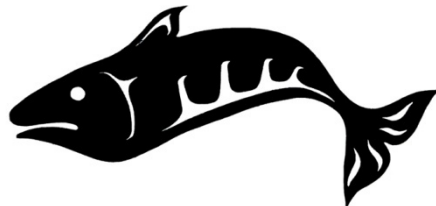


YALE FIRST NATION  
REAL PROPERTY TAX  
CO-ORDINATION  
AGREEMENT



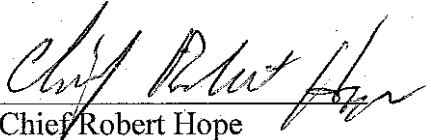
*YALE FIRST NATION*



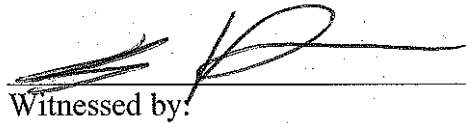
**YALE FIRST NATION  
REAL PROPERTY TAX CO-ORDINATION AGREEMENT**

This page, signed in Yale, British Columbia, this 5<sup>th</sup> day of February, 2010, signifies the intent of the Chief Negotiators for British Columbia and Yale First Nation to recommend that the Yale First Nation Real Property Tax Co-ordination Agreement, as it may be amended, be signed by the Parties.

**FOR YALE FIRST NATION:**



Chief Robert Hope  
Chief Negotiator, Yale First Nation



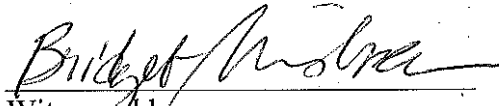
Witnessed by:

Doug Hansen

**FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:**



Mark Lofthouse  
Chief Provincial Negotiator



Witnessed by:

Bridget Minishka

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After Chief Negotiators have signed this page, and before the Real Property Tax Co-ordination Agreement is signed by the Parties, it may be subject to review and amendment by agreement of the Chief Negotiators.

**YALE FIRST NATION  
REAL PROPERTY TAX CO-ORDINATION AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Aboriginal Relations and Reconciliation**

("British Columbia")

**AND**

**YALE FIRST NATION,  
as represented by Yale First Nation Government**

("Yale First Nation")

(collectively the "Parties")

**WHEREAS:**

1. The Parties and Canada have entered into the Yale First Nation Final Agreement;
2. Chapter 21 Taxation of the Yale First Nation Final Agreement provides that the Yale First Nation Government may make laws in respect of direct taxation of Yale First Nation Members within Yale First Nation Land in order to raise revenue for Yale First Nation Government purposes;
3. Chapter 21 Taxation of the Yale First Nation Final Agreement provides that:
  - (a) the Parties may enter into agreements in relation to tax co-ordination and the imposition of tax on persons other than Yale First Nation Members, within Yale First Nation Land; and
  - (b) Yale First Nation Government may make laws in respect of the implementation of such an agreement; and
4. The *Treaty First Nation Taxation Act* provides for the imposing of property taxes on treaty lands;

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement:

**“Agreement”** means this Yale First Nation Real Property Tax Co-ordination Agreement;

**“Non-Member”** means an individual, who has reached the age of majority, is not a Yale First Nation Member and is either:

- (a) a Registered owner of real property on Yale First Nation Land and not ordinarily resident on Yale First Nation Land; or
- (b) ordinarily resident on Yale First Nation Land;

**“Minister”** means the Minister having the responsibility, from time to time, for the exercise of powers in respect of the matter in question and includes any person with authority to act in respect of the matter in question;

**“Provincial Taxing Authority”** means any local or provincial public authority that is authorized under an enactment of British Columbia either to impose Property Taxes, requisition amounts equivalent to Property Taxes or to receive revenue from Property Taxes imposed or collected for it by the Surveyor of Taxes, on Yale First Nation Land;

**“Property Taxes”** means taxes imposed on the basis of:

- (a) the value of land or improvements or both; or
- (b) a single amount for each parcel of land, the taxable area of a parcel of land or the taxable frontage of a parcel land;

**“Registered owner of real property”** means whichever of the following is applicable:

- (a) the owner of a registered estate in fee simple of the property, unless another person holds an interest in the property referred to in subparagraphs (b) to (d);
- (b) the holder of the last registered agreement for sale, unless another person holds an interest in the property referred to in subparagraphs (c) or (d);
- (c) the tenant for life under a registered life interest in the property, unless another person holds an interest in the property referred to in subparagraph (d); or
- (d) the holder of a registered lease of the property for a term of at least 99 years;

**“Yale First Nation Final Agreement”** means the Yale First Nation Final Agreement among Yale First Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of British Columbia;

**“Yale First Nation Land”** means lands that are identified in Appendix B of the Yale First Nation Final Agreement, as amended from time to time;

**“Yale First Nation Member”** means an individual who is enrolled under the Yale First Nation Final Agreement;

**“Yale First Nation Public Institution”** means a Yale First Nation body, board, commission or any other similar entity established in accordance with the Yale First Nation Final Agreement;

**“Yale First Nation Taxation Authority”** means the Yale First Nation Public Institution established in accordance with the Agreement; and

**“Yale First Nation Property Taxation Law”** means a law providing for property taxation on owners or occupiers of Yale First Nation Land pursuant to the Yale First Nation Government’s authority under the Yale First Nation Final Agreement, the *Treaty First Nation Taxation Act* or this Agreement.

## **2.0 COVENANTS BY BRITISH COLUMBIA AND YALE FIRST NATION**

2.1 If a Yale First Nation Member is liable to property taxation under Yale First Nation Property Taxation Laws, that Yale First Nation Member will not be liable to property taxation under the *School Act* or the *Taxation (Rural Area) Act* in respect of Yale First Nation Land if the Yale First Nation Property Taxation Laws:

- (a) provide that provincial enactments applicable to assessment of lands and improvements, including the *Assessment Act* and the *Assessment Authority Act*, apply in respect of the assessment for property taxation under the Yale First Nation Property Taxation Laws;
- (b) provide for property taxes on the same basis as a municipality is authorized to establish under Divisions 1 to 8, Part 7 of the *Community Charter*, with the same requirements, restrictions and obligations as are contained in the provisions in those Divisions;
- (c) exempt the same property as is exempt from taxation under Division 6 (Statutory Exemptions) of Part 7 of the *Community Charter*, with the same requirements, restrictions and obligations as are contained in the provisions in that Division;
- (d) establish in each year a tax rate, on assessable and taxable property on Yale First Nation Land, that is not less than the tax rate set for property in each property class under the *Assessment Act* for property in those classes in that year for tax imposed under the *School Act* applicable to School District No. 78 (Fraser-Cascade); and

- (e) if there is a maximum municipal tax rate established under Provincial Law for any property class under the *Assessment Act*, establish in each year a tax rate for property on Yale First Nation Land in that property class that is not greater than the tax rate determined in accordance with the following formula:

$$A = B + C + D$$

Where

A = the maximum tax rate under a Yale First Nation Property Taxation Law permitted in that year on Yale First Nation Land for that property class;

B = the rate set for that property class for tax under the *School Act* applicable to School District No. 78 (Fraser-Cascade);

C = the rate required to collect the amount to meet Yale First Nation Government's obligation under 2.4 for that property class; and

D = the maximum municipal tax rate established for that property class.

- 2.2 The Yale First Nation Property Taxation Laws may exempt from taxation the property enumerated in Division 7 (Permissive Exemptions) of Part 7 of the *Community Charter* but only with the same requirements, restrictions and obligations as are contained in the provisions in that Division.
- 2.3 Except as otherwise provided under an enactment, Yale First Nation agrees not to exempt any property from taxation except as provided in 2.1 and 2.2 and to tax in accordance with this Agreement.
- 2.4 Yale First Nation agrees to pay any requisition, from a Provincial Taxing Authority having taxing or requisition powers in respect of land or improvements located on Yale First Nation Land, under laws of general application and consistent with the provisions of Chapter 4 Local Government Relations of the Yale First Nation Final Agreement.
- 2.5 The Yale First Nation Government may make property taxation laws in respect of persons, other than Yale First Nation Members, on Yale First Nation Land in order to raise revenue for Yale First Nation purposes if those laws:
- (a) comply with each of the provisions referred to in 2.1 and 2.2;
  - (b) subject to 9.1, do not have the effect of discriminating, on the basis of Yale First Nation membership, between Yale First Nation Members and other persons in the imposition, administration and enforcement of the Yale First Nation Property Taxation Laws; and
  - (c) provide Non-Members with representation in accordance with the requirements for representation under this Agreement.
-

- 2.6 If a person, other than a Yale First Nation Member, is liable to property taxation under Yale First Nation Property Taxation Laws, that person will not be liable to property taxation under the *School Act* or the *Taxation (Rural Area) Act* in respect of Yale First Nation Land.
- 2.7 British Columbia will provide to Yale First Nation the rates set under 119(3) of the *School Act* for School District No. 78 (Fraser-Cascade) on or before the date British Columbia is required under that Act to send a notice of the rates to the collector in each municipality.
- 2.8 The Yale First Nation Government will establish a Yale First Nation Public Institution in accordance with this Agreement and the Yale First Nation Final Agreement hereinafter referred to as the Yale First Nation Taxation Authority.
- 2.9 Any authority of Yale First Nation or the Yale First Nation Government under this Agreement, including the authority to make laws, may be delegated by a Yale First Nation Property Taxation Law to the Yale First Nation Taxation Authority if the delegation and exercise of the delegated authority is in accordance with the Yale First Nation Final Agreement and this Agreement.
- 2.10 Yale First Nation and the Yale First Nation Government will act through the Yale First Nation Taxation Authority in exercising any authority under this Agreement, including the authority to make laws, in respect of property taxation matters that directly and significantly affect Non-Members including the rate of tax, tax exemptions and the expenditure of tax revenues.
- 2.11 The Yale First Nation Taxation Authority will provide Non-Members, or their representatives, with the ability to participate in discussions and vote on property taxation decisions of the Yale First Nation Taxation Authority that directly and significantly affect Non-Members, including the rate of tax, tax exemptions and the expenditure of tax revenues.
- 2.12 The limitation on fines in clause 3.32.2 of Chapter 3 Governance of the Yale First Nation Final Agreement does not apply to a penalty imposed in accordance with the *Treaty First Nation Taxation Act* and this Agreement.
- 2.13 If all or part of the property taxes remain unpaid after the date the property taxes are due to be paid, Yale First Nation will add to the unpaid property taxes for the lands and improvements for the current year a penalty equal to the amount of penalty a municipality must apply under the *Community Charter* on the portion that remains unpaid.

### **3.0 UNIFORMITY OF YALE FIRST NATION PROPERTY TAXATION LAWS**

- 3.1 If this Agreement requires the comparison or consistency of a Yale First Nation Property Taxation Law with any provision of any Provincial Law, consideration of the provision will be with such modifications as are reasonably necessary in the Minister's opinion.

- 3.2 Where, in the opinion of the Minister, the Yale First Nation Property Taxation Laws do not comply with the terms of this Agreement, including that they:
- (a) are not sufficiently uniform as required in 2.1 to 2.7;
  - (b) subject to 9.1, have the effect of discriminating, on the basis of Yale First Nation membership, between Yale First Nation Members and other persons in the imposition, administration and enforcement of the Yale First Nation Property Taxation Laws; or
  - (c) do not provide Non-Members with representation in accordance with the requirements for representation under 2.11,

the Minister will give notice of his or her opinion to the Yale First Nation Government and will specify the amendments and alterations to the Yale First Nation Property Taxation Laws that the Minister considers necessary.

- 3.3 If Yale First Nation disagrees with the opinion of the Minister or with the amendments and alterations that the Minister considers necessary, Yale First Nation may refer the matter to the Dispute Resolution process under 11.1 to 11.8.
- 3.4 Where the disagreement is not resolved under the Dispute Resolution provisions and Yale First Nation fails to correct the matter specified in the notice to the satisfaction of the Minister, the Minister may give a notice to terminate this Agreement.

#### **4.0 AMENDMENTS TO AGREEMENT**

- 4.1 The Parties may amend this Agreement through the exchange of letters between Yale First Nation and the Minister, subject to any necessary approvals, authorizations or legislative requirements.

#### **5.0 NOTICE OF AMENDMENTS OR CONTEMPLATED AMENDMENTS**

- 5.1 Subject to parliamentary convention, British Columbia will make reasonable efforts to give Yale First Nation notice of any amendments or contemplated amendments to enactments which would affect the obligations of Yale First Nation under this Agreement.
- 5.2 British Columbia is not obligated to consult or advise Yale First Nation of any of those amendments or contemplated amendments.



**6.0 RIGHT OF AMENDMENT**

6.1 Nothing in this Agreement will limit or restrict, or be construed as limiting or restricting, British Columbia's right to amend, alter or vary, in such manner as British Columbia may determine, the *Community Charter* or any other enactment.

**7.0 PROVISION OF YALE FIRST NATION PROPERTY TAXATION LAWS**

7.1 Yale First Nation will provide to British Columbia a copy of any Yale First Nation Property Taxation Law and any amendments within 60 days after the law or amendment is enacted.

**8.0 HOME OWNER GRANT**

8.1 No person is entitled to a grant under the *Home Owner Grant Act* in respect of property subject to tax under Yale First Nation Property Taxation Laws.

**9.0 TRANSITIONAL PROVISIONS**

9.1 While the exemption under section 21.5.2 of Chapter 21 Taxation of the Yale First Nation Final Agreement in respect of taxation of property is in effect:

- (a) 2.5(b) will not apply;
- (b) for each year, in respect of each property class under the *Assessment Act*, the rate of tax cannot exceed the aggregate of:
  - (i) the rate set for that property class for tax under the *School Act* applicable to School District No. 78 (Fraser-Cascade),
  - (ii) the rate required to collect the amount to meet Yale First Nation's obligations under 2.4 for that property class,
  - (iii) the rate established by the District of Hope under section 197(1)(a) of the *Community Charter* for that class; and
- (c) Yale First Nation Government will provide in each year to each Non-Member, who is subject to tax in respect of a property under a Yale First Nation Property Taxation Law, a grant equal to the grant the Non-Member would have been eligible for under the *Home Owner Grant Act* if the Non-Member had been taxable under the *School Act* for that year in respect of that property.

9.2 Nothing in this Agreement contemplates the termination of the exemption under section 21.5.2 of Chapter 21 Taxation of the Yale First Nation Final Agreement in relation to taxation under this Agreement by the Yale First Nation.

**10.0 IMPLEMENTATION**

10.1 British Columbia and Yale First Nation will identify the actions required to give effect to the provisions of this Agreement in an efficient manner, taking into account the effective date of the Yale First Nation Final Agreement, the dates provided for in legislation governing assessment and taxation, implementation costs and other matters.

**11.0 DISPUTE RESOLUTION**

11.1 The Parties desire and expect that most disagreements will be resolved by informal discussion without the necessity of invoking a dispute resolution mechanism and will act in good faith in attempting to reach a resolution.

11.2 In the event of a dispute between the Parties arising under this Agreement is not resolved by informal discussion, they will use the procedures set out in 11.3 to 11.6 before pursuing any other remedy.

11.3 Within 30 days of a Party receiving notice from the other that it is invoking this dispute resolution process, they will meet and attempt to settle the dispute.

11.4 If, within 60 days after the first meeting referred to in 11.3, the Parties fail to resolve the dispute, they will submit the dispute to mediation and equally bear the cost of mediation.

11.5 The Parties will jointly select a mediator but if, after 30 days, they are unable to agree on the choice of mediator, they will submit the matter of choosing a mediator to a judge of the Supreme Court of British Columbia who will be asked to choose a mediator.

11.6 The Parties will participate in the mediation process for a period of 60 days.

11.7 The Parties may agree to time periods other than those referred to in 11.3 to 11.6

11.8 The Parties may agree to use any of the provisions of Chapter 24 Dispute Resolution of the Yale First Nation Final Agreement.

**12.0 TERM OF THIS AGREEMENT**

12.1 The term of this Agreement:

- (a) begins on the Effective Date or such other date as agreed to by the Parties; and
- (b) terminates on a date agreed to by the Parties or, if there is no such agreement, on December 31 of the year following the year in which the notice to terminate is given by either party.

12.2 At the request of Yale First Nation, British Columbia and Yale First Nation will negotiate and attempt to reach agreement respecting the ability of Yale First Nation to use revenues raised pursuant to 2.5 of this Agreement as security for incurring liability by borrowing for any purpose of a capital nature.

12.3 Any agreement under 12.2 may include provisions for:

- (a) the approval of the majority of persons who are subject to Yale First Nation Property Taxation Law or an alternate test as agreed by the Parties;
- (b) the purpose of borrowing;
- (c) the term of the liability;
- (d) the level of debt;
- (e) the extent to which the Yale First Nation Property Taxation Law pursuant to 2.5 may continue in effect after the termination of this Agreement in order to service the debt;
- (f) prescribe limits on tax rates for all persons on Yale First Nation Lands for the provincial taxes referred to in 2.6 during the term of the liability, taking into account the total property taxes paid during and after the end of this Agreement and the level of taxation required to service the debt; and
- (g) the extent to which other matters referred to in this Agreement may need to be considered in order to service the debt, if this Agreement is terminated before the debt is repaid.

12.4 The termination of this Agreement will not affect the rights, obligations or liabilities that British Columbia, Yale First Nation, Yale First Nation Members or other persons each had before the termination of the Agreement.

### **13.0 AMENDMENT AND REVIEW**

13.1 Any amendment to this Agreement must be in writing and executed by both Parties.

13.2 The Parties will review this Agreement no later than 11 years after the Effective Date, and may amend this Agreement if each Party agrees.

13.3 In addition to the review under 13.2, either Party may at any time request the other Party to review this Agreement and to consider amendments to the Agreement and the other Party will not unreasonably withhold consent to the review.

13.4 Nothing in 13.2 and 13.3 requires either Party to agree to amend this Agreement.

**14.0 NO IMPLIED WAIVER**

- 14.1 No term or condition of this Agreement, or performance by a Party of a covenant under this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.
- 14.2 No written waiver of a term of condition of this Agreement, of performance by a Party of a covenant under this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

**15.0 NOT A TREATY OR LAND CLAIMS AGREEMENT**

- 15.1 This Agreement is not a treaty or a land claims agreement and does not create, recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**16.0 FURTHER ASSURANCES**

- 16.1 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

**17.0 INTERPRETATION**

- 17.1 In this Agreement:
- (a) headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
  - (b) a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it; and
  - (c) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

**18.0 GOVERNING LAW**

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

**19.0 TIME OF THE ESSENCE**

19.1 Time is of the essence in this Agreement.

**20.0 ENUREMENT**

20.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

**21.0 NO ASSIGNMENT**

21.1 This Agreement may not be assigned, either in whole or in part, by any Party.

**22.0 NOTICES**

22.1 In 22.2 to 22.7, “Communication” includes a notice, document, request, approval, authorization, confirmation or consent.

22.2 A Communication must be in writing and be:

- (a) delivered personally or by courier;
- (b) transmitted by fax or email; or
- (c) mailed by any method for which confirmation of delivery is provided.

22.3 A Communication is considered to have been given, made, or delivered and received:

- (a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- (b) if sent by fax or email and the sender receives confirmation of the transmission, at the start of business on the business day next following the day on which it was transmitted; or
- (c) if mailed by any method for which for which confirmation of delivery is provided, when receipt is acknowledged by the addressee.

22.4 In addition to 22.2 and 22.3, the Parties may agree to give, make, or deliver a Communication by means other than those provided in 22.3.

22.5 The Parties will provide to each other addresses for delivery of Communications under this Agreement, and will deliver a Communication to the address provided by each Party.

22.6 If no other address for delivery of a particular Communication has been provided by a Party, a Communication will be delivered, mailed to the address, or transmitted to the fax number, of the intended recipient as set out below:

<b>For:</b>	<b>British Columbia</b>
Attention:	Minister of Aboriginal Relations and Reconciliation
Personal or courier delivery:	Parliament Buildings Victoria, British Columbia
Facsimile transmission:	(250) 953-4856
Postal delivery:	PO Box 9051 STN PROV GOVT Victoria, British Columbia V8W 9E2

<b>For:</b>	<b>Yale First Nation</b>
Attention:	
Facsimile transmission:	<hr/> (604) 863-2467
Postal Delivery	PO Box 1869 Hope, British Columbia V0X 1L0

**23.0 EXECUTION IN COUNTERPARTS**

23.1 This Agreement may be executed in counterparts and by facsimile. Each signature will be deemed to be an original signature and all executed documents together will constitute one and the same document.

THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the day and year first above written.

EXECUTED in the presence of

) HER MAJESTY THE QUEEN  
) IN RIGHT OF THE PROVINCE  
) OF BRITISH COLUMBIA  
) as represented by the Minister of  
) Aboriginal Relations and  
) Reconciliation

)  
)  
)  
)  
)  
)

\_\_\_\_\_  
As to the authorized signatory for the  
Minister of Aboriginal Relations  
and Reconciliation

) \_\_\_\_\_  
) Per duly authorized signatory

EXECUTED in the presence of

) YALE FIRST NATION  
) as represented by Yale First  
) Nation Government or  
) duly authorized signatory

)  
)  
)  
)  
)

\_\_\_\_\_  
As to the signature of

) \_\_\_\_\_  
) Per: duly authorized signatory