

**Shuswap Band  
Forest & Range  
Consultation and Revenue Sharing Agreement  
(the “Agreement” or “FCRSA”)**

**Between:**

**Shuswap Band,**  
as represented by Chief and Council  
(Shuswap Band)

**And:**

**His Majesty the King in Right of the Province of British Columbia,**  
as represented by the Minister of Indigenous Relations and Reconciliation  
 (“British Columbia”)

(each a “Party” and collectively the “Parties”)

**WHEREAS:**

- A. Shuswap Band has Aboriginal Interests within the Territory.
- B. British Columbia is committed to working towards the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and the Truth and Reconciliation Commission (TRC) Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how UNDRIP will be implemented in British Columbia. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP in accordance with that Act.
- D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist Shuswap Band in its pursuit of activities to enhance the well-being of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal Interests”** means:

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

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

**“Band Council Resolution”** means a resolution of Shuswap Band having the form of Appendix D;

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

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

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

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

**“Eligible Volume”** means the volume of Crown timber provided to Shuswap Band in a direct award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the *Forestry Revitalization Act* that is appraised through the Market Pricing System;

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

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

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

**“Matrix”** means the table set out in section 1.10 of Appendix B;

**“Member”** means any person who is a member of the Shuswap Band.

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

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

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

“**RA**” means a reconciliation agreement between British Columbia and Shuswap Band that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

“**Revenue Sharing Contribution**” means each payment to be made by British Columbia to Shuswap Band under Article 3;

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

“**Term**” means the term of this Agreement as set out in section 12.1;

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

“**Territory**” means the geographic area identified by Shuswap Band as their traditional territory located in British Columbia and as shown on the map attached in Appendix A.

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

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

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

Appendix A - Map of Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate; and

Appendix E - Annual Report.

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

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

- (a) to establish a consultation process the Parties will use to consult on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Shuswap Band's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Shuswap Band to participate in the consultation process under this Agreement and as a contribution towards any accommodation that may be required in respect of potential impacts of forest and range decisions and operations within the Territory on Shuswap Band's Aboriginal Interests;
- (c) to enhance the social, economic and cultural well-being of Members; and
- (d) to assist in achieving greater stability and certainty for forest and range resource development within the Shuswap Band's Territory.

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

**3.1 Calculation and timing of payments.** Subject to sections 3.2 to 3.4, section 4.5 and Articles 5 and 11, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Shuswap Band (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30 and the second to be made on or before March 31.

- 3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term the Revenue Sharing Contribution is deemed to be: \$1,962,372; the first instalment of which will be paid on or before September 30, 2022 if the Effective Date is prior to July 31 or on or before March 31, 2023 if the Effective Date is after July 31.
- 3.3 Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated from
- (a) the start of the month in which the Agreement is signed by Shuswap Band;
  - (b) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
  - (c) the end of the month in which the Agreement expires.
- 3.4 Payment of prorated amounts.** If the amount of the Revenue Sharing Contribution is prorated under section 3.3(b) or section 3.3(c) as a result of termination or expiry of the Agreement that takes effect:
- (i) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and
  - (ii) on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.
- 3.5 Subsequent BC Fiscal Year amounts.** Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to Shuswap Band of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.
- 3.6 Amount agreed to.** Shuswap Band agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

## ARTICLE 4 - DELIVERY OF PAYMENTS

- 4.1 Recipient entity.** Unless Shuswap Band notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Shuswap Band.

**4.2 Election of Designate.** Shuswap Band may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:

- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
- (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Shuswap Band and such appointment is confirmed by a Band Council Resolution of Shuswap Band.

**4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Shuswap Band of its obligations under this Agreement.

**4.4 Payment Account.** Shuswap Band or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Shuswap Band (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia, for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
- (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

**4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Shuswap Band (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## **ARTICLE 5 - CONDITIONS OF PAYMENT**

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

- (a) Shuswap Band having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
- (b) Revenue Sharing Contributions not having been suspended under Article 11.

**5.2. Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to Shuswap Band pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC

Fiscal Year or part thereof when any such payment may be required, to make that payment; and

- (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).

## ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Shuswap Band will identify potential measures to accommodate any potential adverse impacts on Shuswap Band's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A, including digital versions of the map, with provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.
- 6.3 SEA or RA applies.** Notwithstanding 6.1:
- (a) if before the Effective Date Shuswap Band enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;
  - (b) if on or after the Effective Date Shuswap Band enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
  - (c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, the consultation process set out in Appendix B will apply for the remainder of the Term.
- 6.4 Capacity funding.** The Parties acknowledge and agree that to assist Shuswap Band to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to Shuswap Band, under section 1.4 of Appendix C, capacity funding of no less than \$35,000 per annum.

## ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** Shuswap Band acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 7.2 Revenue Sharing Contributions are accommodation.** Shuswap Band agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Shuswap Band's Aboriginal Interests.
- 7.3 Where consultation process followed.** Shuswap Band agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Shuswap Band's Aboriginal Interests.

## ARTICLE 8 - ANNUAL REPORTS and RECORDS

- 8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Shuswap Band will prepare an annual report, substantially in the form set out in Appendix E, 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, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.2 Publication.** Shuswap Band will publish the annual report referred to in section 8.1 in a manner that can reasonably be expected to bring the information to the attention of Shuswap Band's communities and the public within 90 days of the end of each BC Fiscal Year.
- 8.3 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 days after Shuswap Band receives the final Revenue Sharing Contribution from British Columbia.



## ARTICLE 9 - ASSISTANCE

**9.1 Cooperation and Support.** Shuswap Band will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by a Member that is inconsistent with this Agreement.

## ARTICLE 10 - DISPUTE RESOLUTION

**10.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Shuswap Band regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and Shuswap Band; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to resolve the issue.

## ARTICLE 11 - SUSPENSION and TERMINATION

**11.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Shuswap Band is in material breach of its obligations under this Agreement.

**11.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to Shuswap Band of the reason for the suspension, including the specific material breach on which British Columbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**11.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 11.2, British Columbia may terminate the Agreement by written notice.

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

**11.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

## **ARTICLE 12 - TERM**

- 12.1 Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless the term is extended under section 12.2 or terminated under Article 11.
- 12.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.
- 12.3 Terms of the Extension.** Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.
- 12.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

## **ARTICLE 13 – REPRESENTATIONS and WARRANTIES**

- 13.1** British Columbia represents and warrants to Shuswap Band, with the intent and understanding that the Shuswap Band will rely on such representations and warranties in entering into this Agreement, that British Columbia has the authority to enter into this Agreement.
- 13.2** Shuswap Band represents and warrants to British Columbia, with the intent and understanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:
- (a) Shuswap Band has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
  - (b) Shuswap Band has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of the Members; and
  - (c) this Agreement is a valid and binding obligation upon Shuswap Band.

## **ARTICLE 14 - NOTICE and DELIVERY**

- 14.1 Delivery of Notices.** Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and

received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile, when received by the Party at the following address:

if to British Columbia:

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

and if to the Shuswap Band:

Kukpi7 Barbara Cote (Chief)  
Shuswap Band  
RR#2, 3A-492 Arrow Road  
Invermere B.C. V0A 1K2

**14.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

## ARTICLE 15 - GENERAL PROVISIONS

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

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

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

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

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Shuswap Band's Aboriginal Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part

of British Columbia's obligation to consult and, as appropriate, accommodate; or

(c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

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

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

**15.6 Assignment.** Shuswap Band must not assign, either directly or indirectly, this Agreement or any right of Shuswap Band under this Agreement without the prior written consent of British Columbia.

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

**15.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Shuswap Band has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be established. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of Shuswap Band Aboriginal Interests.

**15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Shuswap Band.

**15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Shuswap Band from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.

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

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

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

**15.14 Execution in Counterpart.** This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

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

Signed on behalf of:

**Shuswap Band**

*Chief Barb Cote*

Kukpi7 Barbara Cote

3/28/2023

**Date**

*Mark Thomas*

Councillor

*Richard Martin*

Councillor

*Tess MacDougall*

Witness of Shuswap Band signatures

Signed on behalf of:

**Government of British Columbia**

*Murray Rankin*

Minister of Indigenous Relations and Reconciliation

April 11, 2023

**Date**

## APPENDIX A Map of Shuswap Band Territory



## **APPENDIX B**

### **Consultation Process for Administrative and/or Operational Decisions and Operational Plans within Shuswap Band Territory**

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

all reasonably available information that will identify any potential adverse impacts to their Aboriginal Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

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

1.10 The Parties agree that:

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



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



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

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

## Schedule 1 – List of Decisions

Decision	Program	Decision Maker	Category	Suggested Consultation Level	Timelines	Description of the Decision
<b>FOREST ACT ADMINISTRATIVE DECISIONS</b>						
<b>TIMBER SUPPLY REVIEW (TSR) ALLOWABLE ANNUAL CUT (AAC)</b>						
Timber Supply Reviews for Timber Supply Area Annual Allowable Cut Determination	Stewardship	Chief Forester	Administrative	Normal to Deep Strategic Nature	60 days (Expect extended engagement)	The Chief Forester must determine an allowable annual cut (AAC) at least once every 10 years. AAC is the amount of wood permitted by the Province to be harvested within a year. There are 4 steps for an AAC determination: data package, Timber Supply Review (TSR) area analysis report and discussion paper, public review and AAC rationale statement and summary of public input. Typically, an AAC process takes 20 months. The Province engages with First Nations at the announcement of AAC and during the 4 phases of the AAC determination. <b>The Strategic nature refers to the complexity of the decision and because of this complexity, engagement will most likely exceed 60 days. The Decision Maker can expect deeper consultation with some communities.</b>
Allowable Annual Cut Apportionment (TSA)	Tenure	Minister	Administrative	Normal to Deep Strategic Nature	60 days (Expect extended engagement)	The apportionment decision allocates the AAC volume to the various categories of forest agreements specified within Section 12 of the Forest Act. The apportionment follows an AAC determination. The AAC determination will influence the amount of volume that can be allocated to various volume categories. Volume license categories include: Forest Licence (FL), Non Replaceable Forest Licence (NRFL), British Columbia Timber Sale (BCTS), Timber Sale Licence (TSL), Woodlot Licence (WL), Community Forest Agreement (CFA), First Nation Woodland Licence (FNWL) and Forest Service Reserve (FSR). The complexity of these decisions will usually result in an engagement period greater than 60 days. From time to time, the Regional Executive Director (RED) will amend the disposition plan to consider unused and or undercut volumes. <b>The Strategic nature refers to the complexity of the decision and because of this complexity, engagement will most likely exceed 60 days. The Decision Maker can expect deeper consultation with some communities.</b>
Allowable Annual Cut Disposition (TSA)	Tenure	Regional Executive Director	Administrative	Normal to Deep Strategic Nature	60 days (Expect extended engagement)	The disposition plan identifies how uncommitted and or unused or undercut volume within an apportionment category will be disposed of. Dispositions (e.g. new tenure opportunities) are statutory decisions and are consulted individually. The disposition plan is usually related to a new AAC and related apportionment decision. Typically the disposition plan is consulted in partnership with the apportionment decision. The complexity of these decisions will usually result in an engagement period greater than 60 days. From time to time, the Regional Executive Director (RED) will amend the disposition plan to consider unused and or undercut volumes. <b>The Strategic nature refers to the complexity of the decision and because of this complexity, engagement will most likely exceed 60 days. The Decision Maker can expect deeper consultation with some communities.</b>
<b>FOREST LICENCE</b>						
Non-Replaceable Forest Licence (NRFL) Issuance	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	The disposition plan typically identifies competitive NRFLs and direct award NRFLs. NRFL grants the rights to harvest an AAC in a specified TSA. May be competitively awarded or directly awarded. Up to a five year term and non replaceable.
Non-Replaceable Forest Licence (NRFL) Amendment	Regional Executive Director	Admin	Administrative	Available on Request to Normal	0 to 60 days	Typically, NRFL amendments are for minor area changes and changes to the condition of the licence. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b> AOR examples: Extend the term for 1 year to complete existing volume commitments, minor area amendments.
New Replaceable Forest Licence (RFL) (mostly First Nations)	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	A RFL grants the rights to harvest a specified volume (i.e. is not area based like a FNWL) of timber from a TSA. RFLs may be competitively awarded or directly awarded. RFLs can be up to a 20 year term and are replaceable every 5 to 10 years.
Consolidation of volume based licences within TSA	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	FA Sec 19. This may be done for administrative efficiencies - The reason it may be notification is there is no change to volume harvested and no change to operational plans.
Subdivision of volume based licences within a TSA	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	FA Sec 19 This may be done for administrative efficiencies - The reason it may be notification is there is no change to volume harvested and no change to operational plans.
RFL Replacement	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	The Minister <b>must</b> offer a replacement 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.
Transfer of AAC between TSA (S.18 of the <i>Forest Act</i> )	Tenure	Regional Executive Director	Administrative	Normal to Deep	30 to 60 days	Transfer of AAC between TSAs. Has the potential to increase harvest within the TSA.
Transfer of AAC between licences within a TSA (S. 19 of the Cut Control Regulation)	Tenure	Minister	Administrative	Available on Request to Normal	0 to 30 days	Attributing harvested timber volume from one license to another license (except for woodlot). No <b>additional</b> volume awarded. Considerations include whether this includes one licensee with multiple licences, vs multiple licensees. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
Transfer of Replaceable Forest Licences	Tenure	Minister	Administrative	Normal to Deep	30 to 60 days	The holder of an agreement (forest licence) may transfer an agreement to another person. Both parties have to inform the government of the transfer. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets.
Transfer of Forest Licences - NRFL	Tenure	Minister	Administrative	Normal	30 to 60 days	The holder of an agreement (forest licence) may transfer an agreement to another person. Both parties have to inform the government of the transfer. The Minister must be satisfied the transfer will not unduly restrict competition in the standing timber, log and chip markets.

ROAD PERMIT ISSUANCE and FOREST SERVICE ROAD ESTABLISHMENT - Forest Service Road Use Regulation						
Road Use Permit	Engineering Tenure	District Manager and Timber Sales Manager	Administrative	Available on Request	0 days	Road Use Permits are issued on existing previously built Forest Service Roads. Road use permits ensure maintenance obligations are assigned to the primary user. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
Road Permit (RP), Road Permit Amendment or Road Permit Deactivation	BCTS	Timber Sales Manager	Administrative	Normal	30 to 60 days	BCTS does use the CP/RP process but consults on road permits.
Road Permit (RP), Road Permit Amendment or Road Permit Deactivation	Engineering Tenure	District Manager	Administrative	Available on Request to Deep	0 to 60 days	Authorises the construction of a road or maintenance of an existing road on Crown land. Amendments authorise the construction of new road sections or maintenance of an existing road on Crown land. Principles of the CP/RP process apply. District staff review of the information sharing completed by proponents. If the licensee indicates all FN interests are addressed, then AOR is likely. If the licensee indicates FN interests are not adequately addressed, then Notification would be the minimum. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
Forest Service Road Establishment or Decommissioning / Discontinuance and Closure	Engineering Tenure	District Manager and Timber Sales Manager	Administrative	Available on Request to Deep	0 to 60 days	Authorises the construction or decommissioning of a FSR on Crown land. BCTS does use the CP/RP process but consults on FSR establishment or decommissioning. District staff will review the information sharing completed by the proponent and if the review indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, further engagement with First Nations is required. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  <b>Example:</b> Major sections of FSR that may affect access. <b>AOR Example:</b> Involves short length sections or was consulted as a short term FSR
Conversion of Major Timber Sale Licences	Tenure	Minister	Administrative	Normal	30 to 60 days	FA Sec 24. A pre-existing TSL that has an allowable annual cut greater than 10,000 m <sup>3</sup> is converted into a replaceable forest licence, woodlot licence, or forestry licence to cut.
Exemptions From Cut Control Limits for Forest Health Purposes	Tenure	Regional Executive Director	Administrative	Available on Request	0 days	Sec 75.9 of the Forest Act for forest licenses, tree farm licences, woodlots or Timber Sales Licence. Exemption must specify a different limit and may attach conditions. No additional volume is harvested. Only the timing of harvest changes. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
Free Use Permit (FUP) issuance	Tenure	District Manager	Administrative	Available on Request to Notification	0 to 30 days	Trees for personal use such as Christmas Tree Use, Personal Firewood, FA S 48 (g)(h). For First Nation Cultural Use (Sappier Gray Decision). If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  AOR Example: Trees for personal use such as Christmas Tree Use, Personal Firewood, FA S 48 (g)(h). For First Nation Cultural Use (Sappier Gray Decision)
Authority to Harvest Timber by Crown Agents (Sec 52 of the Forest Act)	Tenure or Recreation	District Manager, Timber Sales Manager	Administrative	Available on Request to Notification	0 to 15 days	The Minister may authorise agents of government to harvest Crown timber or to use and occupy Crown land in a Provincial forest. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests. Would need to consider how insignificant the cutting would be to consider AOR vs. Notification.
Permit to grow and/or harvest Christmas-Trees on Crown land (Commercial Scale)	Tenure	District Manager	Administrative	Available on Request to Notification	0 to 30 days	Commercial permits are usually on previously disturbed grounds that are maintained in that state, such as under a hydro line. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>

<b>LICENCE TO CUT - Occupation, Master Licence, Forestry and Fibre Supply Licenses to Cut. See FA Licence to Cut Regulation</b>						
Occupant Licence to Cut	Tenure, Recreation	District Manager, Land and Timber Manager, Manager of Major Projects	Administrative	Available on Request to Normal	0 to 30 days	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 the form of Land Act permit, special use permit, highway's permit and road use permit. FA Sec 47.4 and Licence to Cut Regulation. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  AOR Example: When agency issuing the OLT has consulted on the main tenure
Master Licence to Cut	Tenure	Oil and Gas Commission	Administrative	See Description	TBD	Mainly for oil, gas or pipeline activities and roads to access these activities. Section 17 of the Oil and Gas Commission (OGC) Act provides authority for OGC to issue Master Licence to Cut and associated CPs. <b>FLNRO no longer issues MLTC and related CPs. FA Sec 47.4 and Licence to Cut Regulation.</b>
Forest Licence to Cut (FLTC) Issuance for small scale salvage (SSS)	Tenure Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Administrative	Available on Request to Normal	0 to 60 days	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. May follow the processes of the CP/RP process. FA Sec 47.4 and Licence to Cut Regulation. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>  Examples: Concerns not addressed through information sharing, or no info sharing has occurred. AOR Examples: License authorizes only the removal of the timber (harvest is under a different licence), or licensee information sharing is at a professional level and all concerns are addressed.
(a) Intermediate Salvage Pilot (FLTC)	Tenure Recreation	District Manager and Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	AAC is between 2000 to 5000 (m3). As per Sec.2 of the Licence to Cut Regulations. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
(b) Community Wildfire Protection (FLTC)	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	AAC is between 2000 to 5000 m3 and the objective is to address fuel management. As per Sec.2 of the Licence to Cut Regulation. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  AOR Example: Information sharing has occurred and is considered sufficient at the CWP planning stage.
Fibre Supply Licence to Cut	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request to Notification	0 to 30 days	Longer term LTC over a larger, previously harvested geographic area. Maximum term is 5 years. Forest Act Sec 79.1 and Licence to Cut Regulation. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
Fibre Forestry Licence to Cut	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request	0 days	Small, short term operations. Recovery of additional volume on an existing outblock. Term of 1 to 5 years. Used as a pilot licence. Forest Act Sec 79.1 and Licence to Cut Regulation.
Forest Licence to Cut Issuance by BC Timber Sales	BCTS	Timber Sales Manager	Administrative	Available on Request to Normal	0 to 30 days	The timber sales manager may enter into a forestry licence to cut, to cut and remove timber from the contract area in conjunction with the contract. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
<b>TREE FARM LICENCE (TFL)</b>						
Timber Supply Review and Allowable Annual Cut (AAC) Determination	Stewardship	Chief Forester	Administrative	Normal to Deep Strategic Nature	30 to 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.
AAC Determination Postponement	Stewardship	Chief Forester	Administrative	Notification to Normal	30 days	Licensee request/rationale to the Chief Forester to postpone AAC determination because nothing has changed in TFL.
New TFL licence	Tenure	Minister	Administrative	Normal to Deep	30 to 60 days	Strategic nature refers to the complexity of the decision and because of this complexity, the default consultation period may exceed 60 days.
Disposition of Undercut Volumes	Tenure	Regional Executive Director	Administrative	Normal	30 to 60 days	The RED may consider disposing some or all of the unharvested volumes via a FLTC, a TSL or a NRFL to someone other than the TFL holder.
Management Plan Approval	Tenure	Chief Forester	Administrative	Notification	30 days	A management plan provides a brief history of the TFL, a list of publicly available planning documents applicable of the TFL and a timber supply analysis. The Chief Forester makes a determination on the AAC. Often consulted in conjunction with AAC determination as two decisions may be made concurrently.
Conversion of TFL into a Community Forest Agreement (CFA)	Tenure	Minister	Administrative	Normal	30 to 60 days	
TFL licence consolidation	Tenure	Minister	Administrative	Notification to Normal	30 to 60 days	Merging of two TFLs held by a single licensee is lower level of consultation. Merging two TFLs held by two separate licensees requires a greater level of consultation
TFL Subdivision	Tenure	Minister	Administrative	Notification to Normal	30 to 60 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.
TFL Surrender	Tenure	Minister	Administrative	Normal	30 to 60 days	The holder of one or more tree farm licences may apply to the minister to surrender all or part of the TFL. The Minister may then grant a forest license of comparable volume with a Timber Supply Area.
TFL Transfer	Tenure	Minister	Administrative	Normal	30 to 60 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.
Deletion of Crown Land from the TFL	Tenure	Minister	Administrative	Available on Request to Normal	0 to 30 days	Forest Act Sec 60.2 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. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
Removal of BCTS area/volume from TFL	Tenure	Minister	Administrative	Normal	30 to 60 days	Forest Act Sec 60.4
TFL Replacement	Tenure	Minister	Administrative	Normal	30 to 60 days	The Minister must offer to replace a licence unless the licensor denies it.
Removal or Addition of Private Land from the TFL	Tenure	Minister	Administrative	Normal	30 to 60 days	FA Sec 39.1 The minister may change the boundary or area of a tree farm licence with the consent of its holder by adding private land of the holder of the tree farm licence to the area of the licence, or removing private land from the area of the licence. and Sec 54.7 The minister's prior written consent must be obtained for the disposition of private land or an interest in private land if the private land or interest is subject to a tree farm licence or to a woodlot licence.

COMMUNITY FOREST AGREEMENTS						
Identification of Community Forest Agreement area and District Manager approval (unless the decision of the area is made at higher level)	Tenure Stewardship	District Manager	Administrative	Normal to Deep	30 to 60 days	CFA identifies the area to support a community forest agreement.
Community Forest Agreement Management Plan approval and amendments and license issuance (MP includes a TSR)	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	CFA grants exclusive right to harvest an AAC in a specific area. This applies to both a determination and a re-determination.
Boundary Amendment	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	
Replacement - Community Forest Agreement	Tenure	Regional Executive Director	Administrative	Notification	30	The Minister <u>must</u> offer to 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.
FIRST NATION WOODLAND LICENCE						
Identification of First Nation Woodland Licence Agreement (FNWL) area	Tenure	District Manager	Administrative	Normal	30 to 60 days	First Nations identifies an area to support a First Nation Woodland Licence.
First Nation Woodland Licence (FNWL) Management Plan approval and license issuance	Tenure	Minister	Administrative	Normal	30 to 60 days	FNWL grants exclusive right to harvest timber in a specified area. FNWL may include private or reserve land and give to its holder the right to harvest, manage and charge fees for botanical products and other prescribed products. This applies to both a determination and a re-determination.
Boundary Amendment	Tenure	Regional Executive Director	Administrative	Available on Request to Notification	0 to 30 days	In consideration of known cultural areas, or if adding vs deleting land. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
FN Woodlands License Replacement	Tenure	Regional Executive Director	Administrative	Notification	30 days	The Minister <u>must offer to</u> replace a licence unless the licensor denies it.
WOODLOT LICENCE						
AAC exemption to address for forest health catastrophic events (Section 75.9 of the Forest Act).	Tenure	Regional Executive Director	Administrative	Available on Request to Normal	0 to 30 days	See 75.9 of the Forest Act for woodlots (see also Sec 75.4). Exemption must specify a different limit and may attach conditions. No additional volume is harvested. Only the timing of harvest changes. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  <b>Normal Example:</b> A woodlot is severely impacted by beetles or fire and major harvesting is planned.
Development and advertisement of a new woodlot licence (WL)	Tenure	Regional Executive Director	Administrative	Normal	30 to 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. Consider doing CHR assessments prior to advertising the woodlot.
Direct award of woodlot to First Nations through interim measures agreement. (Either a new woodlot or adding an area to an existing woodlot)	Tenure	Minister	Administrative	Normal	30 to 60 days	A WL grants exclusive rights to harvest an AAC in a specified area and manage forests in a specified area. A WL may include private land, reserve land. A WL may be directly awarded pursuant to an interim measure agreement.
Replacement of a woodlot licence, to current WL holder and no expansion of size	Tenure	Regional Executive Director	Administrative	Notification	30 days	FA Sec 46 During the 6 month period following the ninth anniversary of an existing woodlot licence, the minister <u>must</u> offer its holder a replacement for the woodlot licence.
Boundary amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	Refer to Sec 7.1 of the Woodlot Licence Regulation and Forest Act Sec 47.1 Increase in competitively awarded woodlot licence area for First Nation. The minister may change the boundary or the area of the Crown land portion of a woodlot licence area if the minister is satisfied that the increase is to implement or further an agreement between a first nation and the government respecting treaty-related measures, interim measures or economic measures.
Minor (UP to 10% of original woodlot licence area) increase in Crown land area	Tenure	District Manager	Administrative	Notification to Normal	30 to 60 days	Minor change of boundary or area 6 (1) Under section 47.1 of the Act, the minister may change the boundary or the area of the Crown land portion of a woodlot licence area, if the change does not increase the area of that Crown land portion by more than 10%. Minor changes exceeding 10 ha may trigger normal consultation
Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	Tenure	Regional Executive Director	Administrative	Available on Request to Normal	0 to 30 days	Change in area or boundary 47.1 Includes the discretion of the minister to change the boundary or area of the woodlot licence with the consent of its holder by removing private land from the woodlot licence area. Considerations are proximity, size and known issues. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
Deletion of Crown land from a woodlot licence	Tenure	Regional Executive Director	Administrative	Notification	30 days	Forest Act Sec 60.01 The Minister may order the deletion of Crown land from a woodlot licence, a community forest agreement area, or a first nations woodland licence area, if the deletion does not affect the AAC of the woodlot licence. As well, the Minister may order the deletion from a woodlot area from Crown land if it is for the access purpose or for another purpose.
Consolidation of 2 Woodlot Licences	Tenure	Regional Executive Director	Administrative	Available on Request to Notification	0 to 30 days	FA 46.2 (1) Subject to this section, the minister, by a method or combination of methods under subsection (2), may replace 2 woodlot licences held by the same person with one of those woodlot licences held by that person or a new woodlot licence held by that person, if the minister first receives the consent of the holder of the licences. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
Transfer of existing Woodlot licence	Tenure	District Manager	Administrative	Notification to Normal	30 days	
New Management Plan or Amendment	Tenure	District Manager	Administrative	Available on Request to Normal	0 to 30 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. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>  <b>Notification example:</b> New or Increased AAC. <b>AOR example:</b> Reduced AAC

FOREST RANGE and PRACTICES ACT - Forest Stewardship and Woodlot Licence Plans (applies to FL, NRFL, TSL, FN Woodlands Licence, Community Forest Agreement, Woodlot Licence and TFL tenure agreements)							
Forest Stewardship Plan (FSP)	Tenure Stewardship	Regional Executive Manager, District Manager	Operational	Normal		30 to 60 days	A FSP shows areas on a map where a forest licensee may carry out forest development activities over a period of five years. The areas included in the FSP are called Forest Development Unit. The FSP also states results, strategies and measures that a forest licensee will achieve to be consistent with set government objectives. The FSP does not authorise any harvest. Proponent must make reasonable effort to meet with First Nation groups affected by the plan to discuss the plan. In many circumstances, the FSP will not show road and block locations. First Nations often request the licensee to share the location of proposed blocks and road after the FSP has been approved.
FSPs Amendments requiring approval (see below 1 to 6)	Tenure Stewardship	District Manager	Operational				
1- Addition of a new forest development unit	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	The consultation level will be dependant on the size and location of the Forest Development Unit (FDU). In many circumstances, FDUs cover a large geographic area without specific road and block information. It is common practice for forest licensees to share more details about their operations after the Forest Stewardship Plan is approved.
2- A material change to an existing forest development unit	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	Definition: Materially is defined as substantial or important.
3- An intended change to result or strategy in section 12.2 to 12.5 of the FPPR (Results and Strategies instead of the practice requirements (defaults) for soils, wildlife and biodiversity objectives at the stand level)	Tenure Stewardship	District Manager	Operational	Available on Request to Normal		0 to 60 days	An amendment to a result, strategy or measure that is more constraining than the original version <i>may</i> be treated as an amendment not requiring approval and AOR. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>  <b>Notification/Normal Example:</b> An amendment to a result, strategy, or measure that is less constraining than the original version
4 - A result or strategy in respect of which a remediation order under section 74 of FRPA is outstanding	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	When a person has contravened a provision of this Act or a regulation or standard, the minister may order the person to do work reasonably necessary to remedy the contravention.
5- A change to the regeneration date, free growing date, free growing height or stocking standards that apply to an area in a manner that would be a significant departure from what was originally approved in the plan	Tenure	District Manager	Operational	Available on Request to Normal		0 to 30 days	Changes to silviculture practices can affect a CHR. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
6- A matter referred to in section (8) of FRPA (see section "FSP Mandatory Amendments")	Tenure Stewardship	District Manager	Operational	Available on Request to Notification		0 to 30 days	Refer to FRPA Sec 8 The holder of a forest stewardship plan must propose and submit for approval by the minister, amendments to the plan that take into account an event such as when an objective set by government applicable to the forest development unit is established, varied or cancelled, and other events described in FRPA Sec 7(1.1)(a). <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
7- Adding or Removing a Party from an FSP, Adding or Removing a licence from an FSP, Transferring a licence to an Existing FSP	Tenure Stewardship	District Manager	Operational	Available on Request to Notification		0 to 30 days	<b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
FSP Mandatory Amendments (Section 8 of FRPA) (See below 1-6) (reference is to FPPR Part 2 Div 1 amendments to objectives)	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 days	The holder of a forest stewardship plan (FSP) must propose and submit for approval by the minister, amendments to the plan that take into account an event that affects an area under the plan
1- FSP Mandatory Amendments to the forest development unit is made or amended	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	
2- An objective set by government applicable to the forest development unit is established, varied or cancelled under FRPA	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	
3- If specific by regulation, another objective applicable to the forest development unit is varied or cancelled by order under FRPA	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	
4- A community watershed is or adjacent to the forest development unit is varied or cancelled by order under the regulations	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	
5- Timber is in the vicinity of the forest development unit has suffered catastrophic damage	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 to 60 days	
6- The Minister considers that the forest development unit is inconsistent with the events in the above (1 to 5)	Tenure Stewardship	District Manager	Operational	Notification to Normal		30 days	

Forest Stewardship Plan Extensions	Tenure Stewardship	District Manager	Administrative	Notification to Normal	30 to 60 days	FRPA Sec 6(2) The minister may extend the term of a forest stewardship plan for an additional period not exceeding 5 years. An FSP extension is to extend the expiry date of an FSP only. No changes are made to the FSP.
Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Tenure Stewardship	District Manager	Operational	Available on Request	0 days	Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act). If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
Woodlot Licence Plan	Tenure	District Manager	Operational	Notification to Normal	30 to 60 days	FRPA Sec 12 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.
Woodlot Licence Plan Amendment	Tenure	District Manager	Operational	Available on Request to Notification	0 to 30 days	FRPA Sec 15 Means an amendment to a woodlot licence plan to make it consistent with an objective. Trigger for notification is a significant change that lessens the commitments of a result or strategy. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>  <b>AOR Example:</b> if there is a significant change that <u>improves</u> the commitments of a result or strategy
Woodlot Licence Plan Extension	Tenure	District Manager	Operational	Notification	30 days	FRPA Sec 14 (2) The minister must offer to extend the term of a woodlot licence plan that conforms to prescribed requirements for an additional period of up to 10 years.
Cutting Permit Issuance (Woodlots, Master Licences to Cut)	Tenure Stewardship	District Manager	Contractual	Available on Request to Deep	0 to 60 days	A CP is a cutting authority which grants a right to cut and or remove timber from a specific area. Typically the CP RP process applies here. District staff review information sharing completed by the proponents (licensees) to determine if Aboriginal interests have been adequately addressed with appropriate accommodations or mitigations. If there are outstanding concerns that a proponent cannot address District staff engage with First Nations, if concerns have been addressed the consultation level can be available on request. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  Woodlot Notification Example: District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required. Notification may be appropriate where the Crown is aware of new information not known or considered by the proponent.  Woodlot AOR Example: Aboriginal interests have been adequately addressed by the licensee with appropriate accommodations or mitigations, and no further engagement with First Nations is required.
Cutting Permit Issuance (Major Licences RFLs NRFLs, TFLs, TLs, CFAs)	Tenure Stewardship	District Manager	Contractual / Operational	Available on Request to Normal	0 to 60 days	A CP is a cutting authority which grants a right to cut and or remove timber from a specific area. Typically the CP RP process applies here. District staff review information sharing completed by the proponents (licensees) to determine if Aboriginal interests have been adequately addressed with appropriate accommodations or mitigations. If there are outstanding concerns that a proponent cannot address District staff engage with First Nations, if concerns have been addressed the consultation level can be available on request. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
CP amendments	Tenure	District Manager	Operational	Available on Request to Normal	0 to 60 days	Principles of the CP/RP process apply. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>  <b>Normal example:</b> In this case the amendment requires the proponent to re-information share. District staff review of the information sharing completed by the proponents indicates Aboriginal interests have not been adequately addressed with appropriate accommodations or mitigations, and further engagement with First Nations is required.  <b>AOR Example:</b> Dropping a block in a CP. In this case the amendment does not require the proponent to re-information share.

<b>FRPA: GOVERNMENT ACTIONS REGULATION In this regulation "Act" means the Forest and Range Practices Act. Actions under this regulation are applicable to agreements issued</b>						
6 (1) Lakeshore management zones and objectives	Stewardship	Minister	Administrative	Notification	30 days	The minister responsible for the <i>Forest Act</i> by order, may establish a lakeshore mgt zone adjacent to a lake with a riparian class of L1. The minister may also by order establish lakeshore mgt objectives consistent with the zone objectives.
7 (1) Scenic areas and visual quality objectives	Stewardship	Minister	Administrative	Notification	30 days	The minister responsible for the <i>Land Act</i> by order may establish an area as a scenic area The minister responsible for the <i>Forest Act</i> by order may establish for a scenic area visual quality objectives that are consistent with the scenic area objectives
8 (1) Community Watersheds and water quality objectives	Stewardship	Minister	Administrative	Normal	30 to 60 days	The minister responsible for the <i>Land Act</i> by order may designate as a community watershed all or part of the drainage area that is upslope from the lowest point from which water is diverted for human consumption by a licensed waterworks. The minister responsible for the <i>Wildlife Act</i> may establish for a CWS water quality objectives.
9 (1) General Wildlife Measures	Stewardship	Minister	Administrative	Notification to Normal	30 to 60 days	The minister responsible for the <i>Wildlife Act</i> by order may establish a general wildlife measure, to be applied to a specified area, for a specified category of species at risk, regionally important wildlife or specified ungulates. The minister responsible for the <i>Wildlife Act</i> by order may establish a general Wildlife measure for a wildlife habitat area or an ungulate winter range
10 (1) Wildlife Habitat Areas	Stewardship	Minister	Administrative	Normal	30 days	The minister responsible for the <i>Wildlife Act</i> by order may establish and area as a WHA that meets the requirements for a species at risk or regionally important species. The location of WHA must not be disclosed in the order if he reasonably believes the WHA is sensitive to damage or disturbance.
11 (1) Wildlife Habitat Features	Stewardship	Minister	Administrative	Notification to Normal	30 to 60 days	The minister responsible for the <i>Wildlife Act</i> by order may identify any or all of the following as a wildlife habitat feature: a) a fisheries sensitive feature b) a marine sensitive feature c) a significant mineral lick or wallow d) a nest of a bald eagle, an osprey, a great blue heron or a avian species at risk
<b>FOREST PRACTICES CODE ACT - Provincial Forest Use Regulation</b>						
Special Use Permit (SUP) Issuance and Replacement (This is distinct from SUPs under other legislation)	District Manager	District Manager	Administrative	Available on Request to Normal	0 to 60 days	Provincial Forest Use Regulation. Crown land in a Provincial forest, may be managed or used for any of the following ancillary purposes if carried out in a special use permit: (a) construction and maintenance of a road, including construction and maintenance of bridges and other drainage structures; (b) sand pits, gravel pits, rock quarries and other quarries that provide materials for road construction, modification or maintenance authorized under the Forest Act; (c) a communications site; (d) a logging camp and associated facilities, including a waste disposal site; (e) a log dump or dry land sort; (f) a temporary timber processing site; (g) a lookout; (h) a weather station; (i) an airstrip, helipad or other air transportation landing site; (j) educational or research purposes. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  (k) weigh scales; (l) sequestration of carbon.
<b>BC TIMBER SALES</b>						
Timber Sale Licence (TSL) Development to Issuance	BCTS	Timber Sales Manager	Administrative	Normal to Deep	30 to 60 days	A TSL is a cutting authority developed by BC Timber Sales for future auction which grants a right to cut and or remove Crown timber from a specific area. Timber Sales staff conduct referral, information sharing, and consultation and provide recommendations to the TSM regarding the adequacy of Aboriginal interest identification and appropriate accommodations or mitigations identified.
Timber Sale Licence (TSL) Issuance	Timber Sales Manager	Timber Sales Manager	Administrative	Available on Request to Notification	0 to 30 days	TSL grants the right to harvest a volume of timber in a specified area or purchase logs. Issued only by BCTS via a competitive auction. <b>If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.</b>
Conversion of Replaceable Timber Sale Licences	Tenure	Regional Executive Director	Administrative	Notification to Normal	30 to 60 days	



FOREST HEALTH						
Chemical Treatments Spraying	Stewardship	Regional Executive Director	Administrative/Operational	Normal	30 to 60 days	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
Chemical treatments/Fertilization	Stewardship BCTS	Regional Executive Director	Administrative/Operational	Normal	30 to 60 days	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
Non-chemical treatments (e.g. Biological - Btk, <i>Bacillus thuringiensis</i> Kinase, sterile insect)	Stewardship BCTS	Regional Executive Director	Administrative/Operational	Normal	30 to 60 days	The use of biological agents must be approved by the Ministry of Environment in a Pest Management Plan.
LAND BASED ACTIVITY, FOREST ENHANCEMENT, LAND STEWARDSHIP, FUEL MANAGEMENT						
Data Collection/Inventory Projects •Ground Detection Surveys (Probes) •Overview Assessments: Aerial/Ground Truthing •Assessment & Planning: (Treatment Prescription, Layout) •Sediment Source Assessments •Computer Modelling & Mapping	Stewardship	Contractual	Operational	Available on Request	0 days	Annual Work plan. Land Base Investment Plan policy instructs proponents to provide a 15 day notification for: •survey an area •field reconnaissance; •inventory, growth and yield plots •monitoring •Sediment Source Assessments •Computer Modelling & Mapping  If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  Check with First Nations Advisors regarding knowledge of First Nations interests and potentially influencing agreements.
Land Based Treatments Low Level •Bridge and Culvert Replacement/Maintenance •Road Deactivation •Tree Planting	Stewardship	Contractual	Operational	Available on Request to Notification	0 to 30 days	Infrastructure maintenance required for safety and environmental protection. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.  <b>Notification Example:</b> Planting to bridge replacement within existing disturbed area with no previous FN engagement. <b>AOR Example:</b> Where there was previous information sharing/assessments made with First Nations communities where the decision was previously discussed.
Land Based Treatments Moderate Level •Fish Passage Treatments •Stand Tending (Brushing or Spacing) •Mechanical Site Prep •Fuel Management Treatments	Stewardship	Contractual	Operational	Notification to Normal	30 days	Annual work plan; map and treatment description.
Ecosystem Restoration Treatments: Harvesting, Spacing, Thinning, Prescribed Burning	Stewardship	Contractual	Operational	Normal	30 to 60 days	A regime of treatments focused on improving ecosystem form and function, often including the re-introduction of fire management on the landscape.
Fertilization	Stewardship	Contractual	Operational	Normal	30 to 60 days	Application of nutrients (e.g. Urea) aerially/manually, to promote growth of conifers.
Authority to Cut, Damage or Destroy Timber (Sec 52 of the FRPA)	Stewardship	Tenures	Operational	Available on Request to Notification	0 to 30 days	This decision relates to the felling of trees for stand tending, forest health and fire hazard abatement activities. A person is authorized to cut, damage or destroy Crown timber for the purpose of carrying out a forest practice. If considering AOR, it is necessary to consider all known information regarding the decision and First Nations interests.
WILDFIRE MANAGEMENT						
Wildfire Management Plans Ministry Policy Manual	Stewardship Recreation Tenure	District Manager and Fire Centre Manager	Policy	Notification to Normal	30 to 60 days	The purpose of Fire Management Plan (FMP) is to provide support to decision makers for integrated wildland fire response and resource management activities. These plans are intended to ensure collaboration occurs across programs while working towards cost efficient and effective protection of resource values. The content of WMP includes both landscape and local levels identification values. This strategic plan has an emphasis on conservation and enhancement of forest values.
Wildfire Rehabilitation	Lands & Resources	District Manager	Operational	Notification to Normal	30 days	Restoration work post-fire such as fire guard deactivation of trails required for fire. (Post fire salvage of timber would be via forest license CP's FLTCs, or BCTS TSL's that have separate info sharing processes not falling under Fire Rehab)
Wildfire Risk Reduction	Lands & Resources / Stewardship	District Manager	Operational	Notification to Normal	30 days	

Decision	Program	Decision Maker	Category	Suggested Consultation Level	Timeline	Description of the Decision
<b>RANGE INVASIVE PLANTS</b>						
Invasive Plant Pest Management Plan	Range	Director of Range Branch	Administrative	Normal	30 to 60 days	The use of any chemical herbicides or pesticides must be approved by the Ministry of Environment in a Pest Management Plan.
<b>RANGE GRAZING LEASE DECISIONS - Land Act</b>						
Grazing Lease Tenure replacement (existing tenure renewal) Land Act, Section 11	Range	Director of Range Branch; District Manager	Administrative	Normal	30 to 60 days	Grazing leases are a 21 year tenure issued under the <i>Land Act</i> . New leases are not available, but existing leases may be renewed. <b>Suggest normal consultation</b> unless there is a clause specific to FN's interests allowing them access to practice their rights. If access is provided, notification might be the appropriate level of consultation. The reason for normal consultation is because all lease holders in B.C. have the right to quiet enjoyment. This clause is upsetting to FN people as most grazing leases are located in lower elevations where FNs used to practice their rights of gathering, hunting, berry picking etc. Much of their best lands are now private property and so FNs want to ensure they have continued access to the lease areas to practice their traditional rights.
Grazing Lease minor boundary change	Range	Director of Range Branch; District Manager	Administrative	Available on Request to Notification	0 to 30 days	Grazing lease boundaries may be amended to reduce/mitigate existing use conflicts. This is usually done at the time of replacement.
Grazing lease major boundary change	Range	Director of Range Branch; District Manager	Administrative	Normal	30 to 60 days	A major boundary amendment is a very rare action. An increase in size of a lease would trigger normal level of consultation otherwise assume that it would be notification.
Grazing Lease Management Plan	Range	Director of Range Branch; District Manager	Operational	Normal	30 to 60 days	Grazing lease applicants must submit a management plan for approval by FLNRO.
Amendment to Grazing Lease Management Plan	Range	Director of Range Branch; District Manager	Operational	Available on Request to Normal	0 to 60 days	This applies to all grazing management plan amendments except range developments approved under FRPA.
Range Improvements - Large Scale Developments	Range	Director of Range Branch; District Manager	Operational	Notification to Normal	30 to 60 days	Range improvements are included in Grazing Lease Management Plans. Any new range improvements are an amendment to the Grazing Lease Management Plan.
<b>RANGE TENURE DECISIONS - Range Act</b>						
New Range Agreement (licence) vacancy (relinquished tenure)	Range	District Manager	Administrative	Normal	30 to 60 days	Licences are issued for a 15 to 25 year term, and are replaceable.
New range agreement (licence) new opportunity (no previous tenure in area)	Range	District Manager	Administrative	Normal	30 to 60 days	Licences are issued for a 15 to 25 year term, and are replaceable.
Direct award of new range agreement to FN as part of an agreement	Range	Director	Administrative	Normal	30 to 60 days	Upon agreement signed by the minister, the director may award a permit/licence without inviting other applications.
Licence replacement (grazing and hay cutting licences)	Range	District Manager	Administrative	Normal	30 to 60 days	During the 12 month period beginning two years before the expiry of the term 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. The only thing that can be changed at replacement is the term
Grazing Permit Issuance	Range	District Manager	Administrative	Normal	30 to 60 days	
Direct Award/Competitive Award <3 Year Grazing Permit Issuance	Range	District Manager	Administrative	Notification	30 days	A short term grazing permit (i.e. less than three years) is typically used to back-fill a non-use agreement.
Temporary increase of hay or forage for specified year	Range	District Manager	Administrative	Available on Request to Notification	0 to 30 days	The district manager may increase the AUM or tonnes of hay for a specified year. These are usually associated with short term increased forage availability often resulting from good spring growing conditions i.e. lots of rain
Range Agreement amendments including boundary changes, etc	Range	District Manager	Administrative	Available on Request to Normal	0 to 60 days	There are several ways in which a licence or permit can be changed or amended. The provision in the <i>Range Act</i> changes dependent on what terms are changing in the licence or permit. For example, changes can occur to the boundary, associated land, associated tenure, amount of use, special conditions, etc...
Non-use Agreements	Range	District Manager	Administrative	Available on Request to Notification	0 to 30 days	Impact is low because there will be fewer animals; however increased opportunities stemming from non-use

RANGE OPERATIONS-FOREST AND RANGE						
New Range Use Plan or Stewardship Plan	Range	District Manager	Operational	Normal	30 to 60 days	Range use plans describe unique issues and plant communities and the actions that will be taken to establish or maintain them, range readiness criteria, stubble heights and a grazing schedule.
Major Range Use Plan Amendments	Range	District Manager	Operational	Notification to Normal	30 to 60 days	Mandatory amendments occur when the actions in the plan are no longer sufficient to deal with the specific issue, the objectives in the RPPR have changed, the Range Act licence or permit has changed, or the district manager has indicated that an amendment is required in relation to plant communities, range readiness criteria, stubble height or issues .
Minor Range Use Plan Amendments	Range	District Manager	Operational	Available on Request	0 days	Mandatory amendments occur when the actions in the plan are no longer sufficient to deal with the specific issue, the objectives in the RPPR have changed, the Range Act licence or permit has changed, or the district manager has indicated that an amendment is required in relation to plant communities, range readiness criteria, stubble height or issues .
Range Development	Range	District Manager	Operational	Notification to Normal	30 to 60 days	Some examples: <ul style="list-style-type: none"> <li>• New fence construction</li> <li>• Stock trails</li> <li>• Broadcast seeding of cut blocks</li> <li>• New water development</li> </ul>
Range Development (Minor)	Range	District Manager	Operational	Available on Request to Notification	0 to 30 days	Some examples: <ul style="list-style-type: none"> <li>• New fence construction &lt;50m</li> <li>• Adequate licensee information sharing previously occurred</li> </ul>

## **APPENDIX C**

### **Revenue Sharing Contribution Methodology**

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

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the DOS, DPG, DRM and DSE District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the DOS, DPG, DRM and DSE Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Shuswap Band'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 Shuswap Band's Territory will be calculated by determining the percent of Shuswap Band's Territory that falls within the Timber Harvesting Land Base in the DOS, DPG, DRM and DSE 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 Territory Forest Revenue Sharing Component will be calculated by multiplying 8 percent of non BC Timber Sales forest revenue attributed to the Shuswap Band and 11 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Shuswap Band is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive \$35,000 or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Shuswap Band as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

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

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

### **Forest Revenue Sharing Transition**

- 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 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 Shuswap Band in any given full year under the Shuswap Band *Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
  - 3.2.1 2022/23 BC Fiscal Year 40 percent;
  - 3.2.2 2023/24 BC Fiscal Year 40 percent
  - 3.2.3 2024/25 BC Fiscal Year 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years under section 3.1 provides:
  - (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Shuswap Band Forest and Range Opportunity Agreement*, then Shuswap Band will receive the annual payments described by the Revenue Sharing Calculation in section 3.1 for those BC Fiscal Years; or
  - (b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Shuswap Band Forest and Range Opportunity Agreement*, then Shuswap Band will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Shuswap Band Forest and Range Agreement*.

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for the Shuswap Band FCRSA**

Not applicable

## APPENDIX E

### Annual Report

**(Example only)**

Socio-economic Priority	2019/2020 Planned Expenditures	2019/2020 Actual Expenditures	Outcomes Achieved	Variance Explanation

**Confirmation**

In accordance with section 8.1 of the Shuswap Band Forest & Range Consultation and Revenue Sharing Agreement, Shuswap Band confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

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

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

\_\_\_\_\_  
(Name) On behalf of Shuswap Band