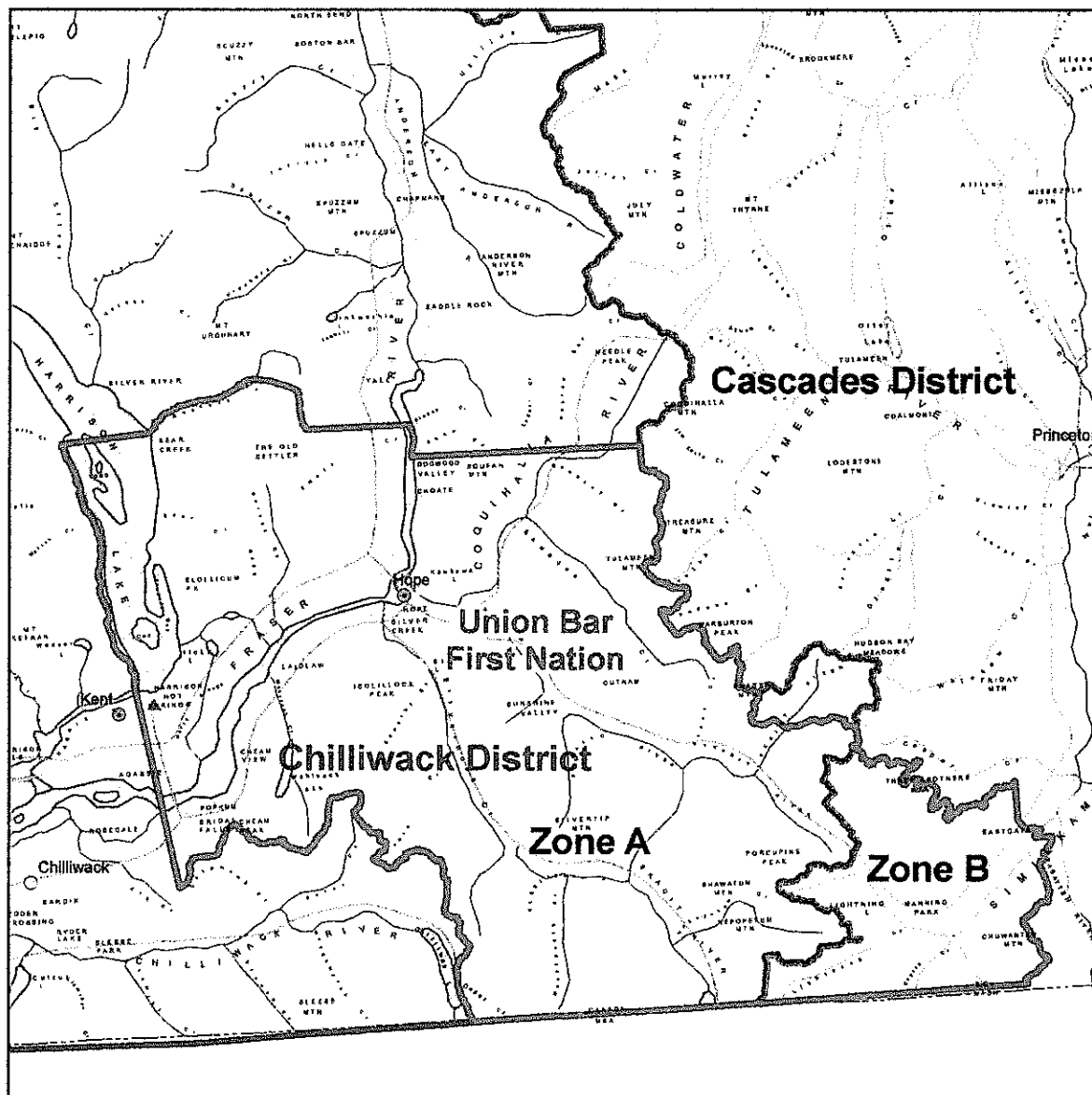
Minister of Aboriginal Relations and Reconciliation

Nov. 18, 2015
Date



Witness of Minister signature

Appendix A: Map of the Union Bar First Nation

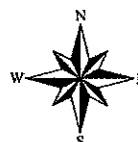


 Forest and Range Consultation and Revenue Sharing Agreement Boundary

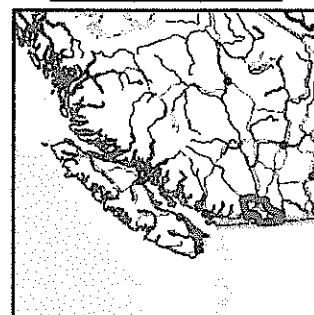
0 5 10 20 Kilometers

Date: July 17, 2015

This map has been prepared for information purposes only and is not intended to create, recognize, limit or deny any aboriginal rights, including title, that any First Nations may have, or impose any obligations on British Columbia or alter the legal status of resources within the Province or the existing legal authority of British Columbia.



Key Map



APPENDIX B

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

- 1.1 British Columbia will consult with Union Bar First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Union Bar First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Union Bar First Nation will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the 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 Chilliwack District – Zone A, will use the Annual List for Zone A, pages 19 to 22.
- 1.6 Operational and Administrative Decisions and Operational Plans that may require consultation in the Cascades District – Thompson Okanagan Region – Zone B, will use the Annual List for Zone B, pages 23 to 30.
- 1.7 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.
- 1.8 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 Union Bar First Nation during the current fiscal year, British Columbia will notify the Union Bar First Nation of those decisions or plans and the Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.

- 1.9 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 Union Bar First Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.10 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Union Bar First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Traditional Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.
- 1.11 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Union Bar First Nation and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may proceed to make a decision regarding the decision or plan.
- 1.12 The Parties agree that:
- 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;
 - 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
 - the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
1. Information Sharing: prior to formal consultation process	Proponent or tenure holder engages Union Bar First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Union Bar First Nation and provides summary of communications to British Columbia.

Level	Description	Intent
2. Available on Request	Type of notification whereby British Columbia informs Union Bar First Nation they will not be sending out information.	Union Bar First Nation can request from British Columbia more detailed information about decisions made at this level.
3. Notification	Notify in writing Union Bar First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Union Bar First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Union Bar First Nation of the final decision where requested by the Union Bar First 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 Union Bar First Nation with the final decision and rational in writing.

- 1.13 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.
- 1.14 Unless requested by the Union Bar First Nation, the Province is not obligated to inform the Union Bar First Nation of the Delegated Decision Maker's decision where the consultation level in respect of the proposed decision was level three (3) or lower.

<p style="text-align: center;">As per Section 1.3 Decision List to be used for decisions made in Zone A - Chilliwack District (for decisions in Zone B – Cascades District – Thompson Okanagan Region refer to Annual list on Page 23)</p>					
Decision Category	Decision	Delegated Decision Maker¹	Consultation Level	Consultation Period	Comments/Pending Decisions
ADMINISTRATIVE DECISIONS					
Allowable Annual Cut (AAC) at the Timber Supply Area	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
AAC	AAC apportionment	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
Tree Farm Licence (TFL)	Management plan approval	Deputy Chief Forester	3	21-30 days	
TFL	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
TFL	Deletion of Crown land	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
TFL	TFL consolidation, and subdivision	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
TFL	TFL replacement	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
TFL/ Forest Licence (FL)	Licence transfer	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
FL	Forest licence/Non-replaceable forest licence (NRFL) Issuance	Regional Executive Director	5	30-60 days	
FL	Forest licence/Non-replaceable forest licence (NRFL) extension	Regional Executive Director	3	21-30 days	
FL	FL consolidation, and subdivision	Regional Executive Director	3	21-30 days	
FL	FL replacement	Regional Executive Director	5	30-60 days	
Community Forest Agreement (CFA)	Timber supply reviews for AAC determination	Regional Executive Director	5	60 days	
CFA	CFA management plan approvals	Regional Executive Director	5	30-60 days	
CFA	CFA management plan amendments	Regional Executive Director	3	21-30 days	
CFA	Probationary CFA	Regional	3	21-30 days	

	transition into a CFA	Executive Director			
CFA	Boundary/Area amendment	Regional Executive Director (legislation indicates DM or RED but currently it is the RED)	3	21-30 days	
CFA/ Woodlot Licence (WL)	Establishment and advertising of WL area. Establishment of CFA area	District Manager	5	30-60 days	
WL	Timber supply reviews for AAC determination	District Manager	5	60 days	
WL	WL plan approvals	District Manager	5	30-60 days	
WL	WL plan amendments	District Manager	3	21-30 days	
WL	Boundary/Area amendment	District Manager	3	21-30 days	
WL	First Nations direct award of WL	District Manager	5	30-60 days	
Timber Licence (TL)/WL/Forestry Licence to Cut (FLTC)	Licence transfer	Regional Executive Director	3	21-30 days	
TL	Extension	Regional Executive Director	5	30-60 days	
First Nation Woodland Licence (FNWL)	FNWL through treaty or interim measures agreement	Regional Executive Director	3	21-30 days	
Land Act	Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Minister Forests, Lands and Natural Resource Operations or designate	5	30-60 days	
Land Act	<i>Land Act</i> tenure amendments related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Minister Forests, Lands and Natural Resource Operations or designate	3	21-30 days	
Special Use Permits (SUP)	Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	District Manager	5	30-60 days	
SUP	SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	District Manager	3	21-30 days	
Government Actions Regulation Orders (GARS)	Generally GARS serve to protect lands from development	District Manager	3	21-30 days	
Old Growth	Establishment of	District Manager	2	n/a	

Management Areas (OGMA)	OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands				
Old Growth Management Areas (OGMA)	Amendment of OGMA.	District Manager	2-3	0-30 Days	Licensee led information sharing according to the nature/significance of the amendment as per the consultation procedures. Supplemental consultation by MNRO may occur based on the outcome of licensee lead information sharing.
Recreation Sites and Trails (RST)	The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (Section 56 FRPA)	Sites and Trails BC Assistant Deputy Minister	3	21-30 days	
RST	Dis-establish recreation sites and trails	Sites and Trails BC Assistant Deputy Minister	2	0-30 days	
RST	Authorize trail construction (Section 57 FRPA)	Sites and Trails BC Regional Manager/ District Recreation Officer	3	21-30 days	
RST	Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use	Sites and Trails BC Regional Manager	1-2	0-30 days	
OPERATIONAL DECISIONS					
TFL/FL/CFA/WL /FNWL	Cutting permit (CP) issuance	District Manager	1-5	0-60 days	Supplemental consultation by FLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
TFL/FL/CFA/WL /FNWL	Road permit (RP) issuance	District Manager	1-5	0-60 days	Supplemental consultation by FLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
TFL/FL/CFA/WL /FNWL	CP/RP minor amendments	District Manager	1-2	10-30 days	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
BC Timber Sales (BCTS) TSL/RP	TSL/RP issuance	Timber Sales Manager	5	30-60 days	Consultation is done at the Operational Plan Review stage prior to Timber Sale Licence and Road Permit Issuance. Supplementary consultation is done when required as per the consultation procedures.
Road Use Permit (RUP) Issuance	RUP over existing Forest Service Roads for industrial use	District Manager	2-5	0-60 days	
Forest Stewardship Investment	Sustainable forest management planning; management unit and	District Manager	1-5	0-60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>

	watershed level strategies/plans; resource inventories; monitoring; decision support; stand treatments; recreation, etc. Intended to improve the economic and ecological stability of the forest land base				
Free Use Permits	Free Use Permits for First Nations' traditional and cultural activities	District Manager	2	n/a	
Misc. Forest Tenure	Authority to harvest timber by Crown agents. (<i>Forest Act</i> Sec 52) May be used FSR realignments, hell pad clearing for BCTS, research branch destructive sampling, and parks staff	District Manager and Timber Sales Manager	2	n/a	
Misc. Forest Tenure	Permit to grow and/or harvest Christmas trees on Crown land. Often in association with compatible land use such as BC Hydro power line right of ways	District Manager	2	n/a	
Occupant Licence to Cut (OLTC,) /FLTC	Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails)	District Manager and Regional Executive Director	2	n/a	
FLTC	Salvage permit (i.e. commercial operators seeking cedar)	District Manager	3	21-30 days	
OLTC/ FLTC	Community wildfire protection.(FLTC) Non-emergency licence to cut for wildfire prevention	Regional Executive Director	3	21-30 days	
OLTC/ FLTC	OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	District Manager	2	n/a	
OLTC/ FLTC	Forestry licence to cut issuance by BC Timber Sales	Timber Sales Manager	2	n/a	
OPERATIONAL PLANS					
TFL/FL/CFA/WL /FNWL	Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP	District Manager	5	30-60 days	Supplemental consultation by FLNRO may occur based on the outcome of licensee lead information sharing.
TFL/FL/CFA/WL /FNWL	FSP and WLP extensions	District Manager	3	21-30 days	
Range Tenure	Range use plan or stewardship plan issuance	District Manager	5	30-60 days	
Range Tenure	Range use plan or range stewardship plan extensions	District Manager	3	21-30 days	

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (1, 2, 3, 4, 5)	Description of the Decision
FOREST ACT ADMINISTRATIVE DECISIONS								
1	Timber Supply Review (TSR) Allowable Annual Cut (AAC)	Sewardship	Chief Forester	Admin	Normal to Deep Strategic Nature	60 days	L	The Chief Forester must determine an allowable annual cut (AAC) at least every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year. There are 4 steps for an AAC determination: data package, Timber Supply Review (TSR) area analysis report and discussion paper, public review and AAC rationale statement and summary of public input. Typically, an AAC process takes 20 months. The Province engages with First Nations at the announcement of AAC and during the 4 phases of the AAC determination. The Strategic nature refers to the complexity of the decision and because of the complexity of the default consultation level will most likely exceed 60 days. The Thompson River and Cascade districts have completed the TSR process for the Kamloops TSA and Merrim TSA.
2	Allowable Annual Cut Appointment (TSA)	Tenure	Minister	Admin	Normal to Deep Strategic Nature	60 days	L	The appointment decision is a process of allocating the AAC volume to the various categories of forest agreements specified within 12 of the Forest Act and this process follows an AAC determination. The AAC determination and the AAC volume that can be allocated to various categories of forest agreements. Volume is determined by the Forest Agreement (FA), Forest License (FL), Forest License Amendment (FLA), Forest License Renewal (FLR), Forest License Transfer (FLT), Woodlot License (WL), Community Forest Agreement (CFA), First Nation Woodlot License (FNWL) and Forest Service Reserve (FSR). Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period will most likely exceed 60 days.
3	Innovative Forest Practices Forestry Plan and Allowable Annual Cut Increase	Stewardship	Regional Executive Director	Admin	Normal to Deep Strategic Nature	60 days	L	After approving a person's forestry plan, the minister may increase the allowable annual cut authorized in the person's license or agreement referred to in subsection (2) (b) by an amount that is justified according to timber supply analysis methodology approved by the chief forester or the chief forester's designee. The Okanagan Shuswap District anticipates a decision on the Okanagan RPA.
4	Non-Replaceable Forest License (NREL) Issuance	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The Thompson River district anticipates a decision on the factor RPA.
5	Non-Replaceable Forest License (NREL) License Amendment	Regional Executive Director	Admin	Admin	Notification to Normal	30 to 60 days	L	Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
6	New Replaceable Forest License (RFL) Issuance	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	M	The Thompson River district anticipates a decision on the factor RPA.
7	Consolidation of volume based licenses within TSA	Tenure	Regional Executive Director	Admin	Notification - One license Normal - Multi Licenses	60 days	L	Typically, NREL amendments are for minor area changes and changes to the condition of the license.
8	Subdivision of volume based licenses within a TSA	Tenure	Regional Executive Director	Admin	Notification - One license Normal - Multi Licenses	30 to 60 days	L	RFL licenses are implementation of the disposition plan and disposition decisions. The appointment and disposition decisions are made by the Minister, therefore the consultation at this stage is about who the license is. At the time of an appointment decision, RFL's are proposed to be for the entire TSA and consistent with the appointment consultation process. If there is a significant change to the area from the appointment consultation process, then a normal consultation level applies.
9	FL Replacement	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The Minister may refuse a license unless the licensee agrees it. A license can be suspended if it does not meet the condition of the license such as non payment to the Crown. Failure to the Establishment of a Free Growing Stand.
10	Transfer of AAC between TSA (s.18 of the Forest Act)	Tenure	Regional Executive Director	Admin	Normal	60 days	L	Transfer of AAC between TSAs

As per Section 1.3 Thompson Okanagan Region - Zone B
Decision List (Matrix) to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Position	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (1-3 Mths)	Description of the Decision
12	Transfer of AAC between licenses within a TSA (S. 19 of the Cut Control Regulation)	Timber	Minister	Admin	Available on Request to Notification		L to N	Authorizing harvested timber volume from one license to another license (except for woodlots). Government does not control where a license holder specifically harvests within a TSA. In some TSAs, replacement license holders agree to concentrate their harvest in specific areas (operating area agreements). Operating areas are not legal and therefore not enforceable. The Minister may authorize a license holder to harvest timber in a specific area within their license if the volume within their license is small and/or they are not very involved in the forest sector.
13	Transfer of Forest License (except for woodlots)	Timber	Minister	Admin	Notification to Normal	30 - 60 days	L	The Minister (or Regional Director) may transfer an agreement to another person. Both parties have to inform the government of the transfer. The Minister must be satisfied the transfer will not affect the standing timber. Forest objectives with the transfer of a license are not affected. First Nations are concerned about potentially their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
14	ROAD PERMIT INSURANCE Forest Service Road Deactivation	Timber	District Manager	Admin	Available on Request to Notification	0-30 days	L	Government must deactivate a road if it is not being maintained. Many of these roads are owned by both British Columbia and First Nations. If necessary, the deactivation of the road is subject to the liability of the First Nations. First Nations want to be advised of deactivation activities because it may affect their access to hunting and/or food gathering areas. To date, all terms vehicle access will be maintained.
15	Road Use Permit	Engineering Timber	District Manager and Timber Sales Manager	Admin	Available on Request		H	Road Use Permits are based on existing previously built roads. Road use permits ensure maintenance obligations are assigned to the primary user.
16	Road Permit	BCCTS	Timber Sales Manager	Admin	Normal	60 days	H	Authorizes the construction of a road or maintenance of an existing road on Crown Land. BCCTS does not use the CTRP process but consults on road permits.
17	Road Permit (RP) Low Level of Assessment	Engineering Timber	District Manager	Admin	Available on Request		H	Authorizes the construction of a road or maintenance of an existing road on Crown Land. District staff review of the information sharing completed by proponents and/or as Aboriginal interests have been addressed with appropriate accommodations or mitigations.
18	Road Permit (RP) Medium to High Level Assessment	Engineering Timber	District Manager	Admin	Notification to Deep	10 to 60 days	L	Authorizes the construction of a road or maintenance of an existing road on Crown Land. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.
19	Road Permit Amendment	Engineering Timber	District Manager	Admin	Available on Request to Deep	Varies considerably from 10 days expedited time frame to 60 days	H	Principles of the CTRP process apply.
20	Forest Tenure Decision: MLC	Timber	Minister	Admin	Normal	30 to 60 days	L	See 7.5.9 of the Forest Act for forest licenses or Timber Sales License.
21	Conversion of Major Timber Sale License Exemptions to Cut Control Limits for Forest Health Purposes	Timber	Regional Executive Director	Admin	Available on Request		M	Tree for personal use, FA S 48 - GSH For First Nations Cultural Use
22	Free Use Permit Issuance or Cultural Use	Timber	District Manager	Admin	Available on Request to Notification	0-30 days	VL	The Minister may authorize agents of government to harvest <u>non-marketable</u> Crown timber or to use and occupy Crown land in a Provincial Forest. Any harvestable trees will be authorized under a Forest License to Cut or an Occupation License to Cut.
23	Authority to Harvest Timber by Crown Agents (Sec 21 of the Forest Act)	Timber or Recreation	District Manager, Timber Sales Manager	Admin	Available on Request to Notification	0-30 days	L	The Minister may authorize agents of government to harvest <u>non-marketable</u> Crown timber or to use and occupy Crown land in a Provincial Forest. Any harvestable trees will be authorized under a Forest License to Cut or an Occupation License to Cut.
24	Permit to grow and/or harvest X-Trees on Crown Land (Commercial Scale)	Timber	District Manager	Admin	Available on Request		L	These licenses are issued to applicants who have the right of occupation over an area and want to cut down trees. The legal right of occupation can come in form as a lease, a license, a permit, a special use permit, a highway permit and road use permit. Activities requiring the harvested trees with any commercial value will require a license to cut or a forest license to cut.
25	LICENSE TO CUT: Occupation, Timber Export, Occupancy License to Cut	Timber or Recreation	District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification	0 - 30 days	N	Examples are: Tree for cutdowns, MOH.
26	Master License to Cut	Timber	District Manager and Regional Executive Director	Admin	Available on Request to Notification	0 - 30 days	L	These licenses are issued to applicants who have the right of occupation over an area and want to cut down trees. The legal right of occupation can come in form as a lease, a license, a permit, a special use permit, a highway permit and road use permit. Activities requiring the harvested trees with any commercial value will require a license to cut or a forest license to cut.
27	Forest License to Cut (FLTC) Issuance for small scale salvage	Timber or Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification (if new in progress)	0 - 30 days	H	Ready for cut, fire or logging activities and roads to access these activities. Section 17 of the Oil and Gas Commission (OGC) Act provides authority for OGC to issue Master License to Cut and associated CPE. FLNRO no longer issues MLTC and related CPE.
28	(a) Intermediate Salvage Plan (ISLP)	Timber or Recreation	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	FLTC grants the right to harvest and/or remove timber from specified areas. Small scale salvage, firewood, fence post. FLTC may be issued up to 2,000 cubic meters (m3). The consultation process for ISLP program varies amongst district offices.
29	(b) Community Wildlife Protection (FLTC)	Timber	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	AAC is between 2000 to 5000 m3 and the objective is to address land management.
30	Forest License to Cut, Issuance by TIC Timber Sales	BCCTS	Timber Sales Manager	Admin	Available on Request to Normal	0 - 30 days	VL	
31	FOREST FARM LICENSE (FFL)							

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades Districts
(for decisions in Zone A - Shillwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (1-3M)	Description of the Decision
31	Timber Supply Review and Allowable Annual Cut (AAC) Determination	Stewardship	Chief Forester	Admin	Normal to Deep	60 days	L	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year for a TFL.
32	AAC Determination	Stewardship	Chief Forester	Admin	Normal to Deep	30 days	L	Licenses request materials to the Chief Forester to prepare AAC determination because nothing has changed in TFL.
33	New TFL license	Tenure	Minister	Admin	Normal to Deep	60 days	L	Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
34	Disposition of Unsettled Volumes	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The RED may consider disposing some or all of the unharvested volumes via a TFL, TC, a TSE, or a NPSL to someone other than the TFL holder.
35	Management Plan Approval	Tenure	Chief Forester	Admin	Available on Request		L	A management plan provides a brief history of the TFL, a list of publicly available planning documents applicable of the TFL and a timber supply analysis. The Chief Forester makes a determination on the AAC.
36	Conversion of TFL into a Community Forest	Tenure	Minister	Admin	Notification	30 days	VL	
37	TFL Review Consultation	Tenure	Minister	Admin	Normal	60 days	L	
38	TFL Subdivision	Tenure	Minister	Admin	Notification	30 days	L	Allows the Minister, with the consent of the TFL holder to amend a single TFL into one or more TFLs held by the same entity.
39	TFL Surrender	Tenure	Minister	Admin	Notification	30 days	L	The holder of one or more free term licenses may apply to the Minister to surrender all or part of the TFL. The Minister may then grant a forest license of comparable volume with a Timber Supply Area.
40	TFL Transfer	Tenure	Minister	Admin	Notification	30 days	L	The holder of an agreement (free term license) may transfer an agreement to another person. Both parties have to inform the government of the transfer. Any private land associated with the TFL remains subject to the TFL. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially their relationship and the sharing of sensitive cultural information with a post license. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
41	Deletion of Crown Land	Tenure	Minister	Admin	Normal	60 days	L	The Minister may order the deletion of Crown land from a TFL if the deletion does not affect the AAC of the license. As well, the Minister may order the deletion from a TFL area from Crown land if it is for the access purpose or for another purpose.
42	Removal of BCFS areas/volumes from TFL	Tenure	Minister	Admin	Normal	60 days	L	The Minister must replace a license unless the licensee denies it. A license can be suspended if it does not meet the condition of the license such as non payment to the Crown, failing to be established of a Free Growing Stand.
43	Removal of Private Land	Tenure	Minister	Admin	Normal	60 days	L	Community Forest Agreements are identified in the appointment decision.
44	COMMUNITY FOREST AGREEMENTS	Tenure	Minister	Admin	Available on Request		L	CFA as stipulated in a TSA appointment decision.
45	Initiative to apply for Community Forest	Tenure	District Manager	Admin	Normal to Deep	60 days	L	CFA identifies the area to support a community forest agreement.
46	Identification of Community Forest Agreement	Tenure	Minister	Admin	Normal		L	
47	Community Forest Agreement Offer Proposer's application is received by Region and Region recommends to Minister	Tenure	Minister	Admin	Available on Request	0 to 30 days	L	CFA grants exclusive right to harvest an AAC in a specific area.
48	Community Forest Agreement Management Plan approval and assessment and license issuance (MP includes a TSE)	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 60 days	L	The Minister must replace a license unless the licensee denies it. A license can be suspended if it does not meet the condition of the license such as non payment to the Crown, failing to be established of a Free Growing Stand.
49	Boundary Area Alteration	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 30 days	L	
50	Replacement - Community Forest Agreement	Tenure	District Manager	Admin	Notification	30 days	L	
51	Prohibition/Community Forest Agreement transition into a Community Forest Agreement	Tenure	Regional Executive Director	Admin	Available on Request - Notification	0-30 days	L	
52	FIRST NATION WOODLAND LICENSE	Tenure	District Manager	Admin	Normal to Deep	60 days	L to M	First Nation and government sign an FFWL which supports a FFWL. FFWL identifies an area to support a First Nation Woodland License.
53	First Nation Woodland License (FWL)	Tenure	Minister	Admin	Available on Request to Normal	0 to 60 days	L to M	FWL grants exclusive right to harvest timber in a specified area. FWL may include private or reserve land and give to its holder the right to harvest, manage and change fees for botanical products and other prescribed products.

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Deviation of the Decision
	Boundary Amendment	Tenure	Regional Executive Director	Admin	Available on Request < than 10% of the area Notification > than 10% of the area	0 to 30 days	L	
54	FN Woodlot License Replacement	Tenure	Regional Executive Director	Admin	Notification	30 days	L to M	The Minister must replace a license unless the license holder is a licensee of the Crown. A licensee can be suspended if it does not meet the conditions of the license such as non-payment to the Crown, failing to establish a Fire Growing Stand.
55	WOODLOT LICENSES AAC exemption to address for forest health catastrophic event (section 75.2 of the Forest Act)	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 to 30 days	L	
56	Development and advertisement and award of a new woodlot license (WL)	Tenure	District Manager	Admin	Normal to Deep	60 days	L	A WL has a term up to 20 years which grants exclusive rights to harvest in AAC in a specified area and manage forests in a specified area. A WL may include private land or reserve lands. A WL may be competitively or directly awarded. Consider doing CTR assessments prior to advertising the woodlot.
57	Direct award of woodlot to First Nations through interim measures agreement. (Either a new woodlot or adding an area to an existing woodlot)	Tenure	Executive Regional Manager	Admin	Normal to Deep	30 days	L	A WL grants exclusive rights to harvest in AAC in a specified area and manage forests in a specified area. A WL may include private land, reserve land. A WL may be directly awarded pursuant to an interim measures agreement. A new woodlot's volume are derived from the opportunity decision.
58	Replacement of a woodlot license to current WL holder and no expansion of size Replacement of a woodlot license, to current WL holder and no expansion size	Tenure	District Manager Regional Executive Manager	Admin	Notification	30 days	M	During the 5 month period following the final award of an existing woodlot license, the minister must offer in tender a replacement for the woodlot license. A license can be suspended if it does not meet the conditions of the license such as non-payment to the Crown, failing to establish a Fire Growing Stand.
59	Boundary area amendment to increase Crown land only for FN direct award licenses (7.1 WL regulation)	Tenure	Regional Executive Manager	Admin	Available on Request < than 10% of the area Notification > than 10% of the area	0 to 30 days	L	
60	Minor (UP to 10% of original woodlot license area) increase in Crown land area	Tenure	District Manager	Admin	Available on Request	0 to 30 days	L	
61	Disposition of private land from a Woodlot License (may include exchange and/or addition)	Tenure	Regional Executive Director	Admin	Available on Request		L	Criteria for private land removal are: Licenses must be in good standing with government (stampage, waste, annual, rent are up to date). No significant contravention of forest legislation. The WL holder has held the woodlot license (WL) for a period of at least 10 years and the proposed private land deletion has been in the WL for 10 years. The WL holder has notified and advertised as required their intention to remove the private land from the WL, and has satisfied the decision maker that all inquiries directly pertaining to the private land proposed for deletion have been adequately addressed. Access to Crown land via existing roads on the proposed private land has been adequately addressed. Private land removed from an existing WL held by a person, partnership, or corporation cannot be used by that person, partnership, corporation, the spouse or immediate family of that person, or a partnership or corporation affiliated with the original owner to apply on new woodlot license opportunities.
62	Deletion of Crown land from a woodlot license	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 to 30 days	L	
63	Consolidation of 2 Woodlot Licenses	Tenure	District Manager	Admin	Available on Request		L	Under the Forest Act, section 44, 51 a woodlot license may not be entered into with an applicant that it use a corporation if any of the following apply: after applicant under 2 or more licenses
64	Woodlot License Plan	Tenure	District Manager	Oper	Notification	30 days	M	
65	Woodlot License Plan Amendment	Tenure	District Manager	Oper	Available on Request		M	
66	New Management Plan or Amendments	Tenure	District Manager	Admin	Available on Request		L	Woodlot Management Plan holder inventories, management objectives (utilization of timber resources, protection and conservation of non-timber values and resources, forest fire prevention and suppression, forest health, silviculture and road construction, maintenance and observation) and proposes an AAC.
67	Boundary amendment to increase Crown land only for FN direct award licenses (7.1 WL regulation)	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 to 30 days		
68								

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades Districts
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (U./M.)	Description of the Decision
69	One CP for the Crown land portion of the woodlot license	Timber Stewardship	District Manager	Admin	Available on Request to Notification	0-30 days	M	Government can issue one CP on the entire Crown land portion of the WL, commonly referred to as Schedule B lands. The following criteria apply to this decision. Approved Woodlot License Plan. Cutting permit being applied for is on timber cuts District Manager is satisfied that adequate First Nations consultation for the area has occurred The WLCP has been approved by the District Manager The woodlot license should be issued Consultation process may vary from district to district.
70	FOREST RANCH AND FSP ACT - Operational Plan - Forest Stewardship and Woodlot License Plan (FSP) (see section 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.1, 69.2, 69.3, 69.4, 69.5, 69.6, 69.7, 69.8, 69.9, 70.1, 70.2, 70.3, 70.4, 70.5, 70.6, 70.7, 70.8, 70.9, 71.1, 71.2, 71.3, 71.4, 71.5, 71.6, 71.7, 71.8, 71.9, 72.1, 72.2, 72.3, 72.4, 72.5, 72.6, 72.7, 72.8, 72.9, 73.1, 73.2, 73.3, 73.4, 73.5, 73.6, 73.7, 73.8, 73.9, 74.1, 74.2, 74.3, 74.4, 74.5, 74.6, 74.7, 74.8, 74.9, 75.1, 75.2, 75.3, 75.4, 75.5, 75.6, 75.7, 75.8, 75.9, 76.1, 76.2, 76.3, 76.4, 76.5, 76.6, 76.7, 76.8, 76.9, 77.1, 77.2, 77.3, 77.4, 77.5, 77.6, 77.7, 77.8, 77.9, 78.1, 78.2, 78.3, 78.4, 78.5, 78.6, 78.7, 78.8, 78.9, 79.1, 79.2, 79.3, 79.4, 79.5, 79.6, 79.7, 79.8, 79.9, 80.1, 80.2, 80.3, 80.4, 80.5, 80.6, 80.7, 80.8, 80.9, 81.1, 81.2, 81.3, 81.4, 81.5, 81.6, 81.7, 81.8, 81.9, 82.1, 82.2, 82.3, 82.4, 82.5, 82.6, 82.7, 82.8, 82.9, 83.1, 83.2, 83.3, 83.4, 83.5, 83.6, 83.7, 83.8, 83.9, 84.1, 84.2, 84.3, 84.4, 84.5, 84.6, 84.7, 84.8, 84.9, 85.1, 85.2, 85.3, 85.4, 85.5, 85.6, 85.7, 85.8, 85.9, 86.1, 86.2, 86.3, 86.4, 86.5, 86.6, 86.7, 86.8, 86.9, 87.1, 87.2, 87.3, 87.4, 87.5, 87.6, 87.7, 87.8, 87.9, 88.1, 88.2, 88.3, 88.4, 88.5, 88.6, 88.7, 88.8, 88.9, 89.1, 89.2, 89.3, 89.4, 89.5, 89.6, 89.7, 89.8, 89.9, 90.1, 90.2, 90.3, 90.4, 90.5, 90.6, 90.7, 90.8, 90.9, 91.1, 91.2, 91.3, 91.4, 91.5, 91.6, 91.7, 91.8, 91.9, 92.1, 92.2, 92.3, 92.4, 92.5, 92.6, 92.7, 92.8, 92.9, 93.1, 93.2, 93.3, 93.4, 93.5, 93.6, 93.7, 93.8, 93.9, 94.1, 94.2, 94.3, 94.4, 94.5, 94.6, 94.7, 94.8, 94.9, 95.1, 95.2, 95.3, 95.4, 95.5, 95.6, 95.7, 95.8, 95.9, 96.1, 96.2, 96.3, 96.4, 96.5, 96.6, 96.7, 96.8, 96.9, 97.1, 97.2, 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.9, 98.1, 98.2, 98.3, 98.4, 98.5, 98.6, 98.7, 98.8, 98.9, 99.1, 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9, 100.1, 100.2, 100.3, 100.4, 100.5, 100.6, 100.7, 100.8, 100.9, 101.1, 101.2, 101.3, 101.4, 101.5, 101.6, 101.7, 101.8, 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As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Involved Manager	Category	Default Consultative Level	Default Consultation Period	Frequency of Decision (L-M-H)	Description of the Decision
86	Forest Stewardship Plan Extensions	Tenure	District Manager	Admin	Notification to Normal	30 - 60 days	M	FSP extension is with extending the date of an FSP only. No changes are made to the FSP.
87	Silviculture Prescription (See Sec 12 of the Forest Practices Code of BC Act)	Tenure	District Manager	Operational	Available on Request		L	
88	Cutting Permit Issuance (Woodland, Master License to Cut)	Tenure	District Manager	Operational	Available on Request to Deep	0 to 30 days	M	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area.
89	CP - Low Level of Assessment	Tenure	District Manager	Corrective	Available on Request	10 to 60 days	L	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area. District staff review of the information during completed by the person/tenure holder. CP is a cutting authority which grants a right to cut and/or remove timber from a specific area. District staff review of the information during completed by the person/tenure holder. CP is a cutting authority which grants a right to cut and/or remove timber from a specific area. District staff review of the information during completed by the person/tenure holder.
90	CP - Moderate to High Level of Assessment	Tenure	District Manager	Corrective	Notification to Deep	10 to 60 days	L	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area. District staff review of the information during completed by the person/tenure holder. CP is a cutting authority which grants a right to cut and/or remove timber from a specific area. District staff review of the information during completed by the person/tenure holder.
91	CP - High Level of Assessment	Tenure	District Manager	Corrective	Available on Request to Deep	Varies considerably from 10 days depending on time and complexity	L	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area. District staff review of the information during completed by the person/tenure holder. CP is a cutting authority which grants a right to cut and/or remove timber from a specific area. District staff review of the information during completed by the person/tenure holder.
92	Forest Practice Code Act - Provisions Based on Regulation	Tenure	District Manager	Admin	Available on Request to Deep	0 to 60 days	M	
93	Timber Sale License (TSL) Development to License	BCCTS	Timber Sales Manager	Admin	Normal to Deep	60 days	M-H	A TSL is a cutting authority developed by BC Timber Sales for future auction which grants a right to cut and/or remove Crown timber from a specific area. Timber Sales would conduct a public tender process and provide recommendations to the TSO regarding the adequacy of Aboriginal interest identification and appropriate accommodations for identified Aboriginal interest.
94	Timber Sale License (TSL) Issuance	Timber Sales Manager	Timber Sales Manager	Admin	Available on request to Notification	0 to 10 days	M-H	TSL grants the right to harvest a volume of timber in a specified area or purchase logs. Issued only by BCCTS via a competitive auction.
95	Conversion of Replaceable Timber Sale License	Tenure	Regional Executive Director	Admin	Notification - Normal	30 to 60 days	VL	
96	Forest Practice Code Act - Provisions Based on Regulation	Tenure	Regional Executive Director	Admin	Normal	60 days	M	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
97	Chemical Treatment/Fertilization	Stewardship	Regional Executive Director	Admin/Oper	Normal	60 days	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
98	Non-Chemical treatments (e.g. Biological - BIL, Bio-fertilizer treatments (K-near)	Stewardship	Regional Executive Director	Admin/Oper	Available on Request		L	
99	Range Health	Range	Director of Range Branch	Admin	Normal	60 days	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
100	Range Grazing Lease Replacement (existing tenures received) Land Act, Section 11	Range	Director of Range Branch	Admin	Normal	60 days	L	Grazing leases are a 21 year tenure issued under the Land Act. New leases are not available. The existing lease may be renewed. Suggest normal consultation unless there is a clause specific to FNs interests allowing them to access to practice their rights. This is moving up from notification because of the clause found in many leases entitles the grazing lease holder the right to quiet enjoyment. This clause is specific to FNs people as most grazing leases are in low lands where FNs need to practice their rights of gathering, hunting, berry picking, etc. Much of their best lands are now private property and so FNs want to ensure they have continued access to the lease areas to practice their traditional rights.
101	Grazing Lease minor boundary change	Range	Director of Range Branch	Admin	Available on Request	0-30 days	L	Grazing lease boundaries may be amended to reduce/enhance existing use conflicts. This is usually done at the time of replacement.
102	Grazing Lease major boundary change	Range	Director of Range Branch	Admin	Notification to Normal	30-60 days	VL	A major boundary amendment is very rare action. An increase in size of a lease and identification of new range improvements would trigger normal level of consultation.
103	Grazing Lease Management Plan	Range	Director of Range Branch	Oper	Notification	30 days	L	Grazing lease applicants must submit a management plan for approval by FINRO.
104	Amendment to Grazing Lease Management Plan	Range	Director of Range Branch	Oper	Available on Request		L	
105	Range Improvements - Large Scale Development	Range	Director of Range Branch	Oper	Available on Request to Notification		L	Grazing lease applicants must submit a management plan for approval by FINRO.
106	Range Improvements - Small Scale Range Development	Range	Director of Range Branch	Oper	Available on Request		H	
107	Range Grazing Lease Development	Range	Director of Range Branch	Oper	Available on Request		L	Grazing leases are issued for a 10 year term, and are replaceable every 10 years.
108	Range Grazing Lease Development	Range	Director of Range Branch	Oper	Available on Request		L	Grazing leases are issued for a 10 year term, and are replaceable every 10 years.

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) for 2015/16 to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Detail Consultation Period	Frequency of Decision (1-5 M)	Description of the Decision
109	Range Improvements - Large Scale Development	District Manager	Admin	Admin	Available on Request to Notification	0 to 30 days	L	Grazing licence and grazing permit
110	Direct award of new range agreement to Band as part of herdsmen replacement agreement	Range	Minister	Admin	Normal	60 days	L	Upon agreement agreed by the minister, the district manager may award a licence without involving other applications.
	Range agreement replacement (grazing licence) (existing licence renewal)	Range	District Manager	Admin	Notification	30 days	H	During the 6 months beginning on the eighth anniversary of a licence, the district manager must offer in writing to the holder of the licence a replacement for it. No changes can be made to this area, AUM or tonnes.
111	Range 1 Year Grazing Permit Issuance	Range	District Manager	Admin	Available on Request		L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM.
112	Range 1 Year Grazing Permit Issuance	Range	District Manager	Admin	Notification	30 days	L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM. Grazing permits may be replaced up to 3 times.
113	Range AUM Adjustment	Range	District Manager	Admin	Available on Request (Administrative only, no changes in AUM) to Notification (Changes in AUM)	0 to 30 days	M	The district manager may increase the AUM for a specified year.
114	Range Use Plan Amendment	Range	District Manager	Admin	Available on Request	0 to 30 days	M	
115	Range Use Plan Amendment	Range	District Manager	Admin	Available on Request to Notification	0 to 30 days	L	Range use plans describe plan communities and the actions that will be taken to establish or maintain them, range medicines criteria and stubble heights.
116	Range Agreement review and major amendments, boundary changes	Range	District Manager	Admin	Notification	30 to 60 days	M	Minor amendments are described as range improvements or developments.
117	New Range Use Plan or Stewardship Plan	Range	District Manager	Oper	Available on Request	20 days	H	The initiator must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
118	Range Improvement	Range	District Manager	Admin	Notification	20 days	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
119	Range Development - small scale	Range	District Manager	Admin	Available on Request		H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
120	LAND BASE INVENTORY (INFORMATION SHARING MATRIX)	Stewardship	Contractual	Oper	Available on Request		L to H	Annual Work Plan, Land Base Investment Plan policy animal prescriptions to provide a 15 day notification for: - survey an area - field reconnaissance - inventory, growth and yield plots - monitoring - Sediment Source Assessments - Computer Modelling & Mapping
121	Land Based Treatments Low Level	Stewardship	Contractual	Oper	Available on Request		M	Influencing maintenance required for safety and environmental protection
122	Land Based Treatments Moderate Level	Stewardship	Contractual	Oper	Notification	30 days	M	Annual work plan, prep and treatment description.
123	Land Based Treatments High Level	Stewardship	Contractual	Oper	Normal	60 days	M	A regime of treatments focused on improving ecosystem form and function, often including the re-introduction of fire management on the landscape.
124	Fire Prevention	Stewardship	Contractual	Oper	Normal	60 days	L	Application of nutrients (e.g. Urea) annually, manually, to promote growth of conifers.
125	Fire Prevention	Stewardship	Contractual	Oper	Available on Request	0 to 30 days	L	This decision relates to the harvest of trees for standing timber, forest health and the hazard abatement activities. Most of time, this applies to a previously disturbed area.
126	Wildfire Management Plan	Stewardship	Policy	Policy	Notification to Normal	30 - 60 days	L	The purpose of the Management Plan (MP) is to provide support to decision makers for integrated wildfire fire response and resource management activities. These plans must ensure adequate resources are available to respond to wildfire incidents and effective procedures to reduce the risk of wildfire. The purpose of the MP is to provide support to decision makers for integrated wildfire fire response and resource management activities. These plans must ensure adequate resources are available to respond to wildfire incidents and effective procedures to reduce the risk of wildfire. The purpose of the MP is to provide support to decision makers for integrated wildfire fire response and resource management activities. These plans must ensure adequate resources are available to respond to wildfire incidents and effective procedures to reduce the risk of wildfire.
127	RECREATION	Recreation	Assistant Deputy Minister, Interpretive Resource Operations	Oper	Normal	60 days	L	Deep consultation - When there is presence of high Aboriginal interests such as evidence of a village site.
128	Establishment of an Interpretive Forest Site, Recreation Site or a Recreation Trail (FEPA, S-30(148))	Recreation	Assistant Deputy Minister, Interpretive Resource Operations	Oper	Normal	60 days	L	

As per Section 1.3 Thompson Okanagan Region - Zone B
Decisions List (Matrix) for 2015/16 to be used in Zone B - Cascades District
(for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (1/3, 1/6)	Description of the Decision
129	Changing the boundaries of managed sites or trails (FRPA, S.56(1b))	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	30 days	L	Notification - Administrative data clean up such as when a recreation site is incorrectly mapped (physical location is not reflected correctly on a map). Normal - When an archaeological or cultural heritage resource is affected.
130	Establishing a Site/Trail/Trails Zone (FRPA, S.56 (1)(c))	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	30 days	L	Varying (increase) a site, trail and interpretive forest
131	Establishment of Objectives for an Interpretive Forest site, recreation site or trail (FRPA, S.56 (1))	Recreation	Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails	Admin	Notification	30 days	L	Creating objectives under FRPA for specific site or for a number of sites or for a number of sites throughout a whole district.
132	Allowing trail or recreation facility construction (within Land Designation) (FRPA S.57)	Recreation	Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails, Recreation Officer	Oper	Normal	60 days	L	Proposed apply to build trail.
133	Protection of Recreation Resources on Crown Land to protect a recreation resource or manage a public recreation use (FRPA S.58).	Recreation	Regional Executive Director, District Manager, Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails	Oper	Notification	30 days	L	Often there are closures. Examples are old trails to non-motorized vehicles or present trail bed.
133	Third Party Agreements to manage or maintain a site, trail or IPS (partnership agreement and/or service contracts)	Third Party Agreements to manage or maintain a site, trail or IPS (partnership agreement and/or service contracts)	Oper	Available on Request	L	L	L	Strategic level discussions are Available on Request.
134	Third Party Agreement to undertake a major capital project of a Site, Trail or Interpretive Forest (FRPA, S.118(2)(d))	Recreation	Recreation Officer	Oper	Notification to Normal	30 days	L	Normal - When cultural heritage resources have been identified as part of a preliminary field resource assessment and/or as part of consulting on the establishment of interpretive site, recreation site or a recreation trail (establishment of sites and trails).
135	Identification of a Recreation Resource Feature under a Government Action Regulation Order (FRPA, regulation S.1 (1) and (2))	Recreation	Minister	Admin	Notification	30 days	L	

APPENDIX C

Revenue Sharing Contribution Methodology

Traditional Territory Forest Revenue Sharing Component

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the Chilliwack Natural Resource 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 Chilliwack Natural Resource 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 Union Bar First 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 Union Bar First Nation's Traditional Territory will be calculated by determining the percent of Union Bar First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Chilliwack Natural Resource 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 Union Bar First Nation as described in section 1.2 of this Appendix.
- 1.4 If Union Bar First Nation is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Union Bar First 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 Union Bar First Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year.
- 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 Union Bar First Nation in any given full year under the *Union Bar First Nation Interim Agreement on Forest and Range Opportunities* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2015/16 BC Fiscal Year: N/A percent; and
- 3.2.2 2016/17 BC Fiscal Year: N/A percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
- (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 *Union Bar First Nation Interim Agreement on Forest and Range Opportunities*, then Union Bar First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16; 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 *Union Bar First Nation Interim Agreement on Forest and Range Opportunities*, then Union Bar First Nation will receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Union Bar First Nation Interim Agreement on Forest and Range Opportunities*.

APPENDIX D

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

APPENDIX E

Union Bar First Nation Statement of Community Priorities

(Example only)

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2015/2016	2016/2017	2017/2018		

APPENDIX F

Union Bar First Nation Statement of Community Priorities

Annual Report

(Example only)

Socio-economic Priority	2015/2016 Planned Expenditures	2015/2016 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation

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

Signed this _____ day of _____:

(Signature)

(Name) On behalf of Union Bar First Nation