

**Xaxli'p  
Interim Agreement on Forest & Range Opportunities  
(the "Agreement")**

**Between:  
The Xaxli'p**

As represented by  
Chief and Council  
(the "Xaxli'p")

**And**

**Her Majesty the Queen in Right of the Province of British Columbia  
As represented by the Minister of Forests and Range  
("British Columbia")**

(collectively the "Parties")

**Whereas:**

- A. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.**
- B. This Agreement is in the spirit and vision of the "New Relationship".**
- C. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.**
- D. Xaxli'p maintains that their aboriginal title and rights give Xaxli'p unique responsibilities for stewardship of lands, resulting in a relationship where the health of the land is directly linked to the health of Xaxli'p culture, including the maintenance of Xaxli'p's community, governance and economy. However, the Parties acknowledge that they have differing views and legal and factual interpretations of the nature, scope and location of Xaxli'p's aboriginal rights and/or aboriginal title.**

- E. Xaxli'p has Aboriginal Interests within its Traditional Territory and Shared Area.**
- F. Xaxli'p has prepared their Traditional Use Study, and an Ecosystem-based Management Plan for their Traditional Territory and Shared Area, and will use these materials to develop a management plan for a Probationary Community Forest Agreement offered to the Xaxli'p pursuant to this agreement and to inform their participation in consultation under this agreement.**
- G. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory and/or Shared Area.**
- H. References in this Agreement to Crown Lands are without prejudice to the Xaxli'p's aboriginal title and/or rights claims over those lands.**
- I. British Columbia intends to seek an Interim Accommodation with the Xaxli'p on forest and/or range resource development activities proposed within Xaxli'p Traditional Territory and/or Shared Area that may lead to the infringement of Xaxli'p's Aboriginal Interests, as they relate to the economic component of forest and range resource development.**
- J. British Columbia intends to consult and seek an Interim Accommodation with Xaxli'p on forest and/or range resource development activities proposed within Xaxli'p Traditional Territory and/or Shared Area that may lead to the infringement of Xaxli'p's Aboriginal Interests.**
- K. Xaxli'p intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within Xaxli'p's Traditional Territory and/or Shared Area, that may lead to an infringement of Xaxli'p's Aboriginal Interests.**
- L. British Columbia and Xaxli'p wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.**

Therefore the Parties agree as follows:

## **1 Definitions**

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

- 1.1 **“Operational Decision”** means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in Xaxli'p's Traditional Territory and/or Shared Area.
- 1.2 **“Operational Plan”** means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in Xaxli'p's Traditional Territory and/or Shared Area.
- 1.3 **“Aboriginal Interests”** means aboriginal rights and/or aboriginal title.
- 1.4 **“Administrative Decision”** means one or more of the following decisions made by a person under forestry legislation.
- The making, varying, or postponing of Allowable Annual Cut determinations (AAC) for a Timber Supply Area or a Forest Tenure;
  - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
  - The adjustment of Animal Unit Months in a Range Tenure;
  - The extension of the term of, or replacement of a Forest and/or Range Tenure;
  - The disposition of volumes of timber arising from undercut decisions on Forest Tenure;
  - The conversion of a Forest Tenure to a different form of Forest Tenure;
  - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;
  - The issuance of a Special Use Permit;
  - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
  - The deletion or addition of provincial forest;
  - The transfer of AAC between Timber Supply Areas;
  - The removal of private land from a Woodlot Licence or a Tree Farm Licence; and
  - The establishment of an interpretive forest site, recreation site, and recreation trail.
- 1.5 **“Forest Tenure”** means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6 **“Range Tenure”** means an agreement granting rights over Crown range as defined in the *Range Act*.

- 1.7 **“Traditional Territory” means Xaxli’p’s Traditional Territory as shown on bold black on the map attached in Appendix A.**
- 1.8 **“Shared Area” means Xaxli’p’s Shared Area as shown on bold black on the map attached in Appendix B.**
- 1.9 **“Licensee” means a holder of a Forest Tenure or a Range Tenure.**
- 1.10 **“Interim Accommodation” means an accommodation provided in this Agreement, of the potential infringements of the economic component of Xaxli’p’s Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.**
- 1.11 **“Complete Information” means reasonably available and relevant background and supporting documents that are required to evaluate the potential impact to Xaxli’p’s Aboriginal Interests that may occur as a result of the Operational or Administrative Decision or Operational Plan, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.**

## 2.0 Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1 **Subject to the issuance of a Probationary Community Forest Agreement by the Minister pursuant to this Agreement, provide an opportunity for Xaxli’p to implement their Traditional Use Study and Ecosystem-based Plan through the vehicle of a management plan for that tenure.**
- 2.2 **Create viable economic opportunities and to assist in the improvement of social conditions of Xaxli’p through economic diversification.**
- 2.3 **Provide interim payment and other economic benefits to Xaxli’p through a forest tenure opportunity and/or economic benefits related to forestry received by British Columbia from forest resource development.**
- 2.4 **Address consultation and provide Interim Accommodation, as set out in this Agreement.**

- 2.5 Provide a period of stability to forest and/or range resource development on Crown lands within the Traditional Territory and Shared Area of Xaxli'p during the term of this Agreement, while longer term interests are addressed through other agreements or processes.**

### **3.0 Economic Benefits to Xaxli'p**

**During the term of this Agreement, British Columbia will provide the following economic benefits to Xaxli'p:**

#### **3.1 Probationary Community Forest Agreement**

**After the execution of this Agreement by the Parties, the Minister of Forests and Range will invite Xaxli'p, or such legal entity as Xaxli'p has appointed as its representative to hold the tenure, to apply under section 43.51 of the *Forest Act* for a Probationary Community Forest Agreement (“PCFA”) (the “tenure”) for up to 25,683 cubic metres annually for five years in the Lillooet Timber Supply Area. Xaxli'p will propose an Allowable Annual Cut (AAC) for the PCFA based on the Xaxli'p Ecosystem-based Management Plan and Traditional Use Study. The proposed AAC will be included in the PCFA Management Plan to be submitted for approval to the Regional Executive Director.**

- 3.1.1 For greater certainty, the maximum volume that may be available under the PCFA referred to in section 3.1 will be up to 128, 415 cubic metres over 5 years.**
- 3.1.2 The proposed PCFA boundary is the area identified on the map attached to this Agreement as Appendix C. The proposed boundary will be finalized through the PCFA application process.**
- 3.1.3 A PCFA entered into as a result of an invitation to apply under Section 3.1 will be for a term of 5 years.**
- 3.1.4 The letter of invitation from the Minister will acknowledge that Xaxli'p will use the Xaxli'p Ecosystem-based Management Plan and Traditional Use Study in developing a management plan for the PCFA.**
- 3.1.5 Subject to 3.1.1 through 3.1.4, Xaxli'p's licence application will be prepared in accordance with the Ministry of Forest and Range's application requirements for direct award PCFAs and will be subject to the approval of the Regional Executive Director.**

- 3.1.6** If the PCFA remains in effect beyond the term of this Agreement, the community forest agreement tenure will continue to be considered by the Parties to be Interim Accommodation until the tenure expires or is terminated.
- 3.1.7** The Minister or a person authorized by the Minister may extend or replace the PCFA as set out in section 3.1.8, if such an extension or replacement is permissible in law at the time of the proposed extension or replacement.
- 3.1.8** In accordance with section 3.1.7 and so long as there continues to be a signed forestry agreement between Xaxli'p and the British Columbia, the Minister or a person authorized by the Minister may:
- (i) extend the PCFA in five year terms;
  - (ii) choose to remove or change the conditions of the PCFA in accordance with the *Forest Act*, including replacement of Xaxli'p's PCFA with a long term Community Forest Agreement (CFA); or,
  - (iii) allow the current PCFA to expire.

## **3.2 Range Tenure**

- 3.2.1** If Crown range vacancy is available for disposition to Xaxli'p, then subject to the *Range Act*, the Cascades and/or Kamloops Forest District Manager, as applicable, will direct award a Range Permit, within Xaxli'p's Traditional Territory and/or Shared Area, to Xaxli'p for up to 500 Animal Unit Months (AUMs).

## **3.3 Interim Payment**

- 3.3.1** During the term of this Agreement, British Columbia will make an interim payment to Xaxli'p of approximately \$428,053 annually. Payments will be made quarterly.
- 3.3.2** The funding commitment set out in section 3.3.1 is subject to the availability of annual appropriations for that purpose by British Columbia.
- 3.3.3** For the purposes of determining amounts for partial years, one-fourth (i.e.  $\frac{1}{4}$ ) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect.
- 3.3.4** Upon signing of this Agreement, Xaxli'p will be paid the full revenues for the quarter in which the Agreement is signed (e.g. if this

**Agreement is signed at the end of the quarter, the FN would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.**

**3.3.5 British Columbia will not seek to direct or influence the expenditure of the funds provided to Xaxli'p.**

**4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans**

- 4.1 Xaxli'p is entitled to full consultation with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting Xaxli'p's Aboriginal Interests, regardless of benefits provided under this Agreement.**
- 4.2 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by British Columbia, Xaxli'p agrees that British Columbia will have provided Interim Accommodation with respect to the economic component of potential infringements of Xaxli'p's Aboriginal Interests related to forestry and range activities within Xaxli'p's Traditional Territory and/or Shared Area.**
- 4.3 The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range is able to pay as an interim measure, which Xaxli'p has agreed to accept, along with other benefits as specified in Section 3.0, as an interim measure for potential infringements of Xaxli'p's Aboriginal Interests related to forestry and/or range activities.**
- 4.4 The Province acknowledges that the timber and range opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes are underway that will assist in determining the appropriate accommodation in respect of impacts on Xaxli'p's Aboriginal Interests as a result of forest and/or range activities occurring within their Traditional Territory and/or Shared Area.**
- 4.5 Nothing in this Agreement restricts the ability of Xaxli'p to seek additional accommodation for impacts on its Aboriginal Interests from forest and/or range resource development within its Traditional Territory and/or Shared Area.**
- 4.6 The Ministry of Forests and Range will share Complete Information in a timely manner with Xaxli'p, regarding Operational and Administrative**

**Decisions for forest and/or range developments affecting Xaxli'p's Aboriginal Interests within their Traditional Territory and/or Shared Area. Information will be in paper and/or electronic formats, appropriate to the situation, to enable Xaxli'p to adequately analyze the potential impacts to their Aboriginal Interests. The Joint Committee, referred to in Appendix D, will seek to further define what constitutes Complete Information and the appropriate formats for sharing information for specific decisions and/or levels of consultation.**

- 4.7 The Parties agree to implement consultation processes utilizing the framework outlined in Appendix D to address Operational and Administrative Decisions and Operational Plans which may affect Xaxli'p's Aboriginal Interests within their Traditional Territory and/or Shared Area.**
- 4.8 British Columbia agrees to consult with the Xaxli'p on Operational and Administrative Decisions and Operational Plans that may potentially infringe Xaxli'p's Aboriginal Interests, related to forestry and range matters within Xaxli'p's Traditional Territory and/or Shared Area, except for the economic component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.**
- 4.9 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adhered to by British Columbia, including the economic benefits provided by British Columbia in section 3.0 being received by Xaxli'p, and adherence to the consultation process in Appendix D, Xaxli'p agrees that British Columbia has fulfilled its duties to consult with respect to the economic component of potential infringements of Xaxli'p' Aboriginal Interests related to forestry and range matters, resulting from Operational and Administrative decisions made by statutory decision makers.**
- 4.10 Provided the consultation provisions specified in Appendix D are followed and the benefits in section 3 are provided by British Columbia, Xaxli'p agrees to fully participate, as set out in Appendix D, in the review of Operational and Administrative Decisions and Operational Plans provided to them by British Columbia and by licensees that may potentially infringe Xaxli'p's Aboriginal Interests, related to forestry and range matters within Xaxli'p's Traditional Territory and/or Shared Area.**



- 4.11 Where Xaxli'p is a member of a larger Tribal Nation, this Agreement does not limit the obligation of British Columbia to fulfil its consultation obligations with the Tribal Nation.**

## **5.0 Dispute Resolution**

- 5.1 If a dispute arises between British Columbia and Xaxli'p regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable and not later than 60 days from the initiation of the dispute to attempt to resolve the dispute.**
- 5.2 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 Xaxli'p.**
- 5.3 If the interpretation dispute cannot be resolved by the Parties directly, they will, within 30 days from the date on which they determine that they are unable to resolve the dispute, appoint an independent and mutually agreeable mediator to assist them to resolve the dispute as soon as is practicable but not later than 90 days from the date on which they determine that they are unable to resolve the dispute, or such other period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.**
- 5.4 British Columbia will cost share with Xaxli'p all aspects of any and all dispute resolution processes carried out under this Agreement.**

## **6.0 Term and Termination**

- 6.1 The term of this Agreement is 5 years.**
- 6.2 This Agreement will take effect on the date on which the last Party has executed it.**
- 6.3 This Agreement will terminate on the occurrence of the earliest of:**
- 6.3.1 The expiry of its term;**
  - 6.3.2 90 days notice by one Party to the other Party; or,**
  - 6.3.3 The mutual agreement of the Parties.**
- 6.4 Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.**

- 6.5** When 90 day notice of termination has been given under Section 6.3, the Joint Consultation Committee, as referred to in Appendix D, will meet as soon as practicable and not later than 30 days after the date notice has been given and endeavour to resolve the issue that has given rise to the 90 day notice of termination. If the Joint Consultation Committee is unable to resolve the issue at the initial meeting, then the Committee may recommend a subsequent process appropriate to situation.
- 6.6** At the discretion of Xaxli'p, this agreement may be terminated as per 6.3 in favour of participating in other forestry agreements mutually agreed to by both Parties, such as the St'at'imc Interim Forestry Agreement, should it be finalized.

#### 7.0 Renewal of the Agreement

- 7.1** Six months prior to this Agreement terminating in accordance with Section 6.3.1, if the terms and conditions of this Agreement are being met, British Columbia and Xaxli'p will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.
- 7.2** Any subsequent forestry agreement between British Columbia and Xaxli'p may provide for an opportunity to extend or replace the PCFA, acquire other forest tenures, and/or provide other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

#### 8.0 Amendment of Agreement

- 8.1** Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2** Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.
- 8.3** The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. Xaxli'p may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.

## **9.0 Entire Agreement**

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

## **10.0 Notice**

- 10.1 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.**
- 10.2 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.**
- 10.3 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 Forests and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria B.C. V8W 9C3  
Telephone (250) 356-5012  
Facsimile (250) 953-3687

### **Xaxli'p**

Chief Darrell Bob  
Box 1330  
Lillooet, B.C. V0K 1V0  
Telephone: (250) 256-4800  
Facsimile: (250) 256-4803

## **11.0 Miscellaneous**

- 11.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.**

- 11.2 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 aboriginal title, or limit any priorities afforded to aboriginal rights, including aboriginal title.**
- 11.3 This Agreement does not address or prejudice conflicting interests or competing claims between St'at'imc Communities and/or First Nations.**
- 11.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.**
- 11.5 The Province acknowledges and enters into this Agreement on the basis that Xaxli'p has aboriginal rights and/or title within their Traditional Territory and Shared Area and further that the specific nature, scope or geographic extent of the aboriginal rights and/or title of Xaxli'p have not yet been 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 Xaxli'p.**
- 11.6 Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.**
- 11.7 This Agreement does not address or affect any claims by Xaxli'p regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement.**
- 11.8 This Agreement and any decisions and or forest and range tenures issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.**
- 11.9 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.**
- 11.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.**
- 11.11 The applicable laws of British Columbia and Canada shall govern this Agreement.**

**11.12 British Columbia encourages forest licensees to enter into mutually-beneficial arrangements with Xaxli'p.**

**11.13 This Agreement is not intended to limit any obligation of forest licensees or other third parties to Xaxli'p.**

**11.14 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.**

**11.15 This Agreement does not exclude Xaxli'p from accessing forestry economic opportunities and benefits, which may be available, other than those expressly set out in this Agreement.**

## **12.0 Giving Effect to the New Relationship**

**12.1 Notwithstanding this agreement, the Parties will, at the request of Xaxli'p, enter into discussions, and may negotiate interim agreements in relation to forestry, range and related planning that give effect to the New Relationship, which may include, but are not limited to the following components:**

- (a) a process for shared decision making about the land and resources;**
- (b) new mechanisms for land and resource protection;**
- (c) a process for Xaxli'p's land use planning at all spatial scales and for reconciliation of Crown and Xaxli'p's plans;**
- (d) dispute resolution processes which are mutually determined for resolving conflicts rather than adversarial approaches to resolving conflicts;**
- (e) financial capacity for Xaxli'p and resourcing for British Columbia to develop and implement new frameworks for shared land and resource decision making and other components listed above;**
- (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by Xaxli'p to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above; and**

**Xaxli'p Forest and Range Opportunity Agreement – Final, September 28, 2006**

**(g) Mountain Pine Beetle Infestation in Xaxli'p's Traditional Territory and/or Shared Area.**

**12.2 The Parties acknowledge that there are broader processes underway with respect to the New Relationship which, at the discretion of the Parties, may benefit and, at times assist, the Parties in negotiating with respect to the issues set out in section 12.1.**

Signed on behalf of:

Xaxli'p

Date: September 28, 2006

  
Chief

Councillor Howard Bol Councillor Milton Van

Councillor Don Billy Councillor \_\_\_\_\_

Councillor \_\_\_\_\_ Councillor \_\_\_\_\_

Councillor \_\_\_\_\_

  
Witness of Xaxli'p's signatures

Signed on behalf of:

**Government of British Columbia** Date: Dec 1/06



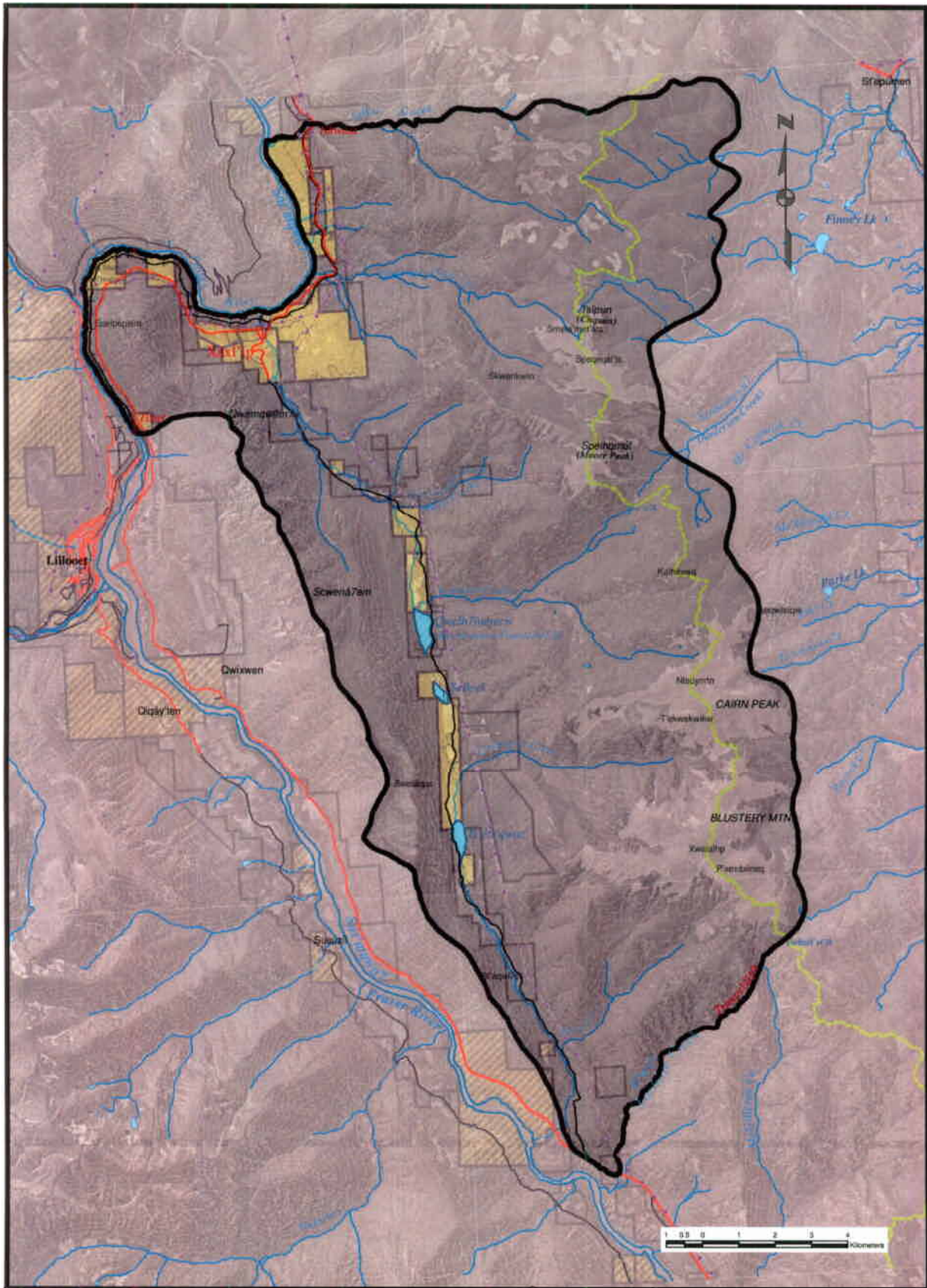
**Rich Coleman**  
**Minister of Forests and Range**



**Witness of Minister's signature**

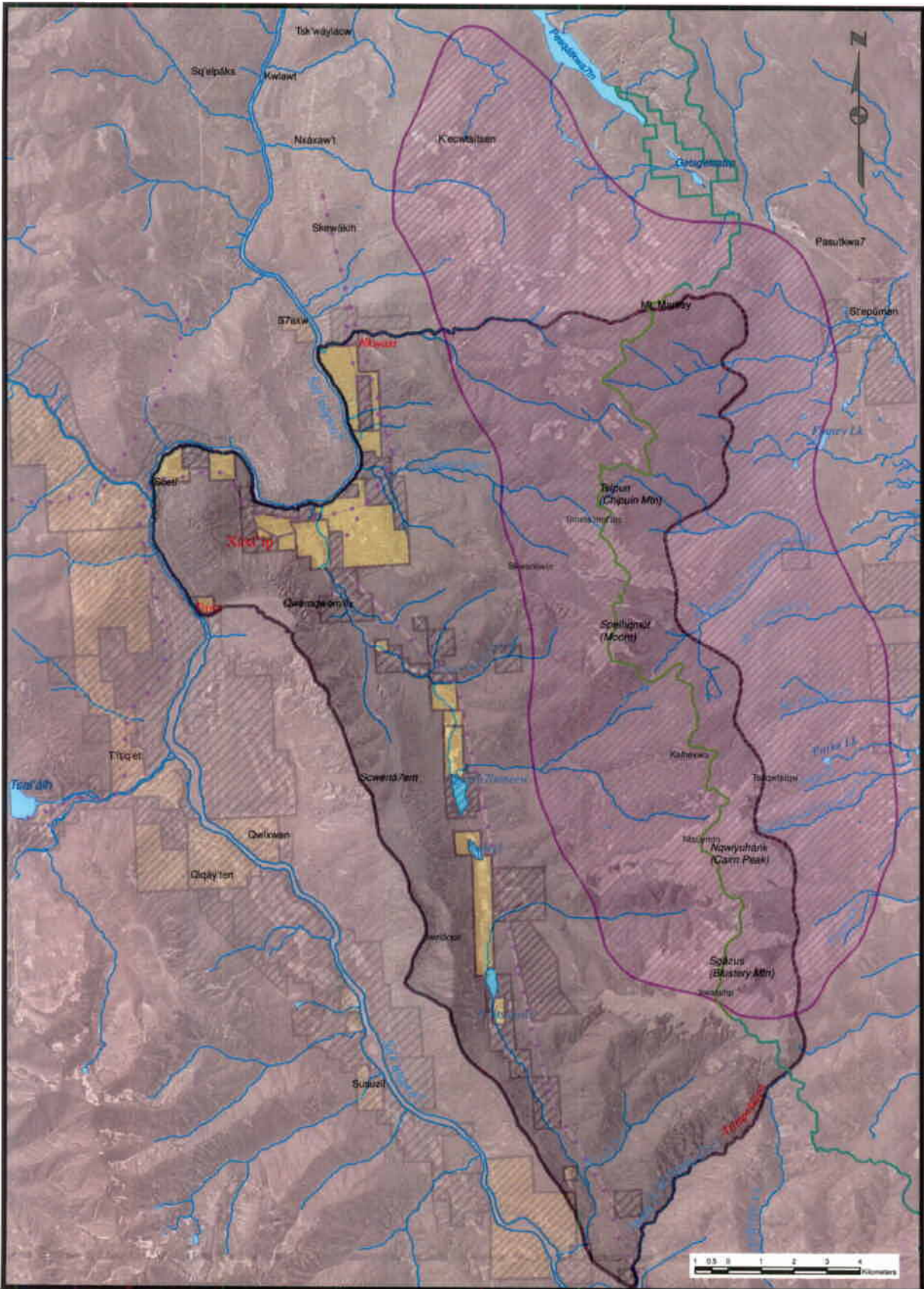
**APPENDIX A**  
**Map of Xaxli'p Traditional Territory**





<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> XÁXL'IP TRADITIONAL TERRITORY</li> <li><span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> RESERVES</li> <li><span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> LAKES</li> <li><span style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> PRIVATE</li> <li><span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Other</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 1px dashed green; width: 20px; display: inline-block; margin-right: 5px;"></span> LTSA</li> <li><span style="color: blue; font-size: 1.2em;">→</span> Hydro Lines</li> <li><span style="border-bottom: 1px solid red; width: 20px; display: inline-block; margin-right: 5px;"></span> Paved Roads</li> <li><span style="border-bottom: 1px solid grey; width: 20px; display: inline-block; margin-right: 5px;"></span> Gravel Roads</li> <li><span style="border-bottom: 1px dashed grey; width: 20px; display: inline-block; margin-right: 5px;"></span> Forestry Roads</li> <li><span style="border-bottom: 1px solid black; width: 20px; display: inline-block; margin-right: 5px; position: relative; top: -2px;"><span style="position: absolute; top: 5px; left: -5px; right: -5px; border: 1px solid black; height: 2px;"></span></span> RAIL LINES</li> </ul>	<p><b>XÁXL'IP TRADITIONAL TERRITORY</b></p> <p><b>APPENDIX A</b></p> <p><b>1:100,000</b></p> <div style="text-align: left; margin-top: 10px;">  </div>
<p><b>FIGURE 1.1</b></p>		<p>Prepared by: Nora Billy      Date: September, 2000</p>

**APPENDIX B**  
**Map of Xaxli'p Shared Area**



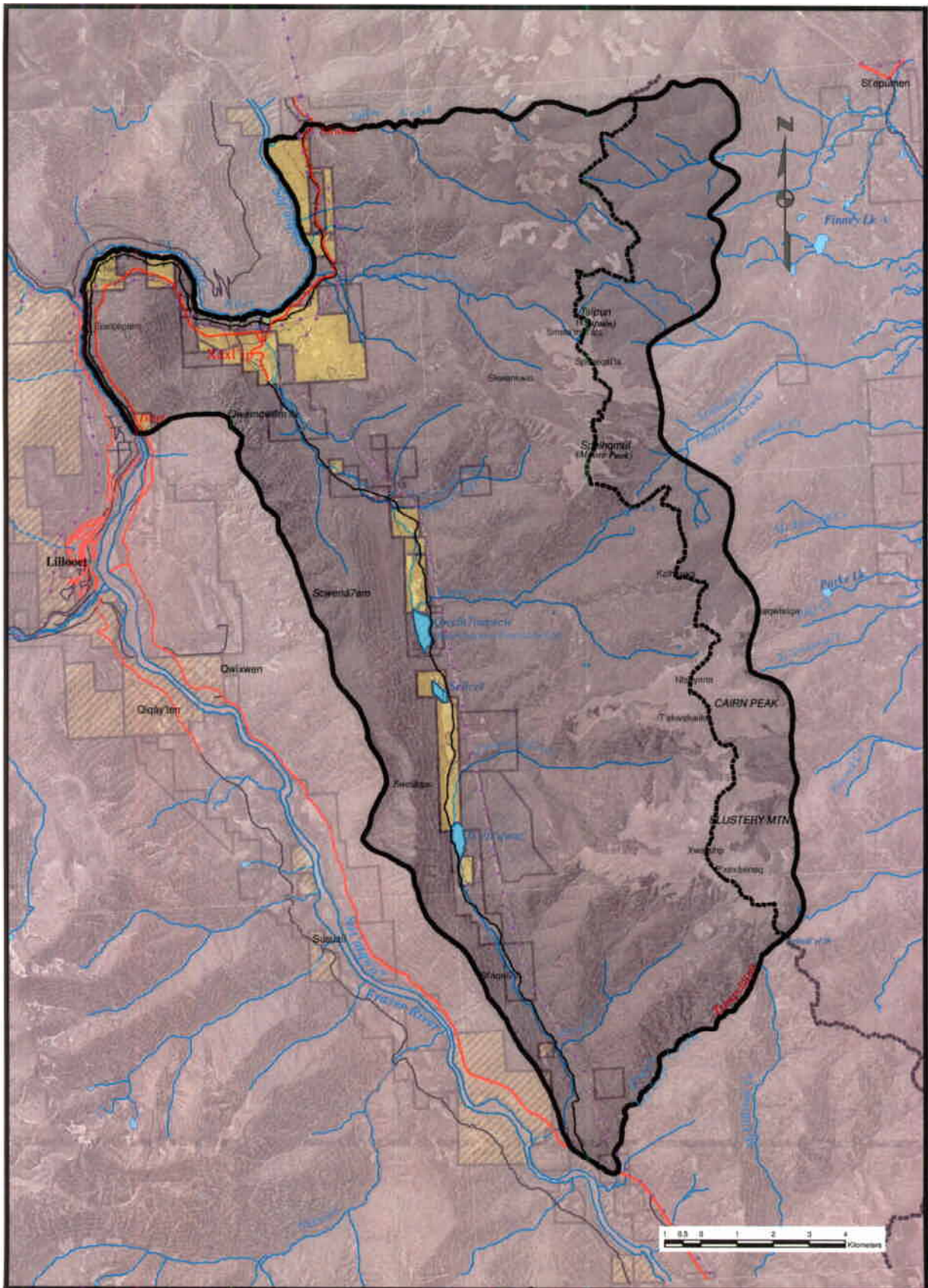
**Legend**

- |                              |                |
|------------------------------|----------------|
| XAXLIP TRADITIONAL TERRITORY | Hydro Lines    |
| RESERVES                     | Paved Roads    |
| LAKES                        | Gravel Roads   |
| PRIVATE                      | Forestry Roads |
| Other                        | RAIL LINES     |
|                              | SHARED AREA    |



**XAXL'IP /  
SHARED AREA**  
1:110,000

**APPENDIX C**  
**Probationary Community Forest Agreement**



Legend	
XÁXL'IP TRADITIONAL TERRITORY	PROPOSED EASTERN PCFA BOUNDARY (L TSA)
RESERVES	Hydro Lines
LAKES	Paved Roads
PRIVATE	Gravel Roads
Other	Forestry Roads
	RAIL LINES



**XÁXL'IP  
PROPOSED PCFA BOUNDARY**  
APPENDIX C  
1:100,000

FIGURE 1.1

Prepared by: Nora Billy | Date: September, 2008

## **APPENDIX D**

### **Consultation Framework**

The following consultation framework will be applied to the extent possible to decisions and processes that were initiated prior to, and are underway at the time of, signing this agreement.

The Parties will establish a Joint Consultation Committee (the "Committee") which will be comprised of representatives of Xaxli'p and a matching number of representatives from the Ministry of Forests and Range, including representatives from both the Cascades and Kamloops Forest Districts as well as the Southern Interior Forest Region, depending on the nature of the issues to be addressed at any given meeting. The purpose of the Committee is to improve understanding on the part of both Xaxli'p and British Columbia as to the nature of Xaxli'p's concerns with respect to impacts of forestry and range decisions and operations on Xaxli'p Aboriginal Interests and the opportunities for British Columbia to address these concerns.

**The duties of the Committee shall be:**

- 1) To develop, update and amend as needed, mutually agreed, detailed consultation processes for specific categories of decisions.**
  - a) As part of developing and maintaining detailed consultation processes, British Columbia will provide to Xaxli'p a draft consultation matrix on an annual basis listing all proposed Administrative and Operations Decisions and who the decision makers are for each forestry and/or range decision that will have an effect in Xaxli'p's Traditional Territory and/or Shared Area.
  - b) With the understanding that it is important for Xaxli'p to be aware of and have an opportunity to participate in all decisions, but that different decisions may require different consultation approaches, on an annual basis the Committee will jointly review the list of decisions and agree on consultation approaches, including the level of consultation, for each decision. The table below is a starting point for defining the necessary details for each type of decision and identifying special cases which need specific consultation approaches.
  - c) The Committee will explore opportunities to include guidelines or portions of guidelines provided by Xaxli'p in the Xaxli'p Meaningful Consultation Policy, Ecosystem-based Management Plan, Traditional Use Study and Xaxli'p Forest Policy in specific consultation approaches to the extent that doing so is consistent with the Ministry of Forests and Range's statutory jurisdiction, authorities, responsibilities and legal advice.
  - d) To address unforeseen and emergent issues, either upon the request of Xaxli'p or when British Columbia becomes aware of other proposed Decisions, British Columbia will provide to Xaxli'p an updated list of decisions and the parties will

discuss how to adapt an existing consultation approach to the new situation and/or develop a new consultation approach appropriate to the new situation.

1. Planning- FN involvement      2. Available on Request      3. Notification      4. Expedited process      5. Normal Consultation:      6. Deep consultation



Description and intent of consultation spectrum levels

Level	Description	Comment on Intent
1) <b>Planning referral:</b> prior to formal consultation process	Referral to Xaxli'p during planning to provide opportunity to incorporate aboriginal interests <i>prior</i> to submitting plan/request to Statutory Decision Maker	3 <sup>rd</sup> party volunteer effort
2) <b>Available on request</b> (low level notification)	Type of notification whereby British Columbia notifies Xaxli'p they will not be sending out information about very low impact decisions.	Intent is to notify (or negotiate) on an annual basis which decisions fall in this category. Xaxli'p can request more detail if they wish
3) <b>Notification</b>	Notify Xaxli'p in writing about an upcoming decision and provide overview information. Would be an opportunity for comment	Intent is to provide base level information and time to comment. Limited follow-up.
4) <b>Expedited</b> Consultation process.	Where there is an imminent threat to the public (i.e. wild fire) or a resource value (mountain pine beetle) an expedited consultation process is undertaken. Full process on a short timeline (e.g. 10 days for suppression harvesting of beetle attacked trees)	A justification for shortening the period would be given by describing the imminent threat.
5) <b>Normal</b> course Consultation (standard response period)	Follow policy on "normal" track for consultation. Resolve issues where possible and make decision in a timely manner	Intent to follow this course in most circumstances of low to medium probability of impact.
6) <b>Deep</b> Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where appropriate.	Follow provincial guidelines on consultation and accommodation. Would involve meaningful discussion in respect of appropriate accommodation. Probably undertake a strength of <b>claim analysis</b> .

**2) To share all relevant and readily available information on proposed forest and range developments and related decisions.**

When jointly reviewing the list of all proposed Administrative and Operations Decisions and associated decision makers, the Committee will define:

a) What constitutes Complete Information for specific decisions and/or levels of consultation based on reasonably available and relevant background and supporting documents that are required to evaluate the potential impact to Xaxli'p's Aboriginal Interests that may occur as a result of the Operational or Administrative Decision or Operational Plan, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.

b) Appropriate formats for sharing information for specific decisions and/or levels of consultation, including:

- the dates when the Ministry of Forests and Range will provide documents to Xaxli'p, with the understanding that the dates on which Xaxli'p receives the information may affect the duration of the response period;
- the contact people within both Xaxli'p and the Ministry of Forests and Range for specific decisions; recognizing that if MoFR receives information or comments from a designated Xaxli'p contact person, it is acknowledged that this constitutes consultation with Chief and Council and Xaxli'p; and,
- the methods of communication and exchange of information for specific decisions.

c) In the event that there is disagreement as to what constitutes "adequate analysis of the potential impacts to Xaxli'p's Aboriginal Interests" which the Committee is unable to resolve, then the Committee may recommend an alternative process appropriate to the situation.

**3) To identify key information gaps and potential strategies to address them.**

**4) To share information on possible economic opportunities for the participation of Xaxli'p in the forestry and range sector.**

**5) To provide a forum for Xaxli'p to identify it's Aboriginal Interests and concerns with respect to potential infringements of those Interests.**

a) Provided that Xaxli'p receives Complete Information, as defined for the respective decision or type of decision by the Committee as per section 5(a) of this Appendix and by the date mutually agreed to by the Committee as per section 5(b) of this Appendix, in responding to a Planning Referral or reviewing and responding to an Operational or Administrative Decision or Operational Plan



submitted to them, Xaxli'p will, within the Response Period, provide British Columbia with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forestry and/or range resource development activities within the Traditional Territory and/or Shared Area, other than the economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.

- b) Upon receiving the response from Xaxli'p, the Ministry of Forests and Range, will, utilizing communications methods developed by the Committee as part of the detailed consultation process, seek to address any impacts on Xaxli'p's Aboriginal Interests that may occur as a result of the Operational or Administrative Decision or Operational Plan, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0. Where the circumstances indicate that their participation is appropriate, the Committee will invite the licensee to participate in the process. If the licensee's participation in consulting Xaxli'p is deemed by the Committee to be inappropriate or incomplete, the Ministry of Forests and Range will request the licensee to carry out appropriate consultation with Xaxli'p, as defined by the Committee, before a decision on the matter occurs.
- c) If no response is received from Xaxli'p within the Response Period, then British Columbia may conclude that Xaxli'p 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.
- d) In making a final decision on an Operational or Administrative Decision or Operational Plan, British Columbia will fully consider information it receives from Xaxli'p, whether received directly, or through a Licensee, and will consider whether concerns and potential impacts to Xaxli'p's Aboriginal Interests identified by Xaxli'p have been addressed.
- e) For decisions where Xaxli'p has provided comments within the response period, British Columbia will provide a response in writing to Xaxli'p as to how the decision has or has not accommodated their identified concerns and/or potential impacts to their Aboriginal Interests. If in reviewing the response, Xaxli'p provides additional comments, MoFR is committed to ongoing dialogue as may be recommended by the Joint Committee. The statutory decision-maker will consider the additional comments or information should there be subsequent statutory decisions to be made in implementing the decision.

**6) To monitor and make recommendations regarding response periods.**

This work will be guided by the following:

- a) The Standard Response Period (see Normal Course Consultation in the table above) means up to a 60 calendar day period. The initiation date is the date on which Xaxli'p is notified of an Administrative or Operational Decision, or in the case of Operation Plan reviews the date on which Xaxli'p receives the plan to be reviewed, provided that Xaxli'p receives Complete Information, as defined for the respective decision or type of decision by the Committee as per section 5(a) of this Appendix, by the date mutually agreed to by the Committee, as per section 5(b) of this Appendix. In the event that Complete Information for the respective decision is not received by the mutually agreed date, then the initiation date will be the date that Complete Information, as defined for the respective decision or type of decision by the Committee as per section 5(a) of this Appendix, is delivered to Xaxli'p.
- b) To support the implementation of this Xaxli'p consultation framework, both Parties agree to a transition period of up to 6 months whereby the standard response period is up to 90 calendar days, unless prior to the end of the 6 month transition period the Committee has met and established a first mutually agreed upon detailed consultation matrix for known decisions. Following the end of the transition period, the standard response period reverts to up to 60 calendar days.
- c) In exceptional circumstances and where mutually agreed to by both Parties, the initiation date may be modified to the date when additional documents requested by Xaxli'p and agreed by the Ministry of Forests and Range to be necessary, are delivered to Xaxli'p.
- d) Both parties encourage the use of planning referrals that seek to provide an opportunity to incorporate Xaxli'p's Aboriginal Interests prior to submitting a plan or request to a statutory decision maker. When planning referrals are employed, the response period for the decision and/or plan will be limited to the standard 60 calendar days, including during the transition period, provided that the MOFR and third parties supply Xaxli'p with Complete Information, as defined by the Committee in section 5(a) of this Appendix, in a timely manner so that Xaxli'p is able to analyze the potential impacts to their Aboriginal Interests from forest and range developments. In the event that a planning referral was not pursued, the Committee will review the specific circumstances associated with the plan or decision and may mutually agree to recommend an extension to the length of the respective response period.
- e) For expedited consultation processes, the response period will be adjusted, if possible, by mutual agreement of the Parties.

**APPENDIX E:**

***Description and Documentation pertaining to the Intended Holder of the licence***

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license: \_\_\_\_\_

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
- (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence); and,
- (iii) Copy of verification that the applicant has the controlling interest in that legal entity.