

Boston Bar First Nation
Forestry Consultation and Revenue Sharing Agreement (FCRSA)
(the “Agreement”)

Between:
Boston Bar First Nation

as Represented by its
Chief and Council
(the Boston Bar First Nation)

And

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

(Collectively the “Parties”)

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Boston Bar First Nation have a shared commitment to strengthening their relationship on a government-to-government basis, and on providing revenue sharing that will assist in closing the socio-economic gap between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits provided under it, will assist the Boston Bar First Nation in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to the socio-economic gap among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia’s economy.
- D. British Columbia recognizes that Boston Bar First Nation has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the well-being of the Boston Bar First Nation.

- E. The Boston Bar First Nation has Aboriginal Interests within its Traditional Territory.
- F. British Columbia intends to consult with the Boston Bar First Nation and to accommodate its Aboriginal Interests as appropriate (including accommodation by way of the payments provided through this Agreement), with respect to impacts on the Boston Bar First Nation's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Boston Bar First Nation Traditional Territory.
- G. The Boston Bar First Nation intends to fully participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Boston Bar First Nation's Traditional Territory that may impact the Boston Bar First Nation's Aboriginal Interests.
- H. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown lands within the Traditional Territory of the Boston Bar First Nation which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Boston Bar First Nation are addressed through other agreements, negotiations or processes.
- I. British Columbia and Boston Bar First Nation will endeavor to further explore Boston Bar First Nation's aspirations in forestry and to provide input and/or recommendations regarding the current agreement or future agreement(s), including revenue sharing and improvements on consultation.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 "**Aboriginal Interests**" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2 "**Administrative and/or Operational Decision**" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation as identified in the First Annual List and/or Annual List as defined in Appendix B.
- 1.3 "**Band Council Resolution**" means a resolution of Boston Bar First Nation having the form of Appendix D.
- 1.4 "**BC Fiscal Year**" means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.

- 1.5 “**Delegated Decision Maker**” and “**DDM**” means a person with authority, to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time.
- 1.6 “**Designate**” has the meaning given to that term in section 3.1.1.
- 1.7 “**Effective Date**” means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.8 “**First Fiscal Year of the Term**” has the meaning given to that term in section 3.3.
- 1.9 “**Licensee**” means a holder of a forest tenure or a range tenure.
- 1.10 “**Matrix**” means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.
- 1.11 “**Minister**” means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.
- 1.12 “**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Boston Bar First Nation’s Traditional Territory.
- 1.13 “**Payment Account**” has the meaning given to that term in section 3.1.3.
- 1.14 “**RP**” means a reconciliation protocol between British Columbia and the Boston Bar First Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*.
- 1.15 “**Revenue Sharing Contribution**” means each payment to be made by British Columbia to the Boston Bar First Nation in accordance with Section 3.0 of this Agreement.
- 1.16 “**SEA**” means a strategic engagement agreement between British Columbia and the Boston Bar First Nation that describes a consultation process between the Boston Bar First Nation and more than one natural resource ministry of the Government of British Columbia.
- 1.17 “**Forest Tenure Opportunity Agreement**” means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*.
- 1.18 “**Term**” has the meaning given to that term in section 11.1.
- 1.19 “**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.

- 1.20 “**Traditional Territory**” means the Boston Bar First Nation’s claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.21 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.
- 1.22 “**Zone A**” in this Agreement, refers to the Chilliwack Natural Resource District - Coast Region as per The Boston Bar First Nation Traditional Territory Map, attached in Appendix A, page 15.
- 1.23 “**Zone B**” in this Agreement, refers to the Cascades and the Kamloops Districts – Thomson Okanagan Region as per The Boston Bar First Nation Traditional Territory Map, attached in Appendix A, page 15.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Boston Bar First Nation’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 Boston Bar First Nation to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and
- 2.2 To provide an opportunity for the Boston Bar First Nation to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Boston Bar First Nation in achieving progress towards closing socio-economic gaps between the members of Boston Bar First Nation and non-Aboriginal people in British Columbia.

3.0 Forest Revenue Sharing Contribution

- 3.1 Recipient Entity:
 - 3.1.1 Unless the Boston Bar First Nation chooses to have another corporate entity (its “Designate”) receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such designation of a corporate entity does not relieve the Boston Bar First Nation of its obligation under this agreement, the Boston Bar First Nation will be the recipient of the Revenue Sharing Contributions.
 - 3.1.2 Where the Boston Bar First Nation chooses to have its Designate receive Revenue Sharing Contributions under this Agreement,

British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Contribution on behalf of the Boston Bar First Nation.

- 3.1.3 Boston Bar First Nation will establish and throughout the Term maintain a bank account in the name of Boston Bar First Nation (or the Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"). Boston Bar First Nation will provide to British Columbia sufficient account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.
- 3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Boston Bar First Nation, or to its Designate, as the case may be, and, subject to section 3.4 and 3.6, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before March 31st.
- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$ 95,792 (*representing April 01, 2015 to March 31, 2016*). For further certainty the first payment under this agreement will be on September 30, 2015.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated for each month or part thereof that this Agreement is in effect.
- 3.5 Before November 30th of each year during the Term, Boston Bar First Nation will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Boston Bar First Nation agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.
- 3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Boston Bar First Nation or its Designate in the manner specified in

section 3.2 only if Boston Bar First Nation has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.

- 3.7 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Boston Bar First Nation pursuant to this Agreement is subject to:
 - 3.7.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
 - 3.7.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.7.1.
- 3.8 If British Columbia does not make Revenue Sharing Contributions as set out in the Agreement as a result of subsections 3.7.1 or 3.7.2 then the acknowledgements and covenants of the Boston Bar First Nation under this Agreement will no longer be of any force and effect.

4.0 Consultation Process

- 4.1 The Parties agree that consultation with respect to impacts to Boston Bar First Nation's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 British Columbia will use the map of the Boston Bar First Nation Traditional Territory set out in this Agreement as Appendix A.
- 4.3 Boston Bar First Nation agrees that British Columbia may share the map of the Traditional Territory as set out in Appendix A with another provincial government agency and/or a licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.4 The Parties agree that in the event Boston Bar First Nation enters into a SEA or RP with British Columbia after the Effective Date which includes a consultation process which addresses forest and range management and decision making, the consultation process set out in the SEA or RP will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RP if the SEA or RA so provides; and in any such case, if the SEA or RP terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.

- 4.5 In the event that the Effective Date falls after the date on which Boston Bar First Nation enters into a SEA or RP with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RP is subsequently terminated prior to the end of the Term, the Boston Bar First Nation agrees that this Agreement will be amended within 60 days of the date of termination of the SEA or RP to include a consultation process in this Agreement.

5.0 Acknowledgments and Covenants by Boston Bar First Nation

- 5.1 Boston Bar First Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Boston Bar First Nation agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Boston Bar First Nation Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.
- 5.3 Boston Bar First Nation agrees that during the term of this Agreement, if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential infringements of Boston Bar First Nation's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory.

6.0 Community Priorities, Annual Reports and Records

- 6.1 Boston Bar First Nation covenants and agrees as follows:
- 6.1.1 Within 60 days of the Effective Date of this Agreement, Boston Bar First Nation or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Contribution.
- 6.1.2 Before the end of each BC Fiscal Year, Boston Bar First Nation or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Contribution described in section 3.5.
- 6.1.3 Within 90 days of the end of each BC Fiscal Year, Boston Bar First Nation or its Designate will prepare an annual report, substantially in the form set out in Appendix F, identifying all expenditures made from the Payment Account since the date of the last such report (or, in the case of the first such report, since the Effective Date of this

Agreement) and confirming that, aside from reasonable administrative expenses, all such expenditures were made for the purpose of accomplishing the purposes and objectives referred to in section 2.0.

- 6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require a copy of the applicable portion of the Boston Bar First Nation audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement, such audit to be at the expense of the Boston Bar First Nation or its Designate.
- 6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Boston Bar First Nation or its Designate in a manner that can reasonably be expected to bring the information to the attention of its members by making the information publically available by publishing the information on the website of the Boston Bar First Nation.
- 6.1.6 The annual report referred to in section 6.1.3 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
- 6.1.7 Notwithstanding the termination or expiry of this Agreement, Boston Bar First Nation or its Designate will continue to comply with the provisions of section 6.1 until 120 days after it receives the last Revenue Sharing Contribution from British Columbia.
- 6.2 If Boston Bar First Nation requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Boston Bar First Nation has entered into an SEA and/or RP with British Columbia, up to \$35,000 annually of the Revenue Sharing Contribution will be used by Boston Bar First Nation for that capacity during the Term of this Agreement.

7.0 Security Deposits

- 7.1 In recognition of Boston Bar First Nation entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Boston Bar First Nation (or a legal entity controlled by the Boston Bar First Nation) and British Columbia.
- 7.2 Boston Bar First Nation agrees that British Columbia may apply any payment that Boston Bar First Nation is entitled to receive under this Agreement, to a maximum of the amounts that British Columbia would have obtained in a silviculture deposit, in order to fully or partially satisfy any unfulfilled financial obligations of Boston Bar First Nation to British Columbia arising from a licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Boston

Bar First Nation (or a legal entity controlled by the Boston Bar First Nation) and British Columbia.

- 7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Boston Bar First Nation financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Boston Bar First Nation of the unfulfilled financial obligation(s) and will discuss the proposed action with the Boston Bar First Nation.

8.0 Stability for Land and Resource Use

- 8.1 Boston Bar First Nation will respond as soon as possible to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Boston Bar First Nation with provincially authorized forest and/or range activities and will work co-operatively with British Columbia to assist in resolving any such matters.

9.0 Dispute Resolution

- 9.1 If a dispute arises between British Columbia and the Boston Bar First Nation regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Boston Bar First Nation.
- 9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

10.0 Suspension and Termination

- 10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Boston Bar First Nation is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Boston Bar First Nation has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Boston Bar First Nation and British Columbia. Upon making any such determination, British Columbia will provide notice to Boston Bar First Nation of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Boston Bar First Nation is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Boston Bar First Nation that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.

- 10.3 If, during the term of this Agreement, Boston Bar First Nation challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Boston Bar First Nation's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.
- 10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.
- 10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

11.0 Term

- 11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.
- 11.2 Notwithstanding section 11.1, the Effective Date of this Agreement is deemed to be March 14, 2015, or the date of signing by the Minister, whichever is the later.

12.0 Renewal of the Agreement

- 12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Boston Bar First Nation will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

13.0 Amendment of Agreement

- 13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement which may, where applicable, include considering

amendments to adopt provisions in other FCRSA agreements negotiated between other Bands and British Columbia.

14.0 Entire Agreement

- 14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

15.0 Notice

- 15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

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

Boston Bar First Nation

Chief Dolores O'Donaghey
Boston Bar First Nation
PO Box 369
Boston Bar, BC, V0K 1C0
Telephone: 604-867-8844
Facsimile: 604-867-9317

16.0 Miscellaneous

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not

define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.

- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Boston Bar First Nation has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Boston Bar First Nation have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Boston Bar First Nation.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Boston Bar First Nation's Aboriginal title and/or rights claims over those lands.
- 16.7 This Agreement does not address or affect any claims by the Boston Bar First Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement.
- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Boston Bar First Nation.
- 16.13 This Agreement does not exclude the Boston Bar First Nation from accessing forestry economic opportunities and benefits, which may be available to the Boston Bar First Nation, other than those expressly set out in this Agreement.
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.

- 16.15 For greater certainty, this Agreement does not constitute an admission by the Boston Bar First Nation that the Crown has a beneficial interest or legislative authority over the Aboriginal title of the Boston Bar First Nation of its traditional territory.
- 16.16 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.
- 16.17 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.18 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.19 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 16.20 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.21 The appendices to this Agreement form part of the Agreement.
- 16.22 The Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or a faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

16.23 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

Boston Bar First Nation


Chief Dolores O'Donaghey

Feb 20/15
Date

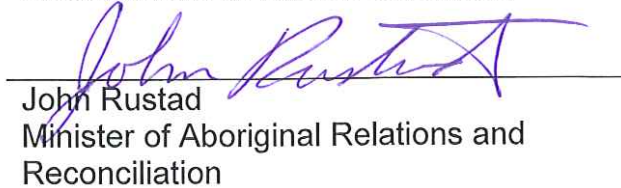

Councillor


Councillor


Witness of Boston Bar First Nation signatures

Signed on behalf of:

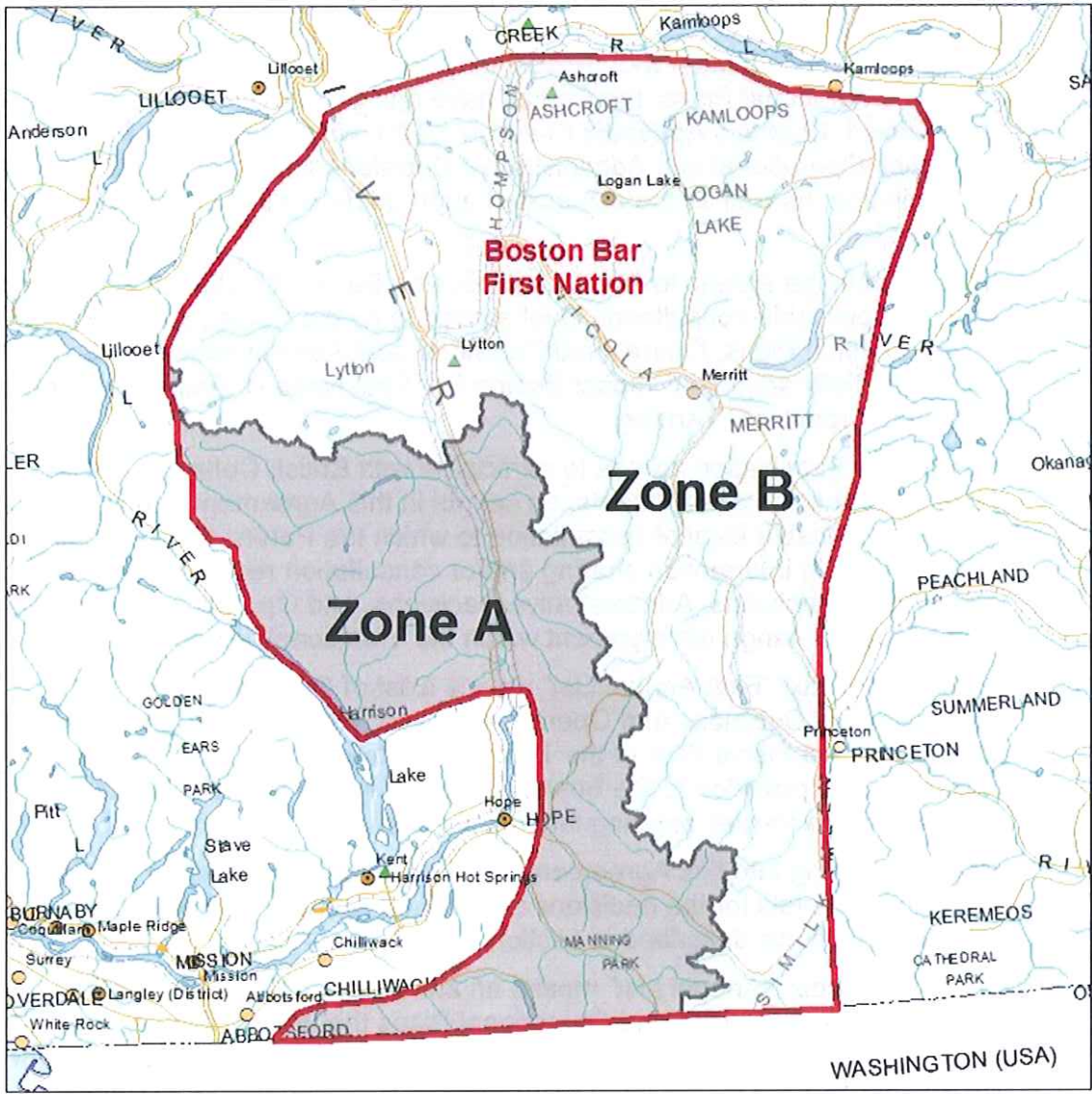
Government of British Columbia


John Rustad
Minister of Aboriginal Relations and
Reconciliation

May 4, 2015
Date



Witness of Minister signature

**Appendix A:
Map of the Boston Bar First Nation Traditional Territory**



WASHINGTON (USA)

Key Map

 Forest and Range Consultation and Revenue Sharing Agreement Boundary



Date: Jan 13, 2015

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



APPENDIX B

Consultation

On Operational and Administrative Decisions and Operational Plans.

In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.12 of this Appendix ("section 1.12"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with Boston Bar First Nation in accordance with the applicable consultation level agreed to by the Parties under section 1.12 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Boston Bar First Nation's Aboriginal Interests within the Traditional Territory.
- 1.2 Boston Bar First Nation agrees to participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.12, in information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.
- 1.3 In this Appendix, "First Annual List" means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Boston Bar First Nation by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.12.
- 1.5 In this Appendix, "Annual List" means an annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Boston Bar First Nation by British Columbia before March 31st of each year after the First Fiscal Year of the Term, if changes are required.
- 1.6 Operational and Administrative Decisions and Operational Plans that may require consultation in the Chilliwack District – Zone A, will use the Annual List for Zone A, pages 20 to 23.
- 1.7 Operational and Administrative Decisions and Operational Plans that may require consultation in the Cascades and Kamloops Districts – Thompson Okanagan Region – Zone B, will use the Annual List for Zone B, pages 24 to 31.

- 1.8 For fiscal years subsequent to the First Fiscal Year of the Term, the Parties will meet annually on or before March 31st, to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.12 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.12.
- 1.9 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of Boston Bar First Nation during the current fiscal year, British Columbia will notify the Boston Bar First Nation of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.12.
- 1.10 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Boston Bar First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- As part of its response, the Boston Bar First Nation may propose measures that could avoid or mitigate potential impacts to their Aboriginal Interests as a result of the proposed development activities. Upon receiving a response from the Boston Bar First Nation, British Columbia will discuss and attempt to resolve with the Boston Bar First Nation any site specific operational impacts on the Boston Bar First Nation's Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities within the Boston Bar First Nation Traditional Territory. If the Parties are unable to resolve operational impacts, British Columbia will still consider Boston Bar First Nation's proposed measures.
- 1.11 If no response is received from Boston Bar First Nation within the timeframe set out in section 1.12, then British Columbia may conclude that Boston Bar First Nation does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.12 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
1. Information Sharing: prior to formal consultation process	Referral to Boston Bar First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Boston Bar First Nation, and provides summary of communications to British Columbia.
2. Available on Request	Boston Bar First Nation agrees that it does not have to be involved in consultation as the contemplated decision will not affect the Aboriginal Interests of the Boston Bar First Nation.	British Columbia notifies on an annual basis which decision(s) fall in this category. Boston Bar First Nation can agree not to be consulted or can request more details if they wish.
3. Notification	Notify in writing Boston Bar First Nation about an upcoming decision and provide overview information. British Columbia would provide the Boston Bar First Nation an opportunity for comment.	British Columbia provides Boston Bar First Nation base level information and a reasonable time (minimum 21-30 calendar day consultation period determined by the Parties) to comment. Follow-up as required.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. gypsy moth, mountain pine beetle spread control) an expedited consultation process is undertaken. British Columbia will notify the Boston Bar First Nation in writing about an upcoming decision and provide overview information. The Boston Bar First nation will have an opportunity to comment and meet with British Columbia upon request.	Intense but short timeline (e.g. about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. British Columbia must meet with the Boston Bar First Nation upon request. The meeting should take place within a short timeline (e.g. within 10 days or less).
5. Normal Consultation	Follow on "normal" track for consultation guided by up-to-date consultation policy. British Columbia will notify the Boston Bar First Nation in writing regarding an upcoming decision and provide overview information. Upon request the Boston Bar First Nation will have an opportunity to comment and meet with British	Intent to follow this course for proposed authorizations. Usually a 30 – 60 calendar day consultation period unless more time is required by the Boston Bar First Nation. May involve meaningful discussion of accommodation options when advanced by the First Nation. British Columbia will notify the

Level	Description	Intent
	Columbia to resolve issues.	Boston Bar First Nation of the final decision where requested by the Boston Bar First Nation.
6. Deep Consultation	Use reasonable effort to inform the Boston Bar First Nation in an accessible manner (e.g. meetings, teleconferencing, providing plain language documents, web hosting of documents) 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 when requested by the Boston Bar First Nation. May require extended timelines when requested by the Boston Bar First Nation. Deep consultation is aimed at finding satisfactory interim solutions and may require further information. The consultation required at this level may involve the opportunity for the Boston Bar First Nation to make submissions for consideration by the Province. British Columbia will provide the Boston Bar First Nation with the final decision and rationale in writing.

- 1.11 The Parties may agree to adjust the consultation levels for specific circumstances where detailed aboriginal interest information is shared that would suggest a different consultation level.
- 1.12 Boston Bar First Nation agrees that the province is not obligated, unless requested by the Boston Bar First Nation, to inform the Boston Bar First Nation of the Delegated Decision Maker's decision for decisions on which the consultation level has been level three (3) or lower.
- 1.13 If the Parties cannot agree upon which consultation level in section 1.1 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Boston Bar First Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

As per Section 1.3					
First Annual List for 2015/2016 to be used for decisions made in Zone A - Chilliwack District					
(for decisions in Zone B – Cascades and Kamloops Region refer to Annual list on Pages 24 to 31)					
Decision Category	Decision	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Comments/Pending Decisions
ADMINISTRATIVE DECISIONS					
Allowable Annual Cut (AAC) at the Timber Supply Area	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
AAC	AAC apportionment	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
Tree Farm Licence (TFL)	Management plan approval	Deputy Chief Forester	3	21-30 days	
TFL	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	5	24 months total	
TFL	Deletion of Crown land	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
TFL	TFL consolidation, and subdivision	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
TFL	TFL replacement	Minister Forests, Lands and Natural Resource Operations	5	30-60 days	
TFL/ Forest Licence (FL)	Licence transfer	Minister Forests, Lands and Natural Resource Operations	3	21-30 days	
FL	Forest licence/Non-replaceable forest licence (NRFL) Issuance	Regional Executive Director	5	30-60 days	
FL	Forest licence/Non-replaceable forest licence (NRFL) extension	Regional Executive Director	3	21-30 days	
FL	FL consolidation, and subdivision	Regional Executive Director	3	21-30 days	
FL	FL replacement	Regional Executive Director	5	30-60 days	
Community Forest Agreement (CFA)	Timber supply reviews for AAC determination	Regional Executive Director	5	60 days	
CFA	CFA management plan approvals	Regional Executive Director	5	30-60 days	
CFA	CFA management plan amendments	Regional Executive Director	3	21-30 days	
CFA	Probationary CFA	Regional	3	21-30 days	

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

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

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

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
	FOREST ACT ADMINISTRATIVE DECISIONS							
	TIMBER SUPPLY REVIEW (TSR) ALLOWABLE ANNUAL CUT (AAC)	Stewardship	Chief Forester	Admin	Normal to Deep Strategic Nature	60 days	L	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year. There are 4 steps for an AAC determination: data packages, 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 commented the TSR process for the Kamloops TSA and Merritt TSAs.
1	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 Licences (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. Apportionment info: http://www.for.gov.bc.ca/hth/timber-tenures/apportionment/index.htm
2	Allowable Annual Cut Disposition (TSA)	Tenure	Regional Executive Director	Admin	Normal to Deep Strategic Nature **	60 days	L	The disposition plan identifies how uncommitted and/or unused or undercut volume will be disposed of. The decision is not a statutory decision. Typically, the plan identifies competitive 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.
3	Innovative Forest Practices Forestry Plan and Allowable Annual Cut Increase	Stewardship	Regional Executive Director	Admin	Normal to Deep Strategic Nature	60 days	L	After approving a person's forestry plan, the minister may increase the allowable annual cut authorized in the person's licence or agreement referred to in subsection (2) (d) 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 IPPA. The Thompson River district anticipates a decision on the Interior IPPA. Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
4	FOREST LICENCE							
	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.
5	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.
6	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 licencess, 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.
7	Consolidation of volume based licencess within TSA	Tenure	Regional Executive Director	Admin	Notification- One licencess Normal - Multi Licencess	60 days	L	The minister may refuse a consolidation of volume based licencess if the minister considers this decision would compromise forest management.
8	Subdivision of volume based licencess within a TSA	Tenure	Regional Executive Director	Admin	Notification- One licencess Normal - Multi Licencess	30 to 60 days	L	The minister may refuse a subdivision of volume based licencess if the minister considers this decision would compromise forest management. With the subdivision of volume based licencess, 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.
9	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.
10	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
 First Annual List (Matrix) for 2015/16 to be used in Zone B - Cascades and Kamloops Districts
 (for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
12	Transfer of AAC between licences within a TSA (S. 18 of the Cut Control Regulation)	Tenure	Minister	Admin	Available on Request to Notification	30 - 60 days	L to M	Attributing harvested timber volume from one licence to another licence (except for woodlots). Government does control where a licensee holder specifically harvests within a TSA. In some TSAs, replaceable 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 licence will use this section of the Forest Act because the volume within their licence is small and/or they are not very involved in the forest sector.
13	Transfer of Forest Licences (except for woodlots)	Tenure	Minister	Admin	Notification to Normal	30 - 60 days	L	The holder of an agreement (forest license) may transfer an agreement to another person. Both parties have to inform the government of the transfer. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially, their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the license transfer consultation process.
14	ROAD PERMIT ISSUANCE 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 terrain 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	BCTS	Timber Sales Manager	Admin	Normal	60 days	H	Authorizes the construction of a road or maintenance of an existing road on Crown Land. BCTS does use the CPR/P 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. District staff review of the information sharing completed by proponents indicates Aboriginal interests have been addressed with appropriate accommodations or mitigations.
18	Road Permit (RP) Moderate to High Levels Assessment	Engineering Tenure	District Manager	Admin	Notification to Deep	10 to 60 days	L	Authorizes the construction of a road or maintenance of an existing road on Crown land. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.
19	Road Permit Amendment	Engineering Tenure	District Manager	Admin	Available on Request to Deep	Varies considerably from 10 days expedited time frame to 60 days	H	Principles of the CPR/P process apply
20	Forest Tenure Decisions - Misc. Conversion of Major Timber Sale Licences	Tenure	Minister	Admin	Normal	30 to 60 days	L	
21	Exemptions to Cut Control Limits for Forest Health Purposes	Tenure	Regional Executive Director	Admin	Available on Request		M	Sec 75.9 of the Forest Act for forest licenses or Timber Sales Licence
22	Free Use Permit issuance or Cultural Use	Tenure	District Manager	Admin	Available on Request to Notification	0-30 days	VL	Trees for personal use, FA S.48 - G(H) For First Nation Cultural Use
23	Authority to Harvest Timber by Crown Agents (Sec 52 of the Forest Act) Permit to grow and/or harvest X-Trees on Crown land (Commercial Scale)	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 non merchantable Crown timber or to use and occupy Crown land in a Provincial forest. Any merchantable trees will be authorized under a Forest Licence to Cut or an Occupation Licence to Cut.
24	LICENSE to CUT - Occupation, Master Licence, Forestry and Fibre Supply Licenses to Cut Occupant Licence 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 licences 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 licence to cut or a forest licence to cut. Examples are: Telus for cell towers, MOTH.
25	Master Licence to Cut	Tenure	District Manager and Regional Executive Director	Admin	Available on Request to Notification (notification if it has an impact)	0-30 days	L	Mainly for oil, gas or pipeline activities and roads to access these activities. Section 17 of the Oil and Gas Commission (OGC) Act provides authority for OGC to issue Master Licence to Cut and associated CPs. FLNRO no longer issues MLTC and related CPs.
26	Forest Licence to Cut (FLTC) Issuance for small scale salvage	Tenure Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Admin	Available on Request to Normal	0 - 30 days	H	FLTC grants the right to harvest and or remove timber from specified areas. Small scale salvages, firewood, fence post. FLTC may be issued up to 2,000 cubic metres (m3). The consultation process for SSS program varies amongst district offices.
27	(a) Intermediate Salvage Pilot (FLTC)	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)
28	(b) Community Wildfire Protection (FLTC)	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.
29	Forest Licence to Cut Issuance by BC Timber Sales	BCTS	Timber Sales Manager	Admin	Available on Request to Normal	0 - 30 days	VL	
30	TREE FARM LICENSE (TFL)							

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,B)	Description of the Decision
31	Timber Supply Review and Allowable Annual Cut (AAC) Determination	Stewardship	Chief Forester	Admin	Normal to Deep Strategic nature	60 days	L	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year for a TFL.
32	AAC Determination Postponement	Stewardship	Chief Forester	Admin	Notification	30 days	L	Licencee request/rational to the Chief Forester to postpone AAC determination because nothing has changed in TFL.
33	New TFL licence	Tenure	Minister	Admin	Normal to Deep	60 days	L	Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
34	Disposition of Undercut Volumes	Tenure	Regional Executive Director	Admin	Notification to Normal	30 to 60 days	L	The RED may consider disposing some or all of the unharvested volumes via a FLJTC, a TSL or a NRFL to someone other than the TFL holder.
35	Management Plan Approval	Tenure	Chief Forester	Admin	Available on Request **		L	A management plan provides a brief history of the TFL, a list of publicly available planning documents applicable of the TFL and a timber supply analysis. The Chief Forester makes a determination on the AAC.
36	Conversion of TFL into a Community Forest Agreement (CFA)	Tenure	Minister	Admin	Notification	30 days	VL	
37	TFL licence consolidation	Tenure	Minister	Admin	Normal	60 days	L	
38	TFL Surrender	Tenure	Minister	Admin	Notification **	30 days	L	Allows the Minister, with the consent of the TFL holder to amend a single TFL into one or more TFLs held by the same entity.
39	TFL Transfer	Tenure	Minister	Admin	Notification	30 days	L	The holder of one or more tree farm licences may apply to the minister to surrender all or part of the TFL. The Minister may then grant a forest licence of comparable volume with a Timber Supply Area.
40	Deletion of Crown Land	Tenure	Minister	Admin	Normal	60 days	L	The holder of an agreement (tree farm licence) 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 licence 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 licence transfer consultation process.
41	Removal of BCTS area/volume from TFL	Tenure	Minister	Admin	Normal	60 days	L	The Minister may order the deletion of Crown land from a TFL if the deletion does not affect the AAC of the licence. 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	TFL Replacement	Tenure	Minister	Admin	Normal	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.
43	Removal of Private Land	Tenure	Minister	Admin	Normal	60 days	L	
44	COMMUNITY FOREST AGREEMENTS	Tenure	Minister	Admin	Available on Request		L	Community Forest Agreement are identified in the apportionment decision.
45	Invitation to apply for Community Forest Agreement (CFA) Minister	Tenure	District Manager	Admin	Normal to Deep	60 days	L	CFAs are tied to a TSA apportionment decision.
46	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	L	CFAs identifies the area to support a community forest agreement.
47	Community Forest Agreement Management Plan approval and amendments and license issuance (MP includes a TSR)	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 60 days	L	CFA grants exclusive right to harvest an AAC in a specific area.
48	Boundary Area Amendment	Tenure	Regional Executive Director	Admin	Available on Request to Normal	0 to 30 days	L	
49	Replacement - Community Forest Agreement	Tenure	District Manager	Admin	Notification	30 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.
50	Probationary Community Forest Agreement transition into a Community Forest Agreement	Tenure	Regional Executive Director	Admin	Available on Request - Notification	0-30 days	L	
51	FIRST NATION WOODLAND LICENCE	Tenure	District Manager	Admin	Normal to Deep	60 days	L to M	First Nation and government sign an FTOA which supports a FNWL. FNWL identifies an area to support a First Nation Woodland Licence.
52	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	Minister	Admin	Available on Request to Normal	0 to 60 days	L to M	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products.
53	Management Plan approval and license issuance	Tenure	Minister	Admin	Available on Request to Normal	0 to 60 days	L to M	

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
	Boundary Amendment	Tenure	Regional Executive Director	Admin	Available on Request < than 10% of the area Notification > than 10% of the area	0 to 30 days	L	
54	FN Woodlands License Replacement	Tenure	Regional Executive Director	Admin	Notification	30 days	L to M	The Minister must replace a 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.
55	WOODLOT LICENCE AAC exemption to address for forest health catastrophic events (Section 75.9 of the Forest Act).	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0-30 days	L	
56	Development and advertisement and award of a new woodlot licence (WL)	Tenure	District Manager	Admin	Normal to Deep	60 days	L	A WL has a term up to 20 years which grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL may include private land and reserve lands. A WL may be competitively or directly awarded. Consider doing CHR assessments prior to advertising the woodlot.
57	Direct award of woodlot to First Nations through interim measure agreement. (Either a new woodlot or adding an area to an existing woodlot)	Tenure	Executive Regional Manager	Admin	Normal to Deep	30 days	L	A WL grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL may include private land, reserve land. A WL may be directly awarded pursuant to an interim measure agreement. A new woodlot's volume are derived from the appointment decision.
58	Replacement of a woodlot licence, to current WL holder and no expansion of size Replacement of a woodlot licence, to current WL FN holder and no expansion size	Tenure	District Manager Regional Executive Manager	Admin	Notification	30 days	M	During the 6 month period following the ninth anniversary of an existing woodlot licence, the minister must offer its holder a replacement for the woodlot licence. A licence can be suspended if it does not meet the conditions of the license such a non payment to the Crown, failing to Established a Free Growing Stand.
59	Boundary area amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Tenure	Regional Executive Manager	Admin	Available on Request < than 10% of the area Notification > than 10% of the area	0-30 days	L	
60	Minor (UP to 10% of original woodlot licence area) increase in Crown land area	Tenure	District Manager	Admin	Available on Request		L	Criteria for private land removal are: Licenses must be in good standing with government (stampage, waste, annual, rent are up to date). No significant contravention of forest legislation.
61	Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	Tenure	Regional Executive Director	Admin	Available on Request		L	Licenses has held the woodlot licence (WL) for a period of at least 10 years and the proposed private land deletion has been in the WL for 10 years. The WL holder has notified and advertised as required their intention to remove the private land from the WL and has satisfied the decision maker that all inquires directly pertaining to the private land proposed for deletion have been adequately addressed. Access to Crown land via existing roads on the proposed private land has been adequately addressed. Private land removed from an existing WL held by a person, partnership, or corporation cannot be used by that person, partnership, corporation, the spouse or immediate family of that person, or a partnership or corporation affiliated with the original owner to apply on new woodlot licence opportunities.
62	Deletion of Crown land from a woodlot licence	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 - 30 days	L	
63	Consolidation of 2 Woodlot Licences	Tenure	District Manager	Admin	Available on Request		L	Under the Forest Act, section 44.51 a woodlot licence may not be entered into with an applicant that is not a corporation if any of the following apply: a)the applicant holds 2 or more licences.
64	Woodlot Licence Plan	Tenure	District Manager	Oper	Notification	30 days	M	
65	Woodlot Licence Plan Amendment	Tenure	District Manager	Oper	Available on Request		M	
66	New Management Plan or Amendments	Tenure	District Manager	Admin	Available on Request		L	Woodlot Management Plan includes inventories, management objectives (utilisation of timber resources, protection and conservation of non timber values and resources, forest fire prevention and suppression, forest health, silviculture and road construction, maintenance and deactivation) and proposes an AAC.
67	Boundary amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Tenure	Regional Executive Director	Admin	Available on Request to Notification	0 to 30 days		
68								

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
69	One CP for the Crown land portion of the woodlot licence	Tenure	District Manager	Admin	Available on Request to Notification	0-30 days	M	Government can issue one CP on the entire Crown land portion of the WL, commonly referred to as Schedule B lands. The following criteria apply to this decision: Approved Woodlot Licence Plan. Cutting permit being applied for is on 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 licence should carry out the assessment. Consultation process may vary from district to district.
70	FSPs Amendments requiring approval (see below 1 to 6)	Tenure Stewardship	District Manager	Oper	Normal	60 days	M	A FSP shows areas on a map where a forest licence may carry out forest development activities over a period of five years. The areas included in the FSP are called Forest Development Unit. The FSP also states results, strategies and measures that a forest licensee will achieve to be consistent with set government objectives. The FSP does not authorise any harvest. Proponent must make reasonable effort to meet with First 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	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, FDU's 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
72	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, than it would cause a ordinary person to change their decision.
73	3- An intended change to result or strategy in section 12.2 to 12.5 of the FPPR (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	
74	4 - A result or strategy in respect of which a remediation order under section 74 of FRPA is outstanding.	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
75	5- A change to the regeneration date, 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	
76	6- A matter referred to in section (8) of FRPA (see section *FSP Mandatory Amendments*)	Tenure Stewardship	District Manager	Oper	Available on Request		L	
77	7- Adding or Removing a Party from an FSP, Adding or Removing a licence from an FSP, Transferring a licence to an Existing FSP	Tenure Stewardship	District Manager	Oper	Available on Request to Notification	0 to 30 days	M	
78	FSP Mandatory Amendments (Section 8 of FRPA) (See below 1-6)	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
79	1- An enactment applicable to the forest development unit is made or amended	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
80	2- An objective set by government applicable to the forest development unit is established, varied or cancelled under FRPA	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
81	3- If specific by regulation, another objective applicable to the forest development unit is varied or cancelled by order under FRPA	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
82	4- A result or strategy in respect of which a remediation order under section 74 of FRPA is outstanding.	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
83	5- Timber is in the vicinity of the forest development unit has suffered catastrophic damage	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	
84	6- The Minister considers that the forest development unit is inconsistent with the events in the above (1 to 5)	Tenure Stewardship	District Manager	Oper	Notification to Normal	30 - 60 days	L	

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

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
86	Forest Stewardship Plan Extensions	Tenure Stewardship	District Manager	Admin	Notification to Normal	30 - 60 days	M	FSP extension is with extending the date of an FSP only. No changes are made to the FSP.
87	Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Tenure Stewardship	District Manager	Operational	Available on Request		L	
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 CP/RP process apply
92	FOREST PRACTICES CODE ACT - Provincial Forest Use Regulation Special Use Permit	District Manager		Admin	Available on Request to Deep	0 to 60 days	M	
93	BC TIMBER SALES Timber Sale Licence (TSL) Development to Issuance	BCTS	Timber Sales Manager	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		Admin	Available on request to Notification	0 to 30 days	M-H	TSL grants the right to harvest a volume of timber in a specified area or purchase logs. Issued only by BCTS via a competitive auction.
95	Conversion of Replaceable Timber Sale Licences	Tenure	Regional Executive Director	Admin	Notification - Normal	30 to 60 days	VL	
96	FOREST HEALTH Chemical Treatments Spraying	Stewardship	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 Pest 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 Pest Management Plan.
98	Non-chemical treatments (e.g. Biological - Blk, <i>Bacillus thuringiensis</i> <i>Kirraze</i>)	Stewardship BCTS	Regional Executive Director	Admin/Oper	Available on Request		L	
99	RANGE HEALTH Invasive Plant Pest Management Plan	Range	Director of Range Branch	Admin	Normal	60 days	L	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
100	RANGE GRAZING LEASE DECISIONS - Land Act 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	
107	RANGE TENURE DECISIONS - Range Act 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 (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
 First Annual List (Matrix) for 2015/16 to be used in Zone B - Cascades and Kamloops Districts
 (for decisions in Zone A - Chilliwack District refer to the Annual List on Pages 20 to 23)

Decision Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
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	30 days	L	Grazing permits must be for a term not longer than 5 years and specify a number of AUM
113	Grazing Permit Issuance	Range	District Manager	Admin	Available on Request	0 to 30 days	M	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. The district manager may increase the AUM for a specified year.
114	Range AUM Adjustment	Range	District Manager	Admin	(Administrative only, no changes in AUM) to Notification (Changes in AUM)			
115	Range Use Plan minor amendments	Range	District Manager	Admin	Available on Request	0 to 30 days	M	
116	Range Agreement minor and major amendments, boundary changes	Range	District Manager	Admin	Available on Request	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. Minor amendments are described as range improvements or developments.
118	Range Use Plan Amendments	Range	District Manager	Oper	Available on Request		H	The minister may require an amendment to an RUP to ensure range practices do not damage or render a resource feature be ineffective.
119	Range Improvements - small scale	Range	District Manager	Admin	Notification	30 days	H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
120	Range development - small scale	Range	District Manager	Admin	Available on Request		H	A person must not carry out, construct, modify, remove, damage or destroy an range development on Crown range.
121	LAND BASE INVESTMENT INFORMATION SHARING MATRIX	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 Deactivation -Tree Planting	Stewardship	Contractual	Oper	Available on Request		M	Infrastructure maintenance required for safety and environmental protection
123	Land Based Treatments Modern 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	Contractual	Oper	Available on Request	0 to 30 days	L	This decision relates to the harvest of trees for standing tending, forest health and fire hazard abatement activities. Most of time, this applies to a previously disturbed area.
127	WILDFIRE MANAGEMENT Wildfire Management Plans Ministry Policy Manual	Stewardship Recreation Tenure	Contractual	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 include both landscape and local levels identification values. This strategic plan has an emphasis on conservation and enhancement of forest values.
128	RECREATION Establishment of an Interpretive Forest Site, Recreation Site or a Recreation Trail FRPA, S.56(1)(d)	Recreation	Contractual	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 Number	Decision	Program	Decision Maker	Category	Default Consultation Level	Default Consultation Period	Frequency of Decision (L,M,H)	Description of the Decision
129	Changing the boundaries of managed sites or trails FRPA, S.56(1)(b)	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	30 days	L	Notification - administrative data clean up such as when a recreation site is incorrectly mapped (physical location is not reflected correctly on a map). Normal - When an archaeological or cultural heritage resource is affected.
130	Disestablishing a Site/Trail/Interp Forest FRPA, S.56 (1)(c)	Recreation	Assistant Deputy Minister, Integrated Resource Operations	Oper	Notification	30 days	L	Varying (increase) a site, trail and interpretive forest
131	Establishment of Objectives for an interpretive forest site, recreations 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	Available on Request	L	L	L	Strategic level discussions are Available on Request.
135	Third Party Agreement to undertake a major capital project of a Site, Trail or Interpretive Forest (FRPA, S.118(2)(d))	Recreation	Recreation Officer	Oper	Notification to Normal	30 days	L	Normal - When cultural heritage resources have been identified as part of a preliminary field resource assessment and or as part of consulting on the establishment of interpretive site, recreation site or a recreation trail (establishment of sites and trails).
136	Identification of a Recreation Resource Feature under a Government Action Regulation Order (FRPA, regulation S.5 (1) and (2))	Recreation	Minister	Admin	Notification	30 days	L	

APPENDIX C

Revenue Sharing Contribution Methodology

1.0 Traditional Territory Forest Revenue Sharing Component

- 1.1 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Chilliwack, Cascades and Kamloops 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 Chilliwack, Cascades and Kamloops Resource Districts.
- 1.2 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Boston Bar First Nation's Forest License(s) (if applicable) will not be included in the calculations of forest revenue.
- 1.3 The amount of the forest revenue attributed to the Boston Bar First Nation's Traditional Territory will be calculated by determining the percent of Boston Bar First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Chilliwack, Cascades and Kamloops 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.
- 1.4 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Boston Bar First Nation as described in section 1.2 of this Appendix.
- 1.5 Where the calculation in section 1.3 of this Appendix is less than \$35,000, Boston Bar First Nation will receive a maximum of \$35,000 to provide capacity to participate in the consultation process in accordance with section 4.0 of this Agreement.
- 1.6 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.

2.0 Direct Award Tenure Forest Revenue Sharing Component

- 2.1 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Boston Bar First Nation's Forest License(s) (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year

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

3.0 Forest Revenue Sharing Transition

- 3.1 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the term of the Agreement.
- 3.2 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.
- 3.3 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 Boston Bar First Nation in any given full year under the *Boston Bar First Nation Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2015/16 BC Fiscal Year: 40 percent; and
 - 3.2.2 2016/17 BC Fiscal Year: 0 percent.
 - 3.2.3 2017/18 BC Fiscal Year: 0 percent.
- 3.4 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
- 1. 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 *Boston Bar First Nation Interim Agreement on Forest and Range Opportunity*, then the Boston Bar First Nation shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;
 - 2. 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 *Boston Bar First Nation Interim Agreement on Forest and Range Opportunity*, then the Boston Bar First Nation shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Boston Bar First Nation Forest and Range Agreement*.

APPENDIX D

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

(Optional)

APPENDIX E

Boston Bar First Nation Statement of Community Priorities

(Example only)

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

APPENDIX F

Boston Bar First Nation Statement of Community Priorities

Annual Report

(Example only)

Socio-economic Priority	2015/2016 Planned Expenditures	2016/2017 Actual Expenditures	Outcomes Achieved	Variance Explanation
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
Subtotal:	\$	\$	\$	
Carry forward to next fiscal year:	\$	\$	\$	
Total:	\$	\$	\$	