

**Forest Tenure Opportunity Agreement**  
(the "Agreement")

Between:

***Skeetchestn Indian Band***

As represented by  
Chief and Council

And

**Her Majesty the Queen in Right of the Province of British Columbia**  
as represented by the Minister of Forests, Lands and Natural Resource Operations  
("British Columbia")

(collectively the "Parties")

**WHEREAS:**

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Skeetchestn Indian Band have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist the Skeetchestn Indian Band 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 Skeetchestn Indian Band has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Skeetchestn Indian Band community's well-being.
- E. The Skeetchestn Indian Band has Aboriginal Interests within its Traditional Territory and believes that government and industry should respect and accommodate cultural heritage resources.
- F. This Agreement is intended to assist in achieving stability and greater certainty for forest resource development on Crown lands within the Traditional Territory of the Skeetchestn Indian Band 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 the Skeetchestn Indian Band are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. "Aboriginal Interests" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 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 as defined in section 12(1) of the *Forest Act*.
- 1.4. "Licence" means a forest licence or a forestry licence to cut as defined in the *Forest Act*.
- 1.5. "Licensee" means a holder of a forest tenure.
- 1.6. "Licence Area" means an area defined by agreement between the licensee and British Columbia, over which the licensee will have the right to apply for cutting authorities to a specified level of harvest of Crown timber as defined in the *Forest Act*.
- 1.7. "Operating Area" means an area, informally agreed to between licensees who each hold rights to harvest Crown timber within the same Timber Supply Area, in which each licensee will operate in a manner so as to avoid conflict with the other and to assist in meeting each other's needs.
- 1.8. "Representative" means a legal entity that a First Nation has duly appointed to hold their Forest Tenure(s).
- 1.9. "Traditional Territory" means the Skeetchestn Indian Band's claimed or asserted Traditional Territory as shown on bold black on the map attached in Appendix A.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Provide an opportunity for the Skeetchestn Indian Band to identify and pursue socio-economic objectives in its community and, in connection with those objectives, to assist the Skeetchestn Indian Band in achieving progress towards closing socio-economic gaps between the members of Skeetchestn Indian Band and non-Aboriginal people in British Columbia;
- 2.2. Promote and increase First Nations participation in the forest sector by offering a forest tenure opportunity.
- 2.3. Provide an accommodation in respect of potential impacts of forestry decisions and operations within the Traditional Territory on the Skeetchestn Indian Band's Aboriginal Interests.



### 3. Forest Tenure Opportunity

During the term of this Agreement, British Columbia will provide one or more of the following Forest Tenure opportunities to the Skeetchestn Indian Band:

- 3.1. After execution of this Agreement, the District Manager or Regional Manager will invite the Skeetchestn Indian Band, or its Representative, to apply for a Non Replaceable Forest Licence (the "Licence") on a non-competitive basis for up to 31 220 cubic meters annually of bark beetle attacked, burned, wind thrown or other pest damaged timber in the Kamloops Timber Supply Area.
- 3.2. The licence will be for a term of 10 years and the maximum volume that may be available will be up to a total of 312 200 cubic metres over the term.
- 3.3. If the intended holder of the Licence is a legal entity other than the Skeetchestn Indian Band, the Regional Manager or District Manager must be satisfied that the intended holder of the Licence is a person or other legal entity and has been duly appointed by the Skeetchestn Indian Band as its Representative.
- 3.4. The Skeetchestn Indian Band represents that Kenuc'entwec Development Corporation is its duly authorized Representative to manage and/or hold the Licence referred to in section 3.1 of this Agreement on its behalf.
- 3.5. The Licence Area for the Licence referenced in section 3.1 will be located in the Kamloops Timber Supply Area and is outlined on the map attached to this Agreement as Appendix C.
- 3.6. The Licence under section 3.1 of this Agreement will:
  - 3.6.1. be a non-replaceable forest licence as defined under the *Forest Act*;
  - 3.6.2. include other terms and conditions required by law including the condition that the Skeetchestn Indian Band must comply with this Agreement; and,
  - 3.6.3. include other terms and conditions as may be required by the Regional Manager.
- 3.7. 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.
- 3.8. During the term of this Agreement and notwithstanding section 3.7, the Skeetchestn Indian Band agrees that British Columbia has provided to the Skeetchestn Indian Band an accommodation of Skeetchestn Indian Band's Aboriginal Interests in respect of potential impacts of forestry decisions and operations within their Traditional Territory, in the form of the Licence provided for under this Agreement.
- 3.9. 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 3.8 until the Licence expires or is terminated.

#### 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 Skeetchestn Indian Band on what measurable benefits the Skeetchestn Indian Band community has been able to achieve as a result of this Agreement.
- 4.2. The Skeetchestn Indian Band 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. Skeetchestn Indian Band Traditional Territory

- 5.1. The Skeetchestn Indian Band agrees to provide British Columbia with a hard copy map of their Traditional Territory.

#### 6. Economic and Operational Stability within Skeetchestn Indian Band Traditional Territory

- 6.1. Skeetchestn Indian Band will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Skeetchestn Indian Band with provincially authorized forest activities and will work co-operatively with British Columbia to assist in resolving any such matters.

#### 7. Term and Termination

- 7.1. The term of this Agreement is 10 years.
- 7.2. This Agreement will take effect on the date on which the last Party has executed it.
- 7.3. This Agreement will terminate on the occurrence of the earliest of any of the following events:
  - 7.3.1. expiry of its term;
  - 7.3.2. 90 days notice by either Party to the other Party; or
  - 7.3.3. mutual agreement of the Parties.
- 7.4. This Agreement may be terminated by British Columbia if the Licence or any of them issued pursuant to section 3.1 is or are cancelled, surrendered or otherwise terminated under the Forest Act.
- 7.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under section 7.3.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

#### 8. Dispute Resolution

- 8.1. If a dispute arises between British Columbia and the Skeetchestn Indian Band regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed Representatives will meet as soon as is practicable to attempt to resolve the interpretation dispute.



- 8.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Skeetchestn Indian Band.
- 8.3. 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.

## 9. Renewal of the Agreement

- 9.1. 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 Skeetchestn Indian Band will, negotiate a renewal of this Agreement or, where applicable, negotiate a new agreement.

## 10. Amendment of Agreement

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

## 11. Suspension or Cancellation by the Minister

- 11.1. 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 entered into as a result of the invitation to apply under this Agreement, if the Minister or a person authorized by the Minister determines that the Skeetchestn Indian Band is not in compliance with this Agreement.
- 11.2. If this Agreement is terminated in accordance with section 7.3.2 or 7.3.3, the Minister may cancel the Licence issued pursuant to this Agreement.
- 11.3. Prior to contemplating any action referred to in sections 11.1 or 11.2, British Columbia will provide notice to the Skeetchestn Indian Band of any alleged contravention of this Agreement that may lead to the Skeetchestn Indian Band not being in compliance with this Agreement.

## 12. Entire Agreement

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

## 13. Notice

- 13.1. 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.

- 13.2. 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.
- 13.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia	Skeetchestn Indian Band
Deputy Minister	Chief Rick Deneault
Ministry of Forests, Lands, and Natural Resource Operations	Skeetchestn Indian Band
P.O. Box 9525 STN PROV GOVT	PO Box 178
Victoria B.C. V8W 9C3	Savona, B.C. V0E 2J0
Telephone: (250) 356-5012	Telephone: (250) 373-2493
Facsimile: (250) 953-3687	Facsimile: (250) 373-2494

- 13.4. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by 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.

#### 14. Miscellaneous

- 14.1. This Agreement is to be interpreted in a manner consistent with provincial, federal and constitutional law.
- 14.2. 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.
- 14.3. British Columbia acknowledges and enters into this Agreement on the basis that the Skeetchestn Indian Band has Aboriginal Interests within its Traditional Territory but that the specific nature, scope and geographic extent of Skeetchestn Indian Band's Aboriginal Interests have not yet been determined by both parties, and further that broader processes engaged in to bring about reconciliation will eventually result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Skeetchestn Indian Band.
- 14.4. This Agreement does not exclude the Skeetchestn Indian Band from accessing forestry economic opportunities and benefits, which may be available to them, other than those expressly set out in this Agreement.
- 14.5. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 14.6. 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.



Final – March 18, 2011

- 14.7. 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.
- 14.8. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 14.9. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.10. The laws of British Columbia will govern this Agreement.
- 14.11. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Skeetchestn Indian Band.
- 14.12. The appendices to this Agreement form part of the Agreement.

Signed on behalf of:


**Skeetchestn Indian Band**

Chief Rick Deneault

Date:

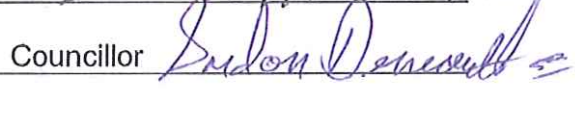
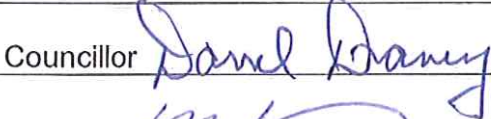


March 22, 2011



Councillor

Councillor



Councillor

Councillor

Witness of Skeetchestn Indian Band  
signatures

Signed on behalf of:

**British Columbia**

Date:



Steve Thomson  
Minister of Forests, Lands, and Natural  
Resource Operations

Aug 8/2011



Witness of Minister signature

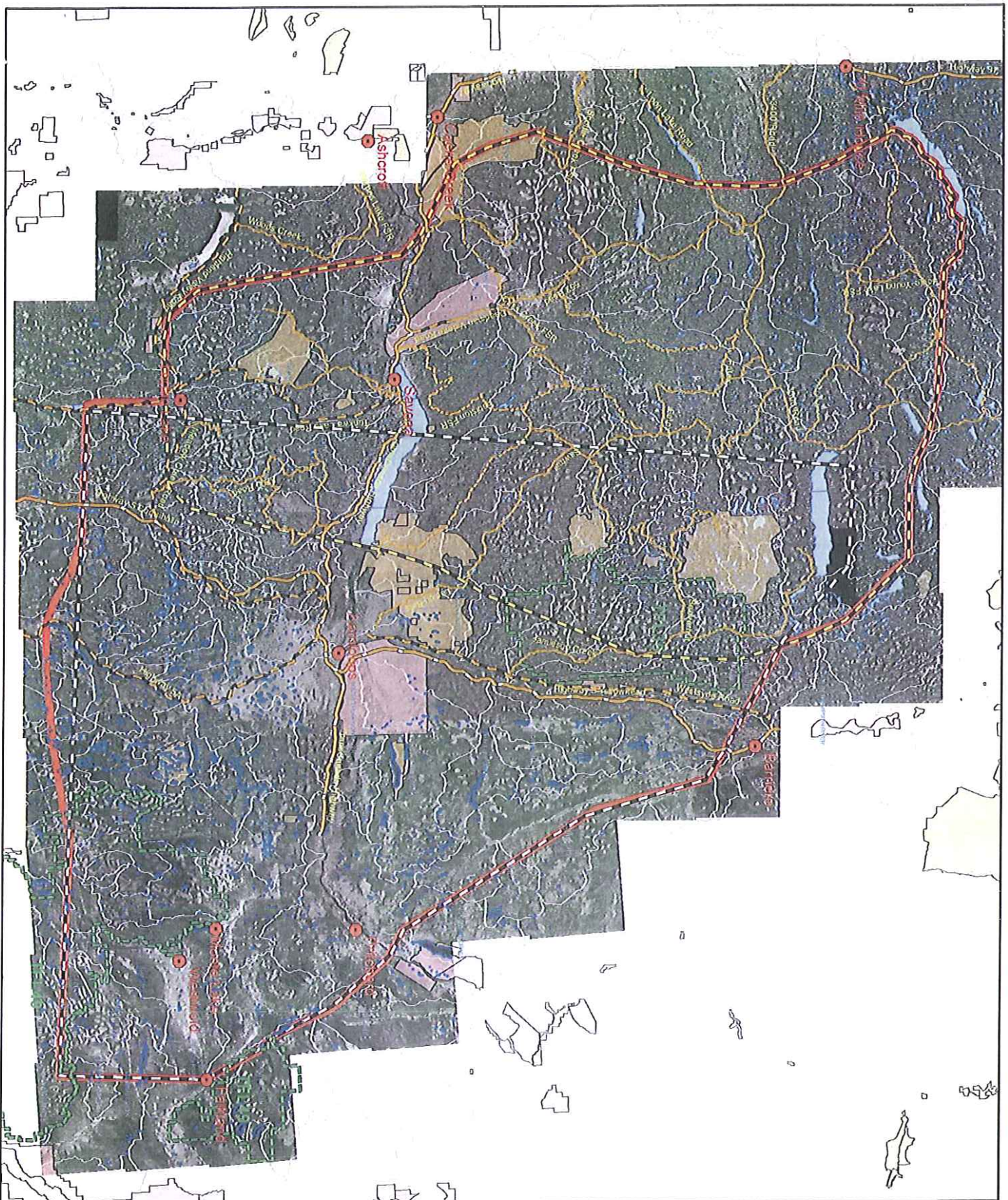
*Final – March 18, 2011*

## **APPENDIX A**

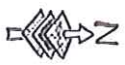
**Map of Kamloops Division Core Territory Boundary Map is to be considered the  
SkIB Traditional Territory**



# SSN Territory

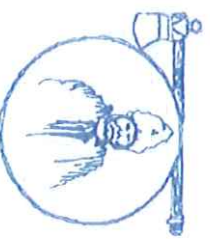


- Legend**
- Cities and Towns
  - Major Roads Skeechestn Territory**
  - All other values
  - TYPE**
  - Major Highway(Paved)
  - Secondary Highway(Paved)
  - Secondary Highway(Dirt)
  - FSR
  - Trl\_Boundaries
  - T16\_Lakes
  - T16\_Territory
  - haz0310\_update\_rev #
  - SSN\_Bdry\_Nov\_20\_2010
  - Parks
  - Skeech TT Lakes
  - Indian Reserves
  - waterford boundaries



0 3 6 12 Kilometers

1:700,000



Skeechestn Indian Band



## APPENDIX B:

*Description and documentation of the entity duly authorized as the Skeetchestn Indian Band's Representative or Alternate to hold and/or manage the Licence*

Kenuc'entwec Development Corporation on behalf of Skeetchestn Indian Band

- (i) Copy attached of band council resolution authorizing that legal entity to be their Representative or authorizing the Alternate to hold the tenure on behalf of the "Skeetchestn Indian Band; and,
- (ii) Copy attached of documentation to verify that the entity is a legally registered corporation, or society (i.e. corporate record information, ownership structure, etc.).

*Not required until Invitation and Application stage.*







NRFL A88945

Area within the KAMLOOPS TSA

**SCHEDULE B**  
Southern Interior Forest Region

The following areas are excluded from the Timber Supply Area:

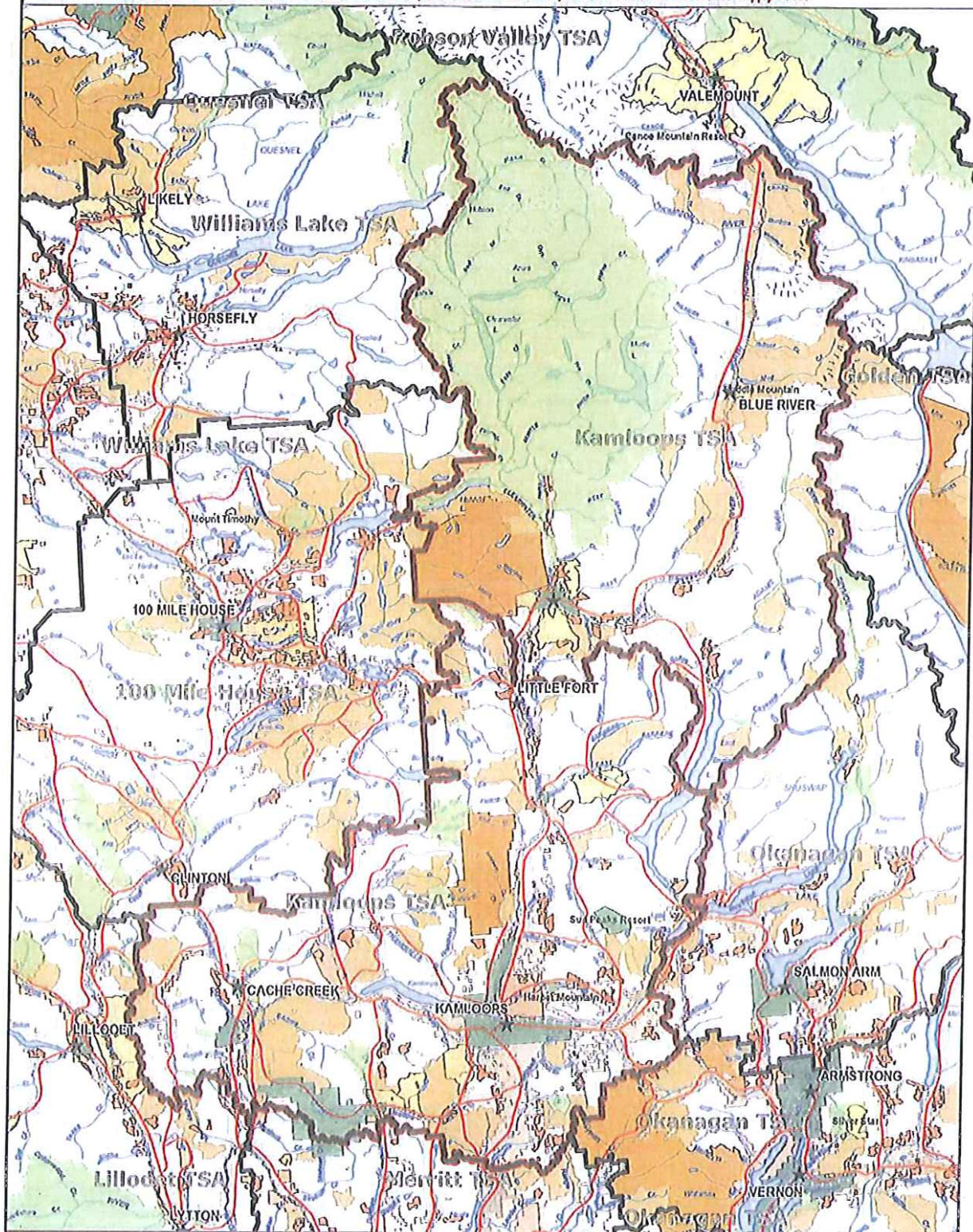
- |                             |                        |
|-----------------------------|------------------------|
| Municipalities              | Private Land (Surface) |
| Community Forest Schedule A | Indian Reserves        |
| Community Forest Schedule B | Tree Farm Licence      |
| Woodlot Schedule B          | Provincial Parks       |
| Woodlot Schedule A          |                        |

- |                    |              |              |                             |
|--------------------|--------------|--------------|-----------------------------|
| Timber Supply Area | Ferry Route  | Road - Local | Controlled Recreation Areas |
| License Area       | Road - Trunk | Bridge       | BCTS Operating Areas        |
| Provincial Parks   | Road - Main  | Rail Line    |                             |

1:950,000

Scaled for 11"x17" paper

\* Note - This map may not show all tenures or other areas which may have restrictions or may be excluded from the Timber Supply Area.



## **APPENDIX C – Kamloops TSA is the Licence Area**