

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

**Between:**

**Ktunaxa Nation Council**

As represented by

Chief Cheryl Casimer, St Mary's Band and Council

Chief Mary Mahseelah, Tobacco Plains Band and Council

Chief Lorne Shovar, Akisq'nuk First Nation and Council

Chief Christopher Luke, Lower Kootenay Indian Band and Council

Each of which Band is a Party to this Agreement, but which are collectively represented by the  
Ktunaxa Nation Council  
(the "KNC")

**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")

**Whereas:**

- The Ktunaxa Nation Council (KNC), being an organization representing the Bands above-written, signed a Forest and Range Opportunity Agreement (FRO) with the Government of British Columbia in June 2006. This Agreement is a short-term additional forestry economic opportunity and does not supersede or alter the FRO.
- Volumes are being made available in the Cranbrook Timber Supply Area (TSA) to deal with stands at risk from mountain pine beetle in the TSA.
- The Government of British Columbia wishes to support economic opportunities for the KNC.

**Purpose**

1. The purposes of this Agreement are to:
  - a. increase the participation of the KNC in the forest sector; and,
  - b. provide an economic opportunity by inviting the KNC or delegated authority to apply for a non-competitive, non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Cranbrook TSA, in a manner linked to the KNC 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 KNC or delegated authority to apply for a non-replaceable forest licence (the Licence) under section 47.3 of the *Forest Act* to harvest a total of 76,834 cubic meters of susceptible and/or infested timber over a five year term within the Cranbrook TSA. Specific operating areas and stand restrictions will be designated within the Licence.
3. The invitation will be subject to a condition that prior to making an application for the Licence, KNC or delegated authority will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify priority operating areas of susceptible and/or infested timber in the Cranbrook TSA within the traditional territory of the KNC.
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 five years as determined by the Minister;
  - b. contain other terms and conditions required by law, including the condition that the KNC must comply with this Agreement and with the FRO;
  - c. include a term that KNC 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, following consultation with KNC and the licence holder.
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 licences of similar stand eligibility, in accordance with section 19(3)(a) of the *Forest Act*.

**Consultation**

6. During the term of this Agreement, and subject to the Licence being awarded and the terms and intent of this Agreement being met and adhered to by the Government of British Columbia, the KNC agrees that the Government of British Columbia will have provided an Interim Accommodation, with respect to the economic component of potential infringements of the Ktunaxa Nation's Aboriginal Interests resulting from the approval of Operational Plans and other Administrative Decisions pertaining to increases in harvest levels to address stands at risk from mountain pine beetle in the Cranbrook TSA.
7. The Parties agree to participate in consultation in a timely manner regarding forestry Operational Plans and Administrative Decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle risk,

infestation and forest health issues in the Cranbrook TSA, as referred to in Section 4 of the KNC FRO.

### **Dispute Resolution**

8. If a dispute arises between the Government of British Columbia and KNC regarding the interpretation of a provision of this Agreement, the Parties will follow the dispute resolution process set out in the FRO, regardless of whether or not the FRO has been terminated.

### **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. five 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 during the term of this Agreement, the Parties shall decide if this Agreement should be amended to include the consultation processes referred to in section 4.0 of the FRO.
14. The Government of British Columbia will not terminate this Agreement on the grounds that the KNC has challenged an Administrative Decision 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**

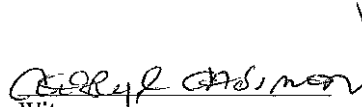
16. All of the provisions set out in the Miscellaneous section of the FRO apply to this Agreement.

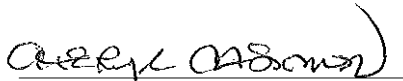
17. The definitions set out in the FRO apply to this Agreement.

Signed on behalf of:  
Ktunaxa Nation Council

Date: August 5, 2010

  
Kathryn Teneese  
Tribal Chair


  
Witness

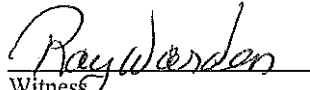
  
Chief Cheryl Casimér  
St. Mary's Bands


  
Witness


  
Chief Mary Mahseelah  
Tobacco Plains Indian Band

  
Witness

  
Chief Lorne Shovar  
Akisq'nuk First Nation

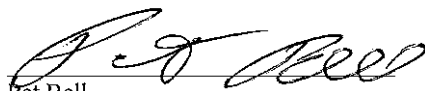
  
Witness

  
Chief Christopher Luke  
Lower Kootenay Indian Band

  
Witness

Signed on behalf of:  
Government of British Columbia

Date: SEPT 24, 2010

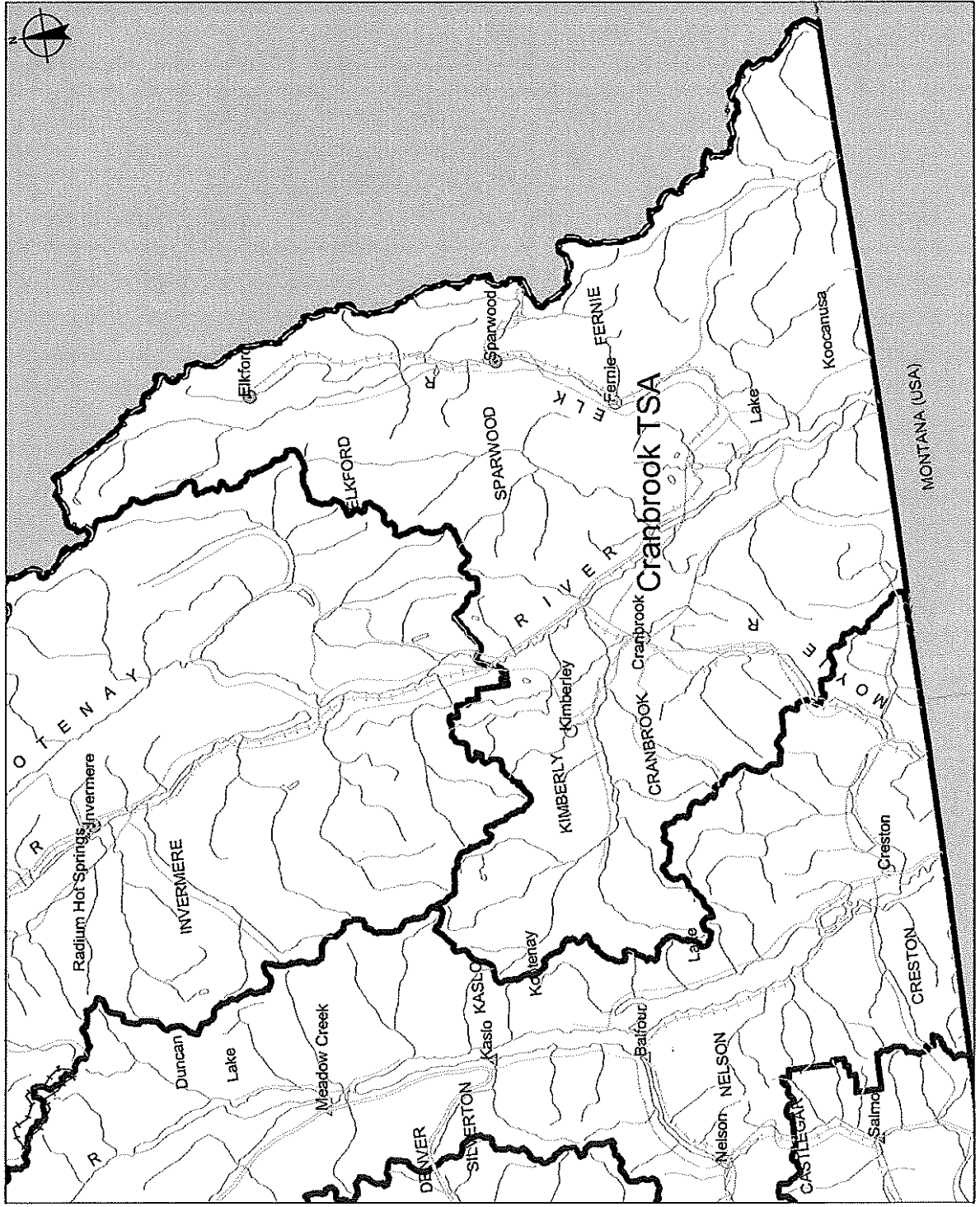
  
Pat Bell  
Minister of Forests and Range

  
Witness

**Appendix A:**

**Map of the Ktunaxa Nation Council Area of Interest in the  
Cranbrook Forest District**

**Description:** Ktunaxa Nation Area of Interest  
**Location:** Cranbrook TSA



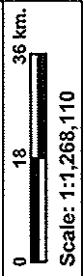
**Location Map**

Submitting Agency:  
MFR

Date: 2010-07-14

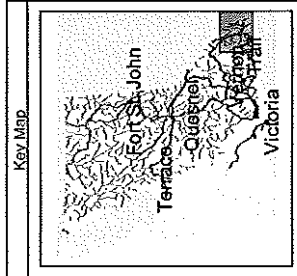
**Legend**

- (1:2,000,000) Provincial Boundary
- Boundary (International)
- (1:2,000,000) Water - Rivers, Creeks, Shorelines, etc.
- River or Stream - Delta
- River or Stream - Left Bank
- River or Stream - Right Bank
- Dam
- Lake - Outline
- Island - Outline
- Coastline - Delta
- (1:2,000,000) Transportation - Roads, Railroads, etc.
- Road - Main
- Ferry Route
- Road - Trunk
- Road - Local
- Bridge
- Rail Line
- (1:2,000,000) Major Cities
- District Municipality
- Village
- City
- Village - Unincorporated
- Town
- (1:2,000,000) Map Text -



**NOTE:**  
 Map produced using Map BC online.  
 FOR GENERAL REFERENCE ONLY.  
 The accuracy and completeness of the information on this map is not guaranteed. Not for navigational purposes.

Data/Projection: NAD83, Albers Equal Area Conic



# Yaqaḥ Hankatiḥiki na ḥamak

Figure 11: Base Map of the Ktunaxa Nation Traditional Territory



### Legend

- Ktunaxa Nation Traditional Territory in BC (Statement of Intent Area)
- Native Reserves
- Municipalities
- Provincial and Federal Parks
- Major Highways



## KNC Resolution

Whereas the Province has confirmed its willingness to invite KNC to apply for a non-competitive, non-replaceable forest licence to harvest a total of 76,834 cubic metres of susceptible and/or infested timber over a five year term in the Cranbrook TSA to assist the Province in the management of the mountain pine beetle.

Whereas KNC desires to share the total volume provided among Akisq'nuk First Nation, St. Mary's Indian Band and Tobacco Plains Indian Band.

Therefore be it resolved that in connection a total volume of up to 76,834 cubic metres of timber:

- KNC herewith elects to appoint Aq'am Development Corporation, a legal entity, registered to do business in British Columbia, as its representative to be invited to apply for a non-replaceable Forest Licence (the "Licence") to harvest up to 29,517 cubic metres of susceptible and/or infested timber over a five year term in the Cranbrook TSA.
- KNC herewith elects to appoint Akisqnuknik Development Corporation, a legal entity, registered to do business in British Columbia, as its representative to be invited to apply for a non-replaceable Forest Licence (the "Licence") to harvest up to 26,124 cubic metres of susceptible and/or infested timber over a five year term in the Cranbrook TSA.
- KNC herewith elects to appoint Tobacco Plains Indian Band, a legal entity, registered to do business in British Columbia, as its representative to be invited to apply for a non-replaceable Forest Licence (the "Licence") to harvest up to 21,193 cubic metres of susceptible and/or infested timber over a five year term in the Cranbrook TSA.

KNC acknowledges that all future decisions regarding the timber volumes and the Licence(s) will be made by the representative(s) and future communication and administration regarding the timber volumes and the Licence will be with the representative(s).

KNC acknowledges it remains responsible for its obligations under the enabling interim Forest and Range Opportunities Agreement and Mountain Pine Beetle Agreement, and the representative(s) acknowledge and accept that the Licence(s) may be cancelled if KNC is in default of their interim agreement requirements.

Signed on behalf of:

Date: August 5, 2016

**Ktunaxa Nation Council**

Kathryn Teneese  
Kathryn Teneese  
Tribal Chair

Allye Casimer  
Witness

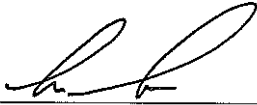
Allye Casimer  
Chief Cheryl Casimer  
St. Mary's Bands

Kathryn Teneese  
Witness

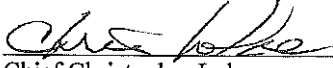
Mary Mahseelah  
Chief Mary Mahseelah  
Tobacco Plains Indian Band

Ray Warden  
Witness





Chief Lorne Shovar  
Akisq'nuk First Nation



Chief Christopher Luke  
Lower Kootenay Indian Band



Witness



Witness