

## Interim Measures Agreement

**THIS AGREEMENT** dated for reference this     day of     , 2003 .

**BETWEEN:**

**LHEIDLI T'ENNEH BAND**

As represented by Chief Barry Seymour

(“Lheidli T’enneh”)

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**

As represented by the Minister of Forests

(the “Ministry of Forests”)

both of whom may be referred to as the “parties”, and each of whom is a “party” to this agreement.

**Purpose:**

1. The purpose of this agreement is to:
  - (a) address issues regarding potential aboriginal rights and title raised by Lheidli T’enneh in relation to forestry decisions;
  - (b) increase Lheidli T’enneh’s participation in the forest sector;
  - (c) provide for an economic development opportunity for Lheidli T’enneh;
  - (d) provide for an invitation to Lheidli T’enneh to apply for a non-replaceable forest licence;
  - (e) provide for a deciduous leading harvest area-based Community Forest Pilot Agreement (CFPA) after approval of an Agreement-in-Principle among Canada, British Columbia and Lheidli T’enneh under the British Columbia treaty process;
  - (f) provide an opportunity to review and revise the July 15, 1994 *Memorandum of Understanding between the Ministry of Forests and Lheit-Lit’en First Nation regarding the Lheit-Lit’en First Nation Special Management Area* (“Herrick Creek Sacred Area”); and
  - (g) provide operational stability to forest and range resource development on Crown lands within the asserted territory of Lheidli T’enneh as

outlined in bold black on the attached Appendix "A" (the "Asserted Territory").

### **Invitation to Apply for a Non-Replaceable Forest Licence**

2. Forthwith upon the execution of this agreement by the parties, the Minister of Forests (the "Minister") will invite Lheidli T'enneh to apply for a coniferous non-replaceable forest licence (the "Licence") for up to 50 000 cubic meters annually in the Prince George Timber Supply Area under section 47.3 of the *Forest Act* and within the Asserted Territory.
3. Any invitation to apply and any License entered into as a result of an invitation under this agreement is subject to the policies, regulations and statutes of British Columbia as amended from time to time.
4. Any invitation to apply under paragraph 2 of this agreement will:
  - (a) contain terms and conditions required by the Minister, including the requirement that Lheidli T'enneh submit a business plan that is acceptable to the Minister with its application for the licence, and
  - (b) terminate on August 29, 2003 if the Ministry has not received an application from Lheidli T'enneh for a Licence.
5. Any License entered into as a result of an invitation to apply under this agreement:
  - (a) will be for a term of no longer than three years;
  - (b) will not be transferable without the consent of the Minister;
  - (c) will contain other terms and conditions required by law, including the condition that Lheidli T'enneh must comply with this agreement; and,
  - (d) will include such other terms and conditions as may be required by the Regional Manager, including the condition that the harvesting of timber under the Licence will be conducted in accordance with the Provincial Forest Health Strategy for dealing with the Mountain Pine Beetle infestation.
6. The Minister may consider another non-replaceable forest licence opportunity for Lheidli T'enneh in the final year of any licence entered into as a result of the invitation to apply under this agreement.

### **Invitation to apply for a Community Forest Pilot Agreement**

7. After approval of an Agreement-in-Principle among Canada, British Columbia and Lheidli T'enneh under the British Columbia treaty process, the

Minister will invite Lheidli T'enneh to apply for a deciduous leading harvest area-based community forest pilot agreement ("CFPA") under section 43.5 of the *Forest Act*. The CFPA will be in the Prince George Timber Supply Area and within the Asserted Territory.

8. Any invitation to apply under paragraph 7 of this agreement will terminate 12 months after the date of the invitation if the Ministry has not received an application from Lheidli T'enneh for a CFPA.
9. Any invitation to apply, or any CFPA entered into as a result of an invitation under this agreement is subject to the policies, regulations and statutes of British Columbia as amended from time to time.
10. Any invitation to apply under this agreement will contain terms and conditions required by the Minister, including the requirement that Lheidli T'enneh submit a business plan that is acceptable to the Minister with its application for the CFPA.

### **Consultation**

11. In consideration of the Minister's invitation to apply under this agreement:
  - (a) Subject to paragraph 11(b), Lheidli T'enneh will upon reasonable notice and in a timely manner, share reasonably necessary information and consult on forest and range decisions and activities with:
    - (i) the Ministry of Forests;
    - (ii) a holder of an agreement entered into under the *Forest Act* granting the holder a right to harvest Crown timber; and
    - (iii) a holder of an agreement entered into under the *Range Act* granting the holder a right to use or improve Crown range for grazing or cutting hay,within the Asserted Territory;
  - (b) the Parties will negotiate and attempt to reach agreement upon a process for consultation on forest and range decisions and activities within the Asserted Territory, including the Herrick Creek Sacred Area; and
  - (c) Lheidli T'enneh acknowledges that the Provincial Policy for Consultation with First Nations dated October, 2002 and the Ministry of Forests Aboriginal Rights and Title Policy dated June 3, 1999 as each of them may be amended from time to time will be followed by the Ministry of Forests in the absence of a different consultation process

being agreed upon under paragraph 11(b) of this agreement.

### **Stability On Crown Land**

12. In consideration of the Minister's invitations to apply under this agreement, Lheidli T'enneh will not unreasonably interfere with or slow the progress of the timber harvesting, timber harvesting related, grazing, hay cutting, or other economic activities of:

- (i) the Ministry of Forests;
- (ii) a holder of an agreement entered into under the *Forest Act* granting the holder a right to harvest Crown timber; and
- (iii) a holder of an agreement entered into under the *Range Act* granting the holder a right to use or improve Crown range for grazing or cutting hay,

within the Asserted Territory.

### **Dispute Resolution**

13. If a dispute arises between the Ministry of Forests and Lheidli T'enneh regarding the interpretation of a provision of this agreement, or the obligation of a party under this agreement, the parties or their duly appointed representatives will meet forthwith to consider the dispute and may attempt to resolve the dispute.

### **Amendments**

14. Any amendment to the terms and conditions of the agreement must be in writing and duly executed by the parties.

### **Entire Agreement**

15. This agreement and any amendments to it constitute the entire agreement between the parties with respect to the subject matter of the agreement.

### **Term**

16. This agreement will take effect on the date that it is executed by the parties.

17. This agreement will terminate on the occurrence of any of the following events, whichever occurs earliest:

- (a) March 31, 2008, unless extended for a further term on agreement of the parties;

- (b) the effective date of a treaty among Lheidli T'enneh, Canada and British Columbia under the British Columbia treaty process; or
- (c) agreement of the parties to terminate this agreement.

### **Suspension or Cancellation**

- 18. The parties acknowledge that any tenure issued to implement or further this agreement will contain a condition that makes compliance with this agreement a condition of that tenure.

### **Notice**

- 19. 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 delivered, sent by registered mail, or transmitted by facsimile to the address of the other party as set below:

#### **Ministry of Forests**

Deputy Minister  
Ministry of Forests  
PO Box 9525 STN PROV GOVT  
Victoria BC V8W 9C3  
Facsimile (250) 387-7065

#### **Lheidli T'enneh**

Chief Barry Seymour  
1041 Whenun Road  
Prince George BC V2K 5X8  
Facsimile (250) 963-6954

- 20. Subject to paragraph 15, any notice or other communication will be deemed to have been given on the date it is actually received.
- 21. If any notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 22. An address change by either party will be the subject of notice in accordance with this agreement.

### **Counterpart**

23. This agreement may be entered into by each party signing a separate copy of this agreement, and delivering it to the other party by facsimile. Each facsimile will be deemed to be an original for all purposes, and all counterparts taken together will be deemed to constitute one document.

### **Miscellaneous**

24. Nothing in this agreement will be interpreted in a manner that requires the Ministry of Forests to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
25. 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 recognise, affirm, or deny the existence of any aboriginal right, including aboriginal title, or any treaty right.
26. This agreement will not limit the position that a party may take in future negotiations or court proceedings.
27. Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.



