

SERVICE AGREEMENT RENEWAL

THIS AGREEMENT made the 14 day of DECEMBER, 2004.

BETWEEN:

THE CORPORATION OF THE VILLAGE OF BURNS LAKE
A Municipal Corporation of Burns Lake, in the Province of
British Columbia

(hereinafter referred to as the "Village")

OF THE FIRST PART

AND:

LAKE BABINE NATION
An Indian Band within the meaning of the *Indian Act*, R.S.C. 1985, c I-5
as represented by the Lake Babine Nation Council

(hereinafter referred to as the "LBN")

OF THE SECOND PART

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA
as represented by the Minister of Indian Affairs and Northern Development

(hereinafter called the "Minister")

OF THE THIRD PART

WHEREAS:

- A. Effective the 12th day of November 1991, the Village, the LBN, and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, entered into a service agreement, hereinafter referred to as the "Agreement", a copy of which is attached hereto as Schedule "A".
- B. Pursuant to paragraph 16.01 of the Agreement the term thereof was for ten (10) years.
- C. The Agreement expired on December 31, 2001 and has been extended three (3) times, (one year renewals) to December 31, 2004.

NOW THEREFORE IN CONSIDERATION OF the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree with each other that the original agreement of November 12, 1991 is to be renewed in its entirety, with all terms and conditions to remain unchanged except as follows:

SERVICE ENHANCEMENTS:

TRAINING

1. The Village agrees to assist the LBN with Training and Employment of First Responders and Public Works Employees.
2. The LBN will provide the volunteers, employees, or candidates for First Responder training from the Fort Babine and Tachet communities. The LBN will cover all travel, living expenses, wages and any other out-of-pocket expenses for trainees while attending training programs at the Burns Lake Fire Hall. The Village will provide and pay for all instructors and training materials while training is in Burns Lake. The LBN will pay for all out-of-pocket expenses for the village Fire Chief to attend the Fire Halls in Fort Babine and Tachet during four (4) "on site" training days per year (two (2) days in Fort Babine and two (2) days in Tachet).
3. The Village will, with input and assistance from LBN, hire a seasonal employee(s) (April to September) to work on the Woyenne Reserve to clean-up litter and debris, cut lawns and improve landscaping along the streets and roads, cemetery maintenance and other duties as assigned. This employee will also assist village forces from time to time on other projects off the reserve within the Village of Burns Lake.
4. The Village will provide all supervision, training, equipment, and vehicles necessary for the performance of the employee's duties.
5. The Village and LBN staff, by March 1, 2005, will prepare a "Five Year Capital Expenditures Plan" for improvements to the streets, roads, drainage, water, sewer, and fire protection infrastructure on the Woyenne Reserve. The Plan will be approved by both Councils, which will agree upon cost-sharing arrangements and support each other's applications for senior government funding.
6. The Village will, with input from the LBN, maintain the Richmond Loop Cemetery including summer maintenance of the grass, fencing, and parking lot, and the winter snow plowing of the parking lot and main service road in the cemetery.
7. The Village and the LBN agree to cost share in the engineering of a cemetery development plan as proposed by L&M Engineering in May 1999. The Village staff will coordinate the project with the engineers and in consultation with LBN.

8. The Village will construct by December 31, 2004, a "Garbage Enclosure" to be located near the Margaret Patrick Memorial Hall in which LBN will place its commercial garbage to be picked up by the Village on commercial garbage pickup days of Tuesdays and Fridays. The fee for commercial garbage pickup is \$15.00 per month or as stipulated by village bylaw from time to time.
9. The village administers and partially funds the Victim Services Program for the community. The program has been in operation for many years and has more recently been experiencing a lack of proper funding. The village and LBN agree to discuss prior to December 31, 2004 the benefits and services provided under this program with the mutual intent of providing sufficient funding for this very worthwhile program.

PAYMENT PLAN:

10. For ease of both the Village and LBN, the 2005 Annual Fee for Service will be paid in nine (9) equal monthly payments commencing in April 2005, and
11. Beginning in January 2006 the Annual Fee for Services will be paid in twelve (12) equal monthly payments for each of the remaining years, based on the previous years fee, and
12. The final payment in December of each year will be adjusted to reflect any changes in the Annual Fee for the current year.

REGIONAL SERVICES

13. The Village supports services (airport, arena, library, museum and T.V. Rebroadcast Society) provided by the Regional District of Bulkley Nechako to all residents of the Lakes District. The Village would like the LBN to assist in the financial cost of these services. The Village and LBN have not yet had time to discuss the services and how such services enhance the standard of living for members of the Woyenne Community. Therefore the Village and the LBN agree to meet in September, or as early as possible thereafter, to discuss these enhanced services and agree on a fair and equitable "Fee for Service".

PROPERTY ASSESSMENTS:

14. LBN agrees to negotiate a renewal of the British Columbia Assessment Authority agreement in order that assessment values of the lands and improvements located upon the Reserve are updated annually and provided to the Village for calculation of the Annual Fee for Service.

TERM OF THE AGREEMENT:

15. As the original Agreement was for three (3) ten year (10) terms and after the initial ten (10) year period it has been renewed for three (3) one (1) year terms. Therefore, the Village and the LBN agree to extend the term of the original Agreement for an additional seven (7) years commencing January 1, 2005 and expiring December 31, 2011.

JOINT COUNCIL COMMITTEE

16. A Joint Council Committee made up of at least three members from the village council and LBN council will meet at least twice each year (April and October) to promote and encourage ongoing dialogue and learning with respect to cultural values and experience, and to provide a forum for the community leaders to collaborate, explore and initiate activities aimed at building unity between and amongst the people living in the greater Burns Lake Area.

TECHNICAL COMMITTEE


17. A Working Committee made up of two (2) senior Village staff members and two senior LBN staff members will meet at least twice each year (March and September). The duties of the Working Committee will be:
 - to discuss the services provided and make recommendations to the respective councils on any improvements to the services or other terms of the Agreement.
 - to develop a capital plan as noted in Item #5 above.
 - provide a working contact for informal discussions on various other projects and development needs.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

The Corporate Seal of the Village of Burns
Lake was hereunto affixed on the 14 day of
DECEMBER 2004 in the presence of

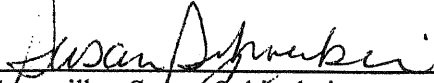


Mayor Bernice Magée



Councillor Lyle Graham

Councillor Robert Minger



Councillor Susan Schienbein



Councillor Bill Storness-Bliss

SIGNED, SEALED AND DELIVERED by the LAKE BABINE NATION, on the 14 day of Dec, 2004 pursuant to the consent of a majority of the Lake Babine Nation Council present at a meeting of the Lake Babine Nation Council duly convened at which authority was given for the Chief to execute this agreement, in the presence of:

Charlie
Witness Signature

Judy Charlie
Witness Name (print)

Emma Palmantier
Chief Emma Palmantier

Councillor Wilf Adam

Delores Alec
Councillor Delores Alec

Evelyn George
Councillor Evelyn George

Mildred George
Councillor Mildred George

Marilyn Joseph
Councillor Marilyn Joseph

Frank Michell
Councillor Frank Michell

Councillor Robbie Reid

Herbert Williams
Councillor Herbert Williams

SIGNED, SEALED AND DELIVERED on
behalf of HER MAJESTY THE QUEEN IN
RIGHT OF CANADA on the ____ day of
_____, 2004 in the presence of

Witness Signature

Witness Name (print)

The Honourable Andy Scott, Minister of
Department of Indian Affairs and Northern
Development (Authorized signatory for and
on behalf of Her Majesty the Queen in Right
of Canada