

**Mountain Pine Beetle Agreement**  
**in both the 100 Mile and Williams Lake Timber Supply Areas**  
**(the "Agreement")**

**Between:**

***Williams Lake 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 and Range  
("British Columbia")

**(Collectively the "Parties")**

**WHEREAS:**

- A. 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 ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.
- B. This Agreement is in the spirit and vision of the "New Relationship".
- C. Work is underway regarding the implementation of the New Relationship and this Agreement may need to be amended in the future to reflect the outcomes of that work.
- D. The Williams Lake Indian Band has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.
- E. The Williams Lake Indian Band has Aboriginal Interests within its Traditional Territory.
- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory.

- G. References in this Agreement to Crown Lands are without prejudice to the Williams Lake Indian Band's Aboriginal title and/or rights claims over those lands.
- H. British Columbia intends to consult and to seek an interim accommodation with the Williams Lake Indian Band on proposed forest and/or range resource development activities, which include all operational and administrative decisions that may lead to an infringement of WLIB Aboriginal Interests within the Williams Lake Indian Band Traditional Territory.
- I. The Williams Lake Indian Band intends to participate in any consultation with British Columbia or a Licensee, in relation to proposed forest and/or range resource development activities that may lead to an infringement of WLIB Aboriginal Interests within the Williams Lake Indian Band's Traditional Territory.
- J. British Columbia and the Williams Lake Indian Band have entered into a Forest and Range Opportunity Agreement ["FRO"] to resolve issues relating to forest and/or range resource development within Williams Lake Indian Band's Traditional Territory through negotiation as opposed to litigation where possible.
- K. British Columbia and the Williams Lake Indian Band have not addressed the adverse impact of the Mountain Pine Beetle Uplift decision made by the Minister of Forest and Range ("Minister") in the FRO.
- L. British Columbia and the Williams Lake Indian Band wish to make an agreement to address Interim Accommodation with respect to the Mountain Pine Beetle Uplift decisions within both 100 Mile Timber Supply PRCP and Williams Lake Timber Areas.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 Definitions**

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

- 1.1. "Aboriginal Interests" means aboriginal rights and/or aboriginal title.
- 1.2. "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act* as per 12 (1).
- 1.3. "Traditional Territory" means the Williams Lake Indian Band's Traditional Territory as shown on bold black on the map attached in Appendix A.
- 1.4. "Licensee" means a holder of a Forest Tenure or a Range Tenure.
- 1.5. "Interim Accommodation" means an accommodation provided in this Agreement intended to further the reconciliation of Williams Lake Indian Band's Aboriginal Interests with those of British Columbia in the interim prior to the reconciliation of those Interests in a treaty or any other agreement negotiated outside of the treaty process. Any tenures made under this Agreement by BC reflect present

limitations of the Minister of Forests and Range. It is acknowledged that other accommodations including economic accommodations may be jointly developed by the parties during the term of this Agreement.

**2.0 Purpose**

- 2.1 British Columbia is offering an Interim Accommodation with the Williams Lake Indian Band with respect to the decisions made prior to the date of this Agreement by the Minister on the Mountain Pine Beetle Uplift within the 100 Mile House Timber Supply Area ("100 Mile TSA") and within the Williams Lake Timber Supply Area ("Williams Lake TSA") as a result of temporary mountain pine beetle increases to the Allowable Annual Cuts in the 100 Mile TSA, and the Williams Lake TSA and consequent increased harvest levels which may lead to an infringement of Williams Lake Indian Band's Aboriginal Interests.

**3.0 Forest Tenure**

- 3.1 Upon the execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Williams Lake Indian Band to apply for a non-replaceable forest licence under section 47.3 of the *Forest Act* to harvest a total of up to 75 000 cubic meters of beetle infested timber over a 5 year term within that portion of the Traditional Territory of the Williams Lake Indian Band as identified in black bold in Appendix A in the 100 Mile House Timber Supply Area ["Licence # 1"]
- 3.2 Upon the execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Williams Lake Indian Band to apply for a non-replaceable forest licence under section 47.3 of the *Forest Act* to harvest a total of up to 190 000 cubic meters of beetle infested timber over a 10 year term within that portion of the Traditional Territory of the Williams Lake Indian Band as identified in black bold in Appendix A in the Williams Lake Timber Supply Area ["Licence #2"].
- 3.3 If the intended holder of either Licence is a legal entity other than the Williams Lake Indian Band, this Agreement must include supporting documentation as specified in Appendix B stating that the intended holder has been validly appointed by the Williams Lake Indian Band as its representative.
- 3.4 If during the term of this Agreement a further Mountain Pine Beetle temporary volume allowable annual cut increase becomes available in the 100 Mile House TSA or the Williams Lake TSA, the Parties agree to explore further tenure opportunities in this TSA, in accordance with Section 47.3 of the *Forest Act* and the Minister shall, if further tenure is available, offer a further tenure to Williams Lake Indian Band
- 3.5 The invitations referred to in sections 3.1 and 3.2 will be subject to a condition that prior to making an application for the Licence, the Williams Lake Indian

Band will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the Traditional Territory.

3.7 The Licence(s) entered into as a result of the invitation to apply under this Agreement will:

- a. be for a term of no longer than 5 years within the 100 Mile TSA (Licence #1);
- b. be for a term of no longer than 10 years within the Williams Lake T.S.A. (Licence#2);
- c. contain other terms and conditions required by law, including the condition that Williams Lake Indian Band must comply with this Agreement;
- d. include a term that Williams Lake Indian Band may not dispose of the Licence except in accordance with the *Forest Act*; and,
- e. include other terms and conditions as may be required by the Regional Manager.

3.8 An invitation to apply for a non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement may be consolidated with other non-replaceable forest licenses in accordance with section 19(3)(a) of the *Forest Act*.

3.9 British Columbia acknowledges that the benefits provided through this Agreement are an Interim Accommodation only with respect to the Mountain Pine Beetle uptake in the 100 Mile TSA and the Williams Lake TSA and that broader processes are underway that will assist in determining the appropriate accommodation in respect of the impacts of the mountain pine beetle uplift decisions on the Williams Lake Indian Band's Aboriginal Interests as a result of the forest and range activities occurring on or effecting their Traditional Territory and the resources thereon and their ability to exercise their Aboriginal Interests on that territory.

3.10 The Parties agree that if it is necessary to engage in consultation with respect to any decisions relating to the Mountain Pine Beetle Uplift, the Consultation Protocol appended as schedule "C" to the FRO shall apply to such consultation regarding the Mountain Pine Beetle Uplift and the implementation of this Agreement.

#### **Dispute resolution**

10. If a dispute arises between the British Columbia and the Williams Lake 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 dispute.

11. 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 Williams Lake Indian Band.
12. If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

#### **Amendments**

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

#### **Term**

15. This Agreement will take effect on the date on which the last Party has executed it.
16. This Agreement will terminate on:
  - a. 10 years from the date this Agreement is executed for the Williams Lake TSA (Licence #2); or;
  - b. the mutual agreement of the Parties; or,
  - c. 90 days notice by either Party.
17. Neither party shall terminate this Agreement on the grounds that the other party has challenged an Administrative or Operational Decision by way of legal proceedings.
18. Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 16, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

#### **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 effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other as in this section of the Agreement.
20. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

***Government of British Columbia***

Deputy Minister  
Ministry of Forests and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria, B.C. V8W 9C3  
Telephone: (250) 387-3656  
Facsimile: (250) 953-3687

***Williams Lake Indian Band***

Chief Willie Alphonse Jr. and Council  
Williams Lake Indian Band  
2672 Indian Drive  
Williams Lake, B.C. V2G 5K9  
Telephone: (250) 296-3507/4412  
Facsimile: (250) 296-4750

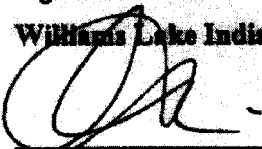
**Miscellaneous**


21. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
22. 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.
23. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
24. This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
25. British Columbia acknowledges and enters into this Agreement on the basis that the Williams Lake Indian Band has Aboriginal Interests within their Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of the Williams Lake Indian Band have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests of the Williams Lake Indian Band.
26. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
27. This Agreement does not address or affect any claims by the Williams Lake Indian Band regarding infringement of its Aboriginal Interests arising from past operational or administrative decisions made previous to the signing of this Agreement.


28. This Agreement and any decisions and or Licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
29. 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.
30. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
31. The applicable laws of British Columbia and Canada shall govern this Agreement.
32. This Agreement is not intended to limit any obligation of forest Licensees or other third parties operating in the Traditional Territory to the Williams Lake Indian Band.
33. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
34. This Agreement does not exclude the Williams Lake Indian Band from accessing forestry economic opportunities and benefits, which may be available, other than those expressly set out in this Agreement.

Signed on behalf of:

Williams Lake Indian Band:

  
\_\_\_\_\_  
Chief

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

Signed on behalf of:

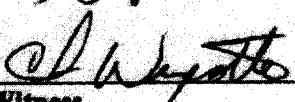
Government of British Columbia


  
\_\_\_\_\_  
Honourable Pat Bell  
Minister of Forests and Range

Date:


Sept 4/08

Witness

  
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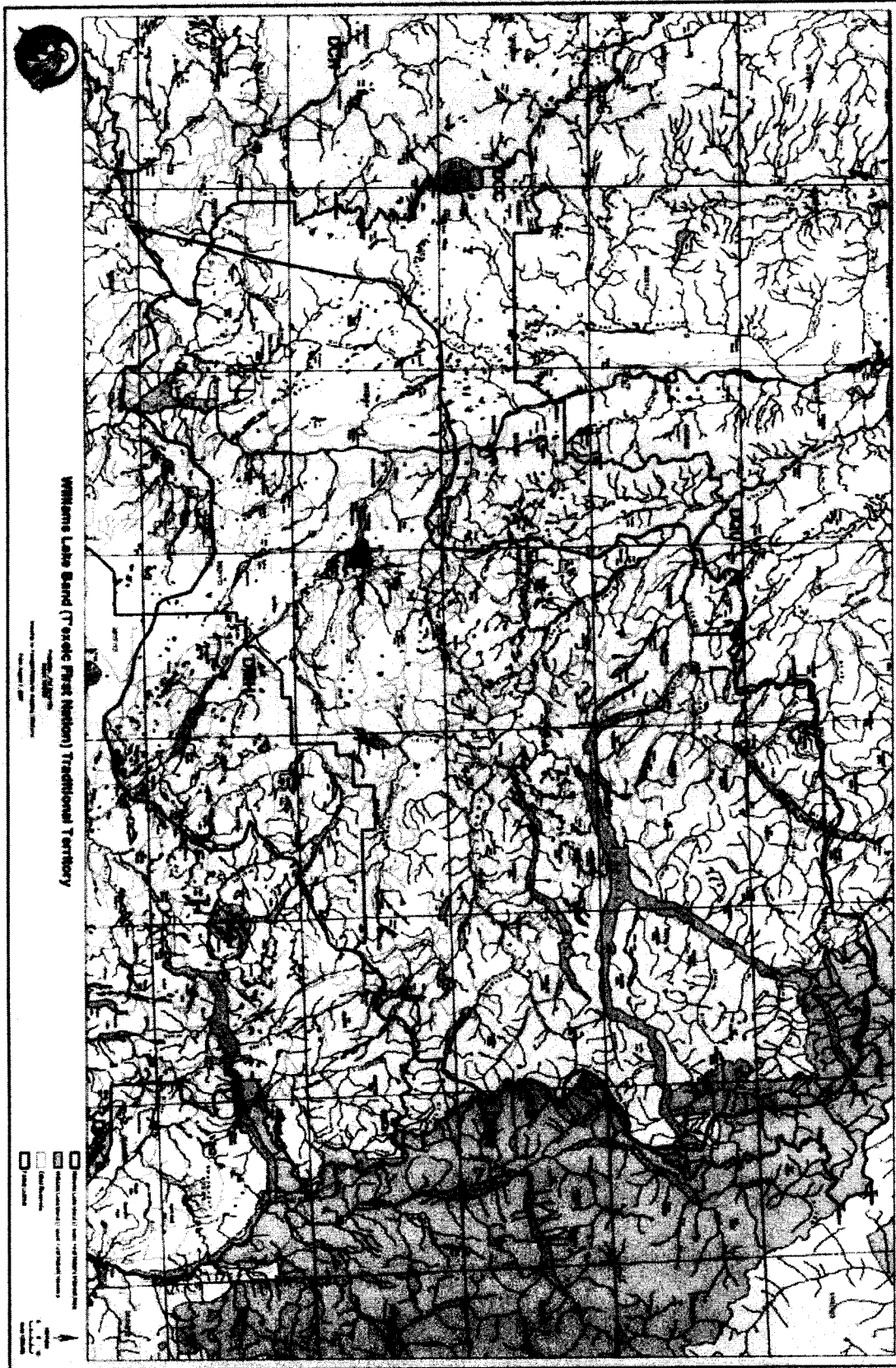
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# APPENDIX A





## **APPENDIX B:**

### ***Description and Documentation pertaining to the Intended Holder of the licence***

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license:

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
- (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence).