

**N'Quatqua  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the "Agreement")**

**Between:  
The N'Quatqua**

As Represented by  
Chief and Council  
(The N'Quatqua)

**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. N'Quatqua has Aboriginal Interests within the Traditional Territory.
- B. The Parties wish to set out a process for consultation regarding forest and range resource development on Crown lands within the Traditional Territory.
- C. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory and to assist N'Quatqua 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 N’Quatqua having the form of Appendix D;

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

**“Delegated Decision Maker”** and **“DDM”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

**“Designate”** means the entity described in section 4.2;

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“First Fiscal Year of the Term”** means the BC Fiscal Year in which the Effective Date falls;

**“Forest Tenure Opportunity Agreement”** means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*;

**“Licensee”** means a holder of a forest tenure or a range tenure;

**“Matrix”** means the table set out as a part of section 1.10 of Appendix B;

**“Minister”** means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

**“Operational Plan”** means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

**“Payment Account”** means the account described in subsection 4.4(a);

**“RA”** means a reconciliation agreement between British Columbia and N’Quatqua 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 N’Quatqua under Article 3 of this Agreement;

**“SEA”** means a strategic engagement agreement between British Columbia and N’Quatqua that includes agreement on a consultation process between N’Quatqua and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on N’Quatqua’s Aboriginal Interests;

**“Term”** means the term of this Agreement set out in section 14.1;

**“Timber Harvesting Land Base”** means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply;

**“Traditional Territory”** means the traditional territory claimed by N’Quatqua located within British Columbia as identified by N’Quatqua and shown in bold black (or red on the colour map) on the map attached in Appendix A.

**“Zone A”** in this Agreement, refers to the Sea to Sky Natural Resource District, Coast Region as per The N’Quatqua 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 N’Quatqua 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) in relation to potential impacts on N'Quatqua's Aboriginal Interests resulting from forest and range development in its Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of N'Quatqua to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement;
- (b) To provide an opportunity for the N'Quatqua to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of their community and as an accommodation for any adverse impacts to N'Quatqua's Aboriginal Interests resulting from forest and range development within the Traditional Territory; and
- (c) to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Traditional Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

**3.1 Calculation and timing of payments.** Subject to section 4.5 and Articles 5 and 13, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to N'Quatqua (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 **\$83,175.58** (prorated to the number of months of the First Fiscal Year covered by the agreement) the first instalment of which will be paid on or before September 30, 2017 if the Effective

Date is prior to July 31<sup>st</sup> or on or before March 31, 2018 if the Effective Date is after July 31<sup>st</sup>.

- 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 N'Quatqua; 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 N'Quatqua 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.** N'Quatqua 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.

## **ARTICLE 4 - DELIVERY OF PAYMENTS**

- 4.1 Recipient entity.** Unless N'Quatqua notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to N'Quatqua.
- 4.2 Election of Designate.** N'Quatqua 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 N'Quatqua and such appointment is confirmed by a Band Council Resolution of N'Quatqua.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve N'Quatqua of its obligations under this Agreement.
- 4.4 Payment Account.** N'Quatqua or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of N'Quatqua (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 N'Quatqua (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) N'Quatqua having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) N'Quatqua 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 N'Quatqua 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 N'Quatqua's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A with other provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.
- 6.3 SEA or RA applies.** The Parties agree that notwithstanding 6.1:
- (a) if before the Effective Date N'Quatqua 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 N'Quatqua 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 N'Quatqua 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, N'Quatqua 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.** N'Quatqua 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.** Without predetermining its sufficiency, N'Quatqua 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 N'Quatqua's Aboriginal Interests.

**7.3 Where consultation process followed.** N'Quatqua 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 N'Quatqua's Aboriginal Interests.

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

**8.1 Statement of Community Priorities.** N'Quatqua 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, N'Quatqua 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 N'Quatqua 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 N'Quatqua, 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 N'Quatqua 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 N'Quatqua, or a legal entity controlled by the N'Quatqua, 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 N'Quatqua is entitled to receive under this Agreement, any unfulfilled financial obligations of N'Quatqua to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between N'Quatqua, or a legal entity controlled by the N'Quatqua, and British Columbia.

**10.2 Notice.** British Columbia will notify N'Quatqua 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.** N'Quatqua 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.** N'Quatqua will 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 N'Quatqua 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 N'Quatqua; 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 N'Quatqua:

- (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 N'Quatqua and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to N'Quatqua 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 N'Quatqua 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 N'Quatqua'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 N'Quatqua's Aboriginal Interests.

**13.5 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days written notice or on a date mutually agreed on by the Parties.

**13.6 Meet to attempt to resolve issue.** If a Party gives written notice under section 13.5, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

**13.7 Effect of Termination.** Where this Agreement is terminated under this Article 13, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

## **ARTICLE 14 - TERM**

**14.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless it is extended under section 14.2 or terminated under Article 13.

**14.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

**14.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.

**14.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

## **ARTICLE 15 – REPRESENTATIONS and WARRANTIES**

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

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

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

if to British Columbia:

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

and if to the N'Quatqua:

Chief Harry O'Donaghey  
N'Quatqua  
PO Box 88, 120 Casper Charlie Place  
D'Arcy, BC V0N 1L0  
Telephone: 604-452-3221  
Fax: 604-452-3295

**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 N'Quatqua'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 N'Quatqua'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.** N'Quatqua 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 N'Quatqua has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. The Parties acknowledge 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 N'Quatqua.

**17.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude N'Quatqua 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.

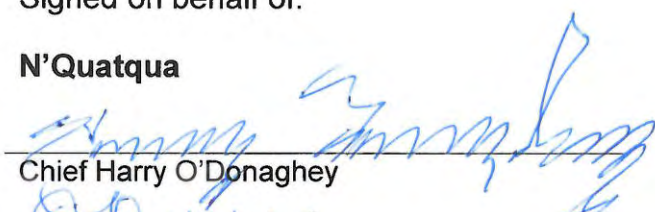
**17.13 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

**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:

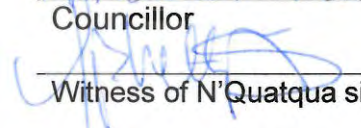
**N'Quatqua**

  
Chief Harry O'Donaghey

  
Date

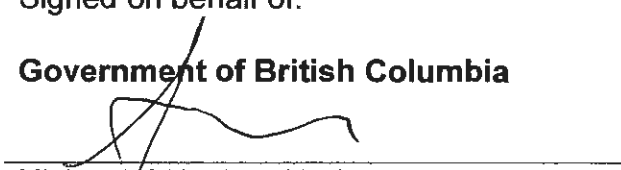
  
Councillor

  
Councillor

  
Witness of N'Quatqua signatures

Signed on behalf of:

**Government of British Columbia**

  
Minister of Aboriginal Relations and Reconciliation

  
Date

  
Witness of Minister signature



## Appendix A: Map of the N'Quatqua Traditional Territory



### Legend: N'Quatqua Forest Consultation and Revenue Sharing Agreement

- N'Quatqua FCRSA 2017 boundary
- N'Quatqua Indian Reserves - IR
- Sea to Sky Natural Resource District - Zone A Boundary
- Cascades Natural Resource District - Zone B Boundary

Date: March 29, 2017



0 10 20 40 Km

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



**Key Map**

## **APPENDIX B**

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

- 1.1 British Columbia will consult with N'Quatqua on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact N'Quatqua's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 N'Quatqua will participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.4 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List of Decisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.5 Operational and Administrative Decisions and Operational Plans that may require consultation in the Sea to Sky, Natural Resource Districts - Coast Region – Zone A, will use the Annual List for Zone A, pages 19 to 23.
- 1.6 Operational and Administrative Decisions and Operational Plans that may require consultation in the Cascades Natural Resource Districts – Thompson Okanagan Region – Zone B, will use the Annual List for Zone B, pages 24 to 31.
- 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 Traditional Territory of N'Quatqua during the current fiscal year, British Columbia will notify the N'Quatqua 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 N'Quatqua 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, N'Quatqua will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Traditional Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.
- 1.11 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to N'Quatqua and no response is received within the consultation period set out in section 1.12 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may proceed to make a decision regarding the decision or plan.
- 1.12 The Parties agree that:
- as set out in the table below (the "Matrix") there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
  - subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and
  - the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Proponent or tenure holder engages N'Quatqua during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with N'Quatqua 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 N'Quatqua they will not be sending out information.	N'Quatqua can request from British Columbia more detailed information about decisions made at this level.
<b>3. Notification</b>	Notify in writing N'Quatqua about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides N'Quatqua 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 N'Quatqua of the final decision where requested by the N'Quatqua.
<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 N'Quatqua with the final decision and rationale 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 N'Quatqua, the Province is not obligated to inform the N'Quatqua 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 Appendix B – N'Quatqua FCRSA 2017-2020</b> <b>Decision List to be used in the</b> <b>Sea to Sky Natural Resource Districts Coast Area – Zone A</b> (for decisions in the Cascades Districts use the Decision List for Zone B (pages 24 to 31))					
Licence type	Decision Category	Delegated Decision Maker	Consultation Level	Consultation Period	Comments
<b>ADMINISTRATIVE DECISIONS</b>					
<b>TSA AAC</b>	Timber supply reviews (TSR) (Chief Forester) for timber supply area (TSA) annual allowable cut (AAC) determination	Chief Forester	5 to 6	20 months total	The Chief Forester must determine annual allowable cut at least once every 10 years. The process involves 4 phases which transpire over 20 months.
<b>TSA AAC</b>	Annual allowable cut apportionment	Minister	5	30-60 days	The apportionment decision is a process of allocating the AAC volume to the various categories of forest agreements.
<b>First Nation Woodland Licence</b>	First Nation Woodland Licence (FNWL) Issuance/Renewal	Minister	5	30-60 days	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve lands.
<b>Forest Licence/TFL</b>	Forest licence (FL)/TFL replacement	Regional Executive Director	5	30-60 days	The Minister must replace a licence unless the licensor denies it.
<b>Timber Licence</b>	(TL) Extension	Regional Executive Director	5	30-60 days	
<b>Forest Licence/TL</b>	Transfer/consolidation of forest licences (except woodlots)	Minister	5	30-60 days	
<b>TFL Decisions</b>	TFL AAC Determination/ Management plan approval	Chief Forester	5	30-60 days	
<b>TFL Decisions</b>	Deletion (removal for another purpose) of Crown land-Section 60.2, 39.1 Forest Act. (Licensee requests this)	Minister	5	30-60 days	Major Projects

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



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

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

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

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (B-M-F)	Description of the Decision
	<b>FOREST ACT ADMINISTRATIVE DECISIONS</b>							
	<b>TIMBER SUPPLY REVIEW (TSR) ALLOWABLE ANNUAL CUT (AAC)</b>							
1	Timber Supply Reviews for Timber Supply Area Annual Allowable Cut 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. There are 4 steps for an AAC determination: data package, Timber Supply Review (TSR) area analysis report and discussion paper, public review and AAC rationale statement and summary of public input. Typically, an AAC process takes 20 months. The Province engages with First Nations at the announcement of AAC and during the 4 phases of the AAC determination. The Strategic nature refers to the complexity of the decision and because of 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 Kamloopa TSA and Merritt TSA.
2	Allowable Annual Cut Apportionment (TSA)	Tenure	Minister	Admin	Normal to Deep Strategic Nature	60 days	L	The apportionment decision is a process of allocating the AAC volume to the various categories of forest agreements specified within 12 of the <i>Forest Act</i> and this process follows an AAC determination. The AAC determination will influence the amount of volume that can be allocating to various volume categories. Volume license categories include: Forest Licence (FL), Non Replaceable Forest Licence (NRFL), British Columbia Timber Sale (BCTS), Timber Sale Licence (TSL), Woodlot Licence (WL), Community Forest Agreement (CFA), First Nation Woodlot Licence (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.  <u>Apportionment Info:</u> <a href="http://www.for.gov.bc.ca/bth/dmber-tenures/apportionment/index.htm">http://www.for.gov.bc.ca/bth/dmber-tenures/apportionment/index.htm</a>
3	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 NRFLs and direct award NRFLs. 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 apportionment 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. The Okanagan Shuswap District anticipates a decision on a disposition plan for the Okanagan TSA in the summer of 2013.
4	Innovative Forest Practices Forestry Plan and Allowable Annual Cut Increase	Stewardship	Regional Executive Director	Admin	Normal to Deep Strategic Nature	60 days	L	After approving a person's forestry plan, the minister may increase the allowable annual cut authorized in the person's licence or agreement referred to in subsection (2) (a) by an amount that is justified according to timber 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 Interior IFPA.  Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
	<b>FOREST LICENCE</b>							
5	Non-Replaceable Forest Licence (NRFL) Issuance	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The disposition plan identifies competitive NRFLs and direct award NRFLs. NRFL grants the rights to harvest an AAC in a specified TSA. NRFLs can be awarded competitively or directly, awarded. Typically, NRFL forest licences are awarded for a 5 year term.
6	Non-Replaceable Forest Licence (NRFL) Issuance Amendment	Regional Executive Director	Admin	Admin	Notification to Normal	30 to 60 days	L	Typically, NRFL amendments are for minor area changes and changes to the condition of the licence.
7	New Replaceable Forest Licence (RFL) (mostly First Nations)	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	M	RFL issuances are implementation of the disposition plan and apportionment decisions. The apportionment and disposition decisions consider licences, therefore, the consultation at this stage is about who the licensee is. At the time of apportionment decision, RFLs are presumed to be for the entire TSA and consistent with the apportionment consultation process. If there is a significant change to the area from the apportionment consultation process, then a normal consultation level may be appropriate.
8	Consolidation of volume based licences 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 licence if the minister considers this decision would compromise forest management.
9	Subdivision of volume based licences 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 licence if the minister considers this decision would compromise forest management. With the subdivision of volume based licence, 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 licence transfer consultation process.
10	FL Replacement	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The Minister must replace a licence unless the licensor denies it. A licence can be suspended if it does not meet the condition of the licence such as non payment to the Crown, failing to the Establishment of a Free Growing Stand.
11	Transfer of AAC between TSA (S.18 of the <i>Forest Act</i> )	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 and Chilcotin-Cariboo Districts  
(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack Districts refer to the Annual List on Pages 19 to 21)

Decision Number	Decision	Program	Decision Maker	Category	Design/Consultation Level	External Consultation Period	Anticipatory Approval (if Applicable)	Description of the Decision
12	Transfer of AAC between licensees within a TSA (S. 18 of the Cst Control Regulations)	Tenure	Minister	Admin	Available on Request to Notification		L to M	Anticipating harvested timber volume from one licensee to another licensee (except for woodlots). Government does control where a licensee holder specifically harvests within a TSA. In some TSA, applicable licensee 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 Forest Act because the volume within their license is small and/or they are not very involved in the forest sector.
13	Transfer of Forest License (except for woodlots)	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 post licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
14	ROAD PROJECTS - MAINTENANCE 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 stabilized 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 note, all terms vehicle access will be maintained.
15	Road Use Permit	Engineering Tenure	District Manager and Timber Sales Manager	Admin	Available on Request		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	BCTC	Timber Sales Manager	Admin	Normal	60 days	H	Authorizes the construction of a road or maintenance of an existing road on Crown Land. BCTC does use the CFPSP process but consults on road permits.
17	Road Permit (RP) Low Level of Assessment	Engineering Tenure	District Manager	Admin	Available on Request		H	Authorizes the construction of a road or maintenance of an existing road on Crown Land.
18	Road Permit (RP) Moderate to High Level Assessment	Engineering Tenure	District Manager	Admin	Notification to Deep	10 to 60 days	L	District staff review of the information on sharing completed by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
19	Road Permit (RP) Low Level of Assessment	Engineering Tenure	District Manager	Admin	Available on Request to Deep	Varies considerably from 10 days expedited time frame to 60 days	H	District staff review of the information on sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.
20	Conversion of Major Timber Sales License	Tenure	Minister	Admin	Normal	30 to 60 days	L	Principles of the CFPSP process apply
21	Exemption to Cst Control Limits for Forest Health Purposes	Tenure	Regional Executive Director	Admin	Available on Request		M	Sac 75.9 of the Forest Act for Forest License 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	Tree for personal use, FA 248 - (44) Free Use Native Cultural Use
23	Authority to Harvest Timber by Crown Agents (Sec 22 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 authorize agents of government to harvest 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	Permit to grow and/or harvest X-Trees on Crown land (Commercial Scale)	Tenure	District Manager	Admin	Available on Request		L	
25	Occupancy 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: Tides 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	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: Tides for cell towers, MOTH.
27	Forest License to Cut (FLTC) (Instance for small scale salvage)	Tenure Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Notification (notification if it has an impact)	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) Immediate Salvage Pilot (ILSP)	Tenure Recreation	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	AAC is between 2000 to 5000 (m3)
29	(b) Community Wildlife Protection (FLWC)	Tenure	District Manager and Regional Executive Director	Admin	Available on Request to Normal	0 - 30 days	L	AAC is between 2000 to 5000 m3 and the objective is to address fuel management.
30	Forest License to Cut (Instance by BCTC Timber Sales)	BCTC	Timber Sales Manager	Admin	Available on Request to Normal	0 - 30 days	VL	
31	FOREST FARM LICENSE (FFL)							



As per Section 1.3 Thompson Okanagan Region - Zone B

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

(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Consultation Period (L to M)	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	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	Licenses request national 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	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 Undeveloped Volumes	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	The RED may consider disposing some or all of the undeveloped volumes via a FTL, TFC, a TSL, or a NREL to someone other than the TFL holder.
35	Management Plan Approval	Tenure	Chief Forester	Admin	Available on Request		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	
37	TFL licence consolidation	Tenure	Minister	Admin	Normal	60 days	
38	TFL Subdivision	Tenure	Minister	Admin	Notification	30 days	The Minister, with the consent of the TFL holder, to amend a single TFL into one or more TFLs held by the same entity.
39	TFL Surrender	Tenure	Minister	Admin	Notification	30 days	The holder of one or more free term licenses may apply to the minister to surrender all or part of the TFL. The Minister may then grant a forest license of comparable volume with a Timber Supply Area.
40	TFL Transfer	Tenure	Minister	Admin	Notification	30 days	The holder of an agreement (free term license) may transfer an agreement to another person. Both parties have to inform the government of the transfer. Any private land associated with the TFL remains subject to the TFL. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially, their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
41	Deletion of Crown Land	Tenure	Minister	Admin	Normal	60 days	The Minister may order the deletion of Crown land from a TFL, if the deletion does not affect the AAC of the license. As well, the Minister may order the deletion from a TFL area from Crown land if it is for the access purpose or for another purpose.
42	Removal of BCTA and Volume from TFL	Tenure	Minister	Admin	Normal	60 days	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.
43	TFL Replacement	Tenure	Minister	Admin	Normal	60 days	
44	Removal of Private Land	Tenure	Minister	Admin	Normal	60 days	
45	COMMUNITY FOREST AGREEMENTS	Tenure	Minister	Admin	Available on Request		Community Forest Agreements are identified in the report/consultation decision.
46	Invitation to apply for Community Forest Agreement (CFA) Minister	Tenure	Minister	Admin	Normal to Deep	60 days	CFA are used to a TSA, appropriate decision.
47	Identification of Community Forest Agreement area and District Manager approval (unless the decision of the area is made at higher level)	Tenure	District Manager	Admin	Normal to Deep		CFA identifies the area to support a community forest agreement.
48	Community Forest Agreement Offer Proponent's application is received by Region and Region recommendation to Minister	Tenure	Minister	Admin	Available on Request	0 - 30 days	CFA grants exclusive right to harvest an AAC in a specific area.
49	Community Forest Agreement Management Plan approval and amendments and license issuance (MAP includes a TSC)	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 60 days	
50	Boundary Area Amendment	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 30 days	
51	Replacement - Community Forest Agreement	Tenure	District Manager	Admin	Notification	30 days	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.
52	Provisionary Community Forest Agreement transition into a Community Forest Agreement	Tenure	Regional Executive Director	Admin	Available on Request - Notification	0-30 days	
53	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	Normal to Deep	60 days	First Nation and government sign an FTOA which supports a FNWL. FNWL identifies an area to support a First Nation Woodland Licence.
54	First Nation Woodland Licence (FNWL) Management Plan approval and license issuance	Tenure	Minister	Admin	Available on Request to Normal	0 to 60 days	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 change for botanical products and other prescribed products.

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

Decision Number	Decision	Program	Decision Maker	Comptroller's Level	Default Consultation Period	Frequency of Decision (if MTD)	Description of the Decision
54	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
55	FN Woodlot License Replacement	Tenure	Regional Executive Director	Admin	Notification	30 days	L to M
56	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
57	Development and advertisement and award of a new woodlot license (WL)	Tenure	District Manager	Admin	Normal to Deep	60 days	L
58	Direct award of woodlot to First Nations through interim measure agreement. (Eligible a new woodlot or adding an area to an existing woodlot)	Tenure	Executive Regional Manager	Admin	Normal to Deep	30 days	L
59	Replacement of a woodlot license, to current WL holder and no expansion of area	Tenure	District Manager	Admin	Notification	30 days	M
60	Replacement of a woodlot license, to current WL holder and no expansion of area	Tenure	Regional Executive Manager	Admin	Notification	30 days	M
61	Boundary area amendment to increase Crown land only for FN direct award license (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
62	Minor (UP to 10% of original woodlot license area) increase in Crown land area	Tenure	District Manager	Admin	Available on Request	0-30 days	L
63	Disposition of private land from a Woodlot license (may include exchange and/or donation)	Tenure	Regional Executive Director	Admin	Available on Request	0-30 days	L
64	Deletion of Crown land from a woodlot license	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 - 30 days	L
65	Consolidation of 2 Woodlot Licenses	Tenure	District Manager	Admin	Available on Request		L
66	Woodlot License Plan Amendment	Tenure	District Manager	Oper	Notification	30 days	M
67	Woodlot License Plan Amendment	Tenure	District Manager	Oper	Available on Request		M
68	New Management Plan or Amendment	Tenure	District Manager	Admin	Available on Request		L
69	Boundary amendment to increase Crown land only for FN direct award license (7.1 WL regulation)	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 to 30 days	



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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decisions (1-5)	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 tabular 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 licensee 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 FL, NRFL, TSL, FN Woodlot Licence, Community Forest Agreement, Woodlot Licence and TFL tenure agreements)</b>								
70	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 authorize any harvest. Proponent must make reasonable effort to meet with First Nation 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.
71	<u>FSP Amendments requiring approval (see below 1 to 6)</u>	Tenure Stewardship	District Manager	Oper			M-H	
72	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. A small FDU in a moderate to high aboriginal interest area may require a normal level of consultation.
73	2- A material change to an existing forest development unit	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	Materially 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.
74	3- An intended change to result or strategy in section 12.2 to 12.5 of the FSPR (Results and Strategies instead of the practice requirements (defaults) for soils, wildlife and biodiversity objectives at the stand level)	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
75	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	
76	5- A change to the regeneration date, free growing date, free 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	District Manager	Oper	Available on Request		M	
77	6- A matter referred to in section (8) of FRPA (see section "FSP Mandatory Amendments")	Tenure Stewardship	District Manager	Oper	Available on Request		L	
78	7- Adding or Removing a Party from an FSP, Adding or Removing a licensee from an FSP, Transferring a licensee to an Existing FSP	Tenure Stewardship	District Manager	Oper	Available on Request to Notification	0 to 30 days	M	
79	<u>FSP Mandatory Amendments (section 8 of FRPA) (see below 1-6)</u>	Tenure Stewardship	District Manager	Oper			L	
80	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	
81	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	
82	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	
83	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	
84	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	
85	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	

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Preponderance of Evidence (P.O.E.)	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	Shrubland Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Tenure Stewardship	District Manager	Operational	Available on Request		L	
88	Cutting Permit Issuance (Woodlots, Master Licences 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.
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 proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
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 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 further engagement with First Nations is required.
91	CP amendments	Tenure Stewardship	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
<b>FOREST PRACTICES CODE ACT - Provincial Forest Use Regulations</b>								
92	Special Use Permit	District Manager		Admin	Available on Request to Deep	0 to 60 days	M	
<b>BC TIMBER SALES</b>								
93	Timber Sale Licence (TSL) Development to Issuance	BCTS	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 TSM 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	
<b>FOREST HEALTH</b>								
96	Chemical Treatments Spraying	Stewardship	Regional Executive Director	Admin/Oper	Normal	60 days	M	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Post Management Plan.
97	Chemical treatments/Fertilization	Stewardship BCTS	Regional Executive Director	Admin/Oper	Normal	60 days	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Post Management Plan.
98	Non-chemical treatments (e.g. Biological - Btk, <i>Bacillus thuringiensis</i> Kinase)	Stewardship BCTS	Regional Executive Director	Admin/Oper	Available on Request		L	
<b>RANGE HEALTH</b>								
99	Invasive Plant Post 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 Post Management Plan.
<b>RANGE GRAZING LEASE DECISIONS - Land Act</b>								
100	Grazing Lease Tenure replacement (existing tenure renewal) - Land Act, Section 11	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 used 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	Oper	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	Oper	Available on Request		L	
105	Range Improvements - Large Scale Developments	Range	Director of Range Branch	Oper	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	Oper	Available on Request		H	
<b>RANGE TENURE DECISIONS - Range Act</b>								
107	New range agreement (grazing licence) vacancy (relinquished tenure)	Range	District Manager	Admin	Normal	60 days	L	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.
108	New range agreement New opportunity (grazing licence) (no previous tenure in area)	Range	District Manager	Admin	Normal	60 days	L	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.



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

Decision Number	Decision	Program	Decision Makers	Category	Default Consultation 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 to Notification	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 renewal).	Range	District Manager	Admin	Notification	30 days	H	During the 6 months beginning on the eighth anniversary of a licence, the district manager must offer in writing to the holder of the licence a replacement for it. No changes can be made to the area, AUM or tonnes.
112	Range: 1 Year Grazing Permits Issuance	Range	District Manager	Admin	Available on Request		L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM.
113	Grazing Permit Issuance	Range	District Manager	Admin	Notification	30 days	L	Grazing permits must be of 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	Available on Request (Administrative only, no changes in AUM) to Notification (Changes in AUM)	0 to 30 days	M	The district manager may increase the AUM for a specified year.
115	Range Use Plan minor amendments	Range	District Manager	Admin	Available on Request		M	
116	Range Agreement minor and major amendments, boundary changes	Range	District Manager	Admin	Available on Request to Notification	0 to 30 days	L	
117	New Range Use Plan or Stewardship Plan	Range	District Manager	Oper	Notification to Normal	30 to 60 days	M	Range use plans describe plan communities and the actions that will be taken to establish or maintain them, range readiness criteria and stubble heights.
118	Range Use Plan Amendments	Range	District Manager	Oper	Available on Request		H	Minor amendments are described as range improvements or developments. The minister may require an amendment to an RUP to ensure range practices do not damage or render a resource feature ineffective.
119	Range Improvements	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		Available on Request		H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
<b>LAND BASE INVESTMENT INFORMATION SHARING MATRIX</b>								
121	Data Collection/Inventory Projects •Ground Detection Surveys (Probes) •Overview Assessments: Aerial/Ground Trailing •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 •monitoring •Sediment Source Assessments •Computer Modelling & Mapping.
122	Land Based Treatments Low Level •Bridges 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 (Brushing or Spacing) •Mechanical Site Prep •Fuel Management Treatments	Stewardship	Contractual	Oper	Notification	30 days	M	Annual work plan; map and treatment description.
124	Ecosystem Restoration Treatments: Harvesting, Spacing, Thinning, Prescribed Burning.	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	Fertilization	Stewardship	Contractual	Oper	Normal	60 days	L	Application of nutrients (e.g. Urea) aerially/manually, to promote growth of conifers.
126	Authority to Harvest Timber by Crown Agents (Sec 52 of the FRPA)	Stewardship	Ten	Oper	Available on Request	0 to 30 days	L	This decision relates to the harvest of trees for stand tending, forest health and fire hazard abatement activities. Most of time, this applies to a previously disturbed area.
<b>WILDFIRE MANAGEMENT</b>								
127	Wildfire Management Plans Ministry Policy Manual	Stewardship Recreation Tenure		Policy	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 level identification values. This strategic plan has an emphasis on conservation and enhancement of forest values.
<b>RECREATION</b>								
128	Establishment of an Interpretive Forest Site, Recreation Site or a Recreation Trail FRPA, S.56(1)(a)	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Normal	60 days	L	Deep consultation - 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  
Decision List (Matrix) to be used in Zone B - Cascades and Chilcotin-Cariboo Districts  
(for decisions in Zone A - Sea to Sky, Sunshine Coast and Chilliwack District refer to the Annual List on Pages 19 to 21)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decisions (H, M, L)	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, recreation 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	Proponents apply to build trails.
133	Protection of Recreation Resources on Crown Land to protect a recreation resource or manage a public recreation use (FRPA S.58).	Recreation	Regional Executive Director, District Manager, Director of Recreation Sites and Trails, Regional Manager of Recreation Sites and Trails	Oper	Notification	30 days	L	Often 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 IFS (partnership agreement and/or service contracts)	Third Party Agreements to manage or maintain a site, trail or IFS (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.119(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.5 (1) and (2))	Recreation	Minister	Admin	Notification	30 days	L	

## **APPENDIX C**

### **Revenue Sharing Contribution Methodology**

#### **Traditional Territory Forest Revenue Sharing Component**

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the Sea-to-Sky and the Cascades Natural Resource Districts forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the Sea-to-Sky 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 N'Quatqua'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 N'Quatqua's Traditional Territory will be calculated by determining the percent of N'Quatqua's Traditional Territory that falls within the Timber Harvesting Land Base in the Sea-to-Sky and the Cascades Natural Resource Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the N'Quatqua as described in section 1.2 of this Appendix.
- 1.4 If N'Quatqua 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 N'Quatqua 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 N'Quatqua's Forest License **A81779** forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.



- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to N'Quatqua in any given full year under the *N'Quatqua Interim Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2016/17 BC Fiscal Year: 40 percent;
- 3.2.2 2017/18 BC Fiscal Year: 40 percent; and
- 3.2.3 2018/19 BC Fiscal Year: TBD percent; and
- 3.2.4 2019/20 BC Fiscal Year: TBD percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2016/17 and 2017/18 under section 3.1 provides:
- (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *N'Quatqua Interim Forest and Range Opportunity Agreement*, then N'Quatqua will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2016/17 and 2017/18; and
  - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *N'Quatqua Interim Forest and Range Opportunity Agreement*, then N'Quatqua will receive an annual payment for BC fiscal Years 2016/17 and 2017/18 that is equal to the annual payment received under the *N'Quatqua Interim Forest and Range Opportunity Agreement*.

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

## APPENDIX E

### N'Quatqua Statement of Community Priorities

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2017/2018	2018/2019	2019/2020		

2016/2017 Revenue Sharing Contribution \$ 90,737;

2017/2018 Revenue Sharing Contribution \$ 90,737;

2018/2019 Revenue Sharing Contribution \$ To Be Determined;

2019/2020 Revenue Sharing Contribution \$ To Be Determined.

## APPENDIX F

### N'Quatqua Statement of Community Priorities

#### Annual Report

*(Example only)*

<b>Socio-economic Priority</b>	<b>2017/2018 Planned Expenditures</b>	<b>2017/2018 Actual Expenditures</b>	<b>Outcomes Achieved</b>	<b>Variance Explanation</b>

#### **Confirmation**

In accordance with section 8.2 of the Agreement, N'Quatqua 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 N'Quatqua