

**Shxw'ōwhámel First Nation  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the "Agreement")**

**Between:  
Shxw'ōwhámel First Nation**

As Represented by  
Si:yam Council  
(Shxw'ōwhámel, Shxw'ōwhámel 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. Shxw'ōwhámel First Nation has Aboriginal Interests within the Tiyt Tribe Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Tiyt Tribe 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 Tiyt Tribe Traditional Territory and to assist Shxw'ōwhámel 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 Shxw’ōwhámel 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;

**“Eligible Volume”** means the volume of Crown timber provided to Sq’èwlets First Nation in a Direct Award tenure under Section 47.3 of the *Forest Act*, originating from the volume reallocation of the *Forestry Revitalization Act* (Bill 28), that is appraised through the Market Pricing System;

**“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 Shxw’ōwhámel 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 Shxw’ōwhámel First Nation under Article 3 of this Agreement;

**“SEA”** means a strategic engagement agreement between British Columbia and Shxw’ōwhámel First Nation that includes agreement on a consultation process between Shxw’ōwhámel First Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Shxw’ōwhámel 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;

**“Traditional Territory”** means the Tiyt Tribe Traditional Territory claimed by Shxw’ōwhámel First Nation located within British Columbia as identified by Shxw’ōwhámel First Nation and shown in bold black on the map attached in Appendix A.

**“Zone A”** in this Agreement, refers to the Chilliwack and the Sea to Sky Natural Resource Districts - Coast Region as per The Shxw’ōwhámel First Nation First Nation Tiyt Tribe Traditional Territory 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 Shxw’ōwhámel First Nation First Nation Tiyt Tribe Traditional Territory Map, attached in Appendix A, page 15.

**“Consultation Area”** means, for the purpose of this Agreement, the area shown as “Shxw’ōwhámel First Nation Forest and Range Consultation Area Boundary” as per The Shxw’ōwhámel First Nation Tiyt Tribe Traditional Territory Map, attached in Appendix A, page 15.

**“Forest Revenue Sharing Area”** means, for the purpose of this Agreement, the area shown as “Shxw’ōwhámel First Nation Core Territory Revenue Sharing Area Boundary” as per The Shxw’ōwhámel First Nation Tiyt Tribe Traditional Territory 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 - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate;

Appendix E - Statement of Community Priorities Format; and,

Appendix F- Annual Report.

## **ARTICLE 2 - PURPOSE AND OBJECTIVES**

**2.1 Purpose and objectives.** The purposes and objectives of this Agreement are:

- (a) to establish a consultation process through which the Parties will meet their respective consultation obligations in relation to potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Shxw'ówhámel 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 Shxw'ówhámel First Nation's Aboriginal Interests resulting from forest and range resource development within the Tiyt Tribe Traditional Territory and so that Shxw'ówhámel 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 Tiyt Tribe 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 Shxw'ōwhámel 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 30<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.
- 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 **\$2,930.08** (*amount prorated to one month, March 2019 in which the new agreement is in effect in the 2018/19 Fiscal Year and \$35,161 per year in the 2019/20 Fiscal Period*) the first instalment of which will be paid on or before March 31, 2019 if the Effective Date is prior to July 31<sup>st</sup> 2019, or on or before September 30, 2019 if the Effective Date is after July 31<sup>st</sup> 2019.
- 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 Shxw'ōwhámel 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 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Shxw'ōwhámel 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.** Shxw'ōwhámel 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 Shxw'ōwhámel First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Shxw'ōwhámel First Nation.
- 4.2 Election of Designate.** Shxw'ōwhámel 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 Shxw'ōwhámel First Nation and such appointment is confirmed by a Band Council Resolution of Shxw'ōwhámel First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Shxw'ōwhámel First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Shxw'ōwhámel First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Shxw'ōwhámel 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 Shxw'ōwhámel 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) Shxw'ōwhámel 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) Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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, including digital versions of the map, 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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, Shxw'ōwhámel 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.** Shxw'ōwhámel 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.** Shxw'ōwhámel 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 Shxw'ōwhámel First Nation's Aboriginal Interests.

**7.3 Where consultation process followed.** Shxw'ōwhámel 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 Shxw'ōwhámel First Nation's Aboriginal Interests.

## **ARTICLE 8 - COMMUNITY PRIORITIES, ANNUAL REPORTS and RECORDS**

**8.1 Statement of Community Priorities.** Shxw'ōwhámel 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, Shxw'owhámel 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 Shxw'owhámel 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 Shxw'owhámel 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 Shxw'owhámel 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 Shxw'owhámel First Nation, or a legal entity controlled by the Shxw'owhámel 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 Shxw'owhámel First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Shxw'owhámel First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Shxw'owhámel First Nation, or a legal entity controlled by the Shxw'owhámel First Nation, and British Columbia.
- 10.2 Notice.** British Columbia will notify Shxw'owhámel 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.** Shxw'ōwhámel 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.** Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 Shxw'ōwhámel 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 one (1) year 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 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 Shxw'ōwhámel 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.

## **ARTICLE 16 - NOTICE and DELIVERY**

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

if to British Columbia:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria B.C. V8W 9B1  
Telephone: (250) 356-1394  
Fax: (250) 387-6594

and if to the Shxw'ōwhámel First Nation:

Si:yam Council  
Shxw'ōwhámel First Nation First Nation  
58700-A St. Elmo Road  
Hope, BC V0X 1L2  
Telephone: (604) 869-2627  
Fax: (604) 869-9903

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

## ARTICLE 17 - GENERAL PROVISIONS

- 17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 17.2 Not a Treaty.** This Agreement does not:
- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
  - (b) affirm, recognize, abrogate or derogate from any Shxw'ōwhámel First Nation's Aboriginal Interests.
- 17.3 No Admissions.** Nothing in this Agreement will be construed as:
- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Shxw'ōwhámel First Nation's Aboriginal Interests;
  - (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
  - (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.
- 17.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 17.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.
- 17.6 Assignment.** Shxw'ōwhámel 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 Shxw'ōwhámel First Nation has Aboriginal Interests within the Tiyt Tribe 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 Shxw'ōwhámel First Nation.

**17.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Shxw'ōwhámel 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.

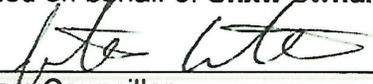
**17.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.

**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.

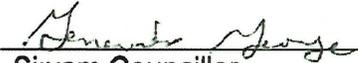
**17.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of **Shxw'owhámel First Nation:**

  
\_\_\_\_\_  
Si:yam Councillor

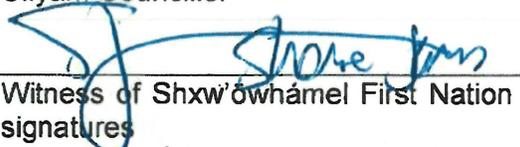
  
\_\_\_\_\_  
Si:yam Councillor

  
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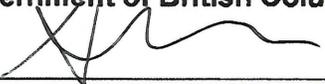
  
\_\_\_\_\_  
Si:yam Councillor

\_\_\_\_\_  
Si:yam Councillor

  
\_\_\_\_\_  
Witness of Shxw'owhámel First Nation signatures

March 22, 2019  
Date:

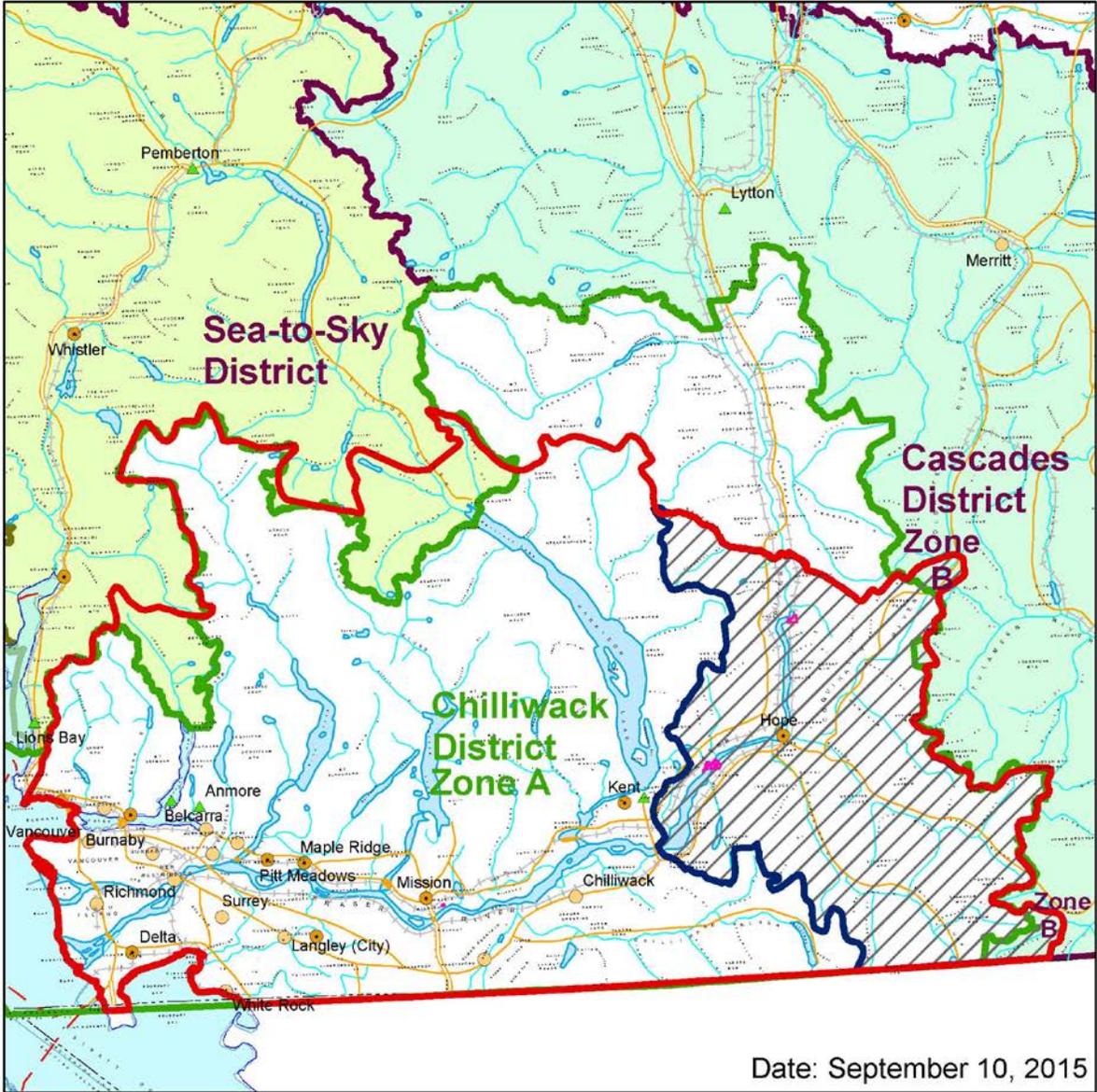
Signed on behalf of:  
**Government of British Columbia**

  
\_\_\_\_\_  
Minister of Indigenous Relations and Reconciliation

April 1, 2019  
Date

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

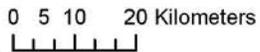
# Appendix A: Map of the Shxw'ówhámel First Nation Traditional Territory



Date: September 10, 2015

- Shxw'ówhámel First Nation Forest and Range Consultation Area Boundary
- Shxw'ówhámel First Nation Core Territory Revenue Sharing Area Boundary
- Chilliwack Natural Resource District - Zone A
- Cascades Natural Resource District - Zone B
- Sea to Sky Natural Resource District
- Shxw'owhamel First Nation Indian Reserves IR

### Key Map



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.

## **APPENDIX B**

### **Consultation Process for Administrative and/or Operational and Operational Plans within Shxw'ówhámel First Nation Tiyt Tribe Traditional Territory**

- 1.1 British Columbia will consult with Shxw'ówhámel First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Shxw'ówhámel First Nation's Aboriginal Interests within the Tiyt Tribe Traditional Territory, in accordance with this Appendix B.
- 1.2 Shxw'ówhámel 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 Tiyt Tribe 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 and the Sea to Sky Natural Resource District – Zone A, will use the Annual List for Zone A, pages 20 to 24.
- 1.6 Operational and Administrative Decisions and Operational Plans that may require consultation in the Cascades Natural Resource District – Thompson Okanagan Region – Zone B, will use the Annual List for Zone B, pages 25 to 32.
- 1.7 If on or before January 31<sup>st</sup> 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 31<sup>st</sup> 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 Tiyt Tribe Traditional Territory of Shxw'ówhámel First Nation during the current fiscal year, British Columbia will notify the Shxw'ówhámel 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 Shxw'ōwhámel 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, Shxw'ōwhámel 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 Tiyt Tribe 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 Shxw'ōwhámel 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:
- (a) as set out in the table below (the "Matrix") there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
  - (b) subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and
  - (c) the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Proponent or tenure holder engages Shxw'ōwhámel 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 Shxw'ōwhámel First Nation and provides summary of communications to British Columbia.

<b>Level</b>	<b>Description</b>	<b>Intent</b>
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Shxw'owhámel First Nation they will not be sending out information.	Shxw'owhámel First Nation can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing Shxw'owhámel First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Shxw'owhámel 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.
<b>4. Expedited Consultation Process</b>	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
<b>5. Normal Consultation</b>	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Shxw'owhámel First Nation of the final decision where requested by the Shxw'owhámel First Nation.
<b>6. Deep Consultation</b>	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant Aboriginal Interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Shxw'owhámel 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 Shxw'owhámel First Nation, the Province is not obligated to inform the Shxw'owhámel 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.

<b>As per Section 1.3</b>					
<b>Decision List to be used for decisions made in Zone A - Chilliwack &amp; Sea to Sky Districts</b>					
(for decisions in Zone B – Cascades District – Thompson Okanagan Region refer to Annual list on Page 25-32)					
Decision Category	Decision	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments/Pending Decisions
<b>ADMINISTRATIVE DECISIONS</b>					
<b>Allowable Annual Cut (AAC) at the Timber Supply Area</b>	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
<b>AAC</b>	AAC apportionment	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
<b>Tree Farm Licence (TFL)</b>	Management plan approval	Deputy Chief Forester	3	21-30 days	
<b>TFL</b>	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
<b>TFL</b>	Deletion of Crown land	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
<b>TFL</b>	TFL consolidation, and subdivision	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
<b>TFL</b>	TFL replacement	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
<b>TFL/ Forest Licence (FL)</b>	Licence transfer	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
<b>FL</b>	Forest licence/Non-replaceable forest licence (NRFL) Issuance	Regional Executive Director	5	30-60 days	
<b>FL</b>	Forest licence/Non-replaceable forest licence (NRFL) extension	Regional Executive Director	3	21-30 days	
<b>FL</b>	FL consolidation, and subdivision	Regional Executive Director	3	21-30 days	
<b>FL</b>	FL replacement	Regional Executive Director	5	30-60 days	
<b>Community Forest Agreement (CFA)</b>	Timber supply reviews for AAC determination	Regional Executive Director	5	60 days	
<b>CFA</b>	CFA management plan approvals	Regional Executive Director	5	30-60 days	
<b>CFA</b>	CFA management plan amendments	Regional Executive Director	3	21-30 days	

Decision Category	Decision	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments/Pending Decisions
CFA	Probationary CFA transition into a CFA	Regional Executive Director	3	21-30 days	
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	

Decision Category	Decision	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments/Pending Decisions
<b>Government Actions Regulation Orders (GARS)</b>	Generally GARS serve to protect lands from development	District Manager	3	21-30 days	
<b>Old Growth Management Areas (OGMA)</b>	Establishment of OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	District Manager	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>	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.
<b>Recreation Sites and Trails (RST)</b>	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	
<b>RST</b>	Dis-establish recreation sites and trails	Sites and Trails BC Assistant Deputy Minister	2	0-30 days	
<b>RST</b>	Authorize trail construction (Section 57 FRPA)	Sites and Trails BC Regional Manager/ District Recreation Officer	3	21-30 days	
<b>RST</b>	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	
<b>OPERATIONAL DECISIONS</b>					
<b>TFL/FL/CFAWL /FNWL</b>	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.
<b>TFL/FL/CFAWL /FNWL</b>	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.
<b>TFL/FL/CFAWL /FNWL</b>	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.

Decision Category	Decision	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments/Pending Decisions
<b>BC Timber Sales (BCTS) TSL/RP</b>	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.
<b>Road Use Permit (RUP) Issuance</b>	RUP over existing Forest Service Roads for industrial use	District Manager	2-5	0-60 days	
<b>Forest Stewardship Investment</b>	Sustainable forest management planning; management unit and 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	District Manager	1-5	0-60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
<b>Free Use Permits</b>	Free Use Permits for First Nations' traditional and cultural activities	District Manager	2	n/a	
<b>Misc. Forest Tenure</b>	Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52) May be used FSR realignments, heli pad clearing for BCTS, research branch destructive sampling, and parks staff	District Manager and Timber Sales Manager	2	n/a	
<b>Misc. Forest Tenure</b>	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	
<b>Occupant Licence to Cut (OLTC,)/FLTC</b>	Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails)	District Manager and Regional Executive Director	2	n/a	
<b>FLTC</b>	Salvage permit (i.e. commercial operators seeking cedar)	District Manager	3	21-30 days	
<b>OLTC/ FLTC</b>	Community wildfire protection.(FLTC) Non-emergency licence to cut for wildfire prevention	Regional Executive Director	3	21-30 days	
<b>OLTC/ FLTC</b>	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	

<b>Decision Category</b>	<b>Decision</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Comments/Pending Decisions</b>
<b>OLTC/ FLTC</b>	Forestry licence to cut issuance by BC Timber Sales	Timber Sales Manager	2	n/a	
<b>OPERATIONAL PLANS</b>					
<b>TFL/FL/CFAWL /FNWL</b>	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.
<b>TFL/FL/CFAWL /FNWL</b>	FSP and WLP extensions	District Manager	3	21-30 days	
<b>Range Tenure</b>	Range use plan or stewardship plan issuance	District Manager	5	30-60 days	
<b>Range Tenure</b>	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 (L/M/H)	Description of the Decision
	<b>FOREST ACT ADMINISTRATIVE DECISIONS</b>							
	Timber Supply Review (TSR) Allowable Annual Cut (AAC)	Stewardship	Chief Forester	Admin	Normal to Deep Strategic Nature	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. 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 unannounced AAC and during the 4 phases of the AAC determination. The Strategic nature refers to the complexity of the decision and because of this complexity the default consultation level will most likely exceed 60 days. The Thompson River and Cascades districts have commenced the TSR process for the Kamloppo TSA and Merritt TSAs.
1	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 will influence the amount of volume that can be allocated to various volume categories. Volume increase categories include Forest License (FL), Non-Replaceable Forest License (NREL), British Columbia Timber Sale (BCTS), Timber Sale License (TSL), Woodlot License (WL), Community Forest Agreement (CFA), First Nations 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.
								Appointment Info: <a href="http://www.for.gov.bc.ca/hlt/timber_licenses/support/announcements.htm">http://www.for.gov.bc.ca/hlt/timber_licenses/support/announcements.htm</a>
2	Allowable Annual Cut Disposition (TSA)	Tenure	Regional Executive Director	Admin	Normal to Deep Strategic Nature	60 days	L	The disposition plan identifies how uncommitted and/or unused or undercut volume will be disposed of. The decision is not a statutory decision. Typically, the plan identifies competitive NRELS and direct award NRELS. From time to time, the Regional Executive Director (RED) will amend the disposition plan to consider unused and/or undercut volumes. The AAC determination and appointment decision will influence the disposition plan. Strategic nature refers to the complexity of the decision and because of this complexity, the engagement 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 forest's forestry plan, the minister may increase the allowable annual cut authorized in the person's license or agreement referred to in subsection (2) (a) by an amount that is justified according to further supply analysis methodology approved by the chief forester or the chief forester's designate. The Okanagan Shuswap District anticipates a decision on the Okanagan IFPA. The Thompson River district anticipates a decision on the Interfor IFPA.
4	<b>FOREST LICENSE</b>							Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
	Non-Replaceable Forest License (NREL) Issuance/Tenure	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The disposition plan identifies competitive NRELS and direct award NRELS. NREL grants the rights to harvest an AAC in a specified TSA. NRELS can be awarded competitively or directly, awarded. Typically, NREL forest licenses are awarded for a 5 year term.
5	Non-Replaceable Forest License (NREL) Issuance Amendment	Regional Executive Director	Admin	Admin	Notification to Normal	30 to 60 days	L	Typically, NREL amendments are for minor area changes and changes to the condition of the license.
6	New Replaceable Forest License (REL) (mostly First Nations)	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	M	REL issuances are implementation of the disposition plan and appointment decisions. The appointment and disposition decisions consider licenses. Therefore, the consultation at this stage is about who the licensee is. At the time of appointment decision, REL's are presumed 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 may be appropriate.
7	Consolidation of volume based licenses within TSA	Tenure	Regional Executive Director	Admin	Notification - One licensee Normal - Multi Licensees	60 days	L	The minister may refuse a consolidation of volume based license if the minister considers this decision would compromise forest management.
8	Subdivision of volume based licenses within a TSA	Tenure	Regional Executive Director	Admin	Notification - One licensee Normal - Multi Licensees	30 to 60 days	L	The minister may refuse a subdivision of volume based license if the minister considers this decision would compromise forest management. With the subdivision of volume based license, 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.
9	FL Replacement	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The Minister must replace a license unless the licensor 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 the Establishment of a Free Growing Stand.
10	Transfer of AAC between TSA (S18 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	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
12	Transfer of AAC between licenses within a TSA (S. 18 of the CMA Control Regulation)	Tenure	Minister	Admin	Available on Request to Notification	30 - 60 days	L to M	Attributing harvested timber volume from one license to another license (except for woodlots). Government does control where a license holder specifically harvests within a TSA. In some TSAs, replaceable license holders agree to concentrate their harvest in specific areas titled "operating area agreements". Operating areas are not legal and therefore not enforceable. Many First Nations receiving a direct award license will use this section of the <i>Forest Act</i> because the volume within their license is small and/or they are not very involved in the forest sector.
13	Transfer of Forest Licenses (except for woodlots)	Tenure	Minister	Admin	Notification to Normal	30 - 60 days	L	The holder of an agreement (forest license) 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 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 past license. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
14	<b>ROAD PERMIT ISSUANCE</b> Forest Service Road Deactivation	Tenure	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 grown in with brush. Major culverts are removed, and if necessary, the clearing width of the road is utilized to reduce the likelihood of materially adverse effects. 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 terrain vehicle access will be maintained.
15	Road Use Permit	Engineering, Tenure	District Manager and Timber Sales Manager	Admin	Available on Request	60 days	H	Road Use Permits are issued on existing previously built roads. Road use permits ensure maintenance obligations are assigned to the primary user.
16	Road Permit (RP)	Engineering, Tenure	District Manager	Admin	Normal	60 days	H	Authorises the construction of a road or maintenance of an existing road on Crown Land. BCTS does use the CPRRP process but consults on road permits.
17	Road Permit (RP) Low Level of Assessment	Engineering, Tenure	District Manager	Admin	Available on Request	60 days	H	Authorises the construction of a road or maintenance of an existing road on Crown Land. District staff review of the information submitted by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
18	Road Permit (RP) Moderate to High Levels Assessment	Engineering, Tenure	District Manager	Admin	Notification to Deep	10 to 60 days	L	Authorises the construction of a road or maintenance of an existing road on Crown Land. District staff review of the information submitted 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, Tenure	District Manager	Admin	Available on Request to Deep	Varies considerably from 10 days expeditious time frame to 60 days	H	Principles of the CPRRP process apply.
20	<b>Forest Tenure Decisions - Misc.</b> Conversion of Major Timber Sale Licenses	Tenure	Minister	Admin	Normal	30 to 60 days	L	
21	Exemptions to Cut Control Limits for Forest Health Purposes	Tenure	Regional Executive Director	Admin	Available on Request	30 to 60 days	M	Sec 75.9 of the Forest Act for forest licenses or Timber Sales License
22	Free Use Permit issuance or Cultural Use	Tenure	District Manager	Admin	Available on Request to Notification	0-30 days	VL	Trees for personal use, FAS 48 - GH) For First Nation Cultural Use
23	Authority to Harvest Timber by Crown Agents (Sec 52 of the Forest Act)	Tenure or Recreation	District Manager, Timber Sales Manager	Admin	Available on Request to Notification	0-30 days	L	The Minister may authorise agents of government to harvest <b>non-merchantable</b> Crown timber or to use and occupy Crown land in a Provincial Forest. Any merchantable trees will be authorized under a Forest License to Cut or an Occupation License to Cut.
24	Permits to grow and/or harvest X-Trees on Crown Land (Commercial Scale)	Tenure	District Manager	Admin	Available on Request	0-30 days	L	
25	<b>LICENSE TO CUT - Occupation, Master License, Forestry and Fire Supply Licenses to Cut</b> Occupant License to Cut	Tenure Recreation	District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification	0 - 30 days	M	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 Land Act permit, special use permit, highway's permit and road use permit. Activities requiring the harvest trees with any commercial value will require a license to cut or a forest license to cut. Examples are: Telus for cell towers, MOTH.
26	Master License to Cut	Tenure	District Manager and Regional Executive Director	Admin	Available on Request to Notification (notification if it has an impact)	0 - 30 days	L	Mainly for oil, gas or pipeline 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 CPs. FLNRO no longer issues MLTC and related CPs.
27	Forest License to Cut (FLTC) issuance for small scale salvage	Tenure Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Normal	0 - 30 days	H	FLTC grants the right to harvest and/or remove timber from specified areas. Small scale salvage, firewood, fence post. FLTC may be issued up to 2,000 cubic metres (m3). The consultation process for SSS program varies amongst district offices.
28	(a) Intermediate Salvage Pilot (ILTC)	Tenure Recreation	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	AAAC as between 2000 to 5000 (m3)
29	(b) Community Wildlife Protection (FLTC)	Tenure	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	AAAC is between 2000 to 5000 m3 and the objective is to address fuel management.
30	Forest License to Cut issuance by BCT Timber Sales	BCTIS	Timber Sales Manager	Admin	Available on Request to Normal	0 - 30 days	VL	
30	<b>TREE FARM LICENSE (TFL)</b>							

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 (L,M,H)	Description of the Decision
31	Timber Supply Review and Allowable Annual Cut (AAC) Determination	Stewardship	Chief Forester	Admin	Normal to Deep Strategic nature	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	Notification	30 days	L	Licensee request/rationale to the Chief Forester to postpone AAC determination because nothing has changed in TFL.
33	New TFL licence	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 Undercut 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 F.T.C., a T.S.I., or a NRPL, to someone other than the TFL holder.
35	Management Plan Approval	Tenure	Chief Forester	Admin	Available on Request	30 days	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 Agreement (CFA)	Tenure	Minister	Admin	Notification	30 days	VL	
37	TFL licence consolidation	Tenure	Minister	Admin	Normal	60 days	L	
37	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.
38	TFL Surrender	Tenure	Minister	Admin	Notification	30 days	L	The holder of one or more tree farm 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.
39	TFL Transfer	Tenure	Minister	Admin	Notification	30 days	L	The holder of an agreement (tree farm 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 past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
40	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.
41	Removal of BCFS area volume from TFL	Tenure	Minister	Admin	Normal	60 days	L	
42	TFL Replacement	Tenure	Minister	Admin	Normal	60 days	L	The Minister must replace a license unless the licensor 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 the Establishment of a Free Growing Stand.
43	Removal of Private Land	Tenure	Minister	Admin	Normal	60 days	L	
44	COMMUNITY FOREST AGREEMENTS	Tenure	Minister	Admin	Available on Request	60 days	L	Community Forest Agreements are identified in the appointment decision. CFAs are tied to a TSA appointment decision.
45	Invitation to apply for Community Forest Agreement (CFA) Minister	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 area and District Manager approval (unless the decision of the area is made at higher level)	Tenure Stewardship	Minister	Admin	Available on Request	0 - 30 days	L	
47	Community Forest Agreement Offer Proponent's application is received by Region and Region recommend to Minister	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 60 days	L	CFA grants exclusive right to harvest an AAC in a specific area.
48	Community Forest Agreement Management Plan approval and amendments and license issuance (MP includes a TSR)	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 30 days	L	
49	Boundary Area Amendment	Tenure	District Manager	Admin	Notification	30 days	L	The Minister must replace a license unless the licensor 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 the Establishment of a Free Growing Stand.
50	Replacement - Community Forest Agreement	Tenure	Regional Executive Director	Admin	Available on Request - Notification	6-30 days	L	
51	Probitary Community Forest Agreement transition into a Community Forest Agreement	Tenure	Regional Executive Director	Admin	Normal to Deep	60 days	L to M	First Nation and government sign an PTOA which supports a FNWL. FNWL identifies an area to support a First Nation Woodland Licence.
52	FIRST NATION WOODLAND LICENCE Identification of First Nation Woodland Licence Agreement (FNWL) area and District Manager Approval (unless the decision of the area is made at a higher level)	Tenure	District Manager	Admin	Available on Request to Normal	0 to 60 days	L to M	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products.
53	First Nation Woodland Licence (FNWL) Management Plan approval and license issuance	Tenure	Minister	Admin	Available on Request to Normal	0 to 60 days	L to M	

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 Consideration Level	Default Constitution Period	Frequency of Decision (L,M,H)	Description 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 Woodlands License Replacement	Tenure	Regional Executive Director	Admin	Notification	30 days	L to M	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 the Establishment of a Free Growing Stand.
55	<b>WOODLOT LICENCE</b> AAC exemption to address for forest health catastrophic events (Section 75.9 of the Forest Act)	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0-30 days	L	
56	Development and advertisement and award of a new woodlot licence (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 an AAC in a specified area and manage forests in a specified area. A WL may include private land or reserve lands. A WL may be competitively or directly awarded. Consider doing CHR assessments prior to advertising the woodlot.
57	Direct award of woodlot to First Nations through interim measure 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 an 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 measure agreement. A new woodlot's volume are derived from the appointment decision.
58	Replacement of a woodlot licence, to current WL holder and no expansion of size Replacement of a woodlot licence, to current WL FN holder and no expansion size	Tenure	District Manager	Admin	Notification	30 days	M	During the 6 month period following the ninth anniversary of an existing woodlot licence, the minister must offer its holder a replacement for the woodlot licence. A licence can be suspended if it does not meet the conditions of the license such as non payment to the Crown, failing to Established a Free Growing Stand.
59	Boundary area amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Tenure	Regional Executive Manager	Admin	Available on Request < than 10% of the area Notification > than 10% of the area	0-30 days	L	
60	Minor (UP to 10% of original woodlot licence area) increase in Crown land area	Tenure	District Manager	Admin	Available on Request		L	
61	Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	Tenure	Regional Executive Director	Admin	Available on Request		L	Criteria for private land removal are: Licensee must be in good standing with government: (stumpage, waste, annual, rent are up to date). No significant contravention of forest legislations. Licensee has held the woodlot licence (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 licence opportunities.
62	Deletion of Crown land from a woodlot licence	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 - 30 days	L	
63	Consolidation of 2 Woodlot Licences	Tenure	District Manager	Admin	Available on Request		L	Under the Forest Act, section 44, 5.1 a woodlot licence may not be entered into with an applicant that is not a corporation if any of the following apply: a)the applicant holds 2 or more licences.
64	Woodlot Licence Plan	Tenure	District Manager	Oper	Notification	30 days	M	
65	Woodlot Licence 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 includes inventories, management objectives (utilisation of timber resources, protection and conservation of non timber values and resources, forest fire prevention and suppression, forest health, silviculture and road construction, maintenance and destruction) and propose an AAC.
67	Boundary amendment to increase Crown land only for FN direct award licences (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 (L,M,H)	Description of the Decision
69	One CP for the Crown land portion of the woodlot licence	Tenure	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 Licence Plan, Cutting permit being applied for is on tabled rates District Manager is satisfied that adequate First Nations consultation for the area has occurred. The WLP/CHR should reflect a commitment to share information with First Nations within a reasonable timeline and if First Nation requests a CHR assessment, then the woodlot licence should carry out the assessment. Consultation process may vary from district to district.
	<b>FOREST RANGE and PRACTICES ACT - Operational Plans - Forest Stewardship and Woodlot Licence Plans (applies to EL, NREI, TSI, FN Woodlands Licence, Community Forest Agreement, Woodlot Licence and TEL tenure agreements)</b>							
	Forest Stewardship Plan (FSP)	Tenure Stewardship	Regional Executive Manager, District Manager	Oper	Normal	60 days	M	A FSP shows areas on a map where a forest licensee may carry out forest development activities over a period of five years. The areas included in the FSP are called Forest Development Units. The FSP also states results, strategies and measures that a forest licensee will achieve to be consistent with set government objectives. The FSP does not authorise any harvest. Proponent must make reasonable effort to meet with First Nations groups affected by the plan to discuss the plan. In many circumstances, the FSP will not show road and block locations. First Nations often request the licensee to share the location of proposed blocks and road after the FSP has been approved.
70	<b>FSP Amendments (outlining approval see below 1 to 6)</b>	Tenure Stewardship	District Manager	Oper			M-H	
71	1 - Addition of a new forest development unit	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	M	The consultation level will be dependent on the size and location of the Forest Development Unit (FDU). In many circumstances, FDUs cover a large geographic area without specific, road and block information. It is common practice for forest licensees to share more details about their operations after the Forest Stewardship Plan is approved.
72	2 - A material change to an existing forest development unit	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	Materiality is defined as substantial or important. In the application of forest activities, if something is material, then it would cause a ordinary person to change their decision.
73	3 - An intended change to result or strategy in section 12.2 to 12.5 of the FSP (Results and Strategies instead of the practice requirements (details) for soils, wildlife and biodiversity objectives at the stand level)	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
74	4 - A result or strategy, in respect of which a remediation order under section 74 of FRPA is outstanding	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
75	5 - A change to the regeneration date, fire growing date, fire growing height or stocking standards that apply to an area in a manner that would be a significant departure from what was originally approved in the plan	Tenure Stewardship	District Manager	Oper	Available on Request		M	
76	6 - A matter referred to in section (9) of FRPA (see section "FSP Mandatory Amendments")	Tenure Stewardship	District Manager	Oper	Available on Request		L	
77	7 - Adding or Removing a Party from an FSP, Adding or Removing a licence from an FSP, Transferring a licence to an Existing FSP	Tenure Stewardship	District Manager	Oper	Available on Request to Notification	0 to 30 days	M	
78	<b>FSP Mandatory Amendments (Section 8 of FRPA) (See below 1 to 6)</b>	Tenure Stewardship	District Manager	Oper			L	
79	1 - An enactment applicable to the forest development unit is made or amended	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
80	2 - An objective set by government applicable to the forest development unit is established, varied or cancelled under FRPA	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
81	3 - If specific, by regulation, another objective applicable to the forest development unit is varied or cancelled by order under FRPA	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
82	4 - A result or strategy, in respect of which a remediation order under section 74 of FRPA is outstanding	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
83	5 - Timber is in the vicinity of the forest development unit has suffered catastrophic damage	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
84	6 - The Minister considers that the forest development unit is inconsistent with the events in the above (1 to 5)	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
85								

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)	Description of the Decision
86	Forest Stewardship Plan Extensions	Tenure Stewardship	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 Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Tenure Stewardship	District Manager	Operational	Available on Request		L	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area.
88	Cutting Permit Issuance (Woodlots, Master Licenses to Cut)	Tenure Stewardship	District Manager	Operational	Available on Request to Deep	0-30 days	M	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area. District staff review of the information sharing completed by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
89	CP - Low Level of Assessment	Tenure Stewardship	District Manager	Contractual	Available on Request		H	CP is a cutting authority which grants a right to cut and/or remove Crown timber from a specific area. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and timber engagement with First Nations is required.
90	CP - Moderate to High Levels of Assessment	Tenure Stewardship	District Manager	Contractual	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 sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and timber engagement with First Nations is required.
91	CP amendments	Tenure	District Manager	Contractual	Available on Request to Deep	Varies considerably from 10 days expedited time frame to 60 days	L	Principles of the CPRP process apply
92	FOREST PRACTICES CODE ACT - Provincial Forest Use Regulation	District Manager		Admin	Available on Request to Deep	0 to 60 days	M	
93	BC TIMBER SALES Timber Sale Licence (TSL) Development to Issuance	BCTS Timber Sales Manager	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 staff conduct referral, information sharing, and consultation and provide recommendations to the TSN regarding the adequacy of Aboriginal interest identification and appropriate accommodations or mitigations identified.
94	Timber Sale Licence (TSL) Issuance	Timber Sales Manager	Timber Sales Manager	Admin	Available on request to Notification	0 to 30 days	M-H	TSL grants the right to harvest a volume of timber in a specified area or purchase logs. Issued only by BCTS via a competitive auction.
95	Conversion of Replaceable Timber Sale Licences	Tenure	Regional Executive Director	Admin	Notification - Normal	30 to 60 days	VL	
96	FOREST HEALTH Chemical Treatments/Spraying	Stewardship BCTS	Regional Executive Director	Admin/Operational	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 Treatments/Fertilization	Stewardship BCTS	Regional Executive Director	Admin/Operational	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 - BK, <i>Bacillus thuringiensis</i> <i>Kinose</i> )	Stewardship BCTS	Regional Executive Director	Admin/Operational	Available on Request		L	
99	RANGE HEALTH Invasive Plant Pest Management Plan	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 DECISIONS - Land Act	Range	Director of Range Branch	Admin	Normal	60 days	L	Grazing leases are a 21 year tenure issued under the <i>Land Act</i> . New leases are not available, but existing leases may be renewed. Suggest normal consultation unless there is a clause specific to FN's 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 upsetting for FN people as most grazing leases are in low lands where FN's need to practice their rights of gathering, hunting, berry picking etc. Much of their best lands are now private property and so FN's 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/mitigate 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	Operational	Notification	30 days	L	Grazing lease applicants must submit a management plan for approval by FLNRO.
104	Amendment to Grazing Lease Management Plan	Range	Director of Range Branch	Operational	Available on Request		L	Grazing lease applicants must submit a management plan for approval by FLNRO.
105	Range Improvements - Large Scale Developments	Range	Director of Range Branch	Operational	Available on Request to Notification		L	Grazing lease applicants must submit a management plan for approval by FLNRO.
106	Range Improvements - Small Scale Range Developments	Range	Director of Range Branch	Operational	Available on Request		H	
107	RANGE TENURE DECISIONS - Range Act (relinquished tenure)	Range	District Manager	Admin	Normal	60 days	L	Grazing licenses are issued for a 10 year term, and are replaceable every 10 years.
108	New range agreement (grazing licence) (vacancy)	Range	District Manager	Admin	Normal	60 days	L	Grazing licenses 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 Consideration Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
109	Range Improvements - Large Scale Developments	District Manager	Admin	Admin	Available on Request	0 to 30 days	L	Grazing licence and grazing permit
110	Direct award of new range agreement to Band as part of interim measure agreement	Range	Minister	Admin	Normal	60 days	L	Upon agreement signed by the minister, the district manager may award a licence without inviting other applications.
111	Range agreement replacement (grazing licence) (existing tenure removal)	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 the area, AUM, or tonnes.
112	Range 1 Year Grazing Permits Issuance	Range	District Manager	Admin	Available on Request	30 days	L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM
113	Grazing Permit Issuance	Range	District Manager	Admin	Available on Request	0 to 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.
114	Range AUM Adjustment	Range	District Manager	Admin	Administrative only, no changes in AUM to Notification (Changes in AUM)		M	The district manager may increase the AUM for a specified year.
115	Range Use Plan minor amendments	Range	District Manager	Admin	Available on Request	0 to 30 days	M	Range use plans describe the plan, communicate and the actions that will be taken to establish or maintain them, range readiness criteria and enable heights.
116	Range Agreement minor and major amendments, boundary changes	Range	District Manager	Admin	Available on Request	0 to 30 days	L	Minor amendments are described as range improvements or developments.
117	New Range Use Plan or Stewardship Plan	Range	District Manager	Oper	Notification to Normal	30 to 60 days	M	The minister may require an amendment to an RUP to ensure range practices do not damage or render a resource feature to be ineffective.
118	Range Use Plan Amendments	Range	District Manager	Oper	Available on Request	30 days	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
119	Range Improvements - small scale	Range	District Manager	Admin	Notification	30 days	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
120	Range development - small scale	Range	District Manager	Admin	Available on Request	30 days	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
121	LAND BASE INVESTMENT INFORMATION SHARING MATRIX Data Collection Inventory Projects •Ground Detection Surveys (Probes) •Overview Assessments: Aerial/Ground Truthing (Layout) •Assessment & Planning: (Treatment Prescription, Layout) •Sediment Source Assessments •Computer Modelling & Mapping	Stewardship	Contractual	Oper	Available on Request		L to H	Annual Work plan, Land Base Investment Plan policy instructs proponents to provide a 15 day notification for: •Survey an area •Field reconnaissance; •Inventory, growth and yield plots •Inventory •Sediment Source Assessments •Computer Modelling & Mapping
122	Land Based Treatments Low Level •Bridge and Culvert Replacement/Maintenance •Road Decommission •Tree Planting	Stewardship	Contractual	Oper	Available on Request		M	Infrastructure maintenance required for safety and environmental protection
123	Land Based Treatments Moderate Level •Fish Passage Treatments •Stand Tending (Pruning or Spacing) •Mechanical Site Prep •Fuel Management Treatments •Ecosystem Restoration Treatments: Harvesting, Spacing, Thinning, Prescribed Burning.	Stewardship	Contractual	Oper	Notification	30 days	M	Annual work plan; map and treatment description.
124	Fertilization	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.
125	Authority to Harvest Timber by Crown Agents (Sec 52 of the FRPA)	Stewardship	Contractual	Oper	Normal	60 days	L	Application of nutrients (e.g. Urea) aurally manually, to promote growth of conifers.
126	WILDLIFE MANAGEMENT Wildfire Management Plans Ministry Policy Manual	Stewardship Recreation Tenure	Policy	Oper	Available on Request	0 to 30 days	L	This decision relates to the harvest of trees for standing tending, forest health and fire hazard abatement activities. Most of time, this applies to a previously disturbed area.
127	RECREATION Establishment of an interpretive Forest Site, Recreation Site, or a Recreation Trail (FRPA, S.56(16)).	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification to Normal	30 - 60 days	L	The purpose of Fire Management Plan (FMP) is to provide support to decision makers for integrated wildland fire response and resource management activities. These plans are intended to ensure collaboration occurs across programs while working towards cost efficient and effective protection of resource values. The content of WMP includes both landscape and local levels identification values. This strategic plan has an emphasis on conservation and enhancement of forest values.
128	Deep cultivation - When there is presence of high aboriginal interests such as evidence of a village site.	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Normal	60 days	L	Deep cultivation - When there is presence of high aboriginal interests such as evidence of a village site.

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 (L/M/H)	Description of the Decision
129	Changing the boundaries of managed sites or trails (FRPA, S.56(1)(b))	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	Disestablishing a Site/Trail/Interp Forest (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, recreational site or trail (FRPA, S. 56 (3))	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	Authorizing trail or recreation facility construction (with no 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	Proposals apply to build trails.
133	Protection of Recreation Resources on Crown Land and 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 these are closures. Examples are ski trails to motorized vehicles to protect trail bed.
134	Third Party Agreements to manage or maintain a site, trail or FS (partnership agreement and/or service contracts)	Third Party Agreements to manage or maintain a site, trail or FS (partnership agreement and/or service contracts)	Oper	Oper	Available on Request	L	L	Strategic level discussions are Available on Request.
135	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).
136	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

#### Tiyt Tribe 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 Shxw'ówhámél 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 Shxw'ówhámél First Nation's Tiyt Tribe Traditional Territory will be calculated by determining the percent of Shxw'ówhámél First Nation's Tiyt Tribe 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 Tiyt Tribe Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 4 percent of the forest revenue attributed to the Shxw'ówhámél First Nation as described in section 1.2 of this Appendix.
- 1.4 If Shxw'ówhámél 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 Shxw'ówhámél 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 Shxw'ówhámél First Nation's Forest License **A91368** 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 50 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 Tiyt Tribe Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.

## **APPENDIX D**

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

## APPENDIX E

### Shxw'ówhámel First Nation Statement of Community Priorities

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2019/2020				

## APPENDIX F

### Shxw'ówhámél First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2019/2020 Planned Expenditures	2019/2020 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.2 of the Agreement, Shxw'ówhámél 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 Shxw'ówhámél First Nation