

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

**Between:  
Splatsin First Nation  
as represented by Councillor George William**

**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 Splatsin First Nation signed an Interim Agreement on Forest and Range Opportunities (FRO) with the Government of British Columbia on June 6, 2006. This Agreement is a short-term additional forestry economic opportunity as referenced in 1.9 of the June 2006 FRO, and does not supersede or serve to alter the terms of the June 2006 FRO.
- The Splatsin First Nation has aboriginal rights and/or title ("Aboriginal Interests") within its traditional territory (see attached map Appendix A).
- The Splatsin First Nation asserts that it has a relationship to the land that is important to the culture and the maintenance of its community, governance and economy.
- 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.
- Mountain pine beetle uplifts in the Kamloops Timber Supply Area will lead to increased harvesting activity and potential infringements of Splatsin First Nation Aboriginal Interests.
- The Parties wish to enter into an interim measures agreement in relation to mountain pine beetle uplifts and harvesting.
- The Government of British Columbia wishes to support additional economic opportunities for the Splatsin First Nation.

**Purpose**

1. The purposes of this Agreement are to:
  - a. increase the participation of the Splatins First Nation in the forest sector; and
  - b. provide an economic opportunity by inviting the Splatins First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Kamloops Timber Supply Area, in a manner that is linked to the June 2006 FRO and as set out in this Agreement.

**Therefore the Parties agree as follows.**

2. After execution of this Agreement by the Parties and the June 2006 FRO, the Minister of Forests and Range (the "Minister") will invite the Splatins First Nation to apply for a non-replaceable forest licence (the "Kamloops uplift licence opportunity") under section 47.3 of the *Forest Act* to harvest a total of up to 86,980 cubic meters over a three year term in the Kamloops Timber Supply Area.
3. If during the term of this Agreement a further Mountain Pine Beetle temporary volume uplift becomes available in the Kamloops Timber Supply Area, the parties agree to explore further tenure opportunities in this Timber Supply Area, in accordance with Section 47.3 of the *Forest Act*.
4. Any invitation will be subject to a condition that prior to making an application for the Licence, the Splatins First Nation will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area which, to the extent that it is operationally feasible, will be within the Traditional Territory of the Splatins First Nation.
5. Any licence(s) entered into as a result of the invitation to apply under this Agreement:
  - a. will be for a term of no longer than 3 years as determined by the Minister,
  - b. will contain other terms and conditions required by law, including the condition that the Splatins First Nation must comply with this Agreement and with the June 2006 FRO.
  - c. will include a term that Splatins First Nation may not dispose of the Licence except in accordance with the *Forest Act*; and
  - d. will include other terms and conditions as may be required by the Regional Manager.
6. An invitation to apply for a licence(s) and any licence(s) entered into as a result of the invitation to apply under this Agreement may be combined with a tenure opportunity included in any other agreement in accordance with the *Forest Act*.

7. If the intended holder of the licence is a legal entity other than the Splat-sin First Nation, the Splat-sin First Nation must supply the Government of British Columbia with the supporting documentation stating that, the intended holder has been validly appointed by the Splat-sin First Nation as its representative. Refer to Appendix B.

#### **Consultation**

8. The Government of British Columbia intends to consult with the Splat-sin First Nation 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 Kamloops TSA, as set out in this agreement and section 4 of the June 2006 FRO.
9. The Splat-sin First Nation agrees to participate in any consultation initiated by the Government of British Columbia 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 Kamloops TSA, as set out in this agreement and section 4 of the June 2006 FRO.
10. During the term of this Agreement, and subject to the terms of this Agreement being met and adhered to by British Columbia, the Splat-sin First Nation agrees that British Columbia will have provided an interim accommodation, with respect to the economic component of potential infringements of the Splat-sin First Nation's Aboriginal Interests resulting from operational plans and administrative decisions pertaining to increases in harvest levels to address the mountain pine beetle epidemic in the Kamloops TSA, as an interim measure.
11. The Splat-sin First Nation is entitled to full consultation and accommodation where required, with respect to all potential infringements of their Aboriginal Interests arising from operational plans or decisions or administrative decisions affecting Splat-sin First Nation's Aboriginal Interests, regardless of the economic opportunity afforded to the Band under this Agreement.

#### **Dispute resolution**

12. If a dispute arises between the Government of British Columbia and the Splat-sin First Nation 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.
13. 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 Splat-sin First Nation.
14. If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to assist them 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.

#### **Subsequent Agreement**

15. Any subsequent agreement between the Government of British Columbia and the Splatshin First Nation may provide for an opportunity to acquire a Forest Tenure, and/or other economic benefits.
16. This Agreement is intended to be a short-term economic agreement, and thus does not preclude the Splatshin First Nation from accessing other forestry economic opportunities and benefits, which may be available from time to time.

#### **Amendments**

17. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
18. 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**

19. This Agreement will take effect on the date on which the last Party has executed it.
20. This Agreement will terminate on the occurrence of the earliest of any of the following events:
  - a. Three years from the date this Agreement is executed; or,
  - b. the mutual agreement of the Parties.
21. If the June 2006 FRO is terminated, the consultation processes that were set out in section 4 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and purposes of this Agreement.
22. The Government of British Columbia will not terminate this Agreement on the grounds that the Splatshin First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

**Notice**

23. 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.
24. 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.
25. 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 and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria, B.C. V8W 9C3  
Telephone: (250) 387-3656  
Facsimile: (250) 953-3687

**Splatsin First Nation**

Chief and Council  
Splatsin First Nation  
5775 Old Vernon Road  
P.O. Box 460  
Enderby, British Columbia V0E 1V0  
Telephone: (250) 838-6496  
Facsimile: (250) 838-2131

**Miscellaneous**

26. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
27. This Agreement is not a treaty or a land 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.
28. This Agreement will not limit the positions that a Party may take in future negotiations or in current or future court actions.
29. The Province acknowledges and enters into this Agreement on the basis that the Splatsin First Nation has Aboriginal Interests within their Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of

the Splatsin First Nation 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 or treaty interests of the Splatsin First Nation.

- 30. This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements associated with increased harvesting activity pursuant to temporary Mountain Pine Beetle uplifts in Allowable Annual Cut in the Kamloops Timber Supply Area. Nothing in this Agreement shall be interpreted to authorise 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.
- 31. This Agreement does not address or affect any claims by the Splatsin First Nation regarding infringements of Aboriginal Interests, arising from Operational or Administrative Decisions made previous to the signing of this Agreement, nor any future settlement related to an aboriginal right or title claim.
- 32. 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.
- 33. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 34. The applicable laws of British Columbia and Canada shall govern this Agreement.
- 35. 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 via facsimile. 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:  
Splatsin First Nation:**

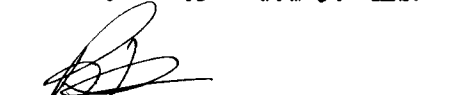
Date: September 26 2006


  
Councillor George William

  
Witness

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

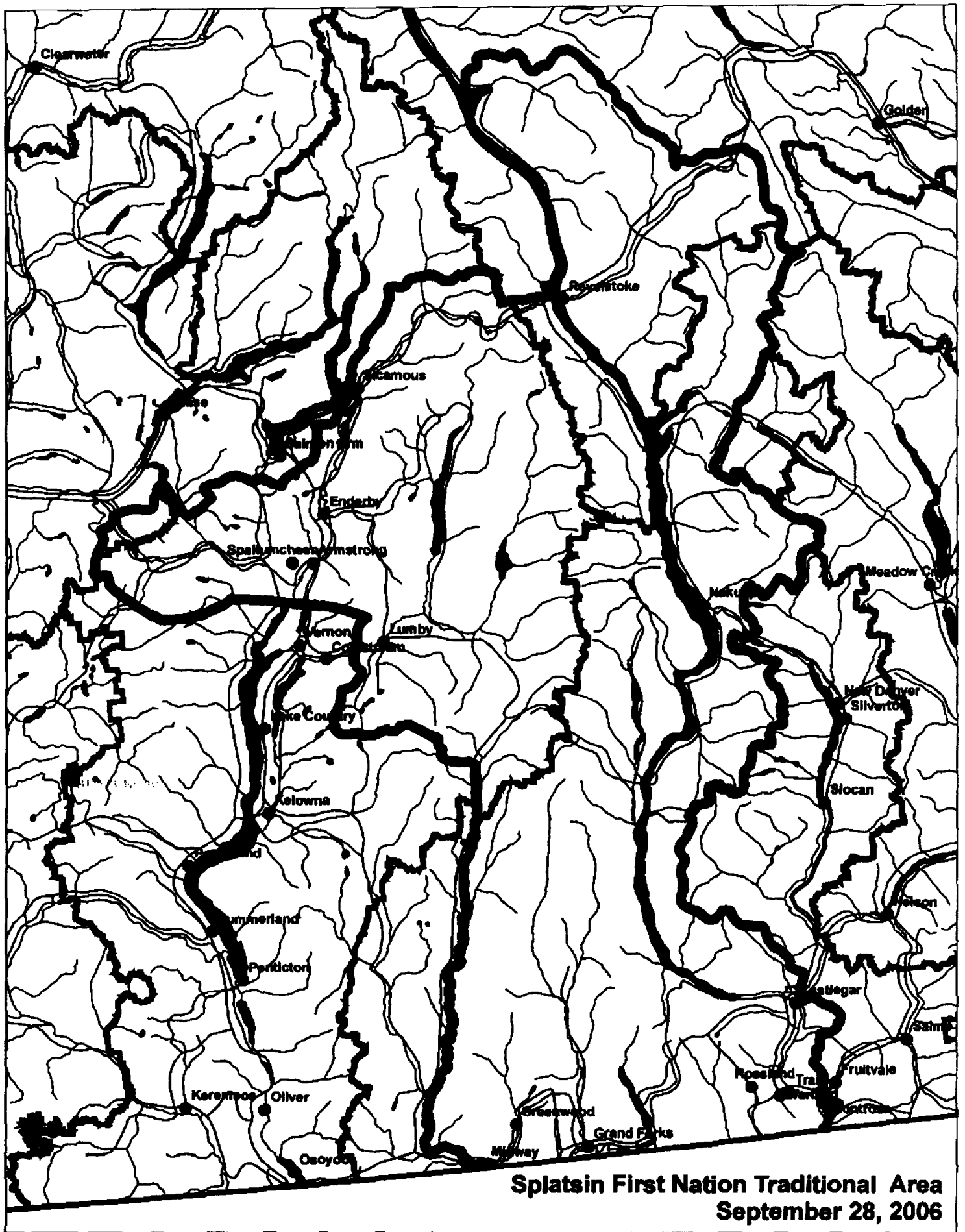
Date: NOV 10 / 06

  
Honourable Rich Coleman  
Minister of Forests and Range

  
Witness

**APPENDIX A**

**MAP OF SPLATSIN FIRST NATION TRADITIONAL TERRITORY**



**Splatshin First Nation Traditional Area  
September 28, 2006**



**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**

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- (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); and,
  - (iii) Copy of verification that the applicant has the controlling interest in that legal entity.

**CHRONOLOGICAL NO: 2006-09-  
FILE REFERENCE:**

### BAND COUNCIL RESOLUTION

**NOTE:** The words "From our Band" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

#### THE COUNCIL OF THE SPLATS'IN FIRST NATION

AGENCY: CENTRAL  
PROVINCE: BRITISH COLUMBIA  
PLACE: ENDERBY  
DATE: 21<sup>st</sup> day of September, 2006

**WHEREAS** at a duly convened meeting of the Splats'in First Nation Chief and Council held September 21, 2006, at Enderby Indian Reserve No. 2 the following motion was made and

MOVED BY COUNCILLOR Marion Lee  
SECONDED BY COUNCILLOR Jean Brown

**WHEREAS** the Splats'in First Nation has began the process of accessing forest tenure through the Ministry of Forests and Range initiatives to develop the capacity and economic base for the community: and

**WHEREAS** The Splats'in First Nation supports the development of capacity and access to forested resources within our traditional territory, which will assist in realizing those goals.

**HEREBY BE IT RESOLVED THAT:**

1. The Splats'in First Nation access to a short-term mountain pine beetle agreement through the Kamloop's Timber Supply Area.
2. The Splats'in First Nation supports Councillor George William to sign the short-term mountain pine agreement on behalf of the Band.

A Quorum for this Band Consists of 5 Council Members

CHIEF WAYNE CHRISTIAN \_\_\_\_\_

COUNCILLOR JEAN M. BROWN Jean M. Brown

COUNCILLOR RON CHRISTIAN [Signature]

COUNCILLOR AGNES FELIX \_\_\_\_\_

COUNCILLOR MARILYN KJELGREN [Signature]

COUNCILLOR MARION LEE Marion Lee

COUNCILLOR ETHEL THOMAS Ethel Thomas

COUNCILLOR GEORGE WILLIAM \_\_\_\_\_