

**Nazko First Nation  
Forest & Range  
Consultation and Revenue Sharing Agreement (FCRSA)  
(the “Agreement”)**

**Between:  
The Nazko First Nation**

As Represented by  
Chief and Council  
(the Nazko First Nation)

**And**

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

(Collectively the “Parties”)

**WHEREAS:**

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

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

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 Definitions**

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

- 1.1 **"Aboriginal Interests"** means asserted aboriginal rights, including aboriginal title.
- 1.2 **"Administrative and/or Operational Decision"** means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation as identified in the First Annual List and/or Annual List as defined in Appendix B.
- 1.3 **"Band Council Resolution"** means a resolution of Nazko First Nation having the form of Appendix D.
- 1.4 **"BC Fiscal Year"** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.
- 1.5 **"Delegated Decision Maker"** and **"DDM"** means a person with authority, to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time.
- 1.6 **"Designate"** has the meaning given to that term in section 3.1.1.
- 1.7 **"Effective Date"** means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.8 **"First Fiscal Year of the Term"** has the meaning given to that term in section 3.3.

- 1.9 “**Licensee**” means a holder of a forest tenure or a range tenure.
- 1.10 “**Matrix**” means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.
- 1.11 “**Minister**” means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.
- 1.12 “**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Nazko First Nation’s Traditional Territory.
- 1.13 “**Payment Account**” has the meaning given to that term in section 3.1.3.
- 1.14 “**RA**” means a reconciliation agreement between British Columbia and the Nazko First Nation that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*.
- 1.15 “**Revenue Sharing Contribution**” means each payment to be made by British Columbia to the Nazko First Nation in accordance with Section 3.0 of this Agreement.
- 1.16 “**SEA**” means a strategic engagement agreement between British Columbia and the Nazko First Nation that describes a consultation process between the Nazko First Nation and more than one natural resource ministry of the Government of British Columbia.
- 1.17 “**Forest Tenure Opportunity Agreement**” means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*.
- 1.18 “**Term**” has the meaning given to that term in section 11.1.
- 1.19 “**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.
- 1.20 “**Traditional Territory**” means the Nazko First Nation’s claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.21 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

## 2.0 Purpose and Objectives

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Nazko First Nation's Aboriginal Interests resulting from forest and range development in its Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Nazko First Nation to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and
- 2.2 To provide an opportunity for the Nazko First Nation to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Nazko First Nation in achieving progress towards closing socio-economic gaps between the members of Nazko First Nation and non-Aboriginal people in British Columbia.

### **3.0 Forest Revenue Sharing Contribution**

3.1 Recipient Entity:

- 3.1.1 Unless the Nazko First Nation elects to have another entity (its "Designate") receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Nazko First Nation of its obligation under this agreement, the Nazko First Nation will be the recipient of the Revenue Sharing Contributions.
- 3.1.2 Where the Nazko First Nation chooses to have its Designate receive Revenue Sharing Contributions under this Agreement, British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Contribution on behalf of the Nazko First Nation.
- 3.1.3 Nazko First Nation will establish and throughout the Term maintain a bank account in the name of Nazko First Nation (or the Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"). Nazko First Nation will 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.

- 3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Nazko First Nation, or to its Designate, as the case may be, and, subject to section 3.4 and 3.6, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30<sup>th</sup>, and the second payment to be paid on or before March 31<sup>st</sup>.
- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be **\$171,808**. For further certainty the first payment under this agreement will be on March 31, 2015.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to:
- a) the month in which the Effective Date of this Agreement falls, or the month following the end of a payment period under a preceding agreement, as the case may be, and;
  - b) the month in which the Agreement expires or is terminated by the Parties.
- 3.5 Before November 30<sup>th</sup> of each year during the Term, Nazko First Nation will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Nazko First Nation agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.
- 3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Nazko First Nation or its Designate in the manner specified in section 3.2 only if Nazko First Nation has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.
- 3.7 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Nazko First Nation pursuant to this Agreement is subject to:
- 3.7.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
  - 3.7.2 Treasury Board not having controlled or limited, pursuant to the

*Financial Administration Act*, expenditure under any appropriation referred to in section 3.7.1.

#### **4.0 Consultation Process**

- 4.1 The Parties agree that consultation with respect to impacts to Nazko First Nation's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 British Columbia will use the map of the Nazko First Nation's Traditional Territory used in the *Forestry Consultation and Revenue Sharing Agreement (2011-2014)* which map will be set out in this Agreement as Appendix A.
- 4.3 Nazko First Nation agrees that British Columbia may share the map of the Traditional Territory as set out in Appendix A with another provincial government agency and/or a licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.4 The Parties agree that in the event Nazko First Nation enters into a SEA or RA with British Columbia after the Effective Date which includes a consultation process which addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA if the SEA or RA so provides; and in any such case, if the SEA or RA terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.
- 4.5 In the event that the Effective Date falls after the date on which Nazko First Nation enters into a SEA or RA with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RA is subsequently terminated prior to the end of the Term, the Nazko First Nation agrees that this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.

#### **5.0 Acknowledgments and Covenants by Nazko First Nation**

- 5.1 Nazko First Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Without prejudicing their sufficiency, Nazko First Nation agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Nazko First Nation Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory, from May 1, 2014 to the end of the term of this Agreement.

- 5.3 Nazko First Nation agrees that during the term of this Agreement, if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential infringements of Nazko First Nation's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory.

## **6.0 Community Priorities, Annual Reports and Records**

- 6.1 Nazko First Nation covenants and agrees as follows:
- 6.1.1 Within 60 days of the Effective Date of this Agreement, Nazko First Nation or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Contribution.
  - 6.1.2 Before the end of each BC Fiscal Year, Nazko First Nation or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Contribution described in section 3.5.
  - 6.1.3 Within 90 days of the end of each BC Fiscal Year, Nazko First Nation or its Designate will prepare an annual report, substantially in the form set out in Appendix F, identifying all expenditures made from the Payment Account since the date of the last such report (or, in the case of the first such report, since the Effective Date of this Agreement) and confirming that, aside from reasonable administrative expenses, all such expenditures were made for the purpose of accomplishing the purposes and objectives referred to in section 2.0.
  - 6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require an audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement, such audit to be at the expense of the Nazko First Nation or its Designate.
  - 6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Nazko First Nation or its Designate in a manner that can reasonably be expected to bring the information to the attention of its communities and the public.
  - 6.1.6 The annual report referred to in section 6.1.3 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
  - 6.1.7 Notwithstanding the termination or expiry of this Agreement, Nazko

First Nation or its Designate will continue to comply with the provisions of section 6.1 until 120 days after it receives the last Revenue Sharing Contribution from British Columbia.

- 6.2 If Nazko First Nation requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Nazko First Nation has entered into an SEA and/or RA with British Columbia, up to \$35,000 annually of the Revenue Sharing Contribution will be used by Nazko First Nation for that capacity during the Term of this Agreement.

## **7.0 Security Deposits**

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

## **8.0 Stability for Land and Resource Use**

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

## **9.0 Dispute Resolution**

- 9.1 If a dispute arises between British Columbia and the Nazko First Nation regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.

- 9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Nazko First Nation.
- 9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## **10.0 Suspension and Termination**

- 10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Nazko First Nation is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Nazko First Nation has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Nazko First Nation and British Columbia. Upon making any such determination, British Columbia will provide notice to Nazko First Nation of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Nazko First Nation is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Nazko First Nation that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 10.3 If, during the term of this Agreement, Nazko First Nation challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Nazko First Nation's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.
- 10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.
- 10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

## **11.0 Term**

11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the second anniversary of the Effective Date.

## **12.0 Renewal of the Agreement**

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

## **13.0 Amendment of Agreement**

13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

## **14.0 Entire Agreement**

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

## **15.0 Notice**

15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.

15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

### **British Columbia**

Deputy Minister  
Ministry of Aboriginal Relations and Reconciliation  
P.O. Box 9100 STN PROV GOVT  
Victoria B.C. V8W 9B1

Telephone: (250) 356-1394  
Fax: (250) 387-6594

### **Nazko First Nation**

Chief Stuart Alec  
Nazko First Nation  
PO Box 4129  
Quesnel B.C. V2J 3J2  
Telephone: (250) 992-9085  
Facsimile: (250) 992-7982

## **16.0 Miscellaneous**

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Nazko First Nation has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Nazko First Nation have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Nazko First Nation.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Nazko First Nation's Aboriginal title and/or rights claims over those lands.
- 16.7 Subject to section 5.2, this Agreement does not address or affect any claims by the Nazko First Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the Effective Date of this Agreement.
- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.

- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Nazko First Nation.
- 16.13 This Agreement does not exclude the Nazko First Nation from accessing forestry economic opportunities and benefits, which may be available to the Nazko First Nation, other than those expressly set out in this Agreement.
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.
- 16.16 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 16.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.20 The appendices to this Agreement form part of the Agreement.
- 16.21 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.



# APPENDIX A

## Map of Nazko First Nation Traditional Territory



## **APPENDIX B**

### **Consultation**

#### **On Operational and Administrative Decisions and Operational Plans**

In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.10 of this Appendix (“section 1.10”), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with Nazko First Nation in accordance with the applicable consultation level agreed to by the Parties under section 1.10 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Nazko First Nation’s Aboriginal Interests within the Traditional Territory.
- 1.2 Nazko First Nation agrees to fully participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.10, in information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.
- 1.3 In this Appendix, “First Annual List” means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Nazko First Nation by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.10.
- 1.5 In this Appendix, “Annual List” means an annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Nazko First Nation by British Columbia before March 31<sup>st</sup> of each year after the First Fiscal Year of the Term.
- 1.6 For fiscal years subsequent to the First Fiscal Year of the term, the Parties will meet annually on or before March 31<sup>st</sup> to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.10 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.10.

- 1.7 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of Nazko First Nation during the current fiscal year, British Columbia will notify the Nazko First Nation of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.10.
- 1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Nazko First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- 1.9 If no response is received from Nazko First Nation within the timeframe set out in section 1.10, then British Columbia may conclude that Nazko First Nation does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.10 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Nazko First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with Nazko First Nation, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Nazko First Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Nazko First Nation can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Nazko First Nation about an upcoming	British Columbia provides Nazko First Nation base level

Level	Description	Intent
	decision and provide overview information. Would be an opportunity for comment.	information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
<b>4. Expedited Consultation Process</b>	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
<b>5. Normal Consultation</b>	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Nazko First Nation of the final decision where requested by the Nazko 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 Nazko First Nation with the final decision and rationale in writing.

1.11 The Parties may agree to adjust the consultation levels for specific circumstances where detailed Aboriginal Interest information is shared that would suggest a different consultation level.

- 1.12 Nazko First Nation agrees that British Columbia is not obligated, unless requested by the Nazko First Nation, to inform the Nazko First Nation of the Delegated Decision Maker's decision for decisions on which the consultation level has been level three (3) or lower.
- 1.13 If the Parties cannot agree upon which consultation level in section 1.10 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Nazko 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.

## APPENDIX C

### Revenue Sharing Contribution Methodology

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

- 1.0 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Central Cariboo, Chilcotin, Prince George, Quesnel and Vanderhoof Forest Districts' forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 Fiscal Years. An average amount over 2 years will be calculated for the Central Cariboo, Chilcotin, Prince George, Quesnel and Vanderhoof Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Nazko 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 Nazko First Nation's Traditional Territory will be calculated by determining the percent of Nazko First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Central Cariboo, Chilcotin, Prince George, Quesnel and Vanderhoof 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 Nazko First Nation as described in section 1.2 of this Appendix.
- 1.4 Where the calculation in section 1.3 of this Appendix is less than \$35,000, Nazko First Nation will receive a maximum of \$35,000 to provide capacity to participate in the consultation process in accordance with section 4.0 of this Agreement.
- 1.5 For each 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 Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Nazko First Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

### **Forest Revenue Sharing Transition**

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the term of the Agreement.
- 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 Nazko First Nation in any given full year under the *Nazko First Nation Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
  - 3.2.1 2014/15 BC Fiscal Year: 45 percent;
  - 3.2.2 2015/16 BC Fiscal Year: 40 percent;
  - 3.2.3 2016/17 BC Fiscal Year: 0 percent; and
  - 3.2.4 2017/18 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
  1. an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Nazko First Nation Forest and Range Opportunity Agreement*, then the Nazko First Nation shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;
  2. an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Nazko First Nation Forest and Range Opportunity Agreement*, then the Nazko First Nation shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Nazko First Nation Forest and Range Agreement*.
- 3.4 Changes to provincial revenue sharing calculation formulas: The Parties agree that if, during the term of this Agreement, British Columbia introduces changes to the provincial forestry revenue sharing calculation formula described in Appendix C, any such changes will be incorporated into the calculation of the Revenue Sharing Contribution provided through this Agreement for the following BC Fiscal Year.



**APPENDIX D**

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

## APPENDIX E

### Nazko First Nation Statement of Community Priorities

*(Example only)*

<b>Socio-economic Priority</b>	<b>Annual Amount</b>			<b>Specific Outcomes</b>	<b>Measurement Criteria</b>
	2014/2015	2015/2016	2016/2017		

2014/2015 Revenue Sharing Contribution \$ To Be Determined

2015/2016 Revenue Sharing Contribution \$ To Be Determined

2016/2017 Revenue Sharing Contribution \$ To Be Determined

## APPENDIX F

### Nazko First Nation Statement of Community Priorities

#### Annual Report

*(Example only)*

<b>Socio-economic Priority</b>	<b>2014/2015 Planned Expenditures</b>	<b>2014/2015 Actual Expenditures</b>	<b>Outcomes Achieved</b>	<b>Variance Explanation</b>

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60-day consultations	Typical consultation occurs throughout the TSR 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 FLNRO	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	5	30-60 days	After approving a person's forestry plan, the minister may increase the allowable annual cut authorized in the person's licence or agreement referred to in subsection (2) (a) by an amount that is justified according to timber supply analysis methodology approved by the chief forester or the chief forester's designate.
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	30-60 days	
Issue CFA	Admin	Regional Executive Director/ District Manager	5	30-60 days	CFA grants exclusive right to harvest an AAC in a specific area.
CFA management plan approvals	Admin	Regional Executive Director	5	30-60 days	CFA grants exclusive right to harvest an AAC in a specific area.
CFA management plan amendments	Admin	Regional Executive Director	3	21-30 days	
Boundary/Area amendment	Admin	Regional Executive Director (legislation indicates DM or RED but currently it is the RED)	5	30-60 days	
CFA Replacement	Admin	Regional Executive Director/ District Manager	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 non payment to the Crown, failing to the Establishment of a Free Growing Stand.
Cutting permit (CP) issuance	Operational	District Manager	1-5	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	District Manager	1-5	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	District Manager	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>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	30-60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	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 TSA's	Admin	Regional Executive Director	5	30-60 days	
Innovative Forest Practices Agreements	Admin	Regional Executive Director	3-5	21-60 days	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	3-5	21-60 days	The impact of the NRFL will vary depending on the scope of the license volume and geographic area.
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	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	Regional Executive Director	3	21-30 days	
FL replacement	Admin	Regional Executive Director	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 non payment to the Crown, failing to the Establishment of a Free Growing Stand.
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	21-30 days	Sec 75.9 of the Forest Act for forest licenses or Timber Sales Licence

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

<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>
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by MNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by MNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	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	Regional Executive Director	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	District Manager and Regional Executive Director	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 (m3). The consultation process for SSS program varies amongst district offices.
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	District Manager	3	21-30 days	AAC is between 2000 to 5000 (m3)
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	2-3	0-30 days	AAC is between 2000 to 5000 m3 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	District Manager	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	Regional Executive Director	3	21-30 days	
Issue FNWL	Admin	Regional Executive Director /District ManagerM	5	30-60 days	Generally the same process as CFAs
Cutting permit (CP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by MNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	0-60 days	Supplemental consultation by MNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	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	Regional Executive Director /District ManagerM	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 non payment to the Crown, failing to the Establishment of a Free Growing Stand.
Approval of management plan and AAC	Admin	Regional Executive Director	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	Regional Executive Director /District ManagerM	5	30-60 days	Generally the same process as CFAs
Management Plan amendments including AAC amendments	Admin	Regional Executive Director /District ManagerM	3	21-30 days	Generally the same process as CFAs

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
<b>Forest Investment Account ( FIA) 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	District Manager	1-5	0-60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
Stand Treatments to meet timber objectives	Operational	District Manager	1-5	0-60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					
Free Use Permits (i.e. firewood cutting, fence posts, First Nations' traditional and cultural activities)	Operational	District Manager	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	District Manager	2-3	0-30 days	
<b>Higher Level Plan Orders</b>					
Higher level plan orders i.e CCLUP	Admin	Regional Executive Director	5	30-60 days	
<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	Minister Forests, Lands and Natural Resource Operations 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	Minister Forests, Lands and Natural Resource Operations or designate	3	21-30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> Sec 52)	Operational	District Manager 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	District Manager	1	n/a	
Christmas Tree Permit (CTP) to grow and/or harvest Christmas trees on Crown land, and CTP Re-Issuance	Operational	District Manager	2	n/a	Often in association with compatible land use such as BC Hydro power line right of ways
<b>Old Growth Management Areas (OGMA)</b>					
Establishment of OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	Admin	District Manager	2	n/a	

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
<b>Range</b>					
New range tenure (re-issuance of relinquished tenure or no previous tenure)	Admin	District Manager	5	30-60 days	Grazing licences are issued for a 10 year term, and are replaceable every 10 years.
Range tenure replacement	Admin	District Manager	3	21-30 days	During the 6 months beginning on the eighth anniversary of a licence, the district manager must offer in writing to the holder of the licence a replacement for it. No changes can be made to the area, AUM or tonnes.
Range tenure major amendments, boundary change	Admin	District Manager	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 FLNRO.
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 an range development on Crown range.
Grazing Permit Issuance	Admin	District Manager	3	21-30 days	
1 Year grazing permit issuance	Admin	District Manager	2	n/a	Generally low impact
Range Agreements (leases, permits and tenures)-minor boundary changes	Admin	District Manager	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	District Manager	2-3	0-30 days	•New boundary where no previous cattle mgt has occurred.
Animal Unit Month (AUM)adjustment	Admin	District Manager	2-3	0-30 days	The district manager may increase the AUM for a specified year.
Range use plan (RUP) or stewardship plan issuance	Operational	District Manager	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	District Manager	3	21-30 days	Range Use Plans are reviewed every 5 years and are either extended or renewed.
RUP amendments (major)	Operational	District Manager	3	21-30 days	RUP amendments are usually in response to decisions described in this section.
RUP amendments (minor)	Operational	District Manager	2	n/a	RUP amendments are usually in response to decisions described in this section.
Range developments not in RUP (large scale)	Operational	District Manager	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	District Manager	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	Regional Executive Director	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	District Manager	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	Operational	District Manager	3-5	21-60 days	

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
maintenance					
Road Permit Deactivation	Operational	District Manager/Timber Sales Manager	2	NA	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	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, trails or interpretive forests	Admin	Sites and Trails BC Assistant Deputy Minister	3	21-30 days	Such objectives prevent forest operations from rendering a trail or recreation site un-usable for users.
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	Sites and Trails BC Assistant Deputy Minister	2	n/a	Disestablishment is relatively rare, only necessary when a site or trail is permanently closed (ie. 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	Sites and Trails BC Regional Manager/ District Recreation Officer	2-5	0-60 days	Authorizing trail or recreation facility construction, with no land designation (ie. the trail is not "established" as a recreation trail under Sec 56). Where authorization under Sec. 57 is not required (ie. 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	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	District Manager	5	30-60 days	
SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	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 allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year for a TFL.
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

**First Annual List for 2014/2015  
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Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
					licensor denies it. A licence can be suspended if it does not meet the condition of the licence such as non payment to the Crown, failing to the Establishment of a Free Growing Stand.
Licence transfer	Admin	Minister FLNR	3	21-30 days	The holder of an agreement (tree farm license) may transfer an agreement to another person. Both parties have to inform the government of the transfer. Any private land associated with the TFL remains subject to the TFL. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets. With the transfer of a license to another party, First Nations are concerned about potentially, their relationship and the sharing of sensitive cultural information with a past licensee. Government is cognizant of the First Nations concerns and these concerns will be discussed during the licence transfer consultation process.
Cutting permit (CP) issuance	Operational	District Manager	1-5	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	District Manager	1-5	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	District Manager	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	Regional Executive Director	5	30-60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	3	21-30 days	
<b>Woodlot Licence (WL)</b>					
Establishment and advertising of WL area.	Admin	District Manager	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	Regional Executive Director	3-4	10-30 days	Usually related to Fire, Pests or disease.
Issue a WL	Admin	District Manager	3-5	21-60 days	Same as establishment but would be separate consultation
Management Plan approvals	Admin	District Manager	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	District Manager	1-5	0-60 days	Depending on the scale of the amendment
Timber supply reviews for AAC determination	Admin	District Manager	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	District Manager	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	District Manager	2-3	0-30 days	
Major Boundary/Area amendment (>10%)	Admin	District Manager	5	30-60 days	
Minor Boundary/Area amendment (<10%)	Admin	District Manager	3-5	21-60 days	Any amendment that reduces the size of the area within the boundaries of the original boundary, will

**First Annual List for 2014/2015  
As per Appendix B, Section 1.3 – Nazko First Nation**

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Cariboo Region/Pending decisions/ Comments
					be a level 2-Available upon Request.
Deletion of Private land	Admin	Minister Forests, Lands and Natural Resource Operations	2	n/a	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive Director	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 a non payment to the Crown, failing to Established a Free Growing Stand.
Licence transfer	Admin	Regional Executive Director	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1-5	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	District Manager	1-5	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	District Manager	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 (BCTS) 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	District Manager	5	30-60 days	
FSP and WLP extensions	Operational	District Manager	3	21-30 days	

**Notes to Matrix**

- This consultation matrix does not apply to Administrative or Operational Decisions associated with multi permitted, non-forestry related projects (i.e. mine, clean energy project, etc). In such cases, a coordinated, project-based approach to consultation will be undertaken.*
- For informational purposes only; decision maker level bound by legislation and delegation processes which may vary over time.*



Level	Description	Intent
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Decision Maker.	Proponent or tenure holder engages directly with First Nation, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs First Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. First Nation can request more detail if they wish.

Level	Description	Intent
<b>3. Notification</b>	Notify in writing First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
<b>4. Expedited Consultation Process</b>	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
<b>5. Normal Consultation</b>	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify First Nation of the final decision where requested by the 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 First Nation with the final decision and rationale in writing.