

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

**Between:**  
**Esk'etemc First Nation**  
represented by the Elected Officials and Yucwimentem Traditional Governance Model

As Represented by  
Chief and Council  
(Esk'etemc First Nation)

**And**

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

(Collectively the "Parties")

**WHEREAS:**

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

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**"Aboriginal Interests"** means:

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

**“Administrative and/or Operational Decision”** means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the First Annual List and/or Annual List as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of Esk’etemc First Nation having the form of Appendix D;

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

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

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

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

**“Eligible Volume”** means the volume of Crown timber provided to Esk’etemc First Nation originating from the volume reallocation of the of the *Forestry Revitalization Act (Bill 28)*;

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

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

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

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

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

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

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

**“RA”** means a reconciliation agreement between British Columbia and Esk’etemc First Nation that creates a foundation for the reconciliation of aboriginal rights and/or

aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

**“Revenue Sharing Contribution”** means each payment to be made by British Columbia to Esk’etemc First Nation under Article 3 of this Agreement;

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

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

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

**“Traditional Territory”** means the traditional territory claimed by Esk’etemc First Nation located within British Columbia as identified by Esk’etemc First Nation and shown in bold black on the map attached in Appendix A.

**1.2 Interpretation.** For purposes of this Agreement:

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

**1.3 Appendices.** The following Appendices and Schedule are attached to and form part of this Agreement:

Appendix A - Map of Traditional Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate;  
Appendix E - Statement of Community Priorities Format; and,  
Appendix F- Annual Report.

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

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

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

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

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

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Esk'etemc First Nation (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30<sup>th</sup> and the second to be made on or before March 31<sup>st</sup>.

**3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year 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 \$366,150.

**3.3 Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to the

month in which the Agreement is signed by Esk'etemc First Nation; is terminated by either Party under section 13, or; to the end of the month in which the Agreement expires.

- 3.4 Subsequent BC Fiscal Year amounts.** Before November 30<sup>th</sup> of each year during the Term, British Columbia will provide written notice to Esk'etemc First Nation of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.
- 3.5. Amount agreed to.** Esk'etemc First Nation agrees that the amount set out in the notice provided under section 3.4 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

## ARTICLE 4 - DELIVERY OF PAYMENTS

- 4.1 Recipient entity.** Unless Esk'etemc First Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Esk'etemc First Nation.
- 4.2 Election of Designate.** Esk'etemc First Nation may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:
- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
  - (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Esk'etemc First Nation and such appointment is confirmed by a Band Council Resolution of Esk'etemc First Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Esk'etemc First Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Esk'etemc First Nation or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of Esk'etemc First Nation (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
  - (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.
- 4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Esk'etemc First

Nation (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## ARTICLE 5 - CONDITIONS OF PAYMENT

**5.1 Reporting and compliance requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:

- (a) Esk'etemc First Nation having published all of the necessary statements and reports before the applicable dates as set out in Article 8 of this Agreement;
- (b) Esk'etemc First Nation being in all other respects in compliance with the terms of this Agreement; and
- (c) Revenue Sharing Contributions not having been suspended under Article 13 of this Agreement.

**5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Esk'etemc First Nation pursuant to this Agreement is subject to:

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

## ARTICLE 6 - CONSULTATION

**6.1 Satisfaction of consultation obligations.** The Parties agree that subject to 6.3, the process set out in Appendix B of this Agreement will be the means by which they will fulfill their obligations to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia will identify potential measures to accommodate any potential adverse impacts on the Esk'etemc First Nation's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.

**6.2 Map may be shared.** British Columbia may share the map attached as Appendix A, including digital versions of the map, with other provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.

**6.3 SEA or RA applies.** The Parties agree that notwithstanding 6.1:

- (a) if before the Effective Date Esk'etemc First Nation enters into a SEA, or RA that includes a consultation process which addresses forest and range management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;
- (b) if after the Effective Date Esk'etemc First Nation enters into a SEA, or RA that includes a consultation process which addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
- (c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.

**6.4 Capacity funding.** The Parties acknowledge and agree that to assist Esk'etemc First Nation to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, Esk'etemc First Nation will, under 1.4 of Appendix C, receive capacity funding of no less than \$35,000 per annum.

## **ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS**

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

**7.2 Revenue Sharing Contributions are an accommodation.** Esk'etemc First Nation agrees that the Revenue Sharing Contributions made under this Agreement constitute an accommodation for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plans, on Esk'etemc First Nation's Aboriginal Interests from April 1, 2018 to the end of the Term of this Agreement.

**7.3 Where consultation process followed.** Esk'etemc First Nation agrees that if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Esk'etemc First Nation's Aboriginal Interests.

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

**8.1 Statement of Community Priorities.** Esk'etemc First Nation covenants and agrees that it will:

- (a) within 60 days of the Effective Date, based on the First Fiscal Year Revenue Sharing Contribution, prepare a statement of community priorities for the Term substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives referred to in section 2.1(b); and
- (b) before the end of each BC Fiscal Year, consider whether the statement of community priorities identified in subsection (a) should be revised based on the updated Revenue Sharing Contribution for subsequent BC Fiscal Years agreed to under section 3.5.

**8.2. Annual Report.** Within 90 days of the end of each BC Fiscal Year, Esk'etemc First Nation will prepare an annual report, substantially in the form set out in Appendix F, identifying all expenditures made from the Payment Account since the date of the last such report or in the case of the first such report, since the Effective Date of this Agreement, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.

**8.3. Publication.** The statement of community priorities and annual report referred to in sections 8.1 and 8.2 will be published by Esk'etemc First Nation in a manner that can reasonably be expected to bring the information to the attention of its communities and the public within 90 days of the end of each BC Fiscal Year.

**8.4. Audit.** British Columbia may, at its sole discretion and at the sole expense of Esk'etemc First Nation, require an audit of the expenditures made from the Payment Account to determine that all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.

**8.5. Delivery of Report.** The annual report referred to in section 8.2 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.

**8.6. Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 120 days after First Nation receives the final Revenue Sharing Contribution from British Columbia.

## ARTICLE 9 - SECURITY DEPOSITS



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

## **ARTICLE 10 – SET OFF**

**10.1 Set off.** In addition to any other right under this Agreement, British Columbia may set off against any payment that Esk'etemc First Nation is entitled to receive under this Agreement, any unfulfilled financial obligations of Esk'etemc First Nation to British Columbia arising from a licence entered into as a result of a direct award tenure agreement between Esk'etemc First Nation, or a legal entity controlled by the Esk'etemc First Nation, and British Columbia.

**10.2 Notice.** British Columbia will notify Esk'etemc First Nation of the amount of the unfulfilled financial obligation before it exercises its right of set off under section 10.1.

## **ARTICLE 11 - ASSISTANCE**

**11.1 Non-interference.** Esk'etemc First Nation agrees it will not support or participate in any acts that frustrate, delay, stop or otherwise physically impede or interfere with provincially authorized forest activities.

**11.2 Cooperation and Support.** Esk'etemc First Nation will promptly and fully cooperate with and provide its support to British Columbia in seeking to resolve any action that might be taken by a member of First Nation that is inconsistent with this Agreement.

## **ARTICLE 12 - DISPUTE RESOLUTION**

**12.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Esk'etemc First Nation regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Esk'etemc First Nation; and

- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to assist in reaching resolution of the issue.

## **ARTICLE 13 - SUSPENSION and TERMINATION**

**13.1 Suspension of Revenue Sharing Contributions.** In addition to any other right under this Agreement, British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Esk'etemc First Nation:

- (a) is in material breach of its obligations under Articles 6, 8 or 11 or Appendix B of this Agreement; or
- (b) has outstanding unfulfilled financial obligations to British Columbia arising from a licence issued further to an agreement between Esk'etemc First Nation and British Columbia.

**13.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 13.1, British Columbia will provide notice to Esk'etemc First Nation of the reason for the suspension, including the specific material breach or the outstanding unfulfilled financial obligation on which it relies and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**13.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 13.2, British Columbia may terminate the Agreement at any time by written notice.

**13.4 Proceedings inconsistent with acknowledgments.** Notwithstanding any other provision of this Agreement, British Columbia may suspend Revenue Sharing Contributions and may terminate this Agreement at any time by written notice where Esk'etemc First Nation challenges or supports a challenge to an Administrative and/or Operational Decision, an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that:

- (a) contrary to section 7.2, a Revenue Sharing Contribution provided for under this Agreement does not constitute an accommodation for adverse impacts of such decisions, plans or activities on Esk'etemc First Nation's Aboriginal Interests; or
- (b) contrary to section 7.3, by British Columbia or a Licensee following the consultation process described in Appendix B, British Columbia has not adequately consulted with First Nation regarding the potential adverse impacts of such decisions, plans or activities on Esk'etemc First Nation's Aboriginal Interests.

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

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

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

## **ARTICLE 14 - TERM**

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

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

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

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

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

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

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

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

if to British Columbia:

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

and if to the Esk'etemc First Nation:

Chief Fred Robbins  
Esk'etemc First Nation  
PO Box 157  
Alkali Lake, BC V0L 1B0  
Telephone: (250) 440-5611  
Fax: (250) 440-5721

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

## ARTICLE 17 - GENERAL PROVISIONS

**17.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

**17.2 Not a Treaty.** This Agreement does not:

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) affirm, recognize, abrogate or derogate from any Esk'etemc First Nation's Aboriginal Interests.

**17.3 No Admissions.** Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Esk'etemc First Nation's Aboriginal Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or
- (c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

**17.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.

**17.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.

**17.6 Assignment.** Esk'etemc First Nation must not assign, either directly or indirectly, this Agreement or any right of First Nation under this Agreement without the prior written consent of British Columbia.

**17.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

**17.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Esk'etemc First Nation has Aboriginal Interests within the Traditional Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be determined. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of First Nation Aboriginal Interests.

**17.9 Third Parties.** This Agreement is not intended to limit any obligation of forest or range licensees or other third parties to Esk'etemc First Nation.

**17.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Esk'etemc First Nation from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.

**17.11 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

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

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

**17.14 Execution in Counterpart.** This Agreement may be entered into by a separate copy of this Agreement being executed by each Party and that executed copy being delivered to the other Party by a method provided for in Article 16 or any other method agreed to by the Parties.

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

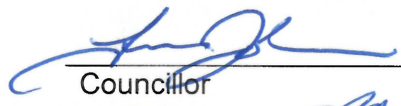
Signed on behalf of:

**Esk'etemc First Nation**

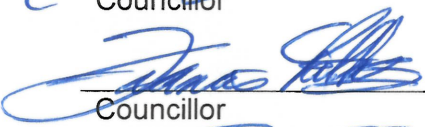


Chief Fred Robbins

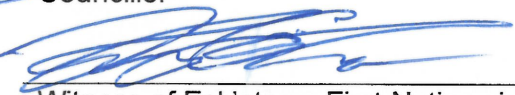
March 26/2019  
Date



Councillor



Councillor



Witness of Esk'etemc First Nation signatures

Signed on behalf of:

**Government of British Columbia**



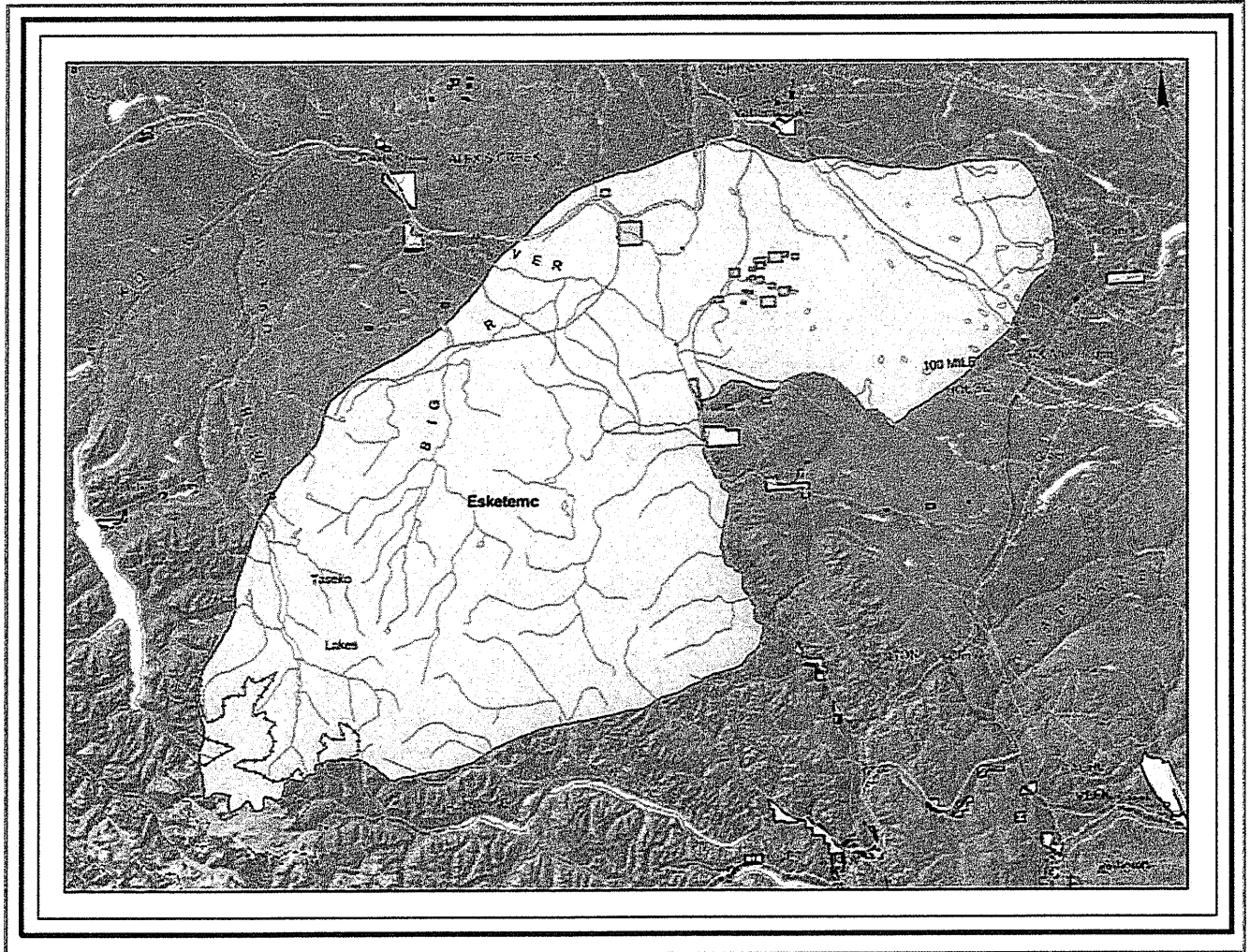
Minister of Indigenous Relations and Reconciliation

May 15, 2019  
Date



Witness of Minister signature

**APPENDIX A**  
**Map of Esk'etemc First Nation Traditional Territory**





## APPENDIX B

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

- 1.1 British Columbia will consult with Esk'etemc First Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Esk'etemc First Nation's Aboriginal Interests within the Traditional Territory, in accordance with this Appendix B.
- 1.2 Esk'etemc First Nation will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Traditional Territory in accordance with this Appendix B.
- 1.3 In order to facilitate consultation, the Parties will use the Matrix set out in section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.4 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "List of Decisions") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.5 If on or before January 31<sup>st</sup> a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31<sup>st</sup> of the current fiscal year.
- 1.6 If British Columbia becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Traditional Territory of Esk'etemc First Nation during the current fiscal year, British Columbia will notify the Esk'etemc First Nation of those decisions or plans and the Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.
- 1.7 If the Parties cannot agree upon which consultation level in section 1.10 of this Appendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Esk'etemc First Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.8 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Esk'etemc First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential adverse

impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Traditional Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

1.9 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Esk'etemc First Nation and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then British Columbia may proceed to make a decision regarding the decision or plan.

1.10 The Parties agree that:

- (a) as set out in the table below (the "Matrix") there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
- (b) subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix; and
- (c) the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Esk'etemc First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or Licensee engages directly with Esk'etemc First Nation, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Esk'etemc First Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Esk'etemc First Nation can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Esk'etemc First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Esk'etemc First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.

Level	Description	Intent
<b>4. Expedited Consultation Process</b>	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
<b>5. Normal Consultation</b>	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Esk’etemc First Nation of the final decision where requested by the Esk’etemc First Nation.
<b>6. Deep Consultation</b>	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant Aboriginal Interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Esk’etemc First Nation with the final decision and rational in writing.

- 1.10 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.11 Unless requested by the Esk’etemc First Nation, the Province is not obligated to inform the Esk’etemc First Nation of the Delegated Decision Maker’s decision where the consultation level in respect of the proposed decision was level three (3) or lower.

## Schedule 1 – List of Decisions

<b>Annual Decision List for 2018/2019</b>					
<b>As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)</b>					
Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region / Pending Decisions / Comments
<b>Allowable Annual Cut (AAC) at the Timber Supply Area</b>					
Timber supply reviews for AAC determination	Admin	Chief Forester	5	24 months total several 60-day consultations	Typical consultation occurs throughout the Timber supply review process. At the onset of the review, when the data package is released and when the public discussion paper is released.
AAC disposition /apportionment	Admin	Minister FLNR	5	30-60 days	Typically, a new AAC determination will result in a new apportionment by the minister. This process is closely linked to the TSR
Innovative Forestry Practices AAC	Admin	Regional Executive Director (RED)	5	30-60 days	After approving a person's forestry plan, the minister may increase the AAC authorized in the person's licence or agreement referred to in subsection (2) (a) by an amount that is justified according to timber supply analysis methodology approved by the chief forester or the chief forester's designate.
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	RED	5	30-60 days	
Issue CFA	Admin	RED/ District Manager (DM)	5	30-60 days	CFA grants exclusive right to harvest an AAC in a specific area.
CFA management plan approvals	Admin	RED	5	30-60 days	CFA grants exclusive right to harvest an AAC in a specific area.
CFA management plan amendments	Admin	RED	3	21-30 days	
Boundary/Area amendment	Admin	RED (legislation indicates DM or RED but currently it is the RED)	5	30-60 days	
CFA Replacement	Admin	RED/ DM	3	21-30 days	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 nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Cutting permit (CP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance/amendments	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	Operational	DM	1-2	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.
<b>Delisting Community Watersheds</b>					
Community Watersheds (Delisting, establishing or amending.	Admin	RED	5	30-60 days	
<b>Forest Licence (FL)-</b>					
AAC Designation	Admin	RED	5-6	60 days	
Licence transfer	Admin	Minister FLNR	3	21-30 days	Not a decision per se by Minister; but will require First Nation notification of transfer.
Section 18 transfers of AAC between TSAs	Admin	RED	5	30-60 days	
Innovative Forest Practices Agreements	Admin	RED	3-5	21-60 days	
Issuance of Forest licence (FL)/Non-	Admin	RED	3-5	21-60 days	The impact of the NRFL will vary depending on the scope of

**Annual Decision List for 2018/2019**

**As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)**

<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Cariboo Region / Pending Decisions / Comments</b>
replaceable forest licence (NRFL)					the license volume and geographic area.
Extension of FL/NRFL	Admin	RED	3	21-30 days	The impact of the NRFL will vary depending on the scope of the license volume and geographic area.
FL consolidation, and subdivision	Admin	RED	3	21-30 days	
FL replacement	Admin	RED	5	30-60 days	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 nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Exemptions from cut control limits for forest health	Admin	RED	3	21-30 days	Sec 75.9 of the Forest Act for forest licenses or Timber Sales Licence
Cutting permit (CP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance/amendments	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	Operational	DM	1-2	n/a	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.
<b>Forestry Licence to Cut (FLTC) and Occupant Licence to Cut (OLTC)-</b>					
Licence transfer	Admin	RED	3	21-30 days	
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	DM and RED	2	n/a	FLTC grants the right to harvest and or remove timber from specified areas. Small scale salvage, firewood, fence post. FLTC may be issued up to 2,000 cubic metres (m <sup>3</sup> ). The consultation process for SSS program varies amongst district offices.
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	DM	3	21-30 days	AAC is between 2000 to 5000 (m <sup>3</sup> )
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	RED	2-3	0-30 days	AAC is between 2000 to 5000 m <sup>3</sup> and the objective is to address fuel management.
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	DM	2	n/a	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.
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	Same as FLTC issued by FLNR
<b>First Nation Woodland Licence (FNWL)-</b>					
FNWL through treaty or interim measures agreement	Admin	RED	3	21-30 days	
Issue FNWL	Admin	RED /DM	5	30-60 days	Generally the same process as CFAs
CP issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP)	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur

### Annual Decision List for 2018/2019

#### As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region / Pending Decisions / Comments
issuance					based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	DM	1-2	n/a	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.
FNWL Replacement	Admin	RED /DM	5	30-60 days	The Minister must replace a licence unless the licensor denies it. A licence can be suspended if it does meet the condition of the licence such as nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Approval of management plan and AAC	Admin	RED	5	30-60 days	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products.
Area/boundary changes	Admin	RED /DM	5	30-60 days	Generally the same process as CFAs
Management Plan amendments including AAC amendments	Admin	RED /DM	3	21-30 days	Generally the same process as CFAs
<b>Land base Investment Strategy-(Forests For Tomorrow) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	DM	1-6	0-60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i> . <i>Examples include:</i> - <i>Brushing</i> - <i>Site Preparation</i> - <i>Planting</i> - <i>Rehabilitation Work</i>
Stand Treatments to meet timber objectives	Operational	DM	1-6	0-60 days	Consultation proponent driven as per the LBIS program guidelines
Forest Health Management	Operational	DM	2-3	0-30 days	
<b>Free Use Permits</b>					
Free Use Permits (i.e. firewood cutting, fence posts, First Nations' traditional and cultural activities)	Operational	DM	2	n/a	Trees for personal use, FA S 48 - G-H) For First Nation Cultural Use
<b>Government Actions Regulation Orders (GARS)</b>					
Generally GARS serve to protect lands from development (i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc.)	Admin	Deputy Minister or RED	2-3	0-30 days	
<b>Higher Level Plan Orders</b>					
Higher level plan orders i.e. CCLUP	Admin	RED	5	30-60 days	
Establishment of OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to	Admin	RED	2	n/a	

**Annual Decision List for 2018/2019**

**As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)**

<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Cariboo Region / Pending Decisions / Comments</b>
recruit old growth from younger stands					
<b>Land Act</b>					
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	Admin	FLNR or designate	5	30-60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Admin	FLNR or designate	3	21-30 days	
<b>Misc. Forest Tenures</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52)	Operational	DM and Timber Sales Manager	2	n/a	May be used FSR realignments, heli pad clearing for BCTS, research branch destructive sampling, and parks staff
Christmas Tree Management Plan approval	Operational	DM	1	n/a	
Christmas Tree Permit (CTP) to grow and/or harvest Christmas trees on Crown land, and CTP Re-issuance	Operational	DM	2	n/a	Often in association with compatible land use such as BC Hydro power line right of ways
<b>Range</b>					
New range tenure (re-issuance of relinquished tenure or no previous tenure)	Admin	DM	5	30-60 days	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.
Range tenure replacement	Admin	DM	3	21-30 days	During the 6 months beginning on the eighth anniversary of a licence, the DM 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.
Range tenure major amendments, boundary change	Admin	DM	5	30-60 days	
Grazing lease replacement	Admin	Director of Range Branch	3	21-30 days	Grazing leases are a 21 year tenure issued under the Land Act. New leases are not available, but existing leases may be renewed.
Grazing Lease Management Plan	Admin	Director of Range Branch	3	21-30 days	Grazing lease applicants must submit a management plan for approval by FLNR.
Grazing Lease Management Plan amendment	Admin	Director of Range Branch	2	n/a	
Grazing Lease Range Improvement	Admin	Director of Range Branch	2	n/a	A person must not carry out, construct, modify, remove, damage or destroy a range development on Crown range.
Grazing Permit Issuance	Admin	DM	3	21-30 days	
1 Year grazing permit issuance	Admin	DM	2	n/a	Generally low impact

**Annual Decision List for 2018/2019**

**As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)**

<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Cariboo Region / Pending Decisions / Comments</b>
Range Agreements (leases, permits and tenures)-minor boundary changes	Admin	DM	2	n/a	<ul style="list-style-type: none"> <li>•Non-Use Agreement</li> <li>•Boundary amendment between 2 adjacent licences</li> <li>•Licence boundary amendment, no AUM increase</li> </ul>
Range Agreements (leases, permits and tenures)-major amendments/boundary changes	Admin	DM	2-3	0-30 days	•New boundary where no previous cattle management has occurred.
Animal Unit Month (AUM) adjustment	Admin	DM	2-3	0-30 days	The DM may increase the AUM for a specified year.
Range Use Plan (RUP) or stewardship plan issuance	Operational	DM	3-5	60 days	Range use plans describe plant communities and the actions that will be taken to establish or maintain them, range readiness criteria and stubble heights.
Range use plan or range stewardship plan extensions/renewals	Operational	DM	3	21-30 days	Range Use Plans are reviewed every 5 years and are either extended or renewed.
RUP amendments (major)	Operational	DM	3	21-30 days	RUP amendments are usually in response to decisions described in this section.
RUP amendments (minor)	Operational	M	2	n/a	RUP amendments are usually in response to decisions described in this section.
Range developments not in RUP (large scale)	Operational	DM	3	21-30 days	<ul style="list-style-type: none"> <li>•New fence construction &gt;500m</li> <li>•Stock trails &gt;500m</li> <li>•Broadcast seeding of cut blocks</li> </ul>
Range developments not in RUP (small scale)	Operational	M	2	n/a	<ul style="list-style-type: none"> <li>•Fence maintenance</li> <li>•New fence construction &lt;500m</li> <li>•Any fence construction in an approved operational plan</li> <li>•Stock trails &lt;500m</li> <li>•Water development</li> <li>•Grass seeding on existing road, R/W or landing</li> <li>•Corrals on existing R/W or landing</li> <li>•Cattle guard installation/replacement on existing road</li> </ul>
Pest Management Plan	Operational	RED	3	21-30 days	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
<b>Roads</b>					
Road Use Permit (RUP) over existing Forest Service Roads (FSR) for industrial use	Operational	DM	2	n/a	Road Use Permits are issued on existing previously built roads. Road use permits ensure maintenance obligations are assigned to the primary user.
FSRs-major modifications or maintenance	Operational	DM	3-5	21-60 days	
Road Permit sections and amendment Deactivation	Operational	DM/Timber Sales Manager	2	n/a	Usually associated with cutting permits where consultation has already occurred and deactivation is in the proponent's operational plans.
<b>Recreation Sites and Trails (RST)</b>					
The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (Section 56 FRPA)	Admin	Rec Sites and Trails BC Assistant Deputy Minister	3	21-30 days	The majority of <i>new</i> authorizations under Sec 56 are likely to be for trails, not sites, as there are already quite a few rec sites that have been established in the past, and there is interest from recreation groups to establish more trails. Establishment under Sec. 56 adds the site or trail to the recreation features inventory, which provides more opportunity to protect the site or trail from negative use. "Rules of Use" can only be posted on sites or trails that have been established under Sec. 56.
Establishing objectives for recreation sites,	Admin	Rec Sites and Trails BC Assistant	3	21-30 days	Such objectives prevent forest operations from rendering a trail or recreation site un-usable for users.



**Annual Decision List for 2018/2019**

**As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)**

<b>Decision</b>	<b>Decision Type</b>	<b>Delegated Decision Maker<sup>1</sup></b>	<b>Consultation Level</b>	<b>Consultation Period</b>	<b>Cariboo Region / Pending Decisions / Comments</b>
trails or interpretative forests		Deputy Minister			
Dis-establish recreation sites and trails (Section 56 (1)(C) FRPA, or Varying the boundary of a site or trail (Section 56 (1)(b))	Admin	Rec Sites and Trails BC Assistant Deputy Minister	2	n/a	Disestablishment is relatively rare, only necessary when a site or trail is permanently closed (i.e. for public safety, etc.). Varying (increasing) the boundary of a site, trail or interpretive forest is also relatively rare, but may be used to add new trails to existing trail "networks" such as mountain bike trails, for example.
Authorize trail or recreation facility construction (Section 57 FRPA)	Admin	Rec Sites and Trails BC Regional Manager/ District Recreation Officer	2-5	0-60 days	Authorizing trail or recreation facility construction, with no land designation (i.e. the trail is not "established" as a recreation trail under Sec 56). Where authorization under Sec. 57 is not required (i.e. minor clearing of brush or downed trees on a pre-existing trail), then no notification or consultation would occur, so in these cases the Province would just provide information on request.
Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use.	Admin	Rec Sites and Trails BC Regional Manager	1-2	n/a	Closures / restrictions are put in place to protect land from degradation, so the Province feels these have no impact to Aboriginal rights. Discussions on access for First Nations use (i.e. Gates) could occur when these things come up. Also under Section 58 (3), the minister must post a notice of an order under subsection (1) in the area to which the order applies, so it makes sense to include as Notification Level.
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	Admin	DM	5	30-60 days	
SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	DM	3	21-30 days	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	30-60 days	The Chief Forester must determine an 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.
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60 day consultation	Multiple 60 day processes at discreet intervals over 24 month period
Deletion of Crown land	Admin	Minister FLNR	5	30-60 days	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.
TFL consolidation, and subdivision	Admin	Minister FLNR	3	21-30 days	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.
Deletion of Private land	Admin	Minister FLNR	3	21-60 days	
TFL replacement	Admin	Minister FLNR	3-5	21-60 days	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 nonpayment to the Crown, failing to the Establishment of a Free Growing Stand.
Licence transfer	Admin	Minister FLNR	3	21-30 days	The holder of an agreement (tree farm license) may transfer

### Annual Decision List for 2018/2019

#### As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region / Pending Decisions / Comments
					an agreement to another person. Both parties have to inform the government of the transfer. Any private land associated with the TFL remains subject to the TFL. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially, their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the licence transfer consultation process.
Cutting permit (CP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	DM	1-2	n/a	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.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister FLNR	3	21-30 days	
TL consolidation	Admin	Minister FLNR	3	21-30 days	
Extension	Admin	RED	5	30-60 days	
Exemptions from cut control limits for forest health TL	Admin	RED	3	21-30 days	
<b>Woodlot Licence (WL)</b>					
Establishment and advertising of WL area.	Admin	DM	5	30-60 days	A WL has a term up to 20 years which grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL may include private land or reserve lands. A WL may be competitively or directly awarded.
Exemptions from cut control limits for forest health	Admin	RED	3-4	10-30 days	Usually related to Fire, Pests or disease.
Issue a WL	Admin	DM	3-5	21-60 days	Same as establishment but would be separate consultation
Management Plan approvals	Admin	DM	5	30-60 days	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.
Management Plan Amendments	Admin	DM	1-6	0-60 days	Depending on the scale of the amendment
Timber supply reviews for AAC determination	Admin	DM	5	30-60 days	Multiple 60 day processes at discreet intervals over 24 month period. Usually in conjunction with the District TSR.
WL Plan approvals	Admin	DM	5	30-60 days	A woodlot licensee must have an approved Woodlot Licence Plan (WLP) from the government before they can harvest timber or build roads on Crown or reserve lands. First, a licensee submits a WLP to the government for approval. Once approved, the licensee can apply a cutting and road permits to harvest timber or build roads. A WLP may be approved for a 10 year term.
WL Plan amendments	Admin	DM	2-3	0-30 days	
Major Boundary/Area amendment (>10%)	Admin	DM	5	30-60 days	
Minor Boundary/Area	Admin	DM	3-5	21-60 days	Any amendment that reduces the size of the area within the

**Annual Decision List for 2018/2019**

**As per Section 1.3 of the Forest and Range Consultation and Revenue Sharing Agreement (FRCSA)**

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amendment (<10%)					boundaries of the original boundary will be a level 2-Available upon Request.
Deletion of Private land	Admin	Minister FLNR	2	n/a	
Consolidation of 2 woodlot licenses	Admin	RED	2	n/a	
Replacement of a woodlot license	Admin	RED	2	n/a	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 nonpayment to the Crown, failing to Established a Free Growing Stand.
Licence transfer	Admin	RED	2	n/a	
Cutting permit (CP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	DM	1-6	0-60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	DM	1-2	n/a	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.
<b>BC Timber Sales TSL/RP-</b>					
BC Timber Sales' Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5	30-60 days	
<b>TFL/FL/CFA/WL/ FNWL-</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP	Operational	DM	5	30-60 days	
FSP and WLP extensions	Operational	DM	3	21-30 days	

**APPENDIX C**

## **Revenue Sharing Contribution Methodology**

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

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the X District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the Cariboo Chilcotin, Cascades, and 100-Mile House Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Esk'etemc First Nation's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Esk'etemc First Nation's Traditional Territory will be calculated by determining the percent of Esk'etemc First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Cariboo Chilcotin, Cascades, and 100-Mile House Forest Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Esk'etemc First Nation as described in section 1.2 of this Appendix.
- 1.4 If Esk'etemc First Nation is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Esk'etemc First Nation as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

### **Direct Award Tenure Forest Revenue Sharing Component**

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared detailing of Esk'etemc First Nation's Forest License forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from Eligible Volume within the Forest Licence.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed. Notwithstanding section 2.1 of this Appendix, for any First Nations Woodland Licences, the Direct Award

Forest Tenure Revenue Sharing Component will be calculated by multiplying 85% of the forest revenue as described in section 2.0 of this Appendix.

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

### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the Term.
- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Esk'etemc First Nation in any given full year under the Esk'etemc First Nation *Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2018/19 BC Fiscal Year 40 percent;
  - 3.2.2 2019/20 BC Fiscal Year 40 percent;
  - 3.2.3 2020/21 BC Fiscal Year 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2018/19 under section 3.1 provides:
- (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Esk'etemc First Nation Forest and Range Opportunity Agreement*, then Esk'etemc First Nation will receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2018/19; and
  - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Esk'etemc First Nation Forest and Range Opportunity Agreement*, then Esk'etemc First Nation will receive an annual payment for BC fiscal Years 2018/19 that is equal to the annual payment received under the *Esk'etemc First Nation Forest and Range Agreement*.

## **APPENDIX D**

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

## APPENDIX E

### Esk'etemc First Nation Statement of Community Priorities

*(Example only)*

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2018/2019	2019/2020	2020/2021		

2018/2019 Revenue Sharing Contribution \$366,150

2019/2020 Revenue Sharing Contribution \$381,844

2020/2021 Revenue Sharing Contribution \$To Be Determined

2022/2022 Revenue Sharing Contribution \$To Be Determined

## APPENDIX F

### Esk'etemc First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

Socio-economic Priority	2018/19 Planned Expenditures	2018/19 Actual Expenditures	Outcomes Achieved	Variance Explanation

**Confirmation**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name) On behalf of Esk'etemc First Nation