

**Nee Tahí Buhn Indian Band
Forest and Range Agreement
(the "Agreement")**

**Between:
Nee Tahí Buhn Indian Band**

**As represented by Chief Raymond Morris and Council
(the "Nee Tahí Buhn Indian Band")**

And

**Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests
(the "Government of British Columbia")**

(collectively the "Parties")

Whereas:

- **The Nee Tahí Buhn Indian Band has Aboriginal Interests within its Traditional Territory.**
- **The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development activities and related economic benefits arising from this development within the Traditional Territory.**
- **The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek workable accommodation with the Nee Tahí Buhn Indian Band on forest and/or range resource development activities proposed within the Traditional Territory that may lead to the infringement of the Nee Tahí Buhn Indian Band's Aboriginal Interests.**
- **Nee Tahí Buhn Indian Band has a responsibility to participate in any consultation initiated by the Government of British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Traditional Territory, that may lead to an infringement of Nee Tahí Buhn Indian Band's Aboriginal Interests.**
- **The Parties have an interest in seeking workable interim accommodation of Nee Tahí Buhn Indian Band's Aboriginal Interests where forest and/or range resource development activities are proposed within the Traditional Territory that may lead to the infringement of Nee Tahí Buhn Indian Band's Aboriginal Interests.**

- **The Government of British Columbia and the Nee Tahi Buhn Indian Band wish to resolve issues relating to forest and/or range resource development activities where possible through negotiation as opposed to litigation.**

Therefore the Parties agree as follows:

1.0 Definitions

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

- 1.1 “Aboriginal Interests” means asserted and/or proven aboriginal rights and/or aboriginal title.**
- 1.2 “Administrative Decision” means one or more of the following decisions made by a person under forestry legislation:**
 - **the decision setting or varying the Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;**
 - **the issuance, consolidation, subdivision or amendment of a Forest Tenure or a Range Tenure;**
 - **the adjustment of Animal Unit Month to a Range Tenure;**
 - **the replacement or extension of a Forest Tenure or a Range Tenure;**
 - **the transfer or change of control of a Forest Tenure or a Range Tenure, including any associated reductions to Forest Tenure AAC and exchange of rights between or among tenure holders;**
 - **the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;**
 - **the conversion of a Timber Sale Licence or Timber Licence to another form of Forest Tenure;**
 - **the issuance of a Special Use Permit; and,**
 - **the establishment of a interpretative forest site, recreation site and/or recreation trail.**
- 1.3 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.**
- 1.4 “Licensee” means a holder of a Forest Tenure or a Range Tenure.**
- 1.5 “Operational Decision” means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Forest Stewardship Plan, a Woodlot Licence Plan, a Range Use Plan or a Range Stewardship Plan that has an effect in the Traditional Territory.**

- 1.6 **“Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, a Woodlot Licence Plan, a Range Use Plan, or a Range Stewardship Plan that has an effect in the Traditional Territory.**
- 1.7 **“Range Tenure” means an agreement granting rights over Crown range as defined in the *Range Act*.**
- 1.8 **“Response Period” means a period of up to 60 days from initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which Nee Tahí Buhn Indian Band is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which Nee Tahí Buhn Indian Band receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations.**
- 1.9 **“Traditional Territory” means the Nee Tahí Buhn Indian Band asserted traditional territory as shown on bold black on the map attached in Appendix A.**

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 **Increase the Nee Tahí Buhn Indian Band’s opportunity for participation in the forest sector.**
- 2.2 **Provide economic benefits to the Nee Tahí Buhn Indian Band through a forest tenure opportunity and/or the sharing of revenues received by the Government of British Columbia from forest resource development activities.**
- 2.3 **Address consultation and to provide an interim workable accommodation as set out in this Agreement, with regard to any infringements of Nee Tahí Buhn Indian Band’s Aboriginal interests that result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Traditional Territory, during the term of this Agreement.**
- 2.4 **Provide a period of stability to forest and/or range resource development activities on Crown lands within the Traditional Territory during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.**

3.0 Economic Benefits to Nee Tahí Buhn Indian Band

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in Sections 4.0 and 5.0 of this Agreement and will provide one or more of the following economic benefits to Nee Tahí Buhn Indian Band to address consultation and to provide an interim workable accommodation, as set out in this Agreement, in respect of any infringements of Nee Tahí Buhn Indian Band's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Traditional Territory.

3.1 Forest Tenure

- 3.1.1 After the execution of this Agreement by the Parties, and after the Minister has determined that sufficient volume of timber is available for disposition to Nee Tahí Buhn Indian Band as a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite Nee Tahí Buhn Indian Band to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 3 729 cubic meters annually in the Lakes Timber Supply Area.**
- 3.1.2 After execution of this Agreement by the Parties, the Minister of Forests will invite the Nee Tahí Buhn Indian Band to apply for a non-replaceable forest license in accordance with Section 47.3 of the *Forest Act* for available volume of 21 271 cubic meters annually in the Lakes Timber Supply Area.**
- 3.1.3 For greater certainty, the maximum volume that may be available under the licence referred to in Section 3.1 will be up to 125 000 cubic meters over 5 years.**
- 3.1.4 If the intended holder of the licence(s) is a legal entity other than the Nee Tahí Buhn Indian Band, this Agreement must include supporting documentation stating that the intended holder has been validly appointed by the Nee Tahí Buhn Indian Band as its representative and that the Nee Tahí Buhn Indian Band holds the controlling interest in that legal entity.**
- 3.1.5 An invitation to apply for a licence (an "invitation") and any licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.**

3.1.6 An invitation will be subject to a condition that prior to Nee Tahi Buhn Indian Band making an application for the licence, the Ministry of Forests will identify potential operating areas for the licence, and the Parties will work together to identify the operating area for the licence from the potential areas identified. If possible, the operating area will be within the Traditional Territory.

3.1.7 A licence entered into as a result of an invitation to apply under Section 3.1 of this Agreement will:

3.1.7.1 be for a term of no longer than 5 years, as determined by the Minister;

3.1.7.2 contain other terms and conditions required by law, including the condition that Nee Tahi Buhn Indian Band must comply with this Agreement; and,

3.1.7.3 include other terms and conditions as may be required by the regional manager including a term that Nee Tahi Buhn Indian Band may not divide, subdivide, transfer, or otherwise dispose of the licence or an interest in the licence.

3.1.8 If the term of the licence entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence may be referenced in and considered to be an economic benefit that addresses consultation and provides an interim workable accommodation in respect of any infringement of Nee Tahi Buhn Indian Band's Aboriginal interests, in any subsequent Forest and Range Agreement between Nee Tahi Buhn Indian Band and the Government of British Columbia, for the purposes described in Section 3.0.

3.1.9 Subject to:

3.1.9.1 the Government of British Columbia and Nee Tahi Buhn Indian Band entering into another interim measures agreement providing for an invitation to apply for a licence; and,

3.1.9.2 the Minister determining that there is sufficient volume of timber available for disposition to Nee Tahi Buhn Indian Band,

the Minister may invite Nee Tahi Buhn Indian Band to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.

3.1 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to Nee Tahi Buhn Indian Band approximately \$62 153 annually for purposes described in Section 3.0.**
- 3.2.2 The funding commitment set out in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.**
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e. ¼) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.**
- 3.2.4 Upon signing of this Agreement, the Nee Tahi Buhn Indian Band will be paid the full revenues for the quarter in which the Agreement is signed with subsequent payments being made at the end of each quarter.**
- 3.2.5 Nee Tahi Buhn Indian Band will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.**
- 3.2.6 Upon request, Nee Tahi Buhn Indian Band will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the Government of British Columbia.**

4.0 Consultation and Accommodation Regarding Operational Plans

- 4.1 The Government of British Columbia agrees to consult with Nee Tahi Buhn Indian Band on Operational Plans that may potentially infringe Nee Tahi Buhn Indian Band's Aboriginal Interests within the Traditional Territory, except for any economic component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.**
- 4.2 During the term of this Agreement, Nee Tahi Buhn Indian Band agrees that the Government of British Columbia has fulfilled its duties to consult and to seek interim workable accommodation with respect to the economic component of potential infringements of Nee Tahi Buhn Indian Band's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make and any forest**

practices or range practices that may be carried out under an Operational Plan in the Traditional Territory.

- 4.3 Nee Tahí Buhn Indian Band agrees to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest development within the Traditional Territory provided to them by the Government of British Columbia, and by Licensees.**
- 4.4 In reviewing and responding to an Operational Plan submitted to them, Nee Tahí Buhn Indian Band will, within the Response Period, provide the Party that supplied the plan to them with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities within the Traditional Territory, other than the economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.**
- 4.5 Upon receiving the response from Nee Tahí Buhn Indian Band as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with Nee Tahí Buhn Indian Band any site specific operational impacts on Nee Tahí Buhn Indian Band's Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.**
- 4.6 If no response is received from Nee Tahí Buhn Indian Band within the Response Period, then the Government of British Columbia may assume that Nee Tahí Buhn Indian Band does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.**
- 4.7 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from Nee Tahí Buhn Indian Band, whether received directly or through a Licensee, and will consider whether concerns identified by Nee Tahí Buhn Indian Band have been addressed.**

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to Nee Tahí Buhn Indian Band on an annual basis a list of all proposed**

Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of Nee Tahi Buhn Indian Band or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to Nee Tahi Buhn Indian Band an updated list.

- 5.2 The Government of British Columbia will meet with Nee Tahi Buhn Indian Band at mutually agreed times throughout the year to provide an opportunity for Nee Tahi Buhn Indian Band to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Traditional Territory.**
- 5.3 The Government of British Columbia will include Nee Tahi Buhn Indian Band in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Lakes Timber Supply Area.**
- 5.4 Nee Tahi Buhn Indian Band agrees to fully participate, within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about their Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.**
- 5.5 The Parties acknowledge that the public Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.**
- 5.6 If after considering the concerns and comments of Nee Tahi Buhn Indian Band, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of Nee Tahi Buhn Indian Band's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.**
- 5.7 The Government of British Columbia will provide a response to Nee Tahi Buhn Indian Band as to how their concerns raised in Section 5.2 have been addressed.**
- 5.8 Nee Tahi Buhn Indian Band agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 and adherence to the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to**

consult and to seek an interim workable accommodation with respect to the economic component of potential infringements of Nee Tahi Buhn Indian Band's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.

5.9 Nee Tahi Buhn Indian Band further agrees that, in consideration of Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and interim workable accommodation process with respect to potential infringements of their Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the economic component of Nee Tahi Buhn Indian Band's Aboriginal Interests .

6.0 Stability for Land and Resource Use

6.1 Nee Tahi Buhn Indian Band will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by Nee Tahi Buhn Indian Band members with provincially authorized activities related to forest and/or range resource development activities including timber harvesting or other forestry economic activities occur.

7.0 Dispute Resolution

7.1 If a dispute arises between the Government of British Columbia and Nee Tahi Buhn 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.

7.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and Nee Tahi Buhn Indian Band.

7.3 The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

8.1 This Agreement will take effect on the date on which the last Party has executed it.

8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:

8.2.1 five years from the date this Agreement is executed; or,

**8.2.2 the coming into effect of a treaty between the Parties;
or,**

8.2.3 the mutual agreement of the Parties; or,

8.2.4 the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0.

8.3 If this Agreement is terminated in accordance with Section 8.2, then the Minister may terminate the economic benefits under this Agreement.

9.0 Suspension or Cancellation of Economic Benefits by the Minister

9.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that Nee Tahí Buhn Indian Band is not in compliance with this Agreement.

9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to Nee Tahí Buhn Indian Band of any alleged contravention of this Agreement that may lead Nee Tahí Buhn Indian Band being determined to not be in compliance with this Agreement.

9.3 If, during the term of this Agreement, Nee Tahí Buhn Indian Band challenges or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or otherwise, on the basis that the economic benefits set out in Section 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:

9.3.1 provide adequate consultation, to substantially address Nee Tahí Buhn Indian Band's concerns and to provide an interim workable accommodation in respect of any potential infringements of Nee Tahí Buhn Indian Band's Aboriginal interests with regard to Administrative Decisions relating to forest and/or range resource development activities within the Traditional Territory, or

9.3.2 substantially address the economic component of Nee Tahí Buhn Indian Band's Aboriginal Interests with regard to Operational Decisions relating to forest and/or range resource development activities within the Traditional Territory.

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

9.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.

10.0 Renewal of the Agreement

10.1 Prior to this Agreement terminating in accordance with Section 8.2., and subject to Section 10.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and Nee Tahí Buhn Indian Band will seek the necessary authorities and approvals to renew this Agreement.

10.2 Any subsequent forestry agreement between the Government of British Columbia and Nee Tahí Buhn Indian Band may provide for an opportunity to acquire a licence, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

10.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and Nee Tahí Buhn Indian Band has agreed to accept as an interim measure for the term of this Agreement.

11.0 Amendment of Agreement

11.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

11.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

12.0 Entire Agreement

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

13.0 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 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. If received after 4:00 p.m., it will be deemed to have been received on the next business 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

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

Nee Tahi Buhn Indian Band

Chief Raymond Morris
Nee Tahi Buhn Indian Band
R.R. 2, Site 7, Comp.
Burns Lake, B.C. V0J 1E0
Telephone: 1(250) 694-3494
Facsimile:1(250) 694-3492

14.0 Miscellaneous

- 14.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.**
- 14.2 This Agreement is not a treaty or a lands claims agreement within the meaning of Section 25 and 35 of the *Constitution Act, 1982* and does not recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.**

- 14.3 Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.**
- 14.4 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement.**
- 14.5 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.**
- 14.6 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.**
- 14.7 The applicable laws of British Columbia and Canada shall govern this Agreement.**

14.8 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.

Signed on behalf of:

Nee Tahi Buhn Indian Band

Date: August 10/2004

Ⓞ Raymond Morris
Chief Raymond Morris

Russell
Witness

Signed on behalf of:

Government of British Columbia

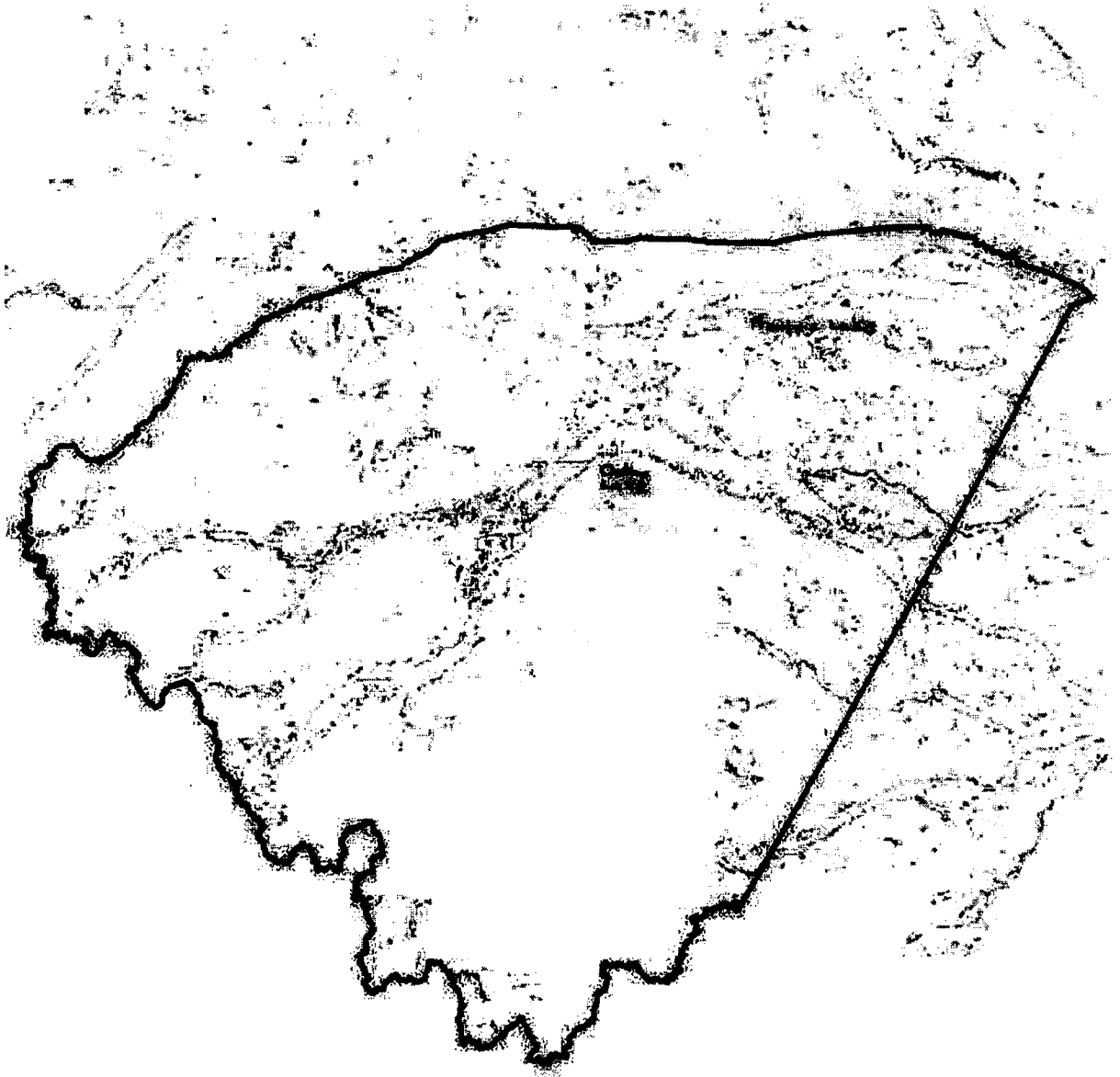
Date: Sept. 10, 2004

Michael de Jong
Michael de Jong
Minister of Forests

Louise Denis
Witness

Appendix A

Nee Tsh' Euhn
Traditional Territory



Scale: 1:1000000





September 10, 2004

Chief Raymond Morris
Nee Tahi Buhn Indian Band
RR #2 Site 7 Comp 28
Burns Lake, British Columbia
V0J 1E0

Dear Chief Morris:

In accordance with the Nee Tahi Buhn Band Forest and Range Agreement signed by yourself on August 10, 2004, I invite the Nee Tahi Buhn Indian Band to apply for non-replaceable forest licences (the licences) for a volume of up to 25 000 cubic metres annually for a period of five years within the Lakes Timber Supply Area under Section 47.3 of the *Forest Act*.

Any direction that I may give to the regional manager under Section 47.3 of the *Forest Act* to enter into a licence with the intended holder of the licence, is subject to the regional manager and the intended holder of the licence being able to agree on the terms and conditions of the licences, and conditional upon my receiving an application from the applicant that is satisfactory to me and my considering it appropriate in the circumstances to make that direction at that time.

The application must include the following:

1. A description of the legal entity or entities who is or are the intended holder or holders of the licence;
2. If the intended holder is a person or other legal entity other than the applicant:
 - (a) Evidence that satisfies me that the intended holder of the licence is a person or other legal entity;
 - (b) A copy of the legal instrument entered into between the applicant and the intended holder of the licence that satisfies me that the applicant has appointed that legal entity to be their representative;
 - (c) A full and complete description of the ownership structure of the legal entity of the intended holder of the licence; and

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Chief Raymond Morris

(d) Evidence that satisfies me that the applicant has the controlling interest in that legal entity.

3. The proposed term of the licence; and
4. A commitment by the applicant to ensure that silviculture obligations, including reforestation and the establishment of a free growing stand in accordance with British Columbia law will be carried out.

It is the responsibility of the Nee Tahi Buhn Indian Band to ensure that such financial viability or feasibility assessments are carried out by appropriate experts and, where necessary, lending institutions, prior to the submission of the application.

In addition, I confirm that the intended holder of the licence will be required to comply with British Columbia law and other administrative requirements, including:

1. The requirement of a licence holder to pay to the Government of British Columbia, in addition to other amounts payable under the *Forest Act* and *Regulations*, stumpage under Part 7 of the *Forest Act*; and to prepare operational plans for the licence in accordance with British Columbia law; and
2. The requirement of the intended holder of the agreement to submit a security deposit and annual rent payment to the Government of British Columbia prior to the licence being entered into. Annual rent must be paid in each year of the term of the licence. In addition, a security for silviculture liabilities may also be required. All deposits and securities must be in an acceptable form and/or security.

If you require more information to assist you in the preparation of your application, or about the obligations of an intended holder or a holder of a licence under British Columbia law, please contact the Regional Manager of the Northern Interior Forest Region.

The application must be submitted, to be received no later than January 16, 2005, to:

The Minister of Forests
c/o Regional Manager
Northern Interior Forest Region
Ministry of Forests
1011 Fourth Avenue
Prince George, British Columbia
V2L 3H9

Yours truly,



Michael de Jong
Minister

Chief Raymond Morris

pc: The Honourable Geoff Plant, Minister Responsible for Treaty Negotiations

Roger Graham, Senior Negotiator, Provincial Treaty Negotiations Office

Glenn Ricketts, Director, Aboriginal Affairs Branch

Eric Denhoff, Chief Negotiator, Federal Treaty Negotiation Office

Jack Weisgerber, Commissioner, BC Treaty Commission

Jim Snetsinger, Regional Manager, North Interior Forest Region

Bob Murray, District Manager, Nadina Forest District