

**BRITISH COLUMBIA
MINISTRY OF FORESTS, LANDS,
NATURAL RESOURCE OPERATIONS AND RURAL
DEVELOPMENT**

**Mackenzie
Timber Supply Area**

**Rationale for
Allowable Annual Cut (AAC)
Partition Amendment**

Effective February ##, 2019

**Diane Nicholls, RPF
Chief Forester**

Objective of this Document

This document provides an accounting of the factors I have considered and the rationale I have employed as Chief Forester of British Columbia (BC) in making my decision, under Section 8 of the *Forest Act*, of the amendment of the allowable annual cut (AAC) partition for the Mackenzie timber supply area (TSA).

Acknowledgement

For preparation of the information I have considered in this determination, I thank staff of the BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development (herein referred to as the Ministry) in the Mackenzie Natural Resource District, Omineca Natural Resource Region and the Forest Analysis and Inventory Branch (FAIB). I am also grateful to the First Nations and licensees who have provided input.

Statutory Framework

Section 8(5.1) of the *Forest Act* states that the Chief Forester may, at any time, amend or cancel a specification made under subsection 5 of the *Forest Act*. Subsection 8(5) states that the chief forester may, at any time specify that portions of the allowable annual cut are attributable to one or more of the following:

- (a) different types of timber or terrain in different parts of Crown land within a timber supply area or tree farm licence area;
 - (a.1) different areas of Crown land within a timber supply area or tree farm licence area;

Specifications under the *Forest Act* Section 8(5)(a) are commonly referred to as AAC partitions.

Description of the Mackenzie TSA

The Mackenzie TSA is situated in north-central interior of British Columbia (BC) and encompasses approximately 6.4 million hectares of land. The administration of forest management activities within the Mackenzie TSA is the responsibility of the Mackenzie Natural Resource District.

The municipality of Mackenzie is the largest community in the TSA with a population of 3262 based on 2016 Statistics Canada census results; other settlements include Germansen Landing and Manson Creek. Indigenous populations are centred around Tsay Keh Dene, Kwadacha and McLeod Lake which is just outside the TSA boundary. Indigenous and non-Indigenous community members also live throughout the TSA. The Mackenzie TSA falls within the territories of the Tsay Keh Dene, Kwadacha Nation, McLeod Lake Indian Band, Takla Nation, Nak'azdli Whut'en, West Moberly First Nation, Sauteau First Nation, Tahltan, Gitksan, Blueberry River First Nation, Halfway River First Nation, Doig River First Nation, Prophet River First Nation, Fort Nelson First Nation and Yekooche First Nation.

The forest industry is an important source of employment and income for Indigenous and non-Indigenous residents of the Mackenzie TSA. Mackenzie has two large lumber mills, one pulp

mill, one bioenergy facility, one cant mill, and two value-added facilities. Other economic activities include recreation, trapping, guide-outfitting, mining and tourism; with forestry providing approximately 70 percent of local employment.

Allowable Annual Cut Determination, November 2014

The current AAC was determined on November 14, 2014. At that time the AAC was determined to be 4 500 000 cubic metres per year. The determination included the following partitions:

1. a maximum of 950 000 cubic metre partition attributable to non-pine leading coniferous stands;
 - 1a. of this, a maximum of 300 000 cubic metre partition attributable to non-pine leading coniferous stands from the southwest portion of the TSA, west of Williston Lake and south of Omineca Provincial Park and Omineca Arm.

The AAC determination rationale included implementation instructions which stated the expectation that District staff would work with licensees to ensure that salvage operations remained focussed on pine-leading stands in which 70 percent or more of the total volume is pine. In addition, the rationale included the expectation that in the event that licensees can no longer locate such stands, District staff were expected to bring this to the attention of FAIB and the chief forester.

Refer to *Mackenzie Timber Supply Area, Rationale for Allowable Annual Cut Determination (Effective November 14, 2014)* for information regarding the current AAC determination.

Changes to Management Assumption in AAC Determination

As Chief Forester of British Columbia it is my role to ensure timber supply across the Province and within timber management units is managed in a manner that is both environmentally and economically sustainable. Each timber management unit has management goals, objectives and targets which are monitored by the Office of the Chief Forester. I rely on these reports to provide a strategic assessment of whether management practices are consistent with the assumptions on which the AAC was determined. Concurrently, District staff and licensees also monitor harvest, and report to the Chief Forester if/when issues are identified which may affect sustainability of the timber supply. Both of these processes inform how and when the Chief Forester may make changes to a management unit AAC.

Monitoring of timber harvest within Mackenzie TSA has indicated harvest patterns which are not consistent with the assumptions on which the 2014 AAC determination was based. In particular, monitoring indicates that significantly more spruce volume has been harvested than I prescribed in my determination. Discussions with Ministry staff, licensees, BC Timber Sales and First Nations have identified two primary factors which are contributing to this variance: shelf life of mountain pine beetle impacted timber and the spruce beetle outbreak.

In response to this development, I have decided to amend the AAC partitions which were set in 2014. To support my considerations for amendment of the AAC partition timber supply analysis was completed by FAIB to test the sensitivity of the harvest projection to changes in management assumptions for these two factors. This analysis was based on the landbase and

analysis assumptions which supported the 2014 AAC decision, and incorporated updates to the vegetation inventory data, including depletions, up to summer 2018. A full reassessment of the Mackenzie TSA landbase, inventory and current management practices will be conducted in the next timber supply review.

Information regarding the factors and analysis considered in my decision is included in the following sections.

- *Pine shelf life*

The 2014 AAC determination was supported by the assumption that salvage of mountain pine beetle impacted timber would remain economically operable for 15 years following attack. It was assumed that after 15 years the dead pine would decline in quality and not be sufficient for the production of saw logs. In the base case after 15 years the dead pine volume no longer contributed to the harvest projection.

Since the AAC decision, merchantable sawlog volume loss curves have been developed by FAIB in collaboration with licensees to estimate shelf life of dead pine. The application of volume reductions for shelf life in combination with secondary stand structure growth and yield modelling has improved the ability of timber supply modelling to represent the impacts of mountain pine beetle to timber supply. Subsequent timber supply reviews for the Mackenzie TSA will apply these improved assumptions.

I have heard from licensees that in the Mackenzie TSA mountain pine beetle impacted timber is declining beyond the point where it is economically operable throughout the majority of the landbase. Licensees indicate that the long road-haul distances combined with water transport mean that sawlog recovery factors need to be higher than in other management units to ensure economic viability. Licensees express that volume loss due to waste and breakage of dead pine currently is very high. Waste and breakage occurs at the time of harvest, during log transport (road and water) and at the time of processing.

I have reviewed harvest monitoring information from the Electronic Commerce Appraisal System (ECAS) and the Harvest Billing System (HBS), as well as cutting permit monitoring completed by District staff. All monitoring methods demonstrate a downward trend in harvest of pine-leading stands. However, pine continues to contribute substantively to the annual harvested volume within the TSA.

I heard from First Nations that their community members are concerned regarding concentration of salvage harvesting activities within the southwest partition area. I also heard concerns regarding size and distribution of harvest openings, as well as road density. The First Nations linked their concerns to negative impacts to their Indigenous rights to hunt, trap, fish and gather. I also heard concerns regarding harvesting pressure on pine-leading stands which traditional knowledge holders indicate have been used seasonally by caribou. First Nations expressed concerns regarding future harvest concentration on areas elsewhere within their territories and also expressed worries about their abilities to exercise harvesting rights for their own non-replaceable and replaceable forest licences which are located within their territories.

In order to support my decision regarding the AAC partition amendment FAIB provided me with sensitivity analyses which assumed that all dead pine volume no longer contributed to the harvest projection. In all scenarios which were investigated, the current AAC could be maintained until a new AAC is required by legislation. Detailed analysis will be required in the next timber supply review to assess the potential implications to the mid-term and long-term harvest projection of discontinuing salvage of dead pine.

I have reviewed the comments from licensees, First Nations and Ministry staff and I have considered the sensitivity analyses presented by FAIB. I conclude that it is reasonable to assume that some harvest of mountain pine beetle impacted stands will continue over the short term. I have considered this information in my decision regarding the AAC partition amendment.

- *Spruce beetle*

In 2010 there were large wind throw events in the Omineca Region, including within the Mackenzie TSA. The spruce wind throw, in combination with subsequent drought seasons has resulted in conditions under which spruce beetle (*Dendroctonus rufipennis*) populations have expanded significantly. The infestation was detected in 2014 and on October 31, 2015 a spruce beetle outbreak was declared in the Omineca Region.

In the Mackenzie TSA the Province's aerial overview survey (AOS) shows that the spruce beetle outbreak is centred in the area east of Williston Reservoir and south of the Peace Arm. Spruce beetle infestations have also been identified elsewhere within the TSA.

In April 2018 I met with licensees to review harvest monitoring for the Mackenzie TSA. Monitoring of submitted cutting permits conducted by District staff indicated that significant harvesting activities are occurring in spruce-leading stands with little to no impact from spruce beetle. Licensees maintained that harvesting efforts in non-pine stands were being focussed on timber impacted by spruce beetle.

In July 2018 I released *Omineca Region – Harvest Prioritization in Response to Spruce Beetle Outbreaks*. In this guidance I express my expectations that harvest within the outbreak areas should be focussed on salvage of high mortality spruce beetle impacted stands and on pest reduction in stands with sizable active spruce beetle infestations. The guidance also included my expectation that timely ground survey information be collected to support forest management decisions.

I have heard concerns from licensees and BC Timber Sales that the spruce beetle outbreak is not equally distributed across the TSA or across historical operating areas. Licensees indicate that the uneven distribution of spruce beetle impacted stands, in combination with seasonal constraints for harvest operations and/or log transport, limits their ability to balance spruce beetle management response with maintaining log inventories for their mills. In this partition amendment, I have also considered information presented by BC Timber Sales' from their Spruce Beetle Action Plan, Mackenzie Operations (focused on the southeast portion of the TSA).

In order to support my decision regarding the partition amendment FAIB provided me with sensitivity analyses which explored options to focus the harvest on the spruce beetle outbreak area. The underlying assumption is that a focus of harvesting horsepower on the outbreak area

could minimize the non-recoverable losses and recover economic value in impacted stands before the timber quality deteriorates. The analysis assessed several scenarios, including catastrophic loss scenarios. The results indicate that, based on the known extent of the spruce beetle outbreak, and conservative assumptions about stand shelf life, a focussed harvest during the short-term could reduce non-recoverable loss, and remove a significant portion of the stands which have been impacted by spruce beetle. In all scenarios which were investigated the current AAC could be maintained until a new AAC is required by legislation. Detailed analysis will be required in the next timber supply review to assess the potential implications to the mid-term and long-term harvest projection of spruce beetle focussed harvest.

I have reviewed the 2018 AOS information and discussed the results with Ministry forest health experts. Although the total outbreak area decreased in size from 2018 to 2019, I have been advised that it is too early to determine if the outbreak is abating. Additionally, research regarding shelf life of spruce beetle killed timber is being conducted collaboratively between the Ministry and other research institutes. This information collection is ongoing, improved data will be available for use in the next timber supply review.

I have reviewed the comments from licensees, First Nations and Ministry staff and I have considered the sensitivity analyses presented by FAIB. It is reasonable to assume that a significant portion of harvest within the Mackenzie TSA will be focussed on spruce beetle management over the short term. I have considered this information in my decision regarding the AAC partition amendment.

Determination

As chief forester, in making an AAC decision I must determine a harvest rate that appropriately protects timber and non-timber values, sufficiently mitigates impacts to constitutionally protected rights and title of Indigenous peoples, supports the regional economy and supports government's commitments to industry. In 2014, following a timber supply review, the chief forester determined an AAC of 4 500 000 cubic metres per year.

As chief forester it is also my responsibility to monitor implementation of the AAC and condition of the landbase and inventory to identify changes which may impact the stewardship of timber and non-timber values and/or sustainability of timber supply. When major changes occur to the management assumptions upon which an AAC determination is made my statutory authority allows me to: (a) initiate a timber supply review sooner than the 10 years required by legislation, and/or (b) amend or cancel an AAC partition.

Having considered the information in “**Changes to Management Assumptions in AAC Determination**”, including risks and uncertainties of the information provided and my obligations as chief forester, I have determined that it is appropriate to amend the partitions for the AAC for the Mackenzie TSA.

The AAC that was set in 2014 is 4 500 000 cubic metres per year, this AAC remains in place and will not change until a new timber supply review is completed and a new AAC is determined. I specify, under Section 8(5)(a) of the *Forest Act*, the following geographic and timber profile partitions to the current AAC:

1. A maximum of 2 000 000 cubic metres per year is attributable to live, uninfested coniferous timber;
 - a. Of this, a maximum of 500 000 cubic metres per year is attributable to the southwest portion of the TSA, the area that is west of Williston Lake and south of Omineca Provincial Park and Omineca Arm.

I expect that harvest will be focused on dead, dying and damaged timber throughout the TSA. I set an additional limit on the harvest of live, uninfested timber in the southwest portion of the TSA to encourage harvesting of spruce beetle affected stands and salvage of dead volume.

I heard concerns from First Nations regarding risks to non-timber values and Indigenous rights and interests which may result from cumulative effects of concentrated harvest. By limiting incidental harvest of live, uninfested timber in the southwest it is reasonable to assume that the risk of further concentration of harvest within this geographic area will be reduced.

I expect that licensees and BC Timber Sales will incorporate guidance from *Chief Forester Expectations – Harvest Prioritization in Response to Spruce Beetle Outbreaks*; *Guidance on Landscape and Stand level Structural Retention on Large-scale Mountain Pine Beetle Salvage Operations*; and *Omineca Region - Guidance on Stand and Landscape-level Retention for Harvesting in Response to Spruce Beetle Outbreaks* in order to achieve the AAC partitions.

I am aware that access and log transport play a significant role in operational decision-making within the Mackenzie TSA. It is my expectation that licensees and BC Timber Sales will work collaboratively to ensure that all parties are able to exercise their harvesting rights within the Mackenzie TSA, considering the limitations of access and timber transport which may be constrained by external factors such as seasonal water levels within the Williston Reservoir.

This partition amendment is effective February ##, 2019 and will remain in effect until a new AAC is determined which must take place within 10 years of the effective date of the AAC determination, November 14, 2014.

Implementation

In the period following this decision and leading to the subsequent AAC determination, I expect Ministry staff, licensees and BC Timber Sales to undertake the tasks noted below. These expectations are the result of my collaboration with Ministry staff, licensees and BC Timber Sales and engagement with First Nations. I recognize that the ability of staff to undertake these projects is dependent on available time and funding. These projects are important to reduce the risk and uncertainty associated with key factors that affect the timber supply in the Mackenzie TSA.

To support the chief forester in subsequent AAC determinations it is my expectation that:

1. Ministry staff to work with licensees and BC Timber Sales to maintain the focus on harvest of dead, dying and damaged timber. This includes salvage harvest of mountain pine beetle impacted stands, salvage harvest of spruce beetle impacted stands and pest reduction harvest of spruce beetle infested stands. I have stated my expectations in *Chief Forester Expectations – Harvest Prioritization in Response to Spruce Beetle Outbreaks*.

2. Ministry staff to continue to work with licensees and BC Timber Sales to monitor spruce beetle management responses. This should include information regarding:
 - a. Rate of spread of the spruce beetle outbreak;
 - b. Tree mortality and beetle life stage information;
 - c. Harvest of spruce beetle impacted timber for the purposes of salvage and/or pest reduction; and
 - d. Shelf life of spruce beetle impacted timber.
3. Ministry staff, licensees and BC Timber Sales to collaboratively monitor and report to the chief forester regarding performance and utilization in the following timber profiles:
 - a. Pine-leading stands and live and dead pine fibre;
 - b. Spruce-leading stands and live and dead spruce fibre;
 - c. Balsam-leading stands and balsam fibre; and
 - d. Deciduous-leading stands and deciduous fibre.
4. Ministry staff, licensees and BC Timber Sales to work collaboratively to develop a plan for retention during salvage and pest reduction harvest which considers stand- and landscape-level biodiversity and includes strategies to meet recommended stand-level retention as provided in *Guidance on Landscape and Stand level Structural Retention on Large-scale Mountain Pine Beetle Salvage Operations* and *Omineca Region - Guidance on Stand and Landscape-level Retention for Harvesting in Response to Spruce Beetle Outbreaks*.

It is my expectation that instructions included in the *Mackenzie Timber Supply Area, Rationale for Allowable Annual Cut Determination (Effective November 14, 2014)* will also continue to be implemented.

I am aware that the Province's initiatives related to caribou recovery, modernized land use planning and collaborative stewardship with First Nations may result in changes to the timber supply of the Mackenzie TSA in the near future. As is consistent with my guiding principles, I believe that to consider potential impacts of future decisions by other decision-makers at this time is not within the scope of my statutory authority. I will monitor land use decisions by other statutory decision-makers and include new information in subsequent AAC determinations.

Given the short-term and mid-term impacts of both the spruce beetle outbreak and the significant decline in the quality of mountain pine beetle impacted timber within the Mackenzie TSA I agree that changes have occurred which differ significantly from the management assumptions which supported the 2014 AAC determination. This, in combination with other information that has been provided to me by Ministry staff, indicates that a new AAC determination is needed sooner than the 10 years required by legislation. As such, I intend to initiate a new timber supply review for the Mackenzie TSA before April 2019.

BRIEFING NOTE FOR INFORMATION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Partition amendment of the allowable annual cut for the Mackenzie Timber Supply Area

BACKGROUND:

- The current AAC for the Mackenzie Timber Supply Area (TSA) was set in 2014 at 4 500 000 cubic metres.
- In order encourage pine salvage, the chief forester instituted a species partition limiting the harvest of non-pine leading, coniferous species to 950 000 cubic metres per year.
- A geographic partition was also instituted to limit the amount of non-pine harvested in the southwest portion of the TSA. Of the non-pine leading, coniferous species, no more than 300 000 cubic metres could be harvested from the southwest portion of the TSA.
- Over the past three years, significant damage from spruce beetle and a decline in the salvage of pine have resulted in changes in management practices that are not reflected in the assumptions on which the AAC was determined in 2014.
- An AAC partition amendment is required to change the partition from a species focus (pine vs. non-pine) to a stand condition focus (dead or infested vs. live and uninfested).
- Effective January 21, 2019, the allowable annual cut (AAC) for the Mackenzie TSA will remain at 4 500 000 cubic metres per year with a partition amendment as follows:
 1. A maximum of 2 000 000 cubic metres from live, un-infested coniferous stands;
 - 1a. Of the live, un-infested coniferous stands, a maximum of 500 000 cubic metres from the southwest portion of the TSA.
- This AAC will remain in effect until a new AAC is determined, which is expected in 2021.
- The Mackenzie TSA is located in the north-central interior of British Columbia (BC) and covers approximately 6.4 million hectares of the Omineca Region. Communities located in the TSA include: Mackenzie, Germansen Landing and Manson Creek.
- The Mackenzie TSA falls within the territories of the Tsay Keh Dene, Kwadacha Nation, McLeod Lake Indian Band, Takla Nation, Nak'azdli Whut'en, West Moberly First Nation, Saulteau First Nation, Tahltan, Gitksan, Blueberry River First Nation, Halfway River First Nation, Doig River First Nation, Prophet River First Nation, Fort Nelson First Nation and Yekooche First Nation.

DISCUSSION:

- This partition amendment is a response to significant damage from spruce beetle and a decline in the salvage of pine which resulted in changes in management practices that are not reflected in the assumptions on which the AAC was determined in 2014.
- The updated partition encourages the harvest of spruce-beetle infested timber and supports the expectation that salvage of dead pine stands will continue, while minimizing the impact to midterm

timber supply. The geographic partition balances concerns from First Nations regarding harvest concentration in the Southwest with the need to manage for spruce beetle.

- Harvest monitoring information was shared with all First Nations throughout the process. The Tsay Keh Dene, Kwadacha, McLeod Lake Indian Band, and Takla Nation met with the chief forester and were highly engaged in providing review and comments that were considered in this decision.
- Information from licensees and BC Timber Sales' Spruce Beetle Action Plan, Mackenzie Operations (focused on the southeast portion of the TSA) was also considered.

CONCLUSION:

- Effective February 26, 2019, the AAC for the Mackenzie TSA will remain at 4 500 000 cubic metres per year. The new AAC partition is as follows:
 1. A maximum of 2 000 000 cubic metres from live, un-infested coniferous stands;
 - 1a. Of the live, un-infested coniferous stands, a maximum of 500 000 cubic metres from the southwest portion of the TSA.
- This partition amendment is a response to significant damage from spruce beetle and a decline in the salvage of pine which resulted in changes in management practices.

Attachment(s): Mackenzie Timber Supply Area Rationale for Allowable Annual Cut (AAC) Partition Amendment

PREPARED BY:

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REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM		
Program Dir/Mgr.	Albert Nussbaum	Feb 12/19

BRIEFING NOTE FOR INFORMATION

DATE: 7 February 2019

PREPARED FOR: Honourable Doug Donaldson, Minister, Forests Lands and Natural Resource Operations and Rural Development

ISSUE: Update on actions to protect Interior Fraser Steelhead

BACKGROUND:

- On January 10, 2019, Minister Donaldson met with Federal Minister Wilkinson of the Department of Fisheries and Oceans and the Canadian Coast Guard (DFO). There was agreement that Interior Fraser Steelhead (IFS) required urgent action in 2019 through a senior-level T=task-team; that Minister Wilkinson would direct his staff to look at all options including the commercial fishery and opportunities for selective methods; and that the two ministers required a follow up discussion specific to IFS. The Ministers also agreed on the need to establish a senior-level team to ensure coordinated delivery of salmon activities once the BC Wild Salmon Strategy was in place.
- On January 30, 2019, Minister Donaldson directed staff to provide him with specific decision items for IFS that he could table with Minister Wilkinson at the February 12, 2019 meeting.
- On February 4, 2019 there was initial discussion on an IFS task-team between Rebecca Reid, Regional Director General, Andrew Thompson, Regional Director Salmon Management, Tom Ethier Assistant Deputy Minister, and Jennifer Davis, Director Fish and Aquatic Habitat. The first action was to generate an initial list of ideas. This was completed by the Province and shared with DFO on February 6 (Attachment A). The date for the next task team meeting is being scheduled.
- On February 6, 2019, DFO management publicly shared their Southern Integrated Harvesting Plan for 2019. This plan's conservation measures for IFS state that no incremental actions beyond what were done in 2018 will be implemented, unless IFS become Species at Risk Act (SARA) listed.
- On February 12, 2019, Minister Donaldson and Minister Popham are meeting with Minister Wilkinson. There are two topics on the agenda: Interior Fraser Steelhead (IFS) and Coordinating Salmon activities. Staff have been informed that Steelhead is the priority topic.
- IFS Emergency SARA review: DFO will soon be providing the Federal Minister of Environment with decision-support materials. The Province is on record with concerns that DFO's analysis was not based on the foundational research document that both agencies agreed to; the DFO version downplays the recovery potential and impact of by-catch. A letter outlining these concerns was provided to the Federal Deputy Minister of Environment and Climate Change from Deputy Minister Mark Zacharias. (Attachment B).

DISCUSSION:

IFS Recovery Potential. A suite of actions is required, however, with fewer than 300 fish returning habitat is not the limiting factor. The primary concern is continued mortality through marine survival, predation, and by-catch resulting in record low returns. Only by-catch is within management control.

DFO's material focuses on the fact that stopping all fisheries will not recover the species. The Province agrees, but temporarily stopping/reducing by-catch mortality is a critical factor in the short-term actions to keep the species from declining to the point they are not recoverable.

The current DFO harvesting plan will not include any incremental measures, unless listed, in which case they propose moving a closure from 27 days to 60 days. Through the IFS Task-Team the Province will continue requesting consideration of 2019 actions, including implementation of the 60-day closure without SARA listing. The Province is looking into creative ways that short-term (1-3 year) conservation measures could be enacted without a financial/economic impact to the fisheries.

IFS Economic Impact. By taking short term actions, we may offset the much larger economic implications of a SARA listing to the Province. The DFO material does not provide an assessment of what short-term actions would cost, versus the complete loss of the Chum fishery, along with the important Pink and Sockeye fisheries due to SARA listing. Recovery actions for IFS will also benefit the salmon stocks in decline. Seafood certification is a competitive advantage for our sector, however sustainable stock management is required and lack of progress on IFS recovery puts certification at risk.

DFO's ability to independently make decisions on salmon harvest materially affects provincial species recovery and the sustainability of our fishery sector.

Proposed Specific Requests of Minister Wilkinson.

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Attachments:

- Issues Note, February 6.
- IFS Action Plan – Overview
- MOE DM-DM letter

REVIEWED BY:

PREPARED BY:

Jennifer C Davis

	Initials	Date
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DMO		
ADM	TE	February 8, 2019
ED	WT	February 8, 2019

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s.13



Reference: 338738

JAN 24 2019

Stephen Lucas, PhD
Deputy Minister
Environment and Climate Change Canada
200 Boulevard Sacré-Coeur, 2nd Floor, Office 249
Gatineau QC K1A 0H3

Dear Deputy Minister Lucas:

Protecting species at risk is a priority of both our governments. We have a long history of conservation-oriented collaboration, and this past year was no exception. In addition to our joint work on the conservation and protection of southern mountain caribou, the Government of BC has been working closely with federal colleagues at the Department of Fisheries and Oceans (DFO) on the recovery of Interior Fraser Steelhead (also known as the Chilcotin and Thompson River designatable units of Steelhead Trout).

In February 2018 the Committee on the Status of Endangered Wildlife in Canada conducted an emergency assessment and concluded that Interior Fraser Steelhead were endangered and at imminent risk of extinction. In support of the subsequent modified Recovery Potential Assessment initiated by DFO, Canada and BC engaged in open and transparent collaborations in recognition of the importance, complexity and time sensitive nature of this work. The intention was to provide decision-makers with consensus-based summaries of the science and management considerations needed to inform decisions, including your Minister's upcoming decision on its imminent risk of extinction.

The science-based collaborations between Canada and BC were a significant undertaking by both governments. It marked the first time federal and provincial governments worked together on a modified Recovery Protection Assessment. In terms of our science-based work, stock assessment specialists from all levels of government (including many affected First Nations) reached consensus on model simulations to estimate future abundance; this is the first time this has happened with a co-managed species. This collaboration resulted in the production of a Research Document authored by three respected experts, reviewed by three external reviewers and supported with input from 42 other experts spanning government, industry, academia, First Nations and non-governmental organizations—an impressive accomplishment.

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Ministry of Environment and
Climate Change Strategy

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In December 2018, DFO published a condensed version of that Research Document, known as the Science Advisory Report. Early versions of that report's summary bullets were reviewed and supported by the lead authors of the Research Document. The version that DFO ultimately published was unilaterally changed. Through a few seemingly small editorial changes, the new DFO-authored summary conclusions are no longer scientifically defensible, and no longer consistent with the Research Document. These new bullets also support status-quo commercial salmon harvesting, which is the only substantial threat to Interior Fraser Steelhead that can be immediately mitigated. The lead authors of the Research Document were not consulted on these changes, nor was the Government of BC. DFO has been approached regarding these changes, but refused to adjust the current summary bullets on the basis that the changes were made in accordance with internal DFO procedure (the rationale for which has not been shared).

Attached to this letter are the summary bullets discussed above. Appendix 1 outlines the changes made by DFO to the summary bullets, as well as an explanation of the significance of these changes. Appendix 2 includes the summary bullets that are consistent with the Research Document and were supported by the lead authors. The key message lead authors wanted to communicate was there are risks and limiting factors that are the source of the significant Interior Fraser Steelhead population declines. To recover these stocks, actions need to be taken on all. However, for many of the risks and limiting factors it will take time to put in place mitigation strategies, with one notable exception: reducing interception in federally managed fisheries. This is one area where immediate action can be taken, and an immediate benefit to stem the decline of Interior Fraser Steelhead populations can be realized.

It is essential that decision makers, including your Minister, be provided with science advice that is independent of fisheries management considerations. To this end, the Government of BC requests that the original version of the summary points, agreed upon by the science collaborations, be shared with your Minister as part of her decision regarding the imminent threat to the extinction of Interior Fraser Steelhead (Appendix 2).

The Government of BC is committed to addressing the risks to the Interior Fraser Steelhead and bringing decades of investment in science to inform the decisions affecting the species. The Province has taken decisive actions on this issue. We have activated all possible regulatory options, to the maximum extent possible in all steelhead waters through all stages of their life cycle, to mitigate the downward decline of these populations. The only remaining management lever is to reduce incidental bycatch in other federally-managed fisheries.

- Both the Chilcotin and Thompson Steelhead populations are closed for all recreational fishing;
- The provincial recreational trout fishery, in recognition of potential Interior Fraser Steelhead incidental catch, has now been closed or regulations put into place to limit incidental harms; and

- Habitat protection measures on critical steelhead streams have been established through the *Forest and Range Practices Act*, *Water Sustainability Act* and the *Riparian Areas Protection Act*.

In addition to these provincial measures, several interior First Nations are voluntarily forgoing their constitutional right to harvest salmon, to support steelhead recovery. All of these measures have been put in place as the Interior Fraser Steelhead populations have declined from more than 8,000 spawners to only 277.

If you or your team have any specific questions about these science-based collaborations, please follow up with Manjit Kerr-Upal, Director of Conservation Science at 250 896-2231.

Sincerely,



Mark Zacharias
Deputy Minister

Enclosure (2):

Appendix 1: Science Advisory Report summary bullets published by DFO

Appendix 2: Science Advisory Report summary bullets consistent with Research Document and supported by lead authors

cc: John Allan, Deputy Minister, Ministry of Forests, Lands, Natural Resource Operations and Rural Development

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Withheld pursuant to/removed as

s.13; s.16

Appendix 2: Science Advisory Report summary bullets supported by RPA Research Document authors

NOTE: This is the version of the Science Advisory Report summary bullets is consistent with the RPA Research Document (soon to be published by DFO) and was reviewed and supported by the lead authors.

- This Recovery Potential Assessment (RPA) focuses on two Designatable Units (DU) of Steelhead Trout, the Chilcotin River and Thompson River populations, both of which were assessed as Endangered by COSEWIC in an emergency assessment in January 2018.
- This RPA focuses on the Steelhead anadromous life-history type, not the freshwater resident Rainbow Trout.
- Given the shortened timelines required for an emergency assessment, this advice will only address a subset of the usual elements required in an RPA. Any outstanding elements will be addressed in the future as the Species at Risk Act process continues.
- Juvenile Steelhead Trout typically spend 2-4 years in freshwater before undergoing a smoltification process which allows them to live in the ocean. Smolts migrate to sea in the spring and typically spend two or three years in the ocean before returning to spawn.
- The number of mature fish that returned to fresh water from the sea in the fall of 2017 and spawned in the spring of 2018 was 150 and 77 for the Thompson and Chilcotin Rivers, respectively. The estimated decline of Steelhead Trout spawners over the last three generations has been 79% (over 15 years) for the Thompson DU, and 81% (over 18 years) for the Chilcotin DU.
- Threats and limiting factors identified to be most relevant to the survival and recovery of Steelhead Trout include changes in the marine environment, fishing mortality, degradation of freshwater and marine habitats, predation and competition.
- The recommended distribution target is to retain the present level of occupancy in freshwater habitats, thereby avoiding contraction of freshwater range. Five spatial subdivisions within the spawning and juvenile rearing areas of the Thompson DU are recommended and two spatial subdivisions are recommended within the Chilcotin DU.
- The recommended abundance recovery target for the Thompson Steelhead Trout DU is the total escapement to the DU that results in a 95% probability that a minimum of 100 spawners returns to each of its five sub-areas in the same year, which is 938 spawners.
- Using a length-standardized requirement of 1.8-2.4 spawners/km, the recommended abundance recovery target for the Chilcotin DU is 562-744 spawners.
- Simulations suggest increases in future abundances of both DU's are conditional on improvements in natural productivity. Exploitation rate reduction has the potential to lessen

rates of decline if the most recent productivities observed continue in the future. If productivities improve slightly to the recent 5 or 10 year levels, simulations suggest exploitation has strong potential for imparting positive future abundance trajectories.

- Given the very low numbers and decreasing trends in escapement for both the Thompson and Chilcotin river Steelhead populations, any harm will inhibit or delay potential recovery. The lowest possible allowable harm should be permitted at this time, habitat destruction prevented or mitigated and exploitation be reduced below current levels of exploitation wherever possible.

ADVICE TO MINISTER

CONFIDENTIAL ISSUES NOTE

Ministry of Forests, Lands, Natural Resource
Operations, and Rural Development
Date: January 29, 2019
Minister Responsible: Hon. Doug Donaldson

Interior Fraser River Steelhead

ADVICE AND RECOMMENDED RESPONSE:

- **Our government is committed to protecting steelhead and wild salmon.**
- **We need to preserve all the associated cultural, social, economic and environmental benefits for future generations.**
- **Steelhead are managed under provincial jurisdiction, however, management of steelhead becomes cross-jurisdictional when they migrate into the ocean.**
- **The Interior Fraser Steelhead (IFS), commonly called the Thompson Chilcotin Steelhead, have declined from over 8,000 spawners in 1978, to under 300 today.**
- **First Nations have a constitutionally protected aboriginal right to fish for food, social and ceremonial purposes. We recognize the significance of First Nations taking action under their own jurisdictional authorities for conservation.**
- **We are working with First Nations, Fisheries and Oceans Canada (DFO), sport fishers, the B.C. Wildlife Federation, and other steelhead organizations on how to recover this species.**
- **We were pleased to continue to support DFO as they restore habitat protection requirements in the Fisheries Act.**
- **We remain concerned over DFO's salmon harvesting allocations, as loss of steelhead through by-catch is a known challenge to recovery efforts.**
- **The Province continues to take targeted management and recovery actions including establishing legal protections on key habitat, improving fish access, and closing of all recreational fisheries during steelhead spawning periods.**

KEY FACTS REGARDING THE ISSUE:

Steelhead populations across the south coast of B.C. have been declining in productivity and abundance for the past few decades. Warming oceans, capture in commercial salmon fisheries, marine mammal predation and competition with enhanced salmon populations in offshore environments are the key factors in the decline.

The Interior Fraser River steelhead (commonly called Thompson Chilcotin Steelhead) are a high profile conservation concern. Combined, Thompson and Chilcotin steelhead have declined from approximately 8,000 total fish to less than 300.

2018 and 2019 represent the two worst years for returning Interior River Fraser Steelhead (IFS) spawners. With a five-year life-cycle, another three years of low numbers will result in a full generation at extreme risk of extinction and recovery becomes improbable.

In February 2018, COSEWIC concluded the species was at imminent risk of extinction and stated that while there are several contributing factors, the major controllable factor is, “the high levels of fisheries by-catch mortality.” The by-catch issue is due to IFS caught in the fall chum commercial fishery. These chum are produced by DFO hatcheries, creating an artificial population for commercial use. The remaining wild chum run at a later date than IFS, but the hatchery population has been cultivated for an earlier run time, which more closely overlaps the IFS.

On March 20, 2018, the Tsilhqot'in National Government announced a full closure of steelhead fisheries on the Chilcotin River, including foregoing their Constitutional rights for food, social and ceremonial purposes (FSC). This is in addition to other Interior Nations also closing or reducing their FSC fisheries.

DFO is leading an emergency Species at Risk Act review on the Interior Fraser Steelhead. The process is moving into the public and First Nations consultation phase. Differences of opinion between DFO and the Province will become public and due to provincial stakeholders' active engagement, will likely catch media attention.

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development has worked on habitat protection and already closed all Interior Fraser recreational fisheries due to conservation concerns. For the 2018 run provincial management requested that DFO extend their chum salmon fishery closure from 4.5 weeks to at least 7 weeks (the run time is 11 weeks), but this was not agreed to.

On January 10, 2019, Minister Donaldson met with Federal Minister Jonathan Wilkinson. There was agreement that IFS requires urgent action, that Minister Wilkinson would direct his staff to look at all options including the commercial fishery, and that the two ministers required a follow up discussion specific to IFS. Transition to selective harvest methods was of interest, as was establishing a joint task-team.

s.13

Communications Contact:	Lisa Roscoe	778 974-5884
Program Area Contact:	Mike Ramsay, associate director of fisheries Jennifer Davis, director, FLNRO Resource Stewardship Division	250 398-4546 778 974-2336

BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Sale of upland and lease of foreshore in the Nasoga Gulf to Nisga'a Nation

RECOMMENDED OPTION:

Delegate the authority to the Ministry of Indigenous Relations and Reconciliation for the sale of upland and the lease of foreshore in the Nasoga Gulf to Nisga'a Nation.

BACKGROUND:

- The Province and the Nisga'a Nation entered negotiations in 2015 to create opportunities for the Nisga'a Nation^{s.16} development in the Nasoga Gulf area.
- Terms and conditions set out in the Negotiations Principles Document and the Negotiations Term Sheet s.12; s.13; s.16 s.12; s.13; s.16
- Negotiations include the sale of 22,000 hectares of provincial land in fee-simple (upland), a long-term lease (lease) over the adjacent foreshore and submerged lands (lease area), and an agreement to add the upland to Nisga'a Lands (Tripartite Agreement) in accordance with the Nisga'a Final Agreement (Nisga'a Treaty).
- During First Nation Leadership Gathering 2018, the Nisga'a Nation met with the Premier and several cabinet ministers to convey their strong interest in concluding the agreements as soon as possible.s.12; s.13; s.16 s.12; s.13; s.16
- s.16

DISCUSSION:

s.12; s.13; s.16

t

s.12; s.13; s.16

s.12; s.13; s.16

The *Land Act* and *Ministry of Lands, Parks and Housing Act (MLPHA)* policies guide FLNRORD in the disposition of Crown land and state that parcels are to be sold at fair market value based on a current appraisal for the intended^{s.16}

s.16

s.12; s.13; s.16; s.17

There are four First Nations identified as potentially impacted by the sale, lease, and addition to Nisga'a Lands: Kitselas, Kitsumkalum, Lax Kw'alaams, and Metlakatla. FLNRORD is undertaking First Nation consultation.^{s.16}

s.16

The negotiations of the OTP and lease have been led by MIRR with significant input from FLNRORD. FLNRORD is the ministry responsible for the *Land Act* and *MLPHA*; however, the FLNRORD Minister can delegate authority to another ministry. Given that FLNRORD has not been leading or involved in all conversations and decision making during the negotiations, FLNRORD and MIRR staff are recommending that the authority for the sale disposition and lease be delegated to MIRR.

OPTIONS:

s.13; s.16

s.13; s.16

- FLNRORD Minister or delegated authority has not had full input into the decision process but would be accountable for the decision.



RECOMMENDATION: s.13

Approved / Not Approved

Signature
Doug Donaldson, Minister of Forests, Lands,
Natural Resource Operations and Rural
Development

Date

PREPARED BY:

Bonnie Ruscheinski
Executive Director
Crown Land Opportunities
(778) 974-5870

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM	DP	Feb 12, 2019
Program Dir/Mgr.	BR	Feb 12, 2019

BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

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s.12; s.13; s.16
- s.16

DISCUSSION:

s.12; s.13; s.16

s.12; s.13; s.16

s.12; s.13; s.16

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s.16

s.12; s.13; s.16; s.17

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OPTIONS:

s.13; s.16

s.13; s.16

- FLNRORD Minister or delegated authority has not had full input into the decision process but would be accountable for the decision.



s.13; s.16

RECOMMENDATION:

Signature

Doug Donaldson, Minister of Forests, Lands,
Natural Resource Operations and Rural
Development

February 22, 2019

Date

s.13; s.16

PREPARED BY:

Bonnie Ruscheinski
Executive Director
Crown Land Opportunities
(778) 974-5870

REVIEWED BY:

	Initials	Date
DM	JA	Feb 1, 2019
Associate DM		
DMO	BL	Feb 13, 2019
ADM	DP	Feb 12, 2019
Program Dir/Mgr.	BR	Feb 12, 2019

BRIEFING NOTE FOR INFORMATION

DATE: February 11, 2018

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Refusal of *Water Sustainability Act*, Changes in and About a Stream application by the Department of Fisheries and Oceans Canada on Kowatua Creek

BACKGROUND:

- Department of Fisheries and Oceans Canada (DFO) submitted a Change Approval application pursuant to Section 11 of the *Water Sustainability Act* (WSA) on October 2, 2017 to conduct works in and about a stream on Kowatua Creek.
- To facilitate sockeye salmon access to Trapper Lake and increase spawning habitat, proposed activities include the use of explosives to remove a natural barrier to fish passage.
- These works support DFO's commitment to enhance salmon stocks under the Pacific Salmon Treaty (PST) with the United States.
- The application was formally accepted by FrontCounter BC (FCBC) on November 2, 2017.
- Concerns from Ministry of Forests Lands Natural Resource Operations and Rural Development (FLNRORD) Fish and Wildlife staff (F&W) were identified and discussed with DFO on November 17, 2017.

s.13

s.13; s.16

s.16

- In late November 2018, F&W staff and the Assistant Water Manager met with DFO officials to discuss continued concerns associated with potential impact to biodiversity as a result of the proposed activities.
- On February 6, 2019 the application was refused for the following reasons:
 - The applicant has not provided clarification on the likelihood of the proposed activities being successful in meeting the referenced objectives;
 - The applicant has not demonstrated an adequate approach to understanding the potential impacts of the proposal to native fish values in Trapper Lake and does not have a proposal to study, avoid, mitigate or compensate for those impacts;
 - The applicant was provided an opportunity to develop, implement and monitor non-permanent options to better understand the likelihood of success of the proposed activities and the impacts to native fish stocks within Trapper Lake, citing cost implication of these approaches.
 - The applicant chose not to employ these options and requested the application proceed to decision with the existing information, irrespective of the concerns identified; and

- The proposed activities (permanent alteration to a natural barrier to facilitate upstream sockeye salmon migration) can't be reversed should concerns, related to biodiversity and existing fish populations be realized.
- A refusal letter has been drafted and will be sent to the applicant in the next few days.

DISCUSSION:

Attempts were made to work with the applicant to find workable options to address the concerns over potential impacts to native fish stocks in Trapper Lake. s.16

The Delegated Decision Maker (DDM) was fully aware of the political ramifications of this decision and the impacts it had on the PST. As a result every aspect of the process was reviewed by the Director of Authorization, Skeena Region, to ensure compliance with provincial standards. Although the application has been refused, the applicant has been encouraged to re-apply if monitoring and assessment is undertaken to alleviate some of the identified concerns.

MINISTRY RESPONSE:

FLNRORD staff remain committed to working with DFO to find workable solutions that address identified concerns with the original application. Alternatively, FLNRORD staff are willing to work with DFO to identify other sites in the area that may meet Pacific Salmon Treaty goals.

PREPARED BY:

Bobby Love
Director, Resource Authorizations
Skeena Region
(250) 847-7517

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM		
RED.	GR	2019-02-11

BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Approval of a Forest Tenure Opportunity Agreement, offering a Replaceable Forest Licence to McLeod Lake Indian Band

RECOMMENDED OPTION:

s.13; s.16

BACKGROUND:

- On March 15, 2017 the Minister approved a mandate to negotiate an FTOA with MLIB.
- MLIB requested 200 000 m³/year of replaceable allowable annual cut (AAC) volume in each of the Mackenzie and Prince George Natural Resource Districts. In addition, MLIB has also requested 1 000 000 m³/year in a 15 year Non-Replaceable Forest Licence (NRFL) for the harvest of spruce beetle volume.

s.13; s.16

- The FTOA offers an opportunity for a Replaceable Forest Licence (RFL) with an AAC of 100 000 m³/year.
- An FTOA signing ceremony is being planned for the Minister and MLIB on February 14, 2019.

DISCUSSION:

MLIB has indicated a strong interest in landing an RFL within their traditional territory. MLIB has been in discussions with BC Timber Sales (BCTS) with regard to allowing the RFL into BCTS operating areas. BCTS is in support of this approach and is interested in working with MLIB to develop a memorandum of understanding to allow this to occur.

At this time, there is no additional volume available to increase the volume under tenure to MLIB – Mackenzie Timber Supply Area (TSA) is fully allocated, and the Prince George TSA is currently undergoing an apportionment process to reduce the over-commitments that have resulted from a significantly reduced AAC. MLIB has suggested that more forest tenure is required to manage the spruce beetle infestation but at this time, beetle survey information does not demonstrate that need.

The district is in support of the FTOA and RFL. First Nations consultation is currently being undertaken for the RFL issuance decision.



OPTIONS:

OPTION 1: s.13
s.13

OPTION 2: s.13
s.13

RECOMMENDATION:
s.13

Approved / Not Approved

Signature
Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

Date

Attachments/Appendices: Copy of FTOA.

PREPARED BY:

Diana Spelay, RPF
Timber Tenure Specialist
Omineca Natural Resource Region
(250) 561-3404

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM		
Program Dir/Mgr.	JS	February 12, 2019

Page 034 of 123 to/à Page 063 of 123

Withheld pursuant to/removed as

s.13; s.16

Page 064 of 123 to/à Page 065 of 123

Withheld pursuant to/removed as

s.16

Page 066 of 123

Withheld pursuant to/removed as

s.13; s.16

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

- G. This Agreement is intended to assist in achieving stability and greater certainty for forest resource development on Crown lands, which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner while longer term interests of MLIB are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. “Agreement Area” means the area shown in bold black on the map attached as Appendix A.
- 1.2. “Effective Date” means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.3. “Forest Tenure” means an agreement granting rights to harvest Crown timber referred to in section 12(1) of the *Forest Act*.
- 1.4. “Licence” means a forest licence under the *Forest Act*.
- 1.5. “Licensee” means a holder of a forest tenure.
- 1.6. “Licence Area” means the area(s) defined in a Licence in which the Licensee will have a right of harvest subject to and in accordance with the terms of the *Forest Act* and the Licence.
- 1.7. “Minister” means the Minister responsible for the *Forest Act*.
- 1.8. “Representative” carries the same meaning as it is given in the *Forest Act*.
- 1.9. “Treaty Rights” means the rights of MLIB as a signatory/an adherent to Treaty No. 8 as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Provide an opportunity for MLIB to identify and pursue socio-economic objectives in its community and, in connection with those objectives, to assist MLIB in achieving progress towards closing socio-economic gaps between the members of MLIB and non-Aboriginal people in British Columbia.
- 2.2. Promote and increase MLIB’s participation in the forest sector by offering a forest tenure opportunity.
- 2.3. Provide an accommodation in respect of potential impacts or infringements of forestry decisions and operations on MLIB’s Treaty Rights, without predetermining the sufficiency of such accommodation.

Page 068 of 123

Withheld pursuant to/removed as

s.16; s.13

Page 069 of 123 to/à Page 075 of 123

Withheld pursuant to/removed as

s.13; s.16

BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Approval of a Forest Tenure Opportunity Agreement, offering a Replaceable Forest Licence to McLeod Lake Indian Band

RECOMMENDED OPTION:

Approve and sign the McLeod Lake Indian Band Forest Tenure Opportunity Agreement

BACKGROUND:

- On March 15, 2017 the Minister approved a mandate to negotiate an Forest Tenure Opportunity Agreement (FTOA) with McLeod Lake Indian Band (MLIB).
- MLIB requested 200 000 m³/year of replaceable allowable annual cut (AAC) volume in each of the Mackenzie and Prince George Natural Resource Districts. In addition, MLIB has also requested 1 000 000 m³/year in a 15 year Non-Replaceable Forest Licence (NRFL) for the harvest of spruce beetle volume.
- s.16
- The FTOA offers an opportunity for a Replaceable Forest Licence (RFL) with an AAC of 100 000 m³/year.
- An FTOA signing ceremony is being planned for the Minister and MLIB on February 14, 2019.

DISCUSSION:

MLIB has indicated a strong interest in landing an RFL within their traditional territory. MLIB has been in discussions with BC Timber Sales (BCTS) with regard to allowing the RFL into BCTS operating areas. BCTS is in support of this approach and is interested in working with MLIB to develop a memorandum of understanding to allow this to occur.

At this time, there is no additional volume available to increase the volume under tenure to MLIB. Mackenzie Timber Supply Area (TSA) is fully allocated, and the Prince George TSA is currently undergoing an apportionment process to reduce the over-commitments that have resulted from a significantly reduced AAC. MLIB has suggested that more forest tenure is required to manage the spruce beetle infestation but at this time, beetle survey information does not demonstrate that need.

The district is in support of the FTOA and RFL. First Nations consultation is currently being undertaken for the RFL issuance decision.



OPTIONS:

OPTION 1: Minister approves and signs the MLIB FTOA

s.13; s.16

s.13; s.16

RECOMMENDATION:

- Approve and sign the McLeod Lake Indian Band Forest Tenure Opportunity Agreement.

February 14, 2019

☒ Approved / Not Approved

Signature

Date

Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

Attachments/Appendices: Copy of FTOA
October 12, 2108_Letter

PREPARED BY:

Diana Spelay, RPF
Timber Tenure Specialist
Omineca Natural Resource Region
(250) 561-3404

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM	EO'D	February 12, 2019
RED	GRawling	February 12, 2019
Program Dir/Mgr.	JS	February 12, 2019



BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

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OPTION 1: Minister approves and signs the MLIB FTOA

s.13; s.16

s.13; s.16

RECOMMENDATION:

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Approved / Not Approved

Signature
Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

February 14, 2019

Date

Attachments/Appendices: Copy of FTOA
October 12, 2108_Letter

PREPARED BY:

Diana Spelay, RPF
Timber Tenure Specialist
Omineca Natural Resource Region
(250) 561-3404

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
ADM	EO'D	February 12, 2019
RED	GRawling	February 12, 2019
Program Dir/Mgr.	JS	February 12, 2019

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

Forest Tenure Opportunity Agreement

(the “Agreement”)

Between:

McLeod Lake Indian Band

As represented by
Chief and Council
 (“MLIB”)

and

Her Majesty the Queen in Right of the Province of British Columbia

as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural
Development
 (“British Columbia”)

(Hereinafter referred to individually as a “Party”, and collectively as the “Parties”)

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which are to (i) implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and (ii) achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and MLIB have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist MLIB in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to poverty among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia’s prosperity.
- D. British Columbia recognizes that MLIB has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve MLIB community’s well-being.
- E. MLIB has rights as a signatory/adherent to Treaty 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- F. MLIB’s traditional territory is situated in a region of the Province which may be impacted by forestry activities during the term of this Agreement.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

- G. This Agreement is intended to assist in achieving stability and greater certainty for forest resource development on Crown lands, which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner while longer term interests of MLIB are addressed through other agreements or processes.

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- 2.2. Promote and increase MLIB’s participation in the forest sector by offering a forest tenure opportunity.
- 2.3. Provide an accommodation in respect of potential impacts or infringements of forestry decisions and operations on MLIB’s Treaty Rights, without predetermining the sufficiency of such accommodation.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

3. Forest Tenure Opportunity

- 3.1. After execution of this Agreement, the Minister will invite MLIB, or its Representative to apply for a replaceable forest licence (the “Licence”) on a non-competitive basis for up to 100 000 cubic meters annually within the Mackenzie Timber Supply Area for a term of 15 years. The Licence will be comprised of:

Management Unit	Licence(s)	Allowable Annual Cut (AAC) (m ³ /yr)	Total Volume in m ³	Term in years (yrs.)
Mackenzie TSA	FL A96585	100 000	N/A	15 years, replaceable every 10

- 3.2. The appointment of a Representative for the purpose of holding the Licence must be made in accordance with the *Forest Act*.
- 3.3. The Licence Area for the Licence referenced in section 3.1 will be located in the Mackenzie Timber Supply Area as outlined on the map attached to this Agreement as Appendix B.
- 3.4. The Licence under section 3.1 of this Agreement will:
- 3.4.1. be a replaceable forest licence under the *Forest Act*;
 - 3.4.2. include the condition that MLIB must comply with this Agreement.
 - 3.4.3. include other terms and conditions that the Minister may determine are necessary in accordance with section 14(1)(h) of the *Forest Act*.
- 3.5. Notwithstanding any other provision of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under the Licence referred to in section 3.1.
- 3.6. During the term of this Agreement and notwithstanding section 3.5, MLIB agrees that British Columbia has provided to MLIB an accommodation in respect of potential impacts or infringements of forestry decisions and operations on MLIB’s Treaty Rights, without agreeing to its sufficiency, in the form of the Licence provided for under this Agreement.
- 3.7. If the Licence entered into under this Agreement remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be an accommodation as contemplated in sections 2.3 and 3.6 until the Licence expires or is terminated.
- 3.8. Any Licence entered into under this Agreement can only be transferred in accordance with the *Forest Act*.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

4. Reporting of Tenure Information

- 4.1. British Columbia, in its commitment to the goals of the Transformative Change Accord, may require certain information from MLIB on what measurable benefits the MLIB community has been able to achieve as a result of this Agreement.
- 4.2. MLIB agrees to cooperate with British Columbia in providing the information in a format acceptable to both Parties and in a manner that maintains the confidentiality of that information in accordance with applicable statutory requirements.

5. Economic and Operational Stability

- 5.1. MLIB will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of MLIB with provincially authorized forest activities and will work co-operatively with British Columbia to assist in attempting to resolve any such matters.

6. Term and Termination

- 6.1. The term of this Agreement is the later of 15 years or the termination of a Licence issued in accordance with this Agreement.
- 6.2. This Agreement will take effect on the date on which the last Party has executed it.
- 6.3. If a Licence has not been issued in accordance with this Agreement, this Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 6.3.1. expiry of its term;
 - 6.3.2. 90 days notice by either Party to the other Party; or
 - 6.3.3. mutual agreement of the Parties.
- 6.4. This Agreement may be terminated by British Columbia if the Licence issued pursuant to section 3.1 is cancelled, surrendered or otherwise terminated under the *Forest Act*.
- 6.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under section 6.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.
- 6.6. If the Licence entered into under this Agreement, is replaced, the term of this Agreement will be deemed to be amended so as to extend the term to be the same as the longest of the term of the replaced Licence.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

7. Dispute Resolution

- 7.1. If a dispute arises between British Columbia and MLIB regarding the interpretation of a provision of this Agreement, the Parties or Representatives will meet as soon as is practicable to attempt to resolve the interpretation dispute.
- 7.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and MLIB.
- 7.3. If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation dispute.

8. Renewal of the Agreement

- 8.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met and if each Party has received such authorizations as it may require to either renew this Agreement or negotiate a new Agreement, British Columbia and MLIB will, negotiate a renewal of this Agreement or, where applicable, negotiate a new agreement.

9. Amendment of Agreement

- 9.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 9.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

10. Suspension or Cancellation by the Minister

- 10.1. Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may suspend or cancel the Licence issued under this Agreement, if the Minister or a person authorized by the Minister determines that MLIB or the Licensee is not in compliance with the Licence under the *Forest Act*.
- 10.2. Prior to contemplating any action referred to in section 10.1, British Columbia will provide notice to MLIB of:
 - 10.2.1. any alleged contravention of this Agreement that may lead to MLIB not being in compliance with this Agreement; or
 - 10.2.2. any allegations that the Licensee is not in compliance with the Licence under the *Forest Act*.

11. Entire Agreement

- 11.1. This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

12. Notice

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

British Columbia	MLIB
Minister	Chief
Ministry of Forests, Lands, Natural Resource Operations and Rural Development	MLIB
P.O. Box 9525 STN PROV GOVT	General Delivery
Victoria B.C. V8W 9C3	McLeod Lake B.C. V0J 2G0
Telephone: (250) 356-5012	Telephone: (250) 750-4415
Facsimile: (250) 953-3687	Facsimile: (250) 750-4420

- 12.4. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy attached to an email, a photocopy or faxed copy. Each facsimile, photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

Signed on behalf of:

MLIB

Chief



Date:

Feb. 14, 2019

Councillor

Councillor

Councillor

Councillor

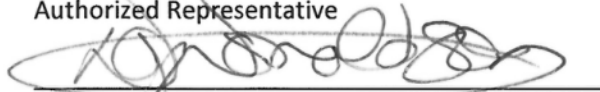
Councillor

Councillor

Councillor

Witness of MLIB's signatures

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by the Minister of Forests, Lands, Natural Resource Operations and Rural Development, or the Minister's Authorized Representative



Doug Donaldson
Minister of Forests, Lands,
Natural Resource Operations
and Rural Development

Doug Donaldson

Printed Name (and Title if Minister's Authorized Representative)

Feb. 14/2019

Date

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

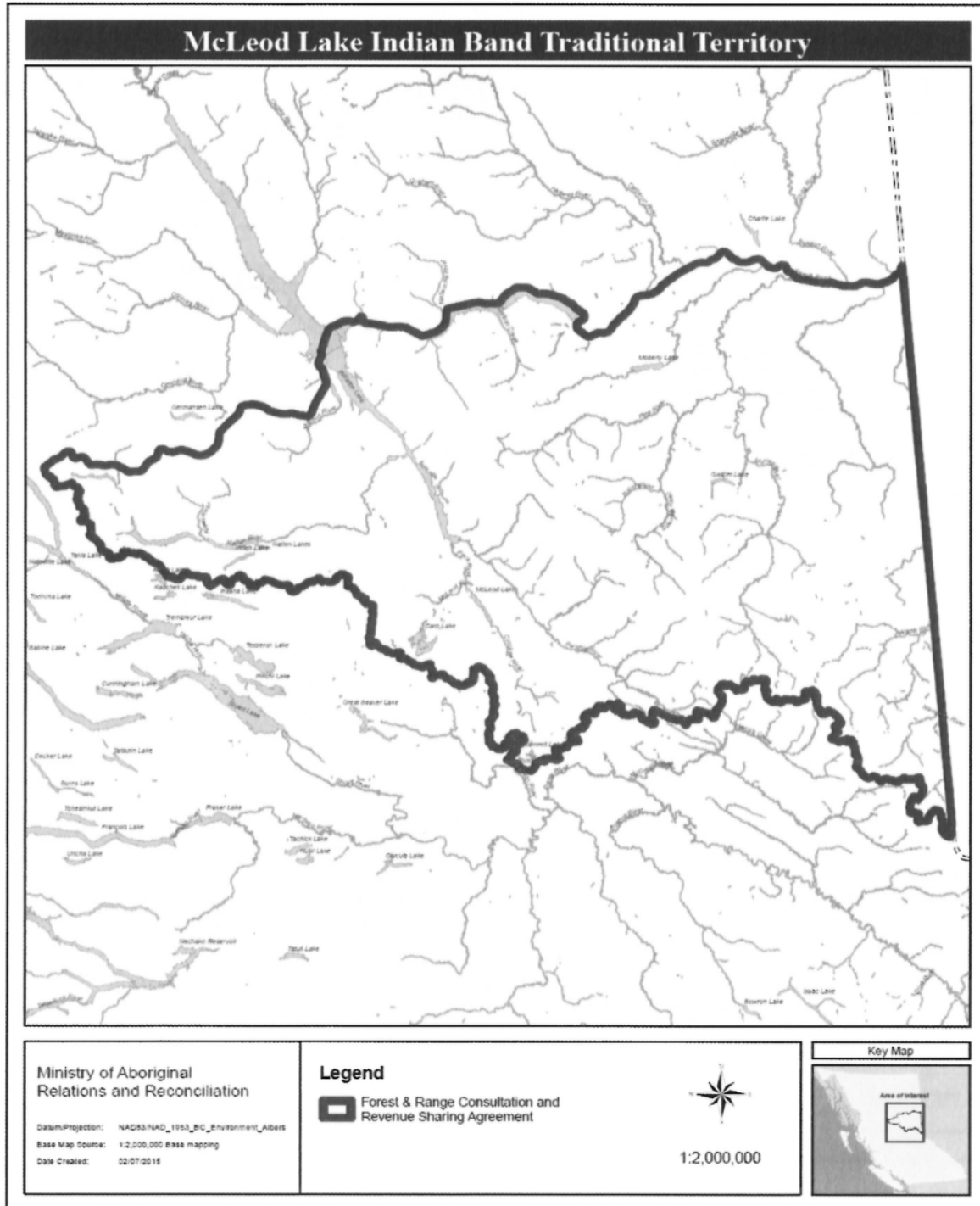
13. Miscellaneous

- 13.1. This Agreement is to be interpreted in a manner consistent with provincial, federal and constitutional law.
- 13.2. Except as set out in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 13.3. This Agreement does not exclude MLIB from accessing forestry economic opportunities and benefits, which may be available to them, other than those expressly set out in this Agreement.
- 13.4. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and does not create, define, limit, amend, abrogate or derogate from any existing Treaty Rights that are recognized and affirmed by section 35(1) of the *Constitution Act*, 1982.
- 13.5. This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 13.6. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 13.7. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 13.8. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 13.9. The laws of British Columbia will govern this Agreement.
- 13.10. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to MLIB.
- 13.11. The appendices to this Agreement form part of the Agreement.

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

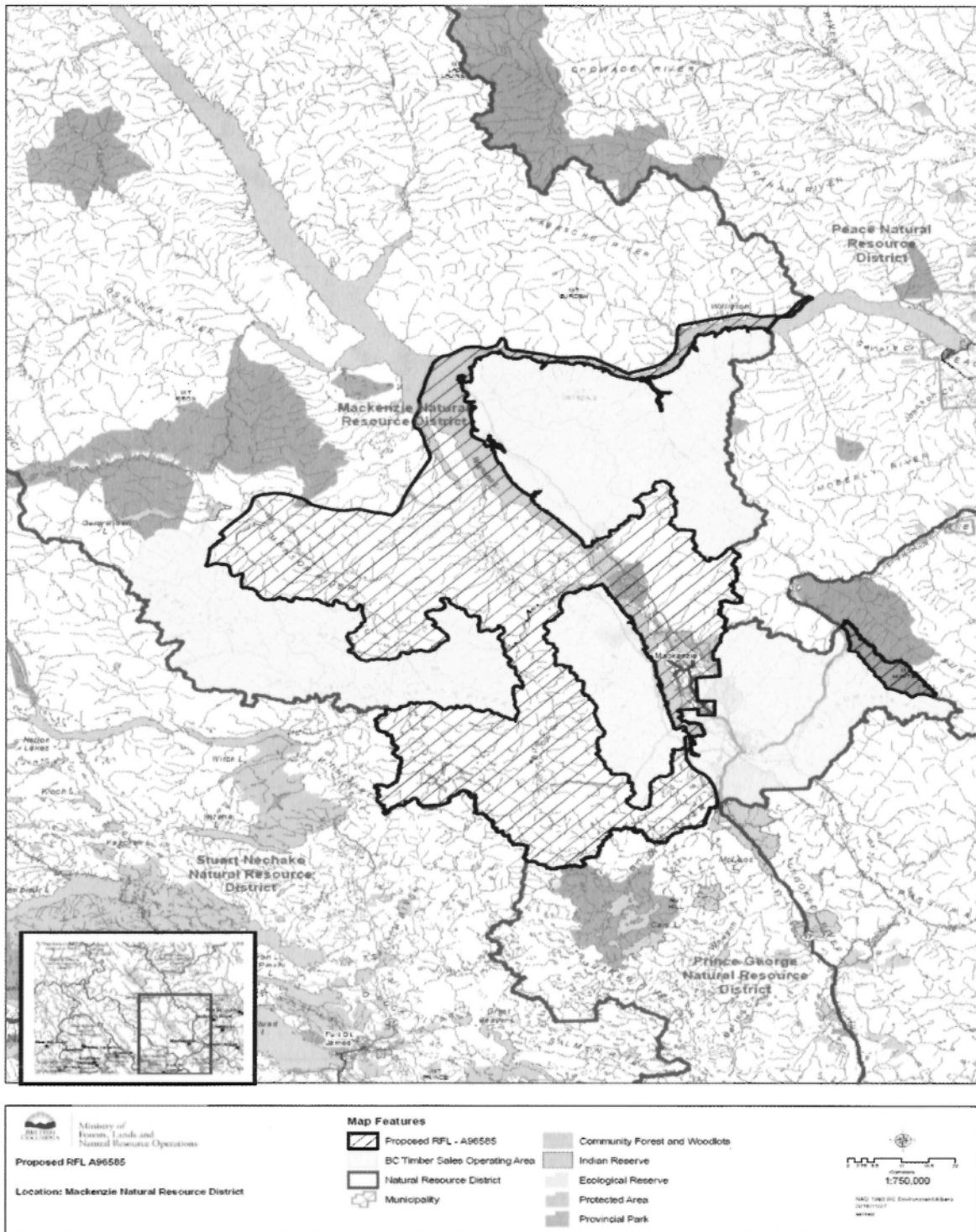
APPENDIX A

Map of MLIB Agreement Area



Forest Tenure Opportunity "A & B" Agreement for Treaty 8

APPENDIX B - Licence Area



Forest Tenure Opportunity “A & B” Agreement for Treaty 8

Forest Tenure Opportunity Agreement

(the “Agreement”)

Between:

McLeod Lake Indian Band

As represented by

Chief and Council

(“MLIB”)

and

Her Majesty the Queen in Right of the Province of British Columbia

as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural
Development

(“British Columbia”)

(Hereinafter referred to individually as a “Party”, and collectively as the “Parties”)

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which are to (i) implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and (ii) achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and MLIB have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist MLIB in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to poverty among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that MLIB has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve MLIB community's well-being.
- E. MLIB has rights as a signatory/adherent to Treaty 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- F. MLIB's traditional territory is situated in a region of the Province which may be impacted by forestry activities during the term of this Agreement.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

- G. This Agreement is intended to assist in achieving stability and greater certainty for forest resource development on Crown lands, which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner while longer term interests of MLIB are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. “Agreement Area” means the area shown in bold black on the map attached as Appendix A.
- 1.2. “Effective Date” means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.3. “Forest Tenure” means an agreement granting rights to harvest Crown timber referred to in section 12(1) of the *Forest Act*.
- 1.4. “Licence” means a forest licence under the *Forest Act*.
- 1.5. “Licensee” means a holder of a forest tenure.
- 1.6. “Licence Area” means the area(s) defined in a Licence in which the Licensee will have a right of harvest subject to and in accordance with the terms of the *Forest Act* and the Licence.
- 1.7. “Minister” means the Minister responsible for the *Forest Act*.
- 1.8. “Representative” carries the same meaning as it is given in the *Forest Act*.
- 1.9. “Treaty Rights” means the rights of MLIB as a signatory/an adherent to Treaty No. 8 as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Provide an opportunity for MLIB to identify and pursue socio-economic objectives in its community and, in connection with those objectives, to assist MLIB in achieving progress towards closing socio-economic gaps between the members of MLIB and non-Aboriginal people in British Columbia.
- 2.2. Promote and increase MLIB’s participation in the forest sector by offering a forest tenure opportunity.
- 2.3. Provide an accommodation in respect of potential impacts or infringements of forestry decisions and operations on MLIB’s Treaty Rights, without predetermining the sufficiency of such accommodation.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

3. Forest Tenure Opportunity

- 3.1. After execution of this Agreement, the Minister will invite MLIB, or its Representative to apply for a replaceable forest licence (the “Licence”) on a non-competitive basis for up to 100 000 cubic meters annually within the Mackenzie Timber Supply Area for a term of 15 years. The Licence will be comprised of:

Management Unit	Licence(s)	Allowable Annual Cut (AAC) (m ³ /yr)	Total Volume in m ³	Term in years (yrs.)
Mackenzie TSA	FL A96585	100 000	N/A	15 years, replaceable every 10

- 3.2. The appointment of a Representative for the purpose of holding the Licence must be made in accordance with the *Forest Act*.
- 3.3. The Licence Area for the Licence referenced in section 3.1 will be located in the Mackenzie Timber Supply Area as outlined on the map attached to this Agreement as Appendix B.
- 3.4. The Licence under section 3.1 of this Agreement will:
- 3.4.1. be a replaceable forest licence under the *Forest Act*;
 - 3.4.2. include the condition that MLIB must comply with this Agreement.
 - 3.4.3. include other terms and conditions that the Minister may determine are necessary in accordance with section 14(1)(h) of the *Forest Act*.
- 3.5. Notwithstanding any other provision of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under the Licence referred to in section 3.1.
- 3.6. During the term of this Agreement and notwithstanding section 3.5, MLIB agrees that British Columbia has provided to MLIB an accommodation in respect of potential impacts or infringements of forestry decisions and operations on MLIB’s Treaty Rights, without agreeing to its sufficiency, in the form of the Licence provided for under this Agreement.
- 3.7. If the Licence entered into under this Agreement remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be an accommodation as contemplated in sections 2.3 and 3.6 until the Licence expires or is terminated.
- 3.8. Any Licence entered into under this Agreement can only be transferred in accordance with the *Forest Act*.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

4. Reporting of Tenure Information

- 4.1. British Columbia, in its commitment to the goals of the Transformative Change Accord, may require certain information from MLIB on what measurable benefits the MLIB community has been able to achieve as a result of this Agreement.
- 4.2. MLIB agrees to cooperate with British Columbia in providing the information in a format acceptable to both Parties and in a manner that maintains the confidentiality of that information in accordance with applicable statutory requirements.

5. Economic and Operational Stability

- 5.1. MLIB will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of MLIB with provincially authorized forest activities and will work co-operatively with British Columbia to assist in attempting to resolve any such matters.

6. Term and Termination

- 6.1. The term of this Agreement is the later of 15 years or the termination of a Licence issued in accordance with this Agreement.
- 6.2. This Agreement will take effect on the date on which the last Party has executed it.
- 6.3. If a Licence has not been issued in accordance with this Agreement, this Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 6.3.1. expiry of its term;
 - 6.3.2. 90 days notice by either Party to the other Party; or
 - 6.3.3. mutual agreement of the Parties.
- 6.4. This Agreement may be terminated by British Columbia if the Licence issued pursuant to section 3.1 is cancelled, surrendered or otherwise terminated under the *Forest Act*.
- 6.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under section 6.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.
- 6.6. If the Licence entered into under this Agreement, is replaced, the term of this Agreement will be deemed to be amended so as to extend the term to be the same as the longest of the term of the replaced Licence.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

7. Dispute Resolution

- 7.1. If a dispute arises between British Columbia and MLIB regarding the interpretation of a provision of this Agreement, the Parties or Representatives will meet as soon as is practicable to attempt to resolve the interpretation dispute.
- 7.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and MLIB.
- 7.3. If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation dispute.

8. Renewal of the Agreement

- 8.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met and if each Party has received such authorizations as it may require to either renew this Agreement or negotiate a new Agreement, British Columbia and MLIB will, negotiate a renewal of this Agreement or, where applicable, negotiate a new agreement.

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- 9.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
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- 10.1. Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may suspend or cancel the Licence issued under this Agreement, if the Minister or a person authorized by the Minister determines that MLIB or the Licensee is not in compliance with the Licence under the *Forest Act*.
- 10.2. Prior to contemplating any action referred to in section 10.1, British Columbia will provide notice to MLIB of:
 - 10.2.1. any alleged contravention of this Agreement that may lead to MLIB not being in compliance with this Agreement; or
 - 10.2.2. any allegations that the Licensee is not in compliance with the Licence under the *Forest Act*.

11. Entire Agreement

- 11.1. This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

12. Notice

- 12.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as set out in this section of the Agreement.
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- 12.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia	MLIB
Minister	Chief
Ministry of Forests, Lands, Natural Resource Operations and Rural Development	MLIB
P.O. Box 9525 STN PROV GOVT	General Delivery
Victoria B.C. V8W 9C3	McLeod Lake B.C. V0J 2G0
Telephone: (250) 356-5012	Telephone: (250) 750-4415
Facsimile: (250) 953-3687	Facsimile: (250) 750-4420

- 12.4. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a scanned copy attached to an email, a photocopy or faxed copy. Each facsimile, photocopy or scanned copy will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Forest Tenure Opportunity “A & B” Agreement for Treaty 8

13. Miscellaneous

- 13.1. This Agreement is to be interpreted in a manner consistent with provincial, federal and constitutional law.
- 13.2. Except as set out in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 13.3. This Agreement does not exclude MLIB from accessing forestry economic opportunities and benefits, which may be available to them, other than those expressly set out in this Agreement.
- 13.4. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and does not create, define, limit, amend, abrogate or derogate from any existing Treaty Rights that are recognized and affirmed by section 35(1) of the *Constitution Act*, 1982.
- 13.5. This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 13.6. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 13.7. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 13.8. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 13.9. The laws of British Columbia will govern this Agreement.
- 13.10. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to MLIB.
- 13.11. The appendices to this Agreement form part of the Agreement.

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

Signed on behalf of:

MLIB


Chief



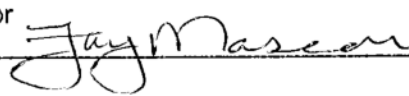
Date:

March 28, 2019

Councillor



Councillor



Councillor



Councillor

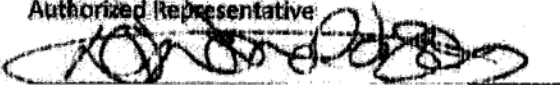
Councillor

Councillor

Councillor

Witness of MLIB's signatures

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by the Minister of Forests, Lands, Natural Resource Operations and Rural Development, or the Minister's Authorized Representative



Doug Dona Idson
Minister of Forests, Lands,
Natural Resource Operations
and Rural Development

Printed Name (and Title if Minister's Authorized Representative)

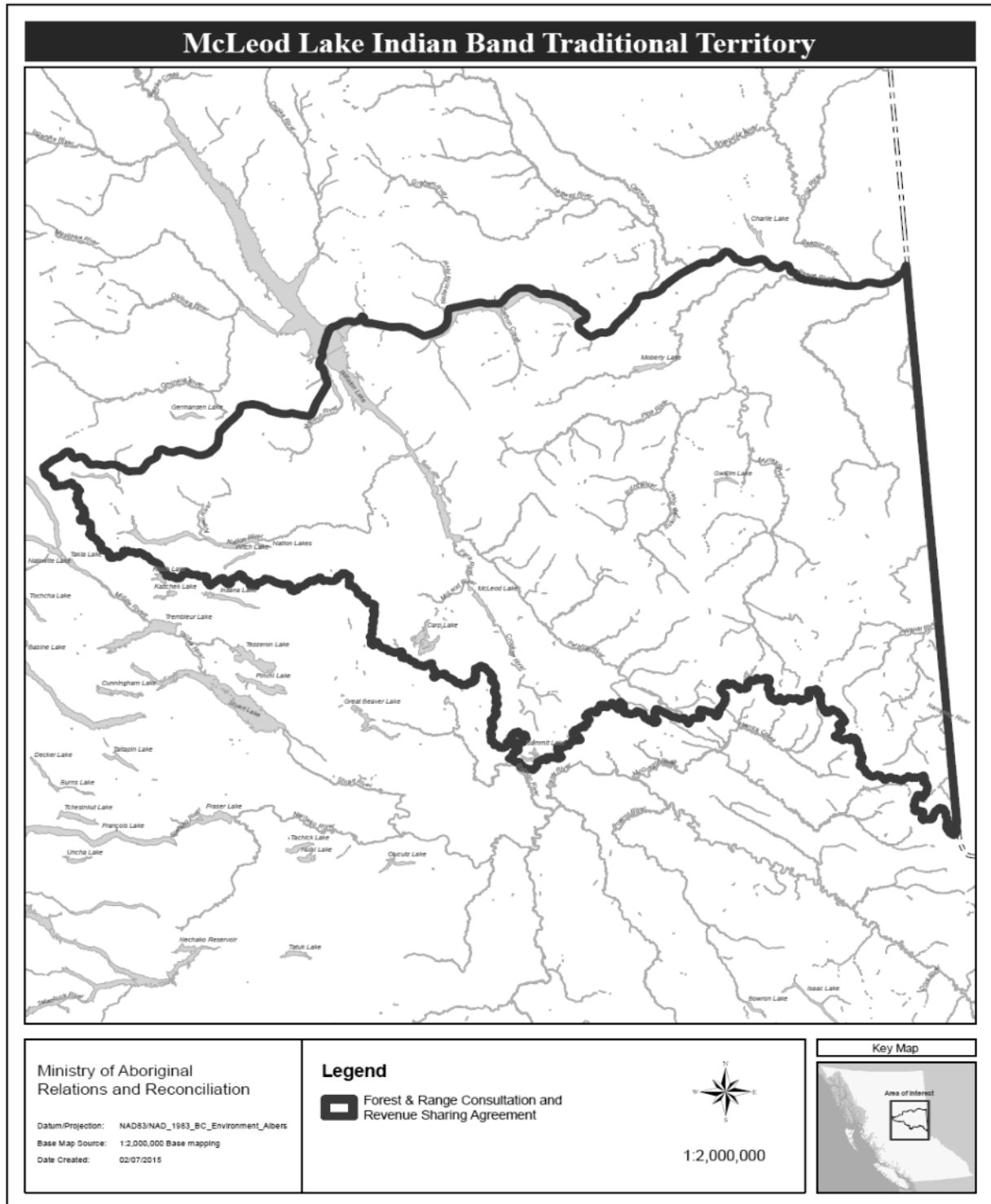
February 14, 2019

Date

Forest Tenure Opportunity "A & B" Agreement for Treaty 8

APPENDIX A

Map of MLIB Agreement Area



Appendix 1. Comparison of different terms of a Partition Order.

Although including previously harvested live volume is an option, the district is considering not including the pre-Order partition volume in the minister's Partition Order. If five years' worth of live overcut was applied to a 2-year term, two licences would have no live volume available and one licence would have less than 9 000 m³ live available.

Note that all volume estimates are subject to change depending on the date that an Order may take effect.

Things to consider: the chief forester is considering a new Timber Supply Review in early 2019, with a possible determination taking place late 2020 or early 2021. There is no assurance that the partition will be included in the next AAC determination. If the Order was for 5-years, licensees would have a lot of live volume available before new AAC was determined. This would render the Order ineffective. Also a new minister's apportionment decision is anticipated in early 2020 which may result in reductions to forest licence AAC's. Until an apportionment decision is made, the impact to licensees' live harvest cannot be calculated.

Table 1. Comparison of different terms of a Partition Order (1, 2, and 5-year terms)

Licence	AAC (m ³ /yr)	Licence Proportionate Share of TSA AAC after AAC Reduction, Nov. 7, 2018	2019 to 2020 Limit of Live Partition of 477,707 m ³ /yr Available Under Order (1-year term)	2019 to 2021 Limit of Live Partition of 477,707 m ³ /yr Available Under Order (2-year term)	2019 to 2024 Limit of Live Partition of 477,707 m ³ /yr Available Under Order (5-year term)
A20001	304,055	31.42%	150 096	300 192	750 480
A20002	402,253	41.56%	198 535	397 070	992 675
A20003	96,474	9.97%	47 627	95 254	238 135
A92064	33,000	3.41%	16 290	32 580	81 450
Total	835,782	86.36%	360 294	825 096	2 062 740

As the Decision Note states, the preference is for a 2-year term. This will allow each licensee to harvest about 49.4 percent as live volume over the term.

Appendix 2: Additional Information

Licensee Communication

In 2013 (when the partition was established), district staff and licensees agreed on the monitoring of partition harvest levels and what timber would qualify as partition harvest eligible. Partition harvest levels are closely monitored and harvest information is shared regularly. District staff has raised the possibility of a minister's Partition Order several times (2015 and 2017) with licensees, but harvesting in the live partition has continued to increase. On May 31, 2018, the district manager sent a letter to the four Partition Order eligible replaceable forest licensees informing them of the district's intent to seek an Order, and invited them to respond with any information relevant to their performance with respect to the informal live partition volume limit. One licensee responded, committing to 428 904 m³ (39 percent) live harvest over the next 2 years. The Order would allow them to harvest 697 262 m³ live volume in the same time period, so they should not be constrained by an Order.

Pre-Order Volume Harvest

The minister may consider any excess pre-Partition Order harvesting that occurred in the Partition. For the purposes of this Order, we propose that the pre-Order volume not be considered. Applying 5 years of live partition overharvest within a 2-year Order would effectively cause several licensees to have to cease operations (i.e. excess pre-Order harvest would negate any further partition harvest for the term of the Order). This would also further complicate road and cut block development which often target stands of mixed live/dead timber.

February 12, 2019

100 Mile House Natural Resource District

First Nations Consultation Summary for the Partition Order Options

1. Summary

On October 18, 2018, the First Nations Relations team sent letters to 20 First Nations with Aboriginal Interests claimed within the 100 Mile House Natural Resource District. Please see attachment 1 – Consultation Letter. The communities consulted were provided with shapefiles and KMZ files for the District of 100 Mile House Natural Resource District boundary. Also provided with the consultation letters were the proposed Partition Order and tables of harvested volume.

The consultation period followed the Forest Consultation Revenue Sharing Agreement within the district's purview. The time period was 60 days. Consultation for the proposed Partition Order ended on December 18, 2018. The First Nations Relations team received responses from three First Nation communities. Whispering Pines/Clinton Indian Band, Bonaparte Indian Band and Canim Lake Indian Band provided comments and responses. Please see the table below.

Table 1 First Nation Communities Consulted and Responded

First Nation	Consultation Letter Sent? (Y/N)	Response Received? (Y/N)	Response Attached? (Y/N)
Ashcroft	Y	N	N
Bonaparte	Y	Y	Y
Bridge River	Y	N	N
Canim Lake	Y	Y	Y
Coldwater	Y	N	N
Cook's Ferry	Y	N	N
Esk'etemc	Y	N	N
High Bar	Y	N	N
Lower Nicola	Y	N	N
Lytton	Y	N	N
Oregon Jack Creek	Y	N	N
Simpcw	Y	N	N
Siska	Y	N	N
Skeetchestn	Y	N	N
Stswecem'c-Xgat'tem First Nation	Y	N	N
T'itq'et	Y	N	N
Tk'emlups te Secwepemc	Y	N	N
Ts'kw'aylaxw	Y	N	N
Whispering Pines/Clinton	Y	Y	Y
Williams Lake	Y	N	N

2. Current Status of Consultation

The current status of the Consultation carried out for the 2018 Partition Order Options is complete.

The consultation letters sent out on October 18, 2018 identified a 60-day consultation period. The consultation period ended on December 18, 2018.

On the final day of consultation, Canim Lake provided a detailed letter indicating a need for deeper consultation. District Manager, Patrick Byrne, has drafted a response requesting a meeting to be set with Canim Lake to review and address specific concerns outlined. The response provided by the district was emailed to clbforestry@canimlakeband.com, received on behalf of Chief Helen Henderson. The district's response addressed concerns raised by Canim Lake. There are no further consultative activities required for the Partition Order.

Whispering Pines also provided deeper comment regarding the Partition Order. Those concerns were also address by the district's response. No further comment was received after the response was provided. No further consultation activities are required with regards to their concerns.



Attachment 1 – Consultation Letter

File: 19320-20/TSA 23 100 Mile House
10450-20/Band

October 18, 2018

Chief and Council
Band
Address

Dear Chief & Council

The Ministry of Forests, Lands, Natural Resource Operations and Rural Development wishes to consult with BAND on the disposition of volume of the allowable annual cut (AAC) within the 100 Mile House Timber Supply Area (TSA).

Where the chief forester has specified an allowable annual cut (AAC) partition for a timber supply area (TSA) and the minister considers it necessary to ensure the attribution specified in the partition is carried out, Section 75.02(2) of the *Forest Act* allows the minister to specify a limit on the harvested volume for one or more forest licences in a TSA.

On November 7, 2013, the chief forester set the AAC for the 100 Mile House TSA at 2 000 000m³; which includes a live partition of 500 000 m³ and the remainder consisting of dead timber.

On November 7, 2018, the AAC drops to 967 805 m³. This steep decline in the TSA AAC and potential excess harvesting impacts to the live partition requires that the minister consider the implementation of a Partition Order.

Following an AAC determination, the Minister decides the apportionment of the AAC.

The Province recognizes that BAND has claimed Aboriginal rights and title (Aboriginal Interests) within the 100 Mile TSA area. We would like to extend the opportunity for BAND to identify any concerns with the Partition Order.

If there is any information you would like to bring to the attention of the decision maker please provide it, in writing, by **December 18, 2018**. Comments can be submitted via email

Ministry of Forests, Lands and
Natural Resource Operations

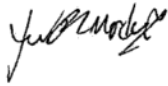
100 Mile House District

Address:
300 Cariboo Hwy 97
100 Mile House, BC V0K 2E0

Tel: (250) 395-7849
Fax: (250) 395-7810

to FLNR.FN.DMH@gov.bc.ca or by mail to the address noted at the bottom of the page on page 1.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yuval Maduel', with a stylized, cursive script.

Yuval Maduel
Senior Advisor, First Nations Relations
Ministry of Forests, Lands, Natural Resource Operations
and Rural Development
PH: (250) 395-7849

Enclosure(s): Shapefile, KMZ File, Proposed Partition Order, Table of Harvested Volume

Attachment 2 – Responses from Bonaparte Indian Band

From: Zack Parker [<mailto:NaturalResources@bonaparteindianband.com>]

Sent: Thursday, December 20, 2018 1:08 PM

To: Ashman, Bill FLNR:EX

Cc: Maduel, Yuval FLNR:EX

Subject: RE: Consultation

Hi Bill,

s.22

I will have to get back to you in the New

Year.

Have a great and safe Holiday Season.

Interim Natural Resource Director

Stucwtewsemc

Zach Parker

Phone: 250-457-9624 ext.278

Cell: s.22

From: Ashman, Bill FLNR:EX <Bill.Ashman@gov.bc.ca>

Sent: Monday, December 17, 2018 1:36 PM

To: Maduel, Yuval FLNR:EX <Yuval.Maduel@gov.bc.ca>

Cc: Zack Parker <NaturalResources@bonaparteindianband.com>

Subject: RE: Consultation

Hi, Zack;

If you have any questions about the partition order tables Yuval sent you, please give me a call. I know they're kind of confusing, but I should be able to explain them.

Also, I've included a map of FNWL N1U area.

Regards,

Bill Ashman, RPF

Tenures Specialist

South Area

441 Columbia St., Kamloops

Phone: (250) 371-3872

From: Maduel, Yuval FLNR:EX
Sent: Monday, December 17, 2018 12:58 PM
To: Ashman, Bill FLNR:EX
Subject: FW: Consultation

Hi Bill,

Are you be able to answer Zack's questions below? I attached the information that was sent to the bands. I asked our GIS staff if they have a map of FNWL N1U, and I'm still waiting for their response.

Thanks,

Yuval

From: Zack Parker [<mailto:NaturalResources@bonaparteindianband.com>]
Sent: Friday, December 14, 2018 3:10 PM
To: Maduel, Yuval FLNR:EX
Cc: Jenny Allen
Subject: RE: Consultation

Hi Yuval,

Thank you for taking the time to chat with me today. As we discussed during our phone conversation, I would like more information on the Partition Order as referenced in your letter of October 18th 2018. Specifically, I am confused by the Table A and Table B calculations on the redistribution of volume. Further, I am assuming that there is a specific area identified for the FNWL (N1U). Can you please forward a map to me of the distinct area of interest that has been identified as the FNWL.

I look forward to meeting with you and understanding how this partition table redistribution will affect Bonaparte's title and rights interest in the traditional territory of the Stucwtewcemc people.

Best Regards

Interim Natural Resource Director

Stucwtewsemc

Zach Parker

Phone: 250-457-9624 ext.278

Cell:s.22

From: Maduel, Yuval FLNR:EX <Yuval.Maduel@gov.bc.ca>
Sent: Friday, December 14, 2018 12:59 PM
To: Zack Parker <NaturalResources@bonaparteindianband.com>
Subject: Consultation

Hi Zack,

I got your message and just left you a message on your cell ^{s.22}. If you'd like to call me back, I'll be at the office until 4:30 today. Otherwise, I'll try to connect with you again on Monday.

Could you please forward me the consultation letter that you referred to in your message?

Thanks,

Yuval



Yuval Maduel Senior Advisor, First Nations Relations
100 Mile House Natural resource District
Phone: (250) 395.7849
Forests, Lands, Natural Resource Operations
and Rural Development

Page 109 of 123 to/à Page 112 of 123

Withheld pursuant to/removed as

s.16

Attachment 4 – Whispering Pines/Clinton Indian Band Response

From: Ashman, Bill FLNR:EX
Sent: Wednesday, December 19, 2018 8:15 AM
To: Maduel, Yuval FLNR:EX; Foss, Sonja FLNR:EX
Subject: FW: WPCIB apportionment comments from Chief and Council

FYI. Some of these comments relate to consultation on apportionment and the partition order as well.

Regards,

Bill Ashman, RPF
Tenures Specialist
South Area
441 Columbia St., Kamloops
Phone: (250) 371-3872

From: Tanner LeBourdais (tanner.lebourdais@spfl.ca) [<mailto:Tanner.Lebourdais@spfl.ca>]
Sent: Tuesday, December 18, 2018 5:37 PM
To: Ashman, Bill FLNR:EX
Cc: XT:LeBourdais, Darcy FLNR:IN
Subject: WPCIB apportionment comments from Chief and Council

Good evening Bill,

Please find attached a letter from Whispering Pines/Clinton Indian Band Chief and Council regarding the apportionment options moving forward. I trust that these comments will make it into the final decision package for the minister.

Feel free to call or email if you require anything further.

Regards,



**Tanner
LeBourdais, RPF**

Owner/Director

Second Pass Forestry Ltd.

M 778-220-6344

www.spfl.ca

Kamloops, B.C.

Page 114 of 123 to/à Page 115 of 123

Withheld pursuant to/removed as

s.16

BRIEFING NOTE FOR DECISION

DATE: February 12, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

ISSUE: Mandate For Partition Order In 100 Mile House Timber Supply Area

RECOMMENDED OPTION:

Proceed with a Partition Order with a 2-year term.

BACKGROUND:

- On November 7, 2013, the Chief Forester set the 100 Mile House Timber Supply Area (TSA) allowable annual cut (AAC) at 2 000 000 m³, with a live partition of 500 000 m³ and a dead partition of 1 500 000 m³.
- On November 7, 2018, the AAC dropped to 1 000 000 m³, of which the live and dead partitions are 500 000 m³ each.
- Recent TSA land withdrawals lowered the TSA AAC to 967 805 m³, with live and dead partitions of 477 707 m³ and 490 098 m³ respectively.
- This steep decline in the TSA AAC from historic levels and the risk of excess harvesting of the live partition require that the minister consider a formal Partition Order.
- Section 75.02 of the *Forest Act* (Act) provides the authority for the Minister to order that licence holders harvest at a level consistent with a Chief Forester's AAC partition.

DISCUSSION:

Since 2013, live volume harvest has trended upward every year and in 2018 licensee harvest of live timber ranged from 51% to 86% of their licence harvest. This exceeds the sustainable live partition harvest levels and has put significant pressure on the mid-term timber supply. Licensees state that the supply of dead timber is depleting, and they need to shift to greater live timber harvest. However, the district disputes this claim. Recent wildfires have also increased the amount of dead timber. For comparison, BC Timber Sales has only harvested 29 percent live timber since 2013.

s.13; s.16

First Nations consultation has occurred with no serious issues arising from this. Summary attached.

OPTIONS

OPTION 1: Proceed with a Partition Order with a 2-year term.

s.13; s.16

1

Option 2: s.13; s.16

s.13; s.16

RECOMMENDATION:

Proceed with a Partition Order with a 2-year term. Implementation of an Order requires the Minister's signature on the Order and letters accompanying this decision note.

Approved / Not Approved



Signature

April 4, 2019

Date

Honourable Doug Donaldson, Minister of
Forests, Lands, Natural Resource
Operations and Rural Development

Attachments: Partition Order and letters to licensees and BCTS requiring minister's signature
Appendix 1: Comparison of Terms of Partition Order
Appendix 2: Additional Information
First Nations Consultation Summary

PREPARED BY:

Bill Ashman, R.P.F.
Tenures Specialist
South Area
(250) 371-3872

REVIEWED BY:

	Initials	Date
DM		
Associate DM		
DMO		
A/ADM	PG	March 13, 2019
RED - Cariboo	MP	March 13, 2019
District Manager	PB	March 1, 2019
Program Dir/Mgr.	LH for LM	February 19, 2019



Ref: CLIFF 246291

April 4, 2019

Ray Luchkow, Director of Operations
BC Timber Sales
3rd Floor – 727 Fisgard Street
Victoria, British Columbia
V8W 9C1

Dear Ray Luchkow:

The purpose of this letter is to advise you of a recent Partition Order (copy attached) that I have executed, which limits the harvest of live timber by non-exempted forest licence holders in the 100 Mile House Timber Supply Area (TSA).

The order provides a 2-year limit on the volume of live timber that each non-exempted forest licence in the TSA may harvest in accordance with their proportionate share of the live partition, based on their licence's allowable annual cut.

It is my expectation that BC Timber Sales (BCTS) limits the harvest of live timber under BCTS licence during the term of the order to its proportionate share of the partition. Currently, BCTS manages 456 071 m³ (47.1 percent) per year of allowable annual cut in the TSA; from which I calculate its proportionate share of the 477 707 m³ live partition to be 225 116 m³ annually. Accordingly, the maximum harvest of live timber under licences by BCTS in the TSA during the term of this Order is 450 232 m³. I expect BCTS to take the necessary steps in order to be able to demonstrate that the harvest of live timber has been restricted in this manner.

Sincerely,

Doug Donaldson
Minister

Enclosure(s): Ministerial Order Number 75.02(2)-01-2019/TSA 23

cc: Pat Byrne, District Manager, 100 Mile House Natural Resource District



Ref: CLIFF 246291

April 4, 2019

To: All holders of non-exempted forest licences in 100 Mile House Timber Supply Area

Re: Partition order limits for harvesting partitioned timber in 100 Mile House Timber Supply Area

In accordance with Section 75.02(6) of the *Forest Act*, the purpose of this letter is to provide a copy (attached) of a partition order that I have executed under Section 75.02(2) of the act to the holder of all non-exempted forest licences to which the Order relates. The Order will be in place for a term of two years. The Order may be amended in accordance with Section 75.02(8) of the act if the allowable annual cut partition should be amended during the term of the Order.

Pursuant to Section 75.02(7) of the act, the holder of a licence to which a limit is specified for that licence in the Order must ensure that the harvested volume under the licence does not exceed the harvested volume specified for that licence in the Order.

Section 75.03 allows the minister to increase or waive a limit specified for a licence in the Order for reasons prescribed in Section 7 of the Allowable Annual Cut Partition Regulation.

If the harvested volume limit specified for a licence in the Order is exceeded during the term of the Order, a monetary penalty will be imposed on the licence holder in accordance with Section 75.05 of the act at the prescribed rate specified in the Allowable Annual Cut Partition Regulation.

Sincerely,

Doug Donaldson
Minister

Enclosure: Ministerial Order Number 75.02(2) - 01-2019/TSA 23

cc: Pat Byrne, District Manager, 100 Mile House Natural Resource District

ORDER OF THE MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT

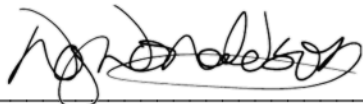
(Section 75.02 (2) of the *Forest Act*)

Ministerial Order Number 75.02(2) – 01-2019/TSA 23

I, Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development, hereby order that:

1. In this Order:
 - (a) words and phrases have the same meaning as in the *Forest Act*;
 - (b) "Schedule" means the schedule attached to this Order;
 - (c) "AAC partition" means the allowable annual cut attributed to live timber by the chief forester under Section 8(5) of the *Forest Act* on November 7, 2018, for the 100 Mile House Timber Supply Area (TSA);
 - (d) "AAC Partition Regulation" means the Allowable Annual Cut Partition Regulation under the *Forest Act*;
 - (e) "Waste Assessment" means a waste assessment as required under Section 103.1 of the *Forest Act*;
 - (f) "Timber Cruise" means a timber cruise as provided under Section 113 of the *Forest Act*;
 - (g) "Cruise Information" means any report, summary, compilation or any other information resulting or derived from a timber cruise;
 - (h) "Volume Estimate" means any measurement, calculation or estimation of live and dead timber volume, prepared by a qualified professional in advance of the harvest of such timber;
 - (i) "Scale Information" means any information resulting from a scale of timber, as required by Section 94 of the *Forest Act*; and
 - (j) "Partitioned Timber" means the same as AAC Partition.
2. To ensure the attribution specified in the AAC partition is carried out, during the term of this Order, the holder of a forest licence specified in column 1 of the Schedule may not harvest a volume of partitioned timber in excess of the limit on the harvested volume specified for that forest licence in column 3 of the Schedule.
3. The term of this Order is 2 (two) years, starting the date of this order and ending on the day before the second anniversary of the order.

4. The volume of partitioned timber harvested under a forest licence specified in the Schedule during the term of this Order will be determined in accordance with Section 6.2 (1) of the AAC Partition Regulation using the following sources of information and data:
- a) cruise information for each cutting permit, where provided by the licence holder;
 - b) where no cruise information is provided, a volume estimate provided by the licence holder;
 - c) verification by any means of a volume estimate, where the district manager determines such a verification is necessary, and carried out by the district manager or any qualified and authorized person acting on behalf of the district manager;
 - d) scale information;
 - e) stumpage billed by the government; and
 - f) waste assessments.
5. For the purposes of determining the volume of partitioned timber harvested, each holder of a forest licence specified in column 1 of the Schedule is required to provide to the district manager, a timber cruise with each regular cutting permit application, and a waste assessment for each harvested scale-based cutting permit, to be completed in accordance with the Provincial Logging Residue and Waste Measurement and Procedures Manual. For a blanket salvage cutting permit application, the licence holder must provide to the district manager, a professionally prepared volume estimate, and such volume estimate may be subject to verification by the district manager. For timber harvested under a road permit associated with a forest licence subject to this Order, the volume of partitioned timber will be calculated using the cruise information from the cutting permit to be accessed by the road permit and the scale information relating to the volume of timber harvested under the road permit.



Doug Donaldson
Minister of Forests, Lands,
Natural Resource Operations and
Rural Development

April 4, 2019

Date

SCHEDULE TO ORDER NUMBER 75.02 (2) – 01-2019/TSA 23

Column 1 Forest Licence	Column 2 Forest Licence's Proportionate Share of the Live Partition Volume of 477 707 m³/yr	Column 3 Limit on the Harvested Volume for Forest Licence (cubic metres of live timber)
A20001	31.42%	300 192 m ³
A20002	41.56%	397 070 m ³
A20003	9.97%	95 254 m ³
A92064	3.41%	32 580 m ³

MEETING BULLETS

DATE: February 21, 2019

PREPARED FOR: Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development

REGARDING: Meeting with Harvey Andrusak, President of BC Wildlife Federation, regarding prescribed fire.

SUMMARY:

- The BC Wildfire Service works closely with land managers on a variety of fuel management activities to reduce wildfire risks, including the use of prescribed fire.
- Prescribed burning is an effective tool for reducing wildfire hazards because it removes combustible material from the landscape, such as surface fuels, underbrush, dead branches and trees. It is also used for ecological restoration and various other land management objectives.
- The Ministry is actively engaged in planning prescribed fires. It intends to use them more frequently and in more areas of the province (where appropriate), especially in light of the 2017 and 2018 wildfire seasons and in response to the Abbott-Chapman report on the 2017 freshet and wildfire seasons.

STRATEGIC CONSIDERATION AND MESSAGES:

- Similar to timber harvesting and other planned disturbances on the land-base, prescribed burning requires considerable planning. The amount of time needed to plan a prescribed fire before it is ignited can range from a minimum of six months to multiple years, depending on the complexity of the project and the weather and site conditions necessary to meet the pre-determined management objectives.
- Due to the accumulation of forest fuels over recent decades, the use of prescribed fire in a manner that will not result in negative impacts requires careful implementation to meet ecological and fuel reduction objectives.
- Prescribed burning is one of a range of fuel management strategies that can be used to reduce the intensity of future wildfires in a specified area. Others include thinning, pruning and the mechanical removal of fuels.
- There is a process for third parties to submit burn plans and conduct burns on the landscape for the benefit of ecosystem restoration and wildlife enhancement.

s.12; s.13; s.16

- I encourage you to work with Ministry staff on this topic.

PREPARED BY:

Yana Stratemeyer-Trinczek
Communications and Engagement
BCWS
(250) 312-3058

REVIEWED BY:

	Initials	Date
Associate DM		
DMO		
ED	IM	2019-02-25
Program Dir/Mgr.	RS	2019-02-21