

**APPENDIX A: Memorandum of Understanding**

MEMORANDUM OF UNDERSTANDING

**BETWEEN:**

Her Majesty the Queen in right of Alberta as represented by  
the Minister of Environmental Protection (the "Minister")

and

the Board of Governors of the Grande Prairie Regional College (the "College")

For the management in the Smoky River Forest Area in Valleyview of those forested public lands described in Appendix 1 and situated within the boundaries shown on the map as Appendix 2 of this document. This area will hereby be named the Grande Prairie Regional College Training Forest.

The College requires use of this area of forested public land on a long-term basis to satisfy the intent of Forest Resource Management Training, providing for practical teaching, demonstrating current and potential forest management techniques, providing exposure to integrated, ecological and sustainable resource management practices and to improve the educational opportunities of students enrolled at the College.

The following terms define the agreement between the two parties for the use and management of the Training Forest.

**1. Lands**

This agreement covers those lands described by legal description in Appendix 1 and are further illustrated by map and boundary in Appendix 2 of this document.

The lands within the Training Forest will be placed under a Protective Notation reflecting the primary use of these lands for research or experimental purposes. The Notation will also reflect a restriction of no agricultural dispositions. The College will be consulted on all new disposition applications concerning the Training Forest.

## 2. Forest Management Guidelines

- (a) The College will require timber dispositions to allow for the harvest of deciduous and coniferous timber from the Training Forest lands. The College will be responsible for the satisfactory reforestation of any lands harvested on those timber dispositions as set out in the Timber Management Regulation. The College will require dispositions under the Public Lands Act to construct, operate and maintain camps, roads and other installations necessary to the College's operation of the Training Forest and to conduct training exercises.

Appropriate dues owing the government will be paid by the College. Unless a reforestation levy is required by the Minister, the College will be responsible for ensuring satisfactory reforestation is completed on all lands harvested.

The College will establish a "terms of reference" for a Forest Management Plan (FMP) acceptable to the Minister. This "terms of reference" will address, but is not limited to, the FMP format, timeline for completion of the FMP and the public input plan. The College will develop the Forest Management Plan for the Training Forest using the current Land and Forest Service Interim Forest Management Planning Manual. The Minister will be the final approval authority on the FMP and its contents. The Forest Management Plan will be submitted by the College to the Minister within two years of acceptance of this agreement.

The Minister will review and monitor the activities carried out pursuant to the FMP. The Minister may accept or reject any forest management plan developed by the College or any activities proposed for the Training Forest.

- (b) The Minister will advise the College of existing and new uses of the Training Forest not restricted by the Protective Notation. The Minister will include the College in its referral process of new land use disposition applications for the Training Forest. Where a disposition would potentially affect research or educational activities, input from the College will be obtained prior to any approval of the application.
- (c) Due to the relatively small size of the Training Forest and its unique educational use, major natural and man-made disturbances will significantly impair the desired use of the Training Forest. In the event that disturbances occur on the Training Forest such as, but not limited to, fire, the establishment of seismic lines or settlement of land claims, and such disturbances result in a cumulative loss of more than 20% of the Training Forest, the need for replacement lands for the Training Forest

will be considered by the Minister. However, nothing in this sub-clause obligates the Minister to provide replacement lands.

- (d) Construction of educational facilities, including buildings and roads in the Training Forest will be set out in the Forest Management Plan. Construction shall not begin before the FMP has been approved and the appropriate dispositions have been acquired.
- (e) An Annual Allowable Cut (AAC) on the lands within the Training Forest will be determined by the College and proposed in the FMP. The Minister will verify the assumptions and calculations supporting the proposed AAC and approve a final AAC, to be reflected in the FMP.

### **3. General Provisions**

All activities conducted on the Training Forest shall be governed in accordance with the provisions and requirements of all relevant Acts of the Province of Alberta and the Regulations therewith in force from time to time.

### **4. Notice**

All notices related to this agreement shall be addressed to:

For the College:           Mr. H.J. (Tom) Thompson  
                                  President  
                                  Grande Prairie Regional College  
                                  10726 106 Avenue  
                                  Grande Prairie, Alberta  
                                  T8V 4C4

For the Minister:

Mr. Dan Wilkinson  
Regional Director  
Land and Forest Service  
3rd Floor Provincial Building  
9621 – 96 Avenue  
Peace River, Alberta  
T8S 1T4

Or such addresses as one party may from time to time provide to each other.

5. Termination

This agreement will terminate should the College cease to require these lands for training in forest management. The responsibilities and reforestation liabilities of the College, as set out in the Timber Management Regulations, shall survive the termination of this Agreement.

This Agreement may be terminated by either party giving the other written notice. Such termination shall take effect one year from the date of the written notice to terminate, unless the date of notice is within the school year, in which case the termination shall take effect at the end of the forest management program, which follows the current program.

Agreed and accepted this 16 day  
of Feb, 1999  
2000

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of Feb, 1999  
2000

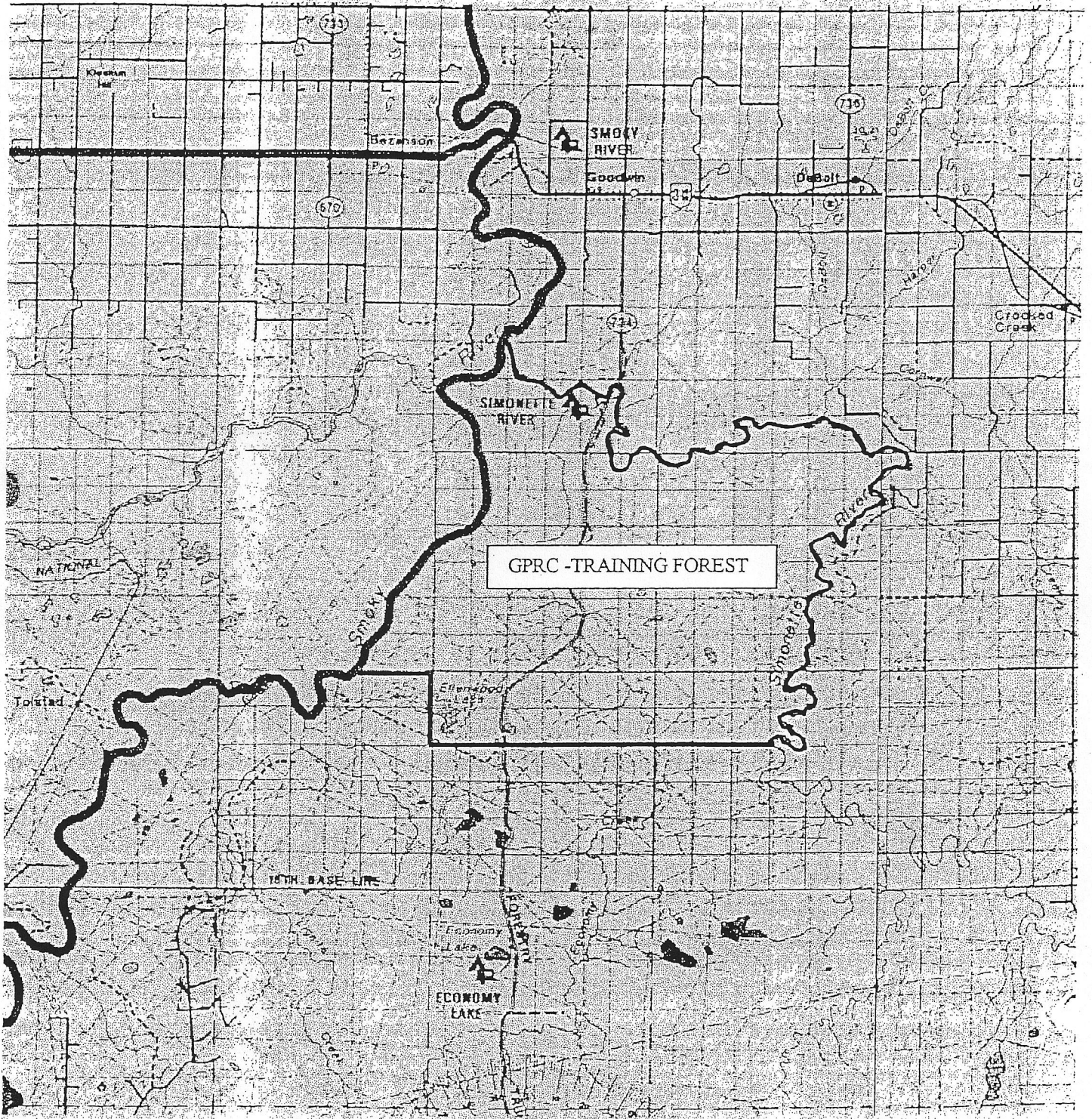
Her Majesty the Queen in right  
of Alberta as represented by the Minister  
of Environmental Protection

Per: Mary D. Nair  
Deputy Minister

Board of Governors of the Grande  
Prairie Regional College

Per: [Signature]  
President

# MAP OUTLINING THE TRAINING FOREST



**APPENDIX B: Letter of Intent**

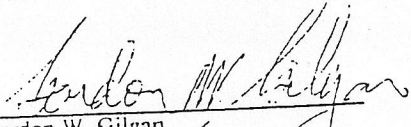


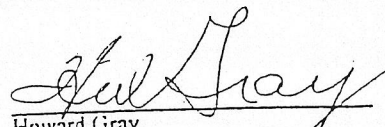
## GRANDE PRAIRIE REGIONAL COLLEGE FOREST LETTER OF INTENT

This letter confirms the intent to establish a Memorandum of Agreement between the Province of Alberta as represented by the Minister of Environmental Protection (EP) and the Grande Prairie Regional College (GPRC) for the management and use of the forest lands as a training, forest.

In the interest of maintaining the area as an ecologically sustained forest, and in order to provide GPRC with a forest area for teaching, planning and management techniques in its applied forest resource management programs, it is the intent to:

1. Include all of the crown lands within the G02 Green management unit lying south and west of the Simonette River, in the GPRC Training Forest. EP will place a consultative notation on behalf of GPRC on these lands at the time of acceptance of the Memorandum of Agreement.
2. GPRC will be responsible for managing the forest land and resources based on the principles of ecosystem based management and sustainability of the renewable resources. In order to accomplish the goal of ecosystem/sustainable management, GPRC will develop a forest management plan.
3. The plan will be in accordance with existing government policy and plans which apply, such as the Sturgeon Lake Puskwaskau Integrated Resource Plan as approved by Land and Forest Service.
4. To grant GPRC the right to enter upon the lands to establish, grow, harvest and remove timber on a perpetual sustained yield basis, and for the purposes of the construction, operation and maintenance of camps, roads and other installations necessary to the College's operation of the training forest and to conduct training exercises.
5. GPRC will be granted a percentage of the available deciduous timber through directed Deciduous Timber Permits (DTPs). The volume will be determined based upon sustained yield calculations and ecosystem based management principles contained in the Forest Management Plan to be produced by GPRC. The Forest Management Plan must be approved by Land and Forest Service, Environmental Protection before operations of the Training Forest may proceed.
6. ✓ GPRC will give local residents preference on harvesting contracts. Eligibility for obtaining contracts for harvesting the timber will be established jointly by GPRC and the Smoky River District Local Timber Advisory Committee. GPRC, in partnership with Land and Forest Service, will manage the Training Forest in such a manner that it benefits the public, local small businesses, and the community as a whole.
7. GPRC will involve the local community and other stakeholders in the preparation of a public involvement plan. The approved public involvement plan will be incorporated in the Memorandum of Agreement.
8. The Memorandum of Agreement will provide GPRC with sufficient tenure to meet its training and education objectives and to manage the land without compromising the interests of the public and existing stakeholders.
9. GPRC will take the lead role in drafting the Memorandum of Agreement in association with the Smoky River District staff.

  
Gordon W. Gilgan  
President, Grande Prairie Regional College

  
Howard Gray  
Regional Director, Land and Forest Service