

**Lower Nicola Indian Band
Lands Management Advisory Committee
Meeting Agenda**

March 02, 2020, 4:00pm
Lands and Economic Development Boardroom

TIME	ITEM	PRESENTER
4:00	1. Meeting Opening 1.1. Opening Prayer 1.2. Adoption of Agenda	-
4:10	2. Administration 2.1. Adoption of Minutes <i>Reference Materials: 2020-02-10 LMAC Meeting Minutes draft</i> 2.2. Conflict of Interest Declaration Forms A. Training by First Nations Financial Management Board at March 09, 2020 LMAC meeting	-
4:25	3. For Information and Discussion Only 3.1. Lands Department Annual Work Plan and Budget <i>Reference Materials: 2020-2021 Lands Sector Work Plan and Budget draft</i> 3.2. Trans Mountain Expansion Project (TMEP) Re-Route <i>Reference Materials: Maps (To Be Received from TM)</i>	Stephen Jimmie -
5:30	- Dinner Break (30 min.) -	-
6:30	4. New Business 4.1. Peters Bros. Construction Ltd (PBCL) Material Extraction Permit <i>Reference Materials: LNIB Gravel Extraction Permit PBCL</i>	Stephen Jimmie
	5. Meeting Conclusion 5.1. Next LMAC Meeting: Mar. 09, 2020 5.2. April LMAC Meeting reschedule from Apr. 13 (Easter Monday)	-

**Lower Nicola Indian Band
Lands Management Advisory Committee
Meeting Minutes**

**January 20, 2020, 4:00 pm
Lands and Economic Development Boardroom**

Present:	Bill Bose (Chair)	Gene Moses	Louise Moses
	Hrolfe Joe (Co-Chair)	Sondra Tom	Robert Sterling
Absent:	Madeline Lanaro, personal reason		
Staff:	Stephen Jimmie	Brandi O’Flynn	Jerrica Joe
Guests:	Don Gossoo, SFE	Angie Bain	Gretchen Fox

1. MEETING OPENING

The meeting was called to order at 4:17 pm.

1.1. OPENING PRAYER

An opening prayer was offered by Bill Bose.

1.2. ADOPTION OF AGENDA

Motion (01): That the January 20, 2019 LMAC Minutes be adopted with the following amendment:

- Addition of “LMAC Terms of Reference” as item 6.2

Moved: Robert Sterling

Seconded: Gene Moses

Motion Carried

2. NEW BUSINESS

2.1. SHULUS FOREST ENTERPRISES (SFE) TIMBER PERMIT

*Reference Materials: LNIB Timber Permit Policy (*digital package only); SFE Timber Permit Application and PFR; SFE Harvesting Plan for HECIR3; LMAC Resolution No.2020-01 proposed*

- Don Gossoo presented the SFE timber permit application for selective timber harvesting. Discussion ensued on the harvest area; road use and maintenance, additional road creation and rehab post-project, and reseedling. Lorne has been
- He explained where the selective timber harvesting is proposed; road use and maintenance; road creation for the duration, including their reseedling and rehab post-project; area reseedling and silviculture. Lorne has been looped in regarding the road which his tenants also use, and ensuring no impact to a well outside of the harvest area.
- Stephen inquired about any future timber permit requests in the area, which Don said is unlikely as this is the only community land in the area with fair timber stock for harvest.
- There was inquiry regarding safety of the jointly used existing road as there is a local resident/tenant. Don mentioned that they have been in contact regarding this situation and will ensure that they feel safe continuing to use this road in conjunction with the logging trucks.
- Don mentioned that he does not yet have a number for the royalty fee. Will be at least \$14/m3. This amount will be included in the timber permit, rather than the LMAC resolution.

- vi. Discussion ensued on lumber prices in the past versus today, and thoughts for the future. Don mentioned that they try to sell to fairly local corporations such as Weyerhaeuser.

Motion (02): That the LMAC supports and recommends that the Lands Manager approve the Timber Permit Application made by Shulus Forest Enterprises LP.

Moved: Robert Sterling

Seconded: Louise Moses

Motion Carried

3. FOR INFORMATION AND DISCUSSION ONLY

3.1. TRADITIONAL LAND HOLDINGS (TLH) PROJECT PRESENTATION

Reference Materials: TLH Project LMAC Update

Angie provided a project overview, discussing the community engagement – family interviews, surveys, etc. – and research conducted thus far to learn about the principles and protocols of traditional land ownership for the Nlaka’pamux nation and LNIB; which will inform an Allotment Law for LNIB.

Gretchen described key information gleaned from community engagement regarding process to resolve TLH’s. Focuses included evidence types, transparency, trust, and sustainability. She reviewed issues brought up through engagement, including fatigue from incomplete past resolution and lack of confidence.

Discussion ensued on the term “Traditional Land Holding” and Angie shared background information regarding LNIB history and issues surrounding land tenure. She discussed the immense amount of documentation accumulated over the years regarding such issues, as well as past attempts at resolution and challenges regarding TLH’s. Angie mentioned the benefit of LNIB’s self-governance through Land Code in addressing and resolving land issues including TLH’s in a consistent manner to completion.

Discussion ensued on the 4900 Map, including the issues it has created. A version of this map overlaid on an aerial map of the Nicola Mameet IR No.1 area was displayed on the TV.

Gretchen discussed how findings from this project will inform a process for LNIB moving forward with the resolution of TLH issues and the multitude of variables to be considered. She discussed suggestions for moving forward, including the creation of a community-driven process, more organized and complete document management, research and document gathering, and decision-making entities.

Questions/Comments:

- a. Is there some sort of framework to guide land decisions, or is it up to us to create such a framework? May be something for us to create.
- b. Will next steps from this project be to create a framework for a resolution process (i.e.: a checklist)? May be related the Angie’s research regarding process and protocols; there will be a clear process with criteria to follow, with room for the community’s input towards possible solutions.
- c. Discussion ensued on reserve boundaries and the size of reserves which were determined at a time when the population was only around 100.

ACTION (01): Bill requests from Angie and Gretchen a brief of relevant portions of LNIB meeting minutes from the 1990’s regarding CP issues.

Motion (03): That the LMAC break for dinner at 5:47 pm for 30 minutes (until 6:17 pm).

Moved: Sondra Tom

Seconded: Robert Sterling

Motion Carried

4. ADMINISTRATION

4.1. ADOPTION OF MINUTES

Reference Materials: 2020-01-20 LMAC Meeting Minutes draft

Motion (04): That the January 20, 2019 LMAC Minutes be adopted with the following amendments:

- September 09 (Adoption of Minutes) be changed to December 09
- Add “,work” to Robert Sterling’s noted absence

Moved: Sondra Tom

Seconded: Bill Bose

Motion Carried

4.2. CONFLICT OF INTEREST DECLARATION FORMS: DUE MARCH 09, 2020

Stephen informed the LMAC that the Lands staff are working to schedule a training session regarding conflicts of interest at a future meeting.

5. UPDATES

5.1. LANDS ADVISORY BOARD (LAB): REPLACEMENT OF THE FIRST NATION LAND MANAGEMENT ACT (FNLMA)

A. LAB Presentation: Feb. 24, 2020

Stephen informed the LMAC that he had arranged with the LAB to have one of their board members present to the LMAC Feb. 24, 2020. As some members cannot attend this date and it conflicts with the Band General meeting, this was tentatively rescheduled for March 09, 2020.

6. FOR INFORMATION AND DISCUSSION ONLY (cont’d)

6.1. DRAFT LNIB LAWS

Reference Materials: LNIB Law-Making Summary; LNIB SDS Law Summary; LNIB Land Use and Zoning Law Summary; LNIB Enforcement Law Summary; Expropriation Law Summary

A. Subdivision, Development and Servicing Law

B. Land Use and Zoning Law

C. Enforcement Law

D. Expropriation Law

Stephen reviewed the reference materials with the committee, describing the process for LNIB to create laws regarding LNIB Land, and overviewing the laws which are currently under development. Discussion ensued on the community engagement requirements for law creation, and notification to members, and voting thresholds. Stephen explained the nature of each proposed law, including scope and application.

6.2. LMAC TERMS OF REFERENCE

Louise brought up a case of discordance between the LMAC Terms of Reference (ToR) and practice: per the ToR, LMAC meeting absences are to have a reason given, which has not previously been.

Decision (01): Moving forward, in alignment with the LMAC ToR, members' meeting absences shall be accompanied by a reason in the minutes.

Additionally, Louise inquired about Stephen's position with LMAC as the Director of Lands – is he an ex-officio member? – this position did not exist when Land Code was created, and therefore is not included in LMAC; there are no current plans to change this.

7. MEETING CONCLUSION

Motion (05): That the Lands Management Advisory Committee meeting be concluded at 6:56 pm.

Moved: Sondra Tom

Seconded: Louise Moses

Motion Carried

7.1. Next Committee Meeting: March 09, 2020, 4:00pm at the Lands and Economic Development Boardroom

SUMMARY OF ACTION ITEMS:

01. Bill requests from Angie and Gretchen a brief of relevant portions of LNIB meeting minutes from the 1990's regarding CP issues.

Lands Sector

2020-2021 Work Plan

Lower Nicola Indian Band Strategic Plan (2019)

The Lower Nicola Indian Band Strategic Plan defines six strategic goals for the next five years (2020-2024) and includes the following:

1. *Moving Forward Together*
2. *Wealth Generation & Management*
3. *Lands*
4. *Wellness Journey*
5. *Housing & Infrastructure*
6. *Governance and Community Relation*

The Lands Sector will support the following Goal Statements with this work plan:

1. *Build harmony within community by resolving long-standing land issues and enable, both band members and the band, to use the land for economic prosperity or traditional purposes, providing it conforms with community land use plans and community values. (Moving Forward Together)*
2. *Identify scenarios where “other decision-makers” may more appropriately ensure impartiality on traditional land issues. (Moving Forward Together)*
3. *Remain stewards of the land and protect our Rights & Title. (Lands)*
4. *Quality homes for members. Develop new subdivision and build new homes to satisfy needs. (Housing and Infrastructure)*
5. *Bring Land Code to life for members and share commitment to moving forward with outstanding land issues. (Governance and Community Relations)*

Lands Sector Work Plan

The Sector Work Plan (the “Plan”) encompasses the Goal Statements above.

Long-Standing Land Issues

A significant number of land issues are tied to surveys, traditional land holdings, estates, and a lack of planning regarding land use and land development. The Sector intends to resolve and prevent these types of issues in the future with activities captured in this Plan.

There are approximately 104 land title issues associated with CMHC Rent-to-Own Agreements, Homes on Traditional Land Holdings, and Ministerial Loan Guarantees (Section 10). The Sector will reduce the land issues associated with approximately 35 CMHC Rent-to-Own Agreements by enabling the transfer of these lots to the band members. The CMHC homes are the low hanging fruit or simpler files to advance. The remaining land title issues will be addressed in subsequent years.

The Sector will proactively reduce estate issues by hosting workshops so that members may learn about wills and estates. In addition, the Sector will enable approximately 20 members to develop their own will with the support of a lawyer.

Community Land Use Plan

The Sector will address issues regarding the lack of planning related to land use and land development by proposing the ratification of a Land Use Plan; Land Use and Zoning Law; and a Subdivision, Development, and Servicing Law. This will result in clear land use options, restrictions, and approval requirements for LNIB and its members. This will enable LNIB and its members to utilize the land for either economic prosperity or traditional purposes.

Decision Making Regarding Traditional Land Issues

The Sector will propose the ratification of an Allotment Law and this law will define a procedurally fair process for assessing members' claims to Traditional Land Holdings or family lands. The decision-making body will be defined in the law and will be structured to ensure impartiality.

Stewards of the Land

LNIB has control over its land and natural resources with the Land Code that came into effect on December 1, 2016. The Land Code empowers LNIB to create a law regarding environmental protection and the Sector will propose the ratification of an Environmental Management Law to prevent and manage contaminated sites on LNIB lands. In addition, the Sector will propose methods to mitigate illegal dumping on LNIB lands such as the installation of gates, and the engagement of Securiguard to provide additional support to Sector staff and to provide an additional presence on LNIB lands.

Quality Homes for Members

The Land Use Plan identified options for future residential housing subdivisions. However, the feasibility of developing the subdivisions requires further analysis. The Lands and Infrastructure Sectors will collaborate on the development of a comprehensive subdivision plan or feasibility study for the next residential housing project. The subdivision plan will describe the development and financial requirements for construction. Further planning related to the next phases will occur in subsequent years.

Bring Land Code to Life

In addition to the laws described above, the Sector will propose the ratification of a Business Licence Law, an Expropriation Law, and an Enforcement Law. The purposes of these laws are described below.

The purpose of the Business Licence Law is to regulate businesses within LNIB Land and ensure they are operating within applicable laws and regulations. In addition, LNIB will require any individual seeking to operate a cannabis business to obtain a business licence from LNIB as well as the provincial cannabis retail licence.

Expropriation is the act of a government in taking privately owned property to be used for purposes designed to benefit the overall public. The purpose of the Expropriation Law is to clarify the rights of all parties, and to establish procedures for First Nation government expropriations on LNIB lands. The Law will apply to all Reserves or Band Land and to land held under Certificate of Possession. This will ensure LNIB has access and maintenance rights related to LNIB infrastructure. Some members are not engaging with the Sector staff regarding easement agreements.

The purpose of the Enforcement Law is to enable the fair, effective, and efficient enforcement of all LNIB laws. Enacting an overarching Enforcement Law rather than enforcement provisions in each individual law makes sense due to the suite of laws under development. This approach allows LNIB to avoid repetition, and possibly confusion, by repeating the same enforcement provisions in different laws.

Key Performance Indicators

1. Revised Work Plans
2. Regular Written Reports
3. Ratification of 7 Laws and Related Policies
4. 35 Home Transfers to Members
5. 20 Members with Wills
6. Reduced Illegal Dumping Opportunities (Installed Gates)
7. Ongoing Status Card Service
8. Amended Band Transfer Policy

This Plan is broken into key focus areas which include land and environmental stewardship, land administration, and membership.

Key Focus Areas	Key Focus Area Goals
Land and Environmental Stewardship	<ol style="list-style-type: none"> 1. Improve transparency of the Lands Department. 2. Improve accountability of the Lands Department. 3. Improve efficiency through capacity development and development of guidelines through policies, laws, and regulations. 4. Improve efficiency by outsourcing for environmental management, environmental assessment, and engineering services. 5. Improve capacity of staff by allowing self-study of courselets available on FNLNRC website.
Land Administration	<ol style="list-style-type: none"> 1. Improve efficiency in processing land instrument applications and registrations. 2. Improve efficiency in property management and land instrument activities (rent/royalty collection, compliance monitoring, maintenance). 3. Support the implementation of Infrastructure projects. 4. Support the implementation of Administration projects. 5. Support the implementation of Housing projects.

	6. Improve efficiency regarding the coordination and completion of surveys. 7. Reduce the number of membership land title issues. 8. Eliminate buckshee leases over time. 9. Improve efficiency regarding responses to land inquiries and requests from the membership. 10. Improve efficiency regarding responses to land access requests. 11. Improve efficiency and utilization of GIS tools.
Membership	1. Timely administration of status card applications and renewals regarding Indian Registry. 2. Amend the Membership Transfer Policy to improve efficiency of the transfer process.

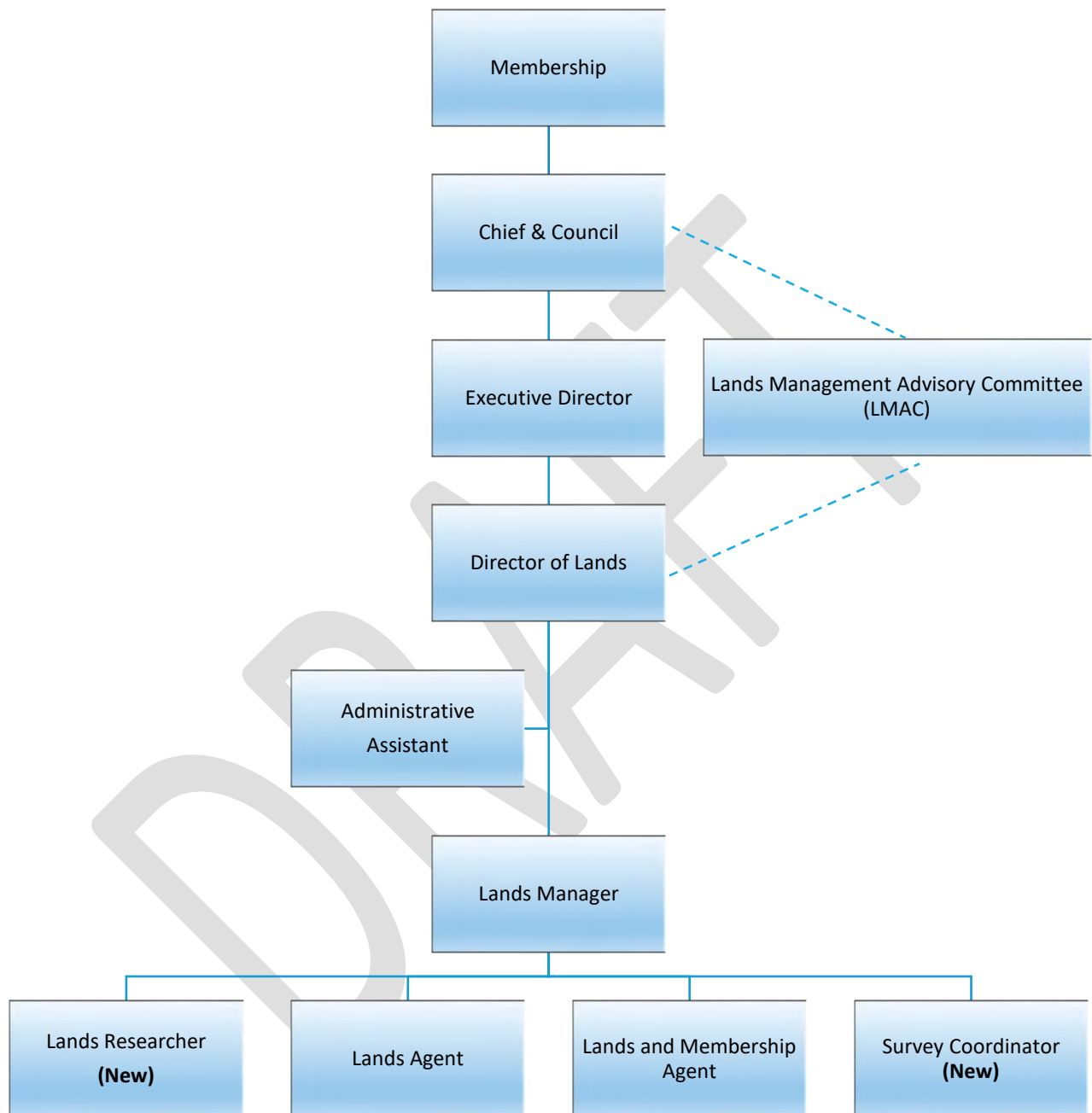
Lands Sector Human Resources

The Sector is currently recruiting for a Lands Agent and a Lands Researcher. A Survey Coordinator and a co-op summer student will be recruited after the 2020-2021 Lands Sector Budget is approved.

Current Staff Positions:

1. Stephen Jimmie, Director of Lands
2. Brandi O'Flynn, Lands Manager
3. Vacant, Lands Agent
4. Geraldine Bangham, Lands and Membership Agent
5. Jerrica Joe, Administrative Assistant
6. Vacant, Lands Researcher
7. Vacant, Survey Coordinator

Lands Sector Structure



2020-2021 Lands Sector Budget

	REVENUE	Total	Budget
40135	AANDC NT4X - LAND MANAGEMENT	\$ 277,730	\$ 277,730
40225	AANDC NPG7 - MEMBERSHIP REG	\$ 9,425	\$ 9,425
43900	OTHER REVENUE	\$ -	
46000	COST RECOVERIES	\$ 9,226	\$ 9,226
48010	RENTAL REVENUES	\$ 104,104	\$ 104,104
48020	SALES	\$ 1,500	\$ 1,500
48050	INTEREST	\$ -	
	Revenue Total	\$ 401,985	\$ 401,985
	WAGES & BENEFITS		
50100	WAGES/SALARIES	\$ 412,232	\$ 412,232
50102	BEB BENEFITS OFFSET	\$ (9,328)	\$ (9,328)
50110	CPP EXPENSE	\$ 18,122	\$ 18,122
50120	EI EXPENSES	\$ 8,788	\$ 8,788
50200	EXTENDED BENEFITS	\$ 11,011	\$ 11,011
50300	PENSION	\$ 21,792	\$ 21,792
50500	WCB	\$ 6,257	\$ 6,257
	Wages and Benefits Total	\$ 468,874	\$ 468,874
	EXPENDITURES		
60150	CAPITAL EXPENSES	\$ 11,300	\$ 11,300
60200	COMPUTER EXPENSES	\$ 1,500	\$ 1,500
60300	INDEPENDENT CONTRACTORS	\$ 174,000	\$ 169,000
60450	HONORARIA	\$ 6,300	\$ 6,300
60500	INSURANCE	\$ 1,768	\$ 1,768
60550	LEGAL/PROFESSIONAL	\$ 92,500	\$ 87,500
60555	PROFESSIONAL SERVICES	\$ 5,118	\$ 5,118
60600	LICENSES/FEES/DUES	\$ 1,068	\$ 1,068
60700	COMMUNITY EVENT EXPENSES	\$ 10,000	\$ 10,000
60750	OFFICE SUPPLIES	\$ 1,500	\$ 1,500
60800	RENT - PREMISES	\$ 20,000	\$ 20,000
60850	POSTAGE/COURIER/DELIVERY	\$ 93	\$ 93
60900	PROGRAM MATERIALS/SUPPLIES	\$ 300	\$ 300
61000	TELEPHONE/INTERNET	\$ 1,680	\$ 1,680
61050	STAFF TRAINING	\$ 12,367	\$ 12,367
61200	TRAVEL	\$ 6,000	\$ 6,000
61250	UTILITIES	\$ 3,400	\$ 3,400
70100	INTEREST AND BANK CHARGES	\$ 500	\$ 500
70140	REGULAR SERVICE AGREEMENT	\$ -	\$ -
70253	COMMITTEE & MEETING EXPENSES	\$ 4,000	\$ 4,000
70300	BUILDING REPAIRS & MAINT.	\$ 46,600	\$ 46,600
72250	PLANS & SURVEYS	\$ 100,000	\$ 100,000
	Expenditure Totals	\$ 499,994	
	Total Wages & Expenditures	\$ 968,868	
	Surplus (Deficit)	\$ (566,884)	
	Interfund Transfer	\$ 250,000	
	Prior Year Surplus (Deficit)	\$ 500,000	
	Current Surplus (Deficit)	\$ 183,116	

Key Cost Drivers

Independent Contractor	\$ 169,000
Legal/Professional	\$ 87,500
Building Repair & Maintenance	\$ 46,600
Plans & Surveys	\$ 100,000
Total	\$ 403,100

Independent Contractor

Engineering - Subdivision Plan	\$ 50,000
Gandalf Consulting - EMS	\$ 24,000
Fox & Baine	\$ 30,000
Survey Consultant	\$ 5,000
LFP - Expropriation Law	\$ 10,000
LFP - Laws Community Engagement	\$ 10,000
LUP Ratification	\$ 10,000
Securiguard	\$ 30,000
Gravel Assessment (Lot 117-1, NM)	\$ 5,000
	\$ 124,000

Legal/Professional

Land Instrument Support	\$ 15,000
Godey Pit Contamination	\$ 10,000
Allotment Law	\$ 15,000
Env. Management Law	\$ 7,500
Business Licence Law	\$ 5,000
Expropriation Law	\$ 10,000
Membership Transfer Policy	\$ 10,000
Will and Estates Workshops	\$ 20,000
	\$ 92,500

Building Repair & Maintenance

AD Pro Services	\$ 10,000
Bay 4 Exterior Repairs	\$ 5,000
Gate and Camera Installation	\$ 21,000
Bay Building Exterior Paint	\$ 5,000
Lot 265 Weed Maintenance	\$ 600
Misc	\$ 5,000
	\$ 46,600

Plans & Surveys

CMHC Surveys	\$ 65,000
Shulus Re-survey	\$ 35,000
	\$ 100,000

Lands Sector 5-Year Financial Plan

	Revenue	2021	2022	2023	2024	2025
40135	AANDC NT4X - LAND MANAGEMENT	\$ 277,730	\$ 280,508	\$ 283,313	\$ 283,313	\$ 283,313
40225	AANDC NPG7 - MEMBERSHIP REG	\$ 9,425	\$ 9,425	\$ -	\$ -	\$ -
43900	OTHER REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -
46000	COST RECOVERIES	\$ 9,226	\$ 9,226	\$ 9,226	\$ 9,226	\$ 9,226
48010	RENTAL REVENUES	\$ 104,104	\$ 104,104	\$ 104,104	\$ 104,104	\$ 104,104
48020	SALES	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
48050	INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue Total	\$ 401,985	\$ 404,763	\$ 398,143	\$ 398,143	\$ 398,143
	WAGES & BENEFITS					
50100	WAGES/SALARIES	\$ 412,232	\$ 419,730	\$ 375,765	\$ 382,170	\$ 388,766
50102	BEB BENEFITS OFFSET	\$ (9,328)	\$ (9,328)	\$ (9,328)	\$ (9,328)	\$ (9,328)
50110	CPP EXPENSE	\$ 18,122	\$ 18,516	\$ 16,350	\$ 16,592	\$ 16,842
50120	EI EXPENSES	\$ 8,788	\$ 8,788	\$ 7,589	\$ 7,589	\$ 7,589
50200	EXTENDED BENEFITS	\$ 11,011	\$ 11,011	\$ 9,250	\$ 9,250	\$ 9,250
50300	PENSION	\$ 21,792	\$ 22,204	\$ 19,786	\$ 20,138	\$ 20,501
50500	WCB	\$ 6,257	\$ 6,371	\$ 5,702	\$ 5,800	\$ 5,900
	Wages and Benefits Total	\$ 468,874	\$ 477,292	\$ 425,115	\$ 432,212	\$ 439,521
	Expenditures					
60150	CAPITAL EXPENSES	\$ 11,300	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
60200	COMPUTER EXPENSES	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
60300	INDEPENDENT CONTRACTORS	\$ 174,000	\$ 67,000	\$ 42,000	\$ 42,000	\$ 42,000
60450	HONORARIA	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300
60500	INSURANCE	\$ 1,768	\$ 1,768	\$ 1,768	\$ 1,768	\$ 1,768
60550	LEGAL/PROFESSIONAL	\$ 92,500	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
60555	PROFESSIONAL SERVICES	\$ 5,118	\$ 5,118	\$ 5,118	\$ 5,118	\$ 5,118
60600	LICENSES/FEES/DUES	\$ 1,068	\$ 1,068	\$ 1,068	\$ 1,068	\$ 1,068
60700	COMMUNITY EVENT EXPENSES	\$ 10,000	\$ 7,500	\$ 5,000	\$ 5,000	\$ 5,000
60750	OFFICE SUPPLIES	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
60800	RENT - PREMISES	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
60850	POSTAGE/COURIER/DELIVERY	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93
60900	PROGRAM MATERIALS/SUPPLIES	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
61000	TELEPHONE/INTERNET	\$ 1,680	\$ 1,680	\$ 1,680	\$ 1,680	\$ 1,680
61050	STAFF TRAINING (Dept. 120)	\$ 12,367	\$ 12,592	\$ 11,273	\$ 11,465	\$ 11,663
61200	TRAVEL	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
61250	UTILITIES	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400
70100	INTEREST AND BANK CHARGES	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
70140	REGULAR SERVICE AGREEMENT	\$ -	\$ -	\$ -	\$ -	\$ -
70253	COMMITTEE & MEETING EXPENSES	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
70300	BUILDING REPAIRS & MAINT.	\$ 46,600	\$ 15,600	\$ 15,600	\$ 15,600	\$ 15,600
72250	PLANS & SURVEYS	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
	Expenditure Totals	\$ 499,994	\$ 275,919	\$ 247,100	\$ 247,292	\$ 247,490
	Total Wages & Expenditures	\$ 968,868	\$ 753,212	\$ 672,215	\$ 679,504	\$ 687,011
	Surplus (Deficit)	\$ (566,884)	\$ (348,449)	\$ (274,073)	\$ (281,361)	\$ (288,868)
	Interfund Transfer	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Prior Year Surplus (Deficit)	\$ 500,000	\$ 183,116	\$ 84,667	\$ 60,595	\$ 29,233
	Current Surplus (Deficit)	\$ 183,116	\$ 84,667	\$ 60,595	\$ 29,233	\$ (9,635)



MATERIAL EXTRACTION PERMIT

Issuance Date: March 1, 2020 Expiry Date: February 28, 2025

Permittee Name: Peters Bros. Construction Ltd. ("PBCL")

Permittee Address: 716 Okanagan Ave. East Penticton, B.C. V2A 3K6

Permittee Phone: (250) 492-2626 Permittee Email: peterbros@shaw.ca

Contact Name: Peter Weeber
(General Manager) Contact Phone: 250-492-2626

Extraction Location: Gravel pit located on Lot 117 Nicola Mameet I.R. No. 1 as shown on the
map and survey plan attached at Schedule B (the "Sketch Plan").

Material: Pit Run Gravel

Maximum Quantity: 50,000 Units: Tonnes

Material Price: \$4.50 plus applicable taxes Per: Tonne

Access Fee: \$2,000.00 Per: Month

Deposit: Nil

Registration Fee: \$225.00

Payment Terms: The Registration Fee and Deposit, if applicable, are due at the time this
Permit is executed by LNIB.

The Access Fee and Material Price are due on the 1st of every month with
a surcharge of 1.5% on overdue amounts.

The Lower Nicola Indian Band ("LNIB") hereby grants the Permittee permission to extract the Maximum Quantity of Material from the Extraction Location and to operate an asphalt plant (the "Plant") and stockpile Material on those portions of the Extraction Location shown on the Sketch Plan, subject to the terms and conditions of this Permit, including the Terms and Conditions at Schedule A, the Special Terms and Conditions, if any, at Schedule C, and the Environmental Terms and Conditions at Schedule D.

LOWER NICOLA INDIAN BAND

Per: _____
Title: _____

Accepted by Permittee on _____, 2020

Per: _____
Name: _____
Title: _____

I have authority to bind the Permittee.

**SCHEDULE A
TERMS AND CONDITIONS**

1. PERMITTED ACTIVITIES

- 1.1 Except as otherwise set out in the Additional Terms and Conditions at Schedule C, the Permittee acknowledges and agrees that this Permit only authorizes the Permittee and its employees, and no other person without the express written consent of LNIB:
- (a) to extract and remove the Maximum Quantity of Material from the Extraction Location;
 - (b) to operate the Plant on that portion of the Extraction Location shown on the Sketch Plan;
 - (c) to stockpile the Material on that portion of the Extraction Location shown on the Sketch Plan; and
 - (d) to access and use the Extraction Location as reasonably required for the purposes set out in sections 1.1(a) and 1.1(b) and for no other purpose,

all in accordance with the terms and conditions of this Permit.

2. LIMITATION ON LICENSE

- 2.1 The Permittee acknowledges and agrees that this Permit does not grant to the Permittee any proprietary or property rights or interests in the Extraction Location under any circumstances, or in any of the Material until the Material has been extracted and removed from the Extraction Location and has been fully paid for, all in accordance with this Permit.

3. FEES

- 3.1 The Permittee agrees to pay LNIB the Material Price (per the Units specified, whether by weight or volume), the Access Fee (if applicable) and the Deposit (if applicable) in accordance with the Payment Terms, all as set out on page 1 and (if applicable) Schedule B of this Permit.

4. PERMITTEE'S ACKNOWLEDGEMENTS AND OBLIGATIONS

- 4.1 The Permittee acknowledges and agrees that LNIB has made no representations in respect of the Material or the Extraction Location, that it will exercise its rights under this Permit at its own sole risk and expense, and that it will:
- (a) if requested by LNIB, within 30 days of the Issuance Date and prior to exercising any of its rights hereunder, provide LNIB with (i) a project description, (ii) an operational and restoration plan and (iii) the information set out in section 17(1) of the *Asphalt Plant Regulation* (B.C. Reg. 217/97) (the "**Regulation**"), each for approval by LNIB in its sole discretion, failing which this Permit will automatically be terminated and LNIB and its employees, agents, contractors, or subcontractors, will not be liable to the Permittee for the inability of the Permittee to use the Extraction Location as anticipated and the Permittee hereby releases and indemnifies and holds harmless LNIB and its employees, agents, contractors, or subcontractors, from any such liability;
 - (b) except as otherwise authorized by LNIB in writing, extract the Material only from the Extraction Location and operate the Plant and stockpile the Material only on those portions of the Extraction Location shown on the Sketch Plan;
 - (c) except as otherwise authorized by LNIB in writing, operate and maintain the Plant in accordance with the following sections of the Regulation, and for such purposes all references to the "director" in such sections will be deemed to be references to LNIB: 11(1) and (4); 12; 13(1), (1.1), (1.2), (3), and (5); 13.1, 14, 15(2), (3); 16(3) and 17(2);
 - (d) extract and remove the Material, operate the Plant and stockpile the Material in accordance with good industry practice and all laws, bylaws, orders, directions, ordinances and regulations of any competent authority (including LNIB) ("**Applicable Laws**") in any way affecting the Extraction Location, the Material or the Plant;

- (e) be entirely responsible for applying to any competent authority (including LNIB) for all other licenses, plans and approvals necessary and adequate for the extraction and removal of the Material from the Extraction Location and for the operation of the Plant;
- (f) be entirely responsible for the conduct, safety, protection, acts and omissions of all persons who enter upon the Extraction Location at the invitation or permission of the Permittee;
- (g) maintain the Extraction Location (including roads, parking areas and lands used for the extraction, processing and storage of the Material or storage of equipment and fences) in a safe and clean condition;
- (h) maintain at its expense:
 - (i) commercial general liability insurance against claims for personal injury, bodily injury, death or property damage (broad form) or loss in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate (or such other amount as LNIB may reasonably require), naming LNIB as additional insured and containing a provision for cross liability and severability of interests;
 - (ii) owned automobile insurance in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate (or such other amount as LNIB may reasonably require); and
 - (iii) such other policies of insurance as LNIB may reasonably require from time to time,

each having deductibles in commercially reasonable amounts and providing not less than 30 days' written notice to LNIB in the event of cancellation or material change;

- (i) provide LNIB with one or more certificates evidencing the insurance required above;
- (j) not cause any unnecessary disturbance or nuisance to LNIB or the other occupants or users of the Extraction Location or to the owners, occupants or users of any property adjacent to or in the vicinity of the Extraction Location;
- (k) permit any authorized representatives of LNIB without prior notice to inspect the Material extracted by the Permittee at any time during extraction, transport to or delivery at the location of intended use for purposes of confirming the Permittee's compliance with the terms and conditions of this Permit and Applicable Laws;
- (l) promptly pay when due to LNIB or other applicable taxing authorities having jurisdiction all taxes, rates, duties, levies charged upon this Permit and the Extraction Location; and
- (m) indemnify and hold harmless LNIB and its and Chief, Council, administrators, officials, staff, employees, contractors, subcontractors, agents and invitees from and against any and all losses, costs, expenses (including all legal fees on a solicitor and own client basis, experts fees and disbursements), claims, actions, liabilities and damages including damages to any real or personal property or any injury to or death of any persons suffered or incurred due to or arising out of this Permit or the exercise of any of the Permittee's rights hereunder by the Permittee or its directors, officers, employees, contractors, subcontractors, agents and invitees.

5. EXPIRY AND TERMINATION

5.1 This Permit will automatically expire on the earlier of:

- (a) the Expiry Date set out on page 1; and
- (b) the date on which the Permittee has extracted the Maximum Quantity of Material set out on page 1.

5.2 LNIB may terminate this Permit for any reason on 90 days' written notice.

- 5.3 On the expiration or termination of this Permit, the Permittee will:
- (a) cease occupation of the Extraction Location;
 - (b) remove all of its property at the Extraction Location; and
 - (c) rehabilitate the Extraction Location to the condition required under section 2 of Schedule C of this Permit.
- 5.4 Any property of the Permittee located at the Extraction Location later than 30 days after expiration or termination of this Permit:
- (a) will without notice or any other formality become the property of LNIB; and
 - (b) may be removed by LNIB at the expense of the Permittee.
6. **MISCELLANEOUS**
- 6.1 This Permit will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.2 Whenever the singular or masculine is used in this Permit, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires. The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 6.3 This Permit may be executed and delivered electronically (by email, fax or otherwise) and in counterparts, with the same force and effect as if all of the parties had signed the same original Permit.

**SCHEDULE C
SPECIAL TERMS AND CONDITIONS**

1. On or before the fifth business day of every month, the Permittee will provide LNIB with a report showing the number of tonnes of Material extracted from the Extraction Location by the Permittee during the previous month.
2. Without limiting any of the Permittee's obligations hereunder, including those related to remediation pursuant to Schedule D, within 60 days of the expiry or sooner termination of this Permit, the Permittee will to the satisfaction of LNIB, acting reasonably:
 - (a) remove all materials from the Extraction Location other than the Material;
 - (b) level off the Extraction Location, including all stockpiled Material, ensuring that all slopes are not steeper than 2 horizontal: 1 vertical or such lesser slope that may be required to ensure they do not pose a safety risk, do not allow the collection and concentration of surface runoff water and are not prone to erosion by wind or water;
 - (c) if any areas within the Extraction Location are likely to remain prone to erosion notwithstanding the Permittee's actions pursuant to section 2(b) above, the Permittee will plant permanent ground cover approved by LNIB in such areas;
 - (d) subject to section 2(c) above, ensure that the entire surface of the Extraction Location is comprised of Material between 2 mm and 7.5 cm;
 - (e) except as otherwise agreed by LNIB in writing, remove all improvements it has constructed within the Extraction Location; and
 - (f) take all other steps required to ensure the Extraction Location is left in a safe and clean condition.

**SCHEDULE D
ENVIRONMENTAL TERMS AND CONDITIONS**

1. REPRESENTATIONS AND WARRANTIES

- 1.1 Except as previously disclosed to LNIB, the Permittee represents and warrants to LNIB that none of the Permittee or its affiliates, or their respective directors or senior officers, have been prosecuted for any offences, or received any orders, administrative monetary penalties or other similar penalties under any Applicable Laws relating to the assessment and protection of the environment, including any decisions, determinations, mitigation measures, standards, codes, guidelines, or environmental protection measures made pursuant to those Laws (collectively, “**Environmental Laws**”).
- 1.2 The Permittee will not use or permit the use of the Extraction Location to generate, manufacture, refine, treat, transport, store, handle, transfer, produce, release or process any toxic substance, deleterious substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, designated material or substance as defined in or pursuant to any applicable Environmental Laws (each, a “**Contaminant**”), except with the prior written consent of LNIB and then only in strict compliance with Environmental Laws.
- 1.3 The Permittee will use and occupy the Extraction Location in compliance with all Environmental Laws. The Permittee will install, maintain, repair, operate and otherwise deal with all aboveground and underground storage tank systems located in the Extraction Location in accordance with the *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations* under the *Canadian Environmental Protection Act, 1999* (Canada), including the Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, regardless of whether such regulations and Code of Practice are applicable at law apart from this Permit.

2. INITIAL ENVIRONMENTAL REVIEW

- 2.1 Unless otherwise permitted by LNIB, the Permittee will not begin exercising its rights hereunder until LNIB has conducted an environmental review in connection with the Permittee’s proposed use of the Extraction Location and determined that, subject to any mitigation measures that LNIB reasonably requires, such use is not likely to cause any significant adverse environmental effects.
- 2.2 If the environmental review is conducted pursuant to a LNIB law, the Permittee will abide by the process provided for in such law. If the environmental review is not conducted pursuant to a LNIB law, the Permittee will, at the Permittee’s expense, provide LNIB with any information requested by LNIB to enable LNIB to conduct the environmental review.
- 2.3 If LNIB determines that the Permittee’s proposed use of the Extraction Location, subject to any mitigation measures that LNIB requires, is not likely to cause any significant adverse environmental effects, then the Permittee will ensure that any physical activities related to such use will comply with the mitigation measures.
- 2.4 If during the environmental review process LNIB determines that the Permittee’s proposed use of the Extraction Location should not proceed, then this Permit will automatically terminate and LNIB and its employees, agents, contractors, or subcontractors, will not be liable to the Permittee for the inability of the Permittee to use the Extraction Location as anticipated and the Permittee hereby releases and indemnifies and holds harmless LNIB and its employees, agents, contractors, or subcontractors, from any such liability.

3. CONTAMINANTS AND RELEASES DURING THE TERM

- 3.1 Upon the release of any Contaminants, the discovery by the Permittee of a release of any Contaminants, or the Permittee’s receipt of notice by any governmental authority, including LNIB, indicating the release of any Contaminants, in, on, under or from the Extraction Location, the Permittee will:
 - (a) immediately deliver notice to LNIB and any applicable governmental authority of the occurrence of the release;
 - (b) ensure any notice includes details relating to the release, including, if known to the Permittee, the time and extent of the release, the estimated amount of

Contaminants released, and any persons observed who appeared to have caused or who were in the vicinity of the release;

- (c) immediately remove from the Extraction Location any Contaminants released by the Permittee or any person for whom the Permittee is responsible at law (each, a **"Permittee's Representative"**), and take, at its own expense, all remedial action necessary to fully rectify the effects of such release in, on or under the Extraction Location in compliance with all reasonable requests by LNIB and all applicable Environmental Laws;
 - (d) if the Permittee is required to remove Contaminants pursuant to section 3.1(c), within 30 days of completion of such removal or such longer period as may be deemed reasonable by LNIB, provide LNIB with an environmental site assessment report, satisfactory to LNIB and prepared by a qualified independent consultant (an **"ESA"**), specifying the Permittee's activities under section 3.1(c) and the state of the Extraction Location after the completion of such activities, addressed to the Permittee and LNIB and stating that such report may be relied upon by the Permittee and LNIB, and the Permittee agrees that this report may be relied on by LNIB; and
 - (e) undertake such further activities as LNIB may reasonably require to remove Contaminants released by the Permittee or any Permittee's Representative and rectify such release, based on the ESA.
- 3.2 The Permittee agrees that LNIB may, at any time during the Term, access and inspect the Extraction Location and conduct any environmental site assessment or other testing, audit or investigation that LNIB deems necessary to determine the compliance of the Permittee's use of the Extraction Location with Environmental Laws and this Permit.
4. **EXPIRATION OR TERMINATION OF PERMIT**
- 4.1 Between six and four months before the Expiry Date, or within 30 days of the termination of this Permit, as applicable, the Permittee will deliver to LNIB an ESA with respect to the environmental condition of the Extraction Location and a written estimate prepared by a qualified independent consultant (the **"Remediation Cost Estimate"**) of the cost of removal, clean up and remediation of Contaminants disclosed in the ESA.
- 4.2 The ESA will be addressed to the Permittee and LNIB and must state that the ESA may be relied on by the Permittee and LNIB, and the Permittee agrees that LNIB may rely on the ESA. The ESA will be prima facie evidence of the environmental condition of the Extraction Location immediately prior to the expiration or earlier termination of this Permit.
- 4.3 If the ESA discloses that Contaminants are or have been located, stored or incorporated in, on or under the Extraction Location, the Permittee will:
- (a) immediately following delivery of the ESA and the Remediation Cost Estimate, post security with LNIB in an amount equal to 125% of the Remediation Cost Estimate and in a form acceptable to LNIB, or such other lesser security as may be acceptable to LNIB in its sole discretion; and
 - (b) within 60 days of the delivery of the ESA and Remediation Cost Estimate to LNIB, remove from the Extraction Location any Contaminants that are, or have been, located, stored, or incorporated in, on, or under the Extraction Location by the Permittee or any Permittee's Representative and will promptly provide LNIB with documentation satisfactory to LNIB, confirming the completion of the removal satisfactory to LNIB.
5. **MISCELLANEOUS**
- 5.1 If there is a default by the Permittee of the terms or conditions of this Schedule D, then LNIB may take whatever action that LNIB considers necessary to address a release caused by the Permittee or any Permittee's Representative and the Permittee will indemnify and hold harmless LNIB and its and Chief, Council, administrators, officials, staff, employees, contractors, subcontractors, agents and invitees from and against any and all losses, costs, expenses (including all legal fees on a solicitor and own client basis, experts fees and disbursements), claims, actions, liabilities and damages arising directly or indirectly from such default.

- 5.2 Notwithstanding any provision of this Permit or any law or rule of law to the contrary, any Contaminant located, stored, or incorporated in, on, or under the Extraction Location by the Permittee or any Permittee's Representative will not, no matter its degree of affixation, become the property of LNIB.
- 5.3 This Schedule D will survive the expiration or earlier termination of this Permit.