

**Mountain Pine Beetle Agreement**  
(the "Agreement")

**Between:**  
**Canim 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  
(the "Government of British Columbia")

(collectively the "Parties")

MINISTRY OF FORESTS  
CENTRAL CARIBOO REGION

AUG 10 2007

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**Whereas:**

- The Canim Lake Indian Band signed a Forest and Range Opportunity Agreement (FRO) with the Government of British Columbia on July 25<sup>th</sup>, 2006. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRO.
- Mountain pine beetle allowable annual cut increases in the 100 Mile House Timber Supply Area have lead to increased harvesting activity and potential impacts on Canim Lake Indian Band aboriginal rights and/or title.
- The Government of British Columbia wishes to support economic opportunities for the Canim Lake Indian Band.

**Purpose**

1. The purposes of this Agreement are to:
  - a. increase the participation of the Canim Lake Indian Band in the forest sector; and,
  - b. provide an economic opportunity by inviting the Canim Lake Indian Band to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the 100 Mile House Timber Supply Area, in a manner linked to the FRO and as set out in this Agreement.

**Therefore the Parties agree as follows.**

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Canim Lake Indian Band to apply for a non-replaceable forest licence (the Licence) under section 47.3 of the *Forest Act* to harvest a total of up to 115 000 cubic meters of beetle infested timber over a 5 year term

within the traditional territory of the Canim Lake Indian Band as identified in black bold in Appendix A in the 100 Mile House Timber Supply Area.

3. The invitation will be subject to a condition that prior to making an application for the Licence, the Canim 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 of the Canim Lake Indian Band.
4. 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 as determined by the Minister;
  - b. contain other terms and conditions required by law, including the condition that the Canim Lake Indian Band must comply with this Agreement and with the FRO;
  - c. include a term that Canim Lake Indian Band may not dispose of the Licence except in accordance with the *Forest Act*; and
  - d. include other terms and conditions as may be required by the Regional Manager.
5. 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*.

### **Consultation**

6. The Parties agree to participate in consultation regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the 100 Mile House TSA, as set out in section 4.0 of the FRO.
7. During the term of this Agreement, and subject to the terms and intent of this Agreement being met and adhered to by the Government of British Columbia, the Canim Lake Indian Band agrees that the Government of British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Canim Lake Indian Band aboriginal title and/or rights resulting from operational plans and administrative decisions pertaining to increases in harvest levels to address the mountain pine beetle epidemic in the 100 Mile House TSA, as an interim measure.

### **Dispute Resolution**

8. If a dispute arises between the Government of British Columbia and the Canim Lake Indian Band regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in the FRO.

## **Amendments**

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

## **Term**

11. This Agreement will take effect on the date on which the last Party has executed it.
12. This Agreement will terminate on the occurrence of the earliest of any of the following events:
  - a. 5 years from the date this Agreement is executed; or
  - b. the mutual agreement of the Parties, or
  - c. upon 90 days written notice by either of the Parties.
13. If the FRO is terminated, the consultation processes that were set out in section 4.0 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and for the purposes of this Agreement.
14. The Government of British Columbia will not terminate this Agreement on the grounds that the Canim Lake Indian Band has challenged an Administrative or Operational Decision by way of legal proceedings.

## **Notice**

15. All of the provisions set out in the Notice section of the FRO apply to this Agreement.

**Miscellaneous**

16. All of the provisions set out in the Miscellaneous section of the FRO apply to this Agreement.

**Signed on behalf of:**

**Canim Lake Indian Band:**

Date: August 2, 2007

Michael Archie  
**Chief Michael Archie**

[Signature]  
Witness

**Councillors**

**Signature:**

**Print name:**

[Signature]  
[Signature]  
   
 

Don Dixon  
Edward Dixon Jr  
   
 

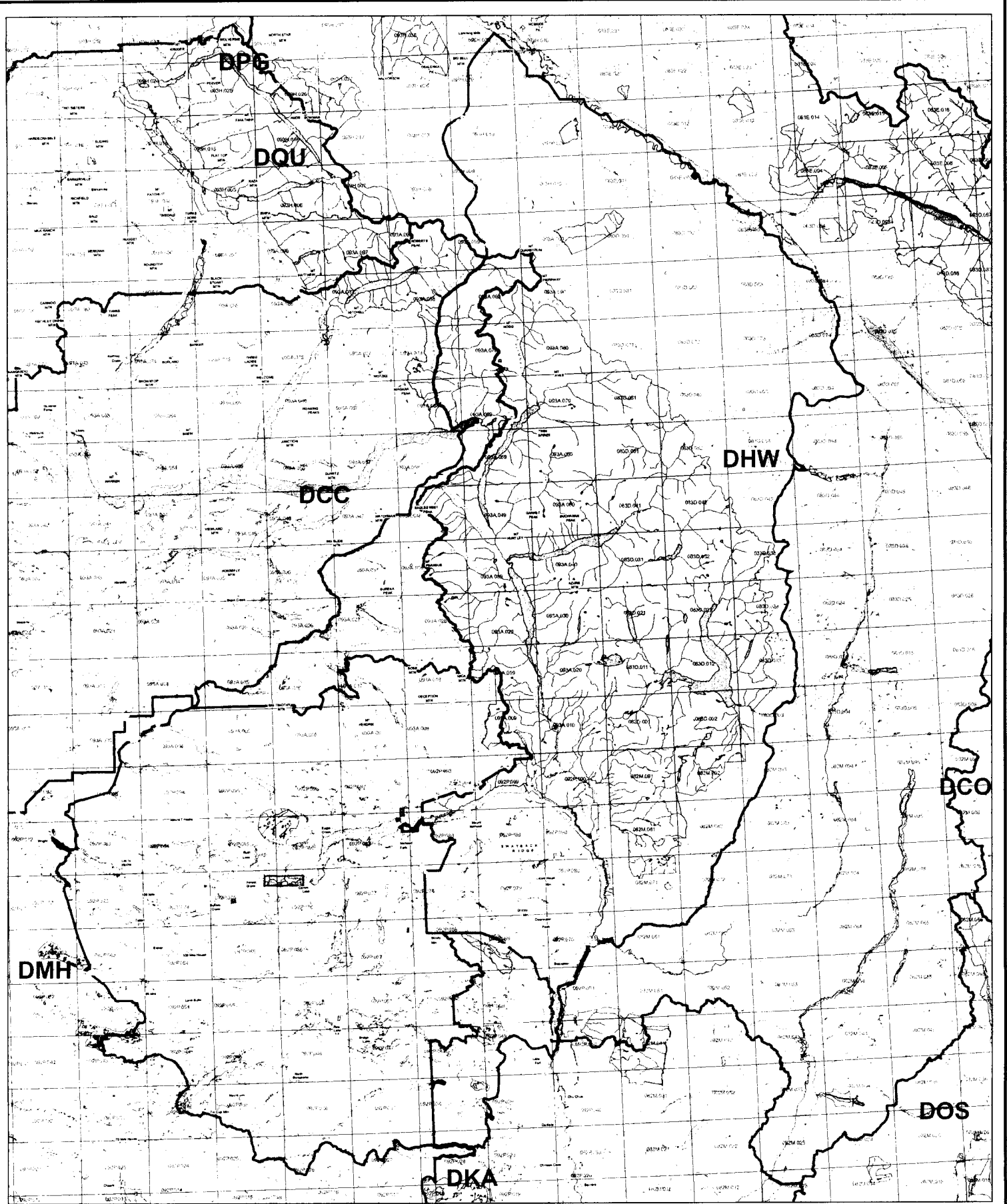
Signed on behalf of:  
**Government of British Columbia**

Date: SEP 13 2007

[Signature]  
**Honourable Rich Coleman**  
**Minister of Forests and Range**

[Signature]  
Witness

# APPENDIX A






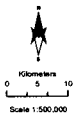
## Canim Lake Band Traditional Territory

Projection: UTM Zone 10N  
Datum: NAD83

Mapping by: Paragon Resource Mapping (2004) Inc.

Date: August 2, 2007

-  Canim Lake Band Interest Area
-  Canim Lake Band Reserve
-  Other Reserves
-  Forest District



**APPENDIX B:**

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

**Applicant for the license: Canim Lake Indian Band**