Community to Community Forums

Final Report

Village of Burns Lake and Lake Babine Nation
Community to Community Forums Final Report
Village of Burns Lake and
Lake Babine Nation

Forum Objectives and Background

On June 2, 2004, the Village of Burns Lake and the Lake Babine Nation governments came together to discuss the development positive working relationships. The outcome of the meeting was extremely positive, which inspired the Village of Burns Lake to work closely with Lake Babine Nation on an application for funding to hold two Community-to-Community Forums in 2004.

On behalf of the two organizations, the Village of Burns Lake submitted a proposal that included the following goals and objectives (as established jointly between the two parties):

1. Training and employment opportunities for the First Nation members.

2. To develop a proposal for a cross cultural workshop for the village council, RCMP, school district and any other government ministries that are in partnership or providing service delivery.

3. To improve communications and business relationships by meeting on a regular basis.

4. To build a solid foundation for the creation of an ongoing interest in fostering partnerships for the future, and developing common initiatives in economic development, tourism, land use and natural resource management, infrastructure and service delivery.

5. To develop strategic plans of action and follow-up, complete with project innovation, joint leadership, responsibilities, mutual respect and trust in enriching our community’s values and heritages for the future.

Participants

Delegates from the following communities participated in the Community to Community Forums:

- Lake Babine Nation
- Village of Burns Lake
Note: Due to the urgency of the issues being discussed and the timing of the Community-to-Community Forums, both Lake Babine Nation and the Village of Burns Lake felt it would be premature to include Burns Lake Indian Band and the RCMP in the two forums held in 2004.

Communications Plan for the Community to Community Forums

Lake Babine Nation and the Village of Burns Lake agreed to hire a third party, independent consultant to coordinate the forums, develop necessary correspondence, and complete the final report. PS Consulting was contracted in July 2004. The consulting firm’s primary role was to establish meeting dates for the organizations and ensure that a methodology for meeting and communications was established. As such, Judy Charlie, administrative assistant for Lake Babine Nation, and Michael Turkki, clerk for Village of Burns Lake, become the key contacts for PS Consulting. It was through these resource people that the councils were notified of the meeting times, dates, and locations.

With this initiative being specifically community to community based, there was no need to inform the public of the meetings until the signing ceremonies. At that time, Lake Babine Nation employee Judy Charlie agreed to contact the local media (LD News) to ensure that the event was publicized. The article that appeared in the LD News forms part of Appendix C.

The Communications Plan to uphold the Municipal Servicing Agreement is also contained within that document.

Community to Community Forum Minutes

Attached as Appendix A

October 39, 2004 – First Meeting

Having consulted with both the Village of Burns Lake and the Lake Babine Nation on the agenda items, both parties agreed it was best if the two groups met exclusively together rather than inviting other governments or the RCMP to participate.

The Village of Burns Lake welcomed 14 participants to the first meeting held on October 29, 2004 at 11:30 a.m. in the village Council Chambers. The Village of Burns Lake hosted lunch.

As chair of the meeting, Mayor Magee welcomed everyone and invited Chief Palmantier to co-chair the meeting.

The agenda consisted of two main topics: (1) Municipal Servicing Agreement, and (2) Protocol Agreement. The discussion was very focused on the agenda, and with some added humour the exchange was positive. Participants sensed progress was being made as each point of the Municipal Servicing Agreement was discussed, and direction and/or
follow-up for the next meeting (scheduled for November 29, 2004 at Lake Babine Nation) was delegated to the appropriate people. At the end of the agenda, there was an informal social exchange, particularly around meetings and specific successes of community programs and services.

November 29, 2004 – Second Meeting

Lake Babine Nation welcomed 14 participants to the second meeting held on November 29, 2004 at 11:30 a.m. in the Lake Babine Nation Council Chambers. The Lake Babine Nation hosted lunch and shared a variety of traditional food with guests.

With a number of items requiring follow-up from the first meeting, the agenda for this meeting was once again focused on two main topics: (1) Municipal Servicing Agreement, and (2) Protocol Meeting. The following were achieved by the end of the meeting:

1. The Technical Team members were appointed by both the Village of Burns Lake and Lake Babine Nation;
2. The Technical Team will meet on December 9, 2004 at the Village office to finalize the details of the Municipal Servicing Agreement based on the outcomes of today’s meeting.
3. The Joint Council Committee was appointed by both the Village of Burns Lake and the Lake Babine Nation, and agreed to meet in April and December of each year.
4. Accomplishments to date (based on the first meeting):
   • The garbage enclosure at the Margaret Patrick Memorial Centre has been installed;
   • The payment schedule was adjusted to April, as per Lake Babine Nation’s request.
5. Agreement that Victim Services will be discussed between the designated staff members.
6. That the Municipal Servicing Agreement Signing Ceremony will take place at the Lake Babine Nation Council Chambers on December 14, 2004 at 12:00 pm. Media will be invited to attend and lunch will be hosted by Lake Babine Nation.

December 14, 2004 – Signing Ceremony

Sixteen participants and guests attended the Municipal Service Agreement Signing Ceremony held on December 14, 2004 at 12:00 p.m. in the Lake Babine Council Chambers.

This was a casual event, with Chief Palmantier and Mayor Magee expressing their gratitude for the hard work and commitment shown by both councils and all Staff members (Lake Babine Nation and Village of Burns Lake). Both leaders indicated they looked forward to enjoying a positive working relationship under the new seven-year
agreement. Each councillor was given an opportunity to address those present. (A signed copy of the Municipal Service Agreement is attached as Appendix B)

Lunch was served and the group enjoyed a light-hearted celebration.

Photos of the Municipal Service Agreement Signing Ceremony and the LD News article are attached as Appendix C.

**Measurable Outcomes**

Although the number of participating communities was reduce to two (the Village of Burns Lake and the Lake Babine Nation), it was felt this change facilitated greater success and enabled participants to achieve the following through the 2004 Community to Community Forums:

1. An average of 14 representatives from the respective governments actively engaged and participated in meaningful discussions.
2. Positive networking and information sharing between the municipal government and the Lake Babine Nation government.

**A Signed Municipal Services Agreement inclusive of:**

3. A seven-year commitment for municipal servicing that will meet the needs of both the Village of Burns Lake and the Lake Babine Nation.
4. An established Technical Team, consisting of appointed members from both Lake Babine Nation and the Village of Burns Lake, with the mandate to further enhance the Municipal Services Agreement via side agreements, joint initiatives, training plans, etc. The Technical Team is scheduled to meet every six months.
5. An appointed Joint Council Committee with established meetings each year.
6. Consensus that the Municipal Service Agreement needs to be broad-based with the potential to develop additional agreements as time passes and needs change. It is thus viewed as a “a living document.”
7. Commitment from the Village of Burns Lake and the Lake Babine Nation to continue building relationships.
8. As a result of the positive outcomes and positive working relationships being formed, Lake Babine Nation and the Village of Burns Lake can become role models for other First Nation governments and local governments, particularly in the Lakes District region.

**Recommendations**

All participants recognize there is a need for ongoing interaction between the Village of Burns Lake and Lake Babine Nation. It is also recognized that these meetings need to be expanded to include Burns Lake Indian Band, the RCMP, and other levels of government. Similarly, it is recognized that to interact effectively, participants need to
organize ongoing gatherings of this nature. Among the many challenges are time, human resources, and finances to coordinate and host such gatherings.

Ideally, it would be in the best interest of all to establish quarterly gatherings to share information, work together, and develop specific protocols for meetings, planning, initiatives, and more that will enhance future opportunities in the Lakes District – both for this generation and the next.

Financial Summary

Attached as Appendix D

You will note in reviewing the attached financial summary that the Village of Burns Lake and the Lake Babine Nation have contributed their portions of funding towards this initiative. We are pleased to note that these expenses include the signing ceremony luncheon at Lake Babine Nation (a welcomed but unexpected expense related to this initiative). As such, the Village of Burns Lake is requesting release of the remaining $3,715.00, as per the agreement with UBCM.

Conclusion

The positive interaction that resulted from the Community-to-Community forums has allowed the Village of Burns Lake and Lake Babine Nation to achieve the goals and objectives outlined in the initial proposal. We are pleased to see stronger communication mechanisms and strengthened understanding and respect among these two local governments. Both governments would like to move forward and include other First Nation governments, local governments, and the RCMP in future forums. There is a clear desire to move forward together, to continue networking, and to develop opportunities for all members of the communities.

The Village of Burns Lake believes this project has been a huge success, as the communities have shared information, developed positive relationships and strengthened community to community interaction. The positive tangible outcome of this exercise has been the negotiation of a new, long-term Municipal Services Agreement. We are confident this can be built upon and enhanced over time.
Lake Babine Nation & Village of Burns Lake
Community-to-Community Forum
Minutes ~ October 29, 2004

Chair: Mayor Magee
Co-Chair: Chief Paltantier

Present: Mayor Bernice Magee
Councillor Bob Minger
Councillor Susan Schienbein
Councillor Lyle Graham
Lonny Miller
Paul Carver
Lynn Anderson

Chief Emma Paltantier
Councillor Herbert Williams
Councillor Frank Michell
Frank Alec
Monte Paltantier
Joe Michell
Judy Charlie

Call to Order: 11:50 am

Introductions

Prayer: Herbert Williams

Lunch

Minutes of Ice-Breaker Meeting - June 2, 2004
- Reviewed
- No additions/deletions or comments

Business

Opportunities to Improve Communications and Business Relationships

1. Municipal Servicing Agreement

Mayor Magee asked those present from Lake Babine Nation whether they had reviewed the service agreement, and (if so) what they thought of it.

There was general agreement from those present that the service agreement is definitely improved and that Lonny has done a good job of “modernizing” it. Lake Babine Nation representatives acknowledged that developing a technical team to deal with this (headed up by Keith Symanyk) has definitely been an asset.

Lynn Anderson noted that the payment plan would work better for Lake Babine Nation if it began in April of each year (and was thus consistent with LBN’s fiscal year). Lonny acknowledged this would not be a problem, and said the Village of Burns Lake would make the necessary accounting adjustments in-house to run the payment schedule with Lake Babine’s fiscal year. It was suggested that in 2005, Lake Babine would make nine payments from April to December. Starting in 2006, this schedule would be adjusted to include 12 equal payments consistent with Lake Babine’s fiscal year.
The discussion moved into the various sections of the agreement.

a) Training and Employment Opportunities

There was general consensus among those present that training and employment opportunities would be worked on together over the term of this agreement. The following points were put forward:

- The Village of Burns Lake will ensure that all job postings are forwarded to Lake Babine Nation
- There exists a potential to cost-share position under this agreement. This, however, needs to be addressed and worked on (possibly by the Technical Team or Joint Committee)
- It may be possible to access funding through other sources, such as Human Resource Skills Development Canada, for seasonal positions
- Village officials noted that the majority of their employees have been long-term, (25+ years), and as such, there is not a lot of turn over in staff
- Joe Michell spoke of establishing a K’san type opportunity for Lake Babine Nation in order to develop long-term employment. Those present agreed that this is a good initiative, but one that would best be dealt with under a separate agreement.

b) Five Year Capital Expenditures Plan – Woyenne Reserve

There was a question around the services provided under this agreement, as the specific services for Woyenne Reserve do not seem to be clearly identified in the draft agreement. Lonny noted that this is an amendment to the original agreement; the services provided by the village are outlined in the original document. By amending the original agreement, the parties need not involve Indian and Northern Affairs Canada (INAC) in all of the negotiations or meetings. This allows the Lake Babine Nation and the Village of Burns Lake to work together at a local level.

Chief Palmantier noted that she would like to invite the regional director of INAC to the parties’s next meeting. She asked if this was acceptable to the Village. It was agreed that DIA attendance at the next meeting was not an issue. Chief Palmantier will extend an invitation to INAC.

There were questions around the additional burial costs charged for cemetery-related work. Lonny explained that the village maintains the parking lot and access road to the Lake Babine Nation cemetery in the same manner as it does municipal cemetery. Additional costs are charged for burial services at the LBN and municipal cemeteries ($300 during the week, $500.00 on the weekend). This fee covers the cost of staffing and overtime. The village CAO noted, however, that the village is open to negotiating a different arrangement with Lake Babine Nation for these services.

Councillor Williams noted that when Ted Riehl served as Director of Engineering & Development Services, the parties were working on extending the LBN cemetery. This, he said, seems to have been put aside. Lonny noted that the municipality applied for funding to conduct planning work at the LBN cemetery, but the application was denied. However, the village believes the planning work is vital, and would be willing to assist with another application to purchase the BC Hydro property. It was suggested that
perhaps INAC may have funding available for this purpose. He noted that the village may also be able to share the costs of this initiative.

Municipal officials were asked if village forces could clear snow at the LBN office and Margaret Patrick Memorial Centre under the new service agreement. Lonny agreed to check into whether this would create an insurance issue for the village. Most of the municipal representatives felt this work should not be an issue, as the LBN office and Margaret Patrick Memorial Centre are public buildings operated in a manner similar to the village office.

Lake Babine Nation reps noted that their technical team still needs to work on their operations and maintenance requirements. When this work is completed, they will be better prepared to work on the five year capital expenditures plan.

c) Garbage Enclosure at Margaret Patrick Memorial Hall

Mayor Magee asked Paul Carver for an update on this project.

Paul noted that the garbage containment facility has been drawn up, but noted that its location still needs to be determined. The site must be located in an area large enough to allow access by the garbage truck and municipal snow removal equipment. It was agreed that Paul Carver and Frank Alec would work on finalizing the garbage containment facility at Margaret Patrick Memorial Centre.

d) Victim Services Program

Mayor Magee explained that funding for Victim Services in our community has been reduced during the past few years. The Village of Burns Lake has been covering some of the costs associated with employing the program coordinator, Cindy Wiebe, and would like to have Lake Babine cost-share this service because the program assists Lake Babine members as well.

Chief Palmantier noted that Nancy Williams is working on a proposal through the justice system that includes support and restorative justice programs. She said it is important for the Lake Babine Nation to have a person involved with these programs who understands the Lake Babine people and can translate for them when necessary. She noted that she will get Nancy to meet with Cindy Wiebe. Mayor Magee noted that Sheryl Worthing should also be involved, as she oversees funding for the program. Frank Alec drew attention to another possible funding source through Child and Family Services, and said he would follow up on this program with Nancy, Cindy, and Sheryl.

e) Regional Services

There was a question regarding the cost of regional services. This is a concern for Lake Babine Nation representatives because they cannot budget for it if they do not know what the costs will be or what services will be provided. Lonny explained that the fees are for regional services that most members of the general public have access to, including such services as the library, arena, airport, museum, rebroadcast television, etc. He speculated that the cost of all these services is less than $100 per household, but said he would work out the cost for the services and provide his calculations to the Lake Babine Nation.
f) **Joint Council Committee**

Chief Palmantier suggested that the staff organize the joint council committee. Mayor Magee agreed.

Councillor Williams noted that he would be interested in sitting on this committee.

Councillor Schienbein wondered if the joint council meeting would take place in April 2005, or whether it needed to be held on a different date.

It was agreed that staff members should arrange for the joint council committee to meet in April 2005.

g) **Technical Committee**

It was suggested that the technical committee take its direction from the joint council committee.

Chief Palmantier noted that the Lake Babine Nation will be appointing General Manager Frank Alec as its contact for this committee. Joe Michell and Monte Palmantier will be assigned to the committee and serve as alternative contacts. We will leave it to them to coordinate a meeting with the Village representatives.

h) **Term of Agreement**

Mayor Magee asked if there were any questions on with regards to the terms of the agreement. Chief Palmantier stated that she would like to take the service agreement to LBN’s council meeting (November 17-19) for consideration by all council members.

Councillor Schienbein questioned whether there needed to be changes in the dates if there were changes in the payment schedule. Lonny did not feel there needed to be.

Mayor Magee asked if the Lake Babine Nation felt it would be prepared to contact the Village of Burns Lake before December to finalize the agreement.

Chief Palmantier felt this may be possible, as she believed that LBN’s internal process is working well with Keith Symanyk collaborating with Joe Michell and Frank Alec. She noted that with only two council members present, she would like to have the other one review the document before moving it forward.

2. **Protocol Agreement**

Chief Palmantier suggested this be left for the Technical Team to work on.

Mayor Magee suggested that Lake Babine Nation and the Village of Burns Lake should meet at least twice per year to:

- Discuss community issues;
- Catch up on what the parties are doing;
- Talk about community at large in general.

Chief Palmantier agreed, and noted that the Lake Babine Nation wants to make a difference in Burns Lake and has been looking at ways to accomplish this. She noted that
LBN is exploring options with the Redwood building, and would like to see the airport utilized more.

There was discussion around the airport upgrades. Councillor Minger noted the runway extension is currently underway.

Mayor Magee noted that the more participation we all have in community initiatives, the better the communication will be between Lake Babine and the Village of Burns Lake. Communication is one step forward in building a safer, healthier community.

General discussion took place around a number of committees, meeting dates, times, places, etc.

Next Meeting was announced as follows:

Date: November 29, 2004
Time: 11:30 am
Community: Lake Babine Nation

Closing Prayer: Herbert Williams

Meeting Adjourned at 2:55 pm
Lake Babine Nation & Village of Burns Lake
Community-to-Community Forum
Minutes ~ November 29, 2004

Chair: Chief Palmantier

Present:
Mayor Bernice Magee
Councillor Bob Minger
Councillor Lyle Graham
Lonny Miller
Paul Carver
Jim McBride

Co-Chair: Mayor Magee

Chief Emma Palmantier
Councillor Herbert Williams
Councillor Frank Michell
Councillor Marilyn Joseph
Frank Alec
Joe Michell
Lynn Anderson
Judy Charlie

Call to Order: 11:45 am

Introductions

Prayer: Herbert Williams

Chief Palmantier welcomed everyone to Lake Babine Nation. She noted that Councillor Marilyn Joseph was able to attend the meeting, but would be leaving early for Vancouver. Chief Palmantier noted that a lunch of traditional food had been prepared, and invited the guests from the Village of Burns Lake to help themselves.

The meeting broke for lunch

Called Meeting back to order: 12:25 pm

Minutes of October 29, 2004

MOTION to accept the minutes of October 29, 2004 as presented.

MOVED: Councillor Graham
SECOND: Councillor Williams

CARRIED

Business Arising from Minutes:

1. The garbage bin at Margaret Patrick Memorial Centre is in place. Frank Alec noted that it is working well.
2. The Technical Team has not had an opportunity to meet. Joe Michell noted that he and Lonny have met to discuss a few items, but recognize the need to meet with the Technical Team.
   The Technical Team will consist of:

   **Village of Burns Lake**                               **Lake Babine Nation**
   Lonny Miller                                           Frank Alec
   Paul Carver                                            Joe Michell
   Sheryl Worthing                                       Keith Symanyk (advisor)

   Joe Michell noted that attendance might vary based on the topic being discussed.

3. The following volunteered to sit on the Joint Council Committee:

   **Village of Burns Lake**                               **Lake Babine Nation**
   Mayor Magee                                           Councillor Williams
   Councillor Storness-Bliss                              Councillor Joseph
   Councillor Graham                                     

4. Chief Palmantier noted that she had invited the regional director from Indian and Northern Affairs to this meeting. Unfortunately he was unable to do so.

5. Victim Services Program – Nancy Williams is currently in Prince George but will be back in Burns Lake on Nov. 30, 2004. Mayor Magee requested that Ms. Williams contact Sheryl Worthing to further discuss victim services as outlined at the Oct. 29 meeting.

1. Municipal Servicing Agreement

   There were brief discussions with regards to employment and emergency services. Chief Palmantier noted that these are issues that the Technical Team needs to work through and advise the Joint Council Committee on possible solutions.

   Chief Palmantier suggested that each point of the agreement be reviewed, and that the Technical Team be advised to meet and discuss each point that needs clarification, amendments, etc.

   a) Training and Employment Opportunities

   Chief Palmantier read points 1 – 4 of the agreement and noted these seemed “straight forward.”

   b) Five Year Capital Expenditures Plan – Woyenne Reserve

   Chief Palmantier read Point 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.*
There was a question with regards to money for widening Centre Street. Mr. Miller indicated that funds have been allocated to widen Lorne Street from Highway 16 to Eighth Avenue, but not Centre Street.

It was noted that there is water flowing out of the top of Babine Crescent. Paul Carver stated he would investigate the situation.

It was noted that this is why a Five Year Capital Expenditures Plan needs to be completed, as it will allow both parties to plan around infrastructure repairs, upgrades, etc., rather than “putting out fires.”

Discussion took place as to whether this should be a five year plan or if this should be increased to seven years to coincide with the term of the services agreement. Because the Five Year Capital Expenditures Plan should be viewed as a living document subject to change over time, a five year term is probably adequate.

It was agreed that the Capital Expenditures Plan would be left to the Technical Committee to discuss and bring back to the group.

Chief Palmantier read Point 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.

It was noted that LBN would like the road inside of the cemetery cleared in the winter, if at all possible. LBN officials will ribbon the road off to provide guidance to village employees.

Paul noted that the village could do this as long as the gate is not locked. Councillor Williams noted that the gate is not locked, and thanked the municipality for the dirt it put down by the cemetery. He requested that more fill be provided.

Chief Palmantier noted that the road into the cemetery needs to be widened to help with the traffic flow at large funerals. It would be nice to have the road loop around.

She then read Point 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. She noted this has been discussed and will be advancing.

c) Garbage Enclosure at Margaret Patrick Memorial Hall

Point 8 – the garbage enclosure is completed, as noted at the beginning of the meeting.

d) Victim Services Program

Chief Palmantier read Point 9 regarding the Victim Services Program. She noted that she will have Frank Alec or Joe Michell follow-up with Nancy Williams. Councillor Michell noted that Mary Ellen should be involved. Joe Michell volunteered to follow-up with both.

e) Payment Plan

It was noted that the payment schedule has been adjusted to begin in April of each fiscal year, as per LBN’s request.
f) Regional Services

Chief Palmantier read Point 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”.

Chief Palmantier suggested that although she supports the airport and would like to be involved with the development of the airport, she recommended that the Technical Team take a look at these services and make recommendations to the Joint Council Committee.

Councillor Minger noted he is the village representative on the airport society, and provided an update on the organization’s initiatives. He offered to bring Chief Palmantier’s name forward to the group, and have the society president contact her to let her know when the next meeting will be held.

Mr. Miller explained that all regional services are managed by different societies managed by members of the general public. The Regional District of Bulkley-Nechako, he said, provides funding based on the agreements between the regional government and the various societies. He noted that the numbers he had with him were based on the 2003 assessment, and therefore would be slightly high. (Most assessed values went down in 2004.) The 2003 costs are as follows:

<table>
<thead>
<tr>
<th>Description of Service(s)</th>
<th>2004 - rate per $1,000</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakes District Airport</td>
<td>$ 0.23</td>
<td>$ 4,072.52</td>
</tr>
<tr>
<td>Lakes Economic Development</td>
<td>0.21</td>
<td>3,718.38</td>
</tr>
<tr>
<td>Tom Forsyth Arena</td>
<td>0.75</td>
<td>13,279.95</td>
</tr>
<tr>
<td>T.V. Rebroadcast Society</td>
<td>0.09</td>
<td>1,593.59</td>
</tr>
<tr>
<td>Burns Lake and District Library</td>
<td>0.33</td>
<td>5,843.17</td>
</tr>
<tr>
<td>Museum</td>
<td>0.07</td>
<td>1,239.46</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1.68</td>
<td>$ 29,747.07</td>
</tr>
</tbody>
</table>

Chief Palmantier asked if LBN could have a copy of the breakdown. Lonny noted that he would prefer to do an accurate breakdown based on 2004, but noted it can only be done upon completion of the 2004 tax roll.

g) Joint Council Committee

As noted above, the following volunteered to sit on the Joint Council Committee:

**Village of Burns Lake**
- Mayor Magee
- Councillor Storness-Bliss
- Councillor Graham

**Lake Babine Nation**
- Councillor Williams
- Councillor Joseph
h) Technical Committee

As noted above, the Technical Team will consist of:

<table>
<thead>
<tr>
<th>Village of Burns Lake</th>
<th>Lake Babine Nation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lonny Miller</td>
<td>Frank Alec</td>
</tr>
<tr>
<td>Paul Carver</td>
<td>Joe Michell</td>
</tr>
<tr>
<td>Sheryl Worthing</td>
<td>Keith Symanyk (advisor)</td>
</tr>
</tbody>
</table>

Joe Michell noted that attendance may vary based on the topic being discussed.

Joe Michell asked if council wanted to sign an agreement in principle and then have the technical team do the work required to finalize the agreement. If so, he said, a Technical Team meeting needed to be set. Maybe Patrice, the funding services officer from INAC, should be invited to attend the Technical Team Meeting.

Mr. Miller suggested that this become a living document that can be adapted when and if required.

Frank Alec agreed that the Technical Team needs to meet and fill in the gaps, after which time the document can be signed and recognized as a living document.

Councillor Michell asked if all LBN councillors would be required to sign the agreement.

Chief Palmantier suggested that because the agreement focuses primarily on Woyenne, it might not be necessary for all councillors to it or be involved with the negotiations. This would help keep the costs down for LBN, as the councillors from the other communities would not have to travel to Burns Lake.

Mr. Miller noted that it appears that everyone agrees that there may be amendments to the service agreement as the two governments move forward. These changes will probably result from the Technical Team meetings that take place two times per year. He noted that the agreement will allow the Technical Team to work together on the planning, which would be ratified by the Joint Council Committee. With the main agreement in place, the Technical Team can move forward on this and other side agreements that come along.

Frank Alec agreed with Mr. Miller. He noted that the sooner the Technical Team can get together for a meeting, the better. Time, he noted, was getting short. He suggested a meeting be held Dec. 9, 2004, with the option of sharing information in between now and then in order to be prepared for the meeting.

Joe Michell noted that Patrice was in Burns Lake at the time of the meeting. Perhaps, he said, the groups could arrange for an unscheduled meeting with him to see what INAC needs.

It was agreed that the Technical Team would meet on Dec. 9, 2004 at 9:30 am at the village office unless it was able to meet today with Patrice being present.

Chief Palmantier noted that she would really like to see social activities such as the winter carnival, aboriginal days, etc., taking place and being planned together. She noted this would encourage interaction between the communities and their respective members.
Mayor Magee noted that planning for the winter carnival is already underway, and encouraged LBN to participate in planning process. She suggested Chief Palmantier have anyone interested in the winter carnival contact Diana Roberts, recreation coordinator for the village, who will be able to let people know where and when the next meeting will be held. She also noted that there is a regional 2010 Olympic committee that looks to the communities for their thoughts and contributions. It would be nice to have a local 2010 Committee active, one that would include representatives from all communities.

2. Protocol Agreement

Chief Palmantier suggested this be left for the Technical Team to work on.

Mayor Magee noted that a village council meeting will be held Dec. 14, and asked if the Technical Team would have something ready for that meeting. She suggested that the village and LBN councils meet prior to the village council meeting to finalize the agreement.

Joe Michell noted that lunches work best for Councillor Michell and Councillor Williams because of their work schedules.

After some discussion, it was agreed that the next meeting be Dec. 14, 2004 at 12:00 pm in the LBN council chambers. This meeting, it was suggested, would include a signing ceremony with media being invited.

Chief Palmantier thanked everyone for coming, and said she felt the meeting had been a good one. She noted that LBN has written letters to the Ministry of Health requesting that the government agency address health issues in the North. Health care, she said, affects everyone. She reminded those present that former mayor Paul Jean had taken a hospital bed to the grounds of the BC Legislature several years and occupied it in an effort to ensure northern health care issues were addressed. She said she would have been there with him had this been necessary. She noted that there needs to be more women leaders, and that there will be a tripartite agreement signing on Tuesday, Dec. 7, 2004 at the LBN council chambers.

In closing, Chief Palmantier thanked those present for attending the meeting, and expressed appreciation to the Technical Team for all its hard work to date.

Mayor Magee thanked LBN for hosing the meeting and for the good lunch and good relations. She said she looked forward to the next meeting.

Next Meeting was announced as follows:

Date: December 14, 2004
Time: 12:00 pm
Community: Lake Babine Nation

Closing Prayer: Herbert Williams

Meeting Adjourned at 1:45 pm
SERVICE AGREEMENT RENEWAL

THIS AGREEMENT made the 14th 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”)

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 FIRST 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 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”.

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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 14th day of
December 2004 in the presence of

[Signature]
Mayor Bernice Magee

[Signature]
Councillor Lyle Graham

[Signature]
Councillor Robert Minger

[Signature]
Councillor Susan Schlenbein

[Signature]
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:

Chief Emma Pamtantier

Councillor Wilf Adam

Councillor Delores Alec

Councillor Evelyn George

Councillor Mildred George

Councillor Marilyn Joseph

Councillor Frank Michell

Councillor Robbie Reid

Councillor Herbert Williams

Witness Signature

Witness Name (print)
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)
LBN, Village sign new agreement
Long-term deal makes planning easier

Certainty for planning was highlighted by both during the signing of a service agreement last week.
Both Lake Babine Nation Chief Emma Palmantier and Burns Lake Mayor Bernice Magee noted the seven-year term of the agreement would be helpful.

"The longer the term, the more planning you can do," Magee said.

Palmantier agreed, adding, "It makes it easier to work with funding agencies."

The agreement is an updated version of an agreement first signed in 1991 between the two groups, with the Minister of Indian Affairs and Northern Development also a signatory. The original agreement expired at the end of 2001 and was extended by the parties for three one-year terms.

The new agreement, then, completes the 10-year cycle of the original agreement.

"It's a community connector," Magee said, noting the many ways the agreement spelled out opportunities for the groups to work together. Among them is the hiring by the village of someone from Lake Babine Nation for the period from April to September. While this person's primary function will be clean-up on the Woyenne Reserve, they will also assist village workers with projects elsewhere in the village.

The agreement also arranges for the training of Lake Babine Nation residents as First Responders. This includes two training trips by the Burns Lake fire chief, one to Fort Babine and one to Tachet, each year for training.

The two sides will also meet to discuss funding for the victim services program in the region as well as preparing a five-year capital expenditures plan for improvements to streets, drainage, sewer and fire protection on the Woyenne Reserve, including cost-sharing arrangements.

"This agreement has been in negotiations for a year-and-a-half," Palmantier said. "It paves the way for a brighter future for our members."
Municipal Service Agreement ~ Signing Ceremony
Hosted at Lake Babine Nation

December 14, 2004

Chief Emma Palmantier (left) and Mayor Bernice Magee (below) sign the Municipal Service Agreement.

Chief Palmantier and Mayor Magee together at the Municipal Service Agreement Signing Ceremony hosted at Lake Babine Nation on December 14, 2004. (left)
A lunch celebration is enjoyed by all who attended!
# Breakdown of Community to Community Forum Costs by Community

## Locations

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<tr>
<td><strong>Actual Costs</strong></td>
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<td>Meal</td>
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| **In-Kind Costs**  |                                   |                                |                                          |
| Facility Rental    | $166.66                           | $166.67                        | $166.67                                  |
| Facilitator        | $666.66                           | $666.67                        | $666.67                                  |
| Event Preparation  | $216.66                           | $216.67                        | $216.67                                  |
| Materials and Supplies | $268.01                         | $268.02                        | $268.02                                  |
| Equipment rentals  | $23.33                            | $23.34                         | $23.33                                   |
| Miscellaneous      | $36.66                            | $36.67                         | $36.67                                   |
| Total In-Kind Expenditures | $1,377.98                       | $1,378.04                      | $1,378.03                                |

**Total Costs**

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<td>$2,759.64</td>
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| Total Costs                      | $7,430.00                      | $7,430.00                                |