

FISHERIES AGREEMENT

This Fisheries Agreement made

BETWEEN:

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND:

Carrier Sekani Tribal Council for and on behalf of the First Nations which it represents (hereinafter called the "Aboriginal Organization")

OF THE SECOND PART

WHEREAS the Parties confirm their commitment to a relationship based upon mutual respect and understanding;

AND WHEREAS the Parties are both interested in the conservation, protection and management of fisheries resources in the area described in Schedule A hereto, hereinafter called the "Area";

NOW THEREFORE the Parties agree as follows:

Purposes

- 1(1) The purpose of this Agreement is to provide for the management of the Fishery and the involvement of the Aboriginal Organization in the management, protection and enhancement of fisheries resources and fish habitat in the Area.
- 1(2) The Aboriginal Organization agrees to the provisions with respect to the Fishery and the other provisions set out in this Agreement, for the period of their applicability as set out in this Agreement, for the purpose of ensuring orderly management of fisheries and conservation of fisheries resources.
- 1(3) The Parties agree that this Agreement shall not serve to define or to limit Aboriginal or treaty rights, if any, and is not intended to be, and shall not be interpreted to be an agreement or a treaty within the meaning of section 35 of the *Constitution Act, 1982*.
- 1(4) The Parties recognize that this Agreement is the result of negotiations conducted within the context of current legislation, jurisprudence and government policy and as such, does not constitute, and shall not be interpreted as, evidence of the nature or extent of Aboriginal or treaty fishing rights and is made without prejudice to the positions taken by either Party with respect to Aboriginal or treaty rights or title.
- 1(5) The Parties acknowledge that the subject matter of this Agreement may become the subject of treaty negotiations between the federal Crown and one or more of the First Nations and that should this occur, the value of any benefit that has been obtained by the Aboriginal Organization through this Agreement may be considered in those negotiations and, if the First Nations agree, may be listed in the resulting treaty as partial fulfillment of the federal Crown's responsibilities under the treaty.

(6) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any Aboriginal or treaty rights of any other Aboriginal group.

1(7) The Parties intend that this Agreement supersede and replace all other arrangements and agreements with respect to the matters and issues addressed herein and that it establish the relationship between the Parties with respect to all such matters and issues.

Management of Fishery

2(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B-1 to this Agreement.

2(2) The Parties will share all mutually agreed to information obtained through the monitoring conducted in accordance with Schedule B-1 and all other information pertinent to the management of the Fishery.

2(3) The Parties will work together to develop a program related to increasing the involvement of the Aboriginal Organization in the management of fish harvesting by the First Nations in the Area.

2(4) The Parties agree to participate in a Fraser River Watershed management process designed to coordinate fisheries related activities of the Parties in order to provide for a coordinated approach to the management of fisheries and to the conservation, protection and enhancement of fish and fish habitat within the Watershed. The Watershed management process may include issues related to fish health and quality, as well as escapement and harvest levels.

Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C-1 to this Agreement.

Access to Salmon Excess to Spawning Requirements

4. The Parties agree to comply with the provisions pertaining to access to salmon excess to spawning requirements set out in Schedule D-1 to this Agreement.

Aboriginal Fisheries Officers

5. The Parties agree to comply with the provisions pertaining to Aboriginal Fisheries Officers set out in Schedule E-1 to this Agreement.

Integrated Fisheries Management

6(1) The Aboriginal Organization will participate in committees and other consultative structures as set out in Schedule F-1 for the purpose of integrating the management of the fisheries.

6(2) The management provisions of this Agreement may be coordinated with the management provisions of watershed agreements and other agreements entered into with other Aboriginal groups to ensure integrated management of the stocks used by all groups.

Habitat

7. The Parties agree to comply with the provisions pertaining to habitat set out in Schedule G-1 to this Agreement.

Cooperative Management, Economic Development and Funding

- 8(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H-1 to this Agreement.
- 8(2) The Parties agree to comply with the provisions pertaining to assistance other than monetary assistance set out in Schedule I-1 to this Agreement.
9. A Party may, in its discretion, engage in public consultation on any aspect of this Agreement or its implementation. Both Parties agree to advise the other Party before engaging in any such consultation and agree to respect the confidentiality of any negotiations with respect to this Agreement.
10. DFO and the Aboriginal Organization agree to keep relevant federal departments and relevant provincial agencies advised of the status and nature of any negotiations with respect to this Agreement and to invite such departments and agencies to participate in negotiations where appropriate.

Other Contributions and Assistance

[Section 11 to be used for contributions for over \$100,000]

- 11(1) The Aboriginal Organization declares that the contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source. (If Subsection 11(1) does not apply, the Aboriginal Organization must complete Subsection 11(2)).
- 11(2) The Aboriginal Organization declares that it has or will be receiving assistance for the Project from other sources. The Aboriginal Organization shall provide details and amounts of such assistance in the following manner:
- \$ _____ from other federal departments _____
- \$ _____ from the government of the province of _____
- \$ _____ from _____ (regional or municipal government)
- \$ _____ from _____ (Crown corporation)
- \$ _____ from _____ (private sector organisation)
- 11(3) The Aboriginal Organization agrees to inform DFO promptly in writing of any additional financial assistance to be received for the Project other than that referred to in subsection 11(2).
- 11(4) DFO shall have the right to reduce its contribution by the amount of any additional assistance referred to in this section that is to be received by the Aboriginal Organization, or to require repayment of an amount equal to the amount of such assistance if DFO's contribution has already been paid. Upon receipt of notice to repay under this section, the Aboriginal Organization agrees to repay the amount as a debt due to DFO.

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Debts Owning the Crown

12. The Aboriginal Organization must declare if any amounts are owing to the federal government under any legislation or other contribution agreements. Such amounts owing to the government may be set off against payments due to the Aboriginal Organization under this Agreement.

Lobbyists Registration

13. The Aboriginal Organization will ensure that any person lobbying on their behalf is registered pursuant to the *Lobbyists Registration Act*, R.S.C. 1985, c. 44 (4th supp.).

Joint Technical Advisory Committee

14. The Parties hereby establish the Joint Technical Advisory Committee described in Schedule J-1 of this Agreement.

Fisheries Management

15. The Parties agree to comply with the provisions pertaining to fisheries management set out in Schedule K-1 to this Agreement.

Ratification

- 16(1) The Aboriginal Organization warrants that the representative who executes this Agreement on behalf of the Aboriginal Organization has authority to bind the members of the Aboriginal Organization and the members of the First Nations.
- 16(2) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of DFO.
- 16(3) Execution of this Agreement by the representative referred to in subsection 16(1) constitutes ratification of this Agreement by the Aboriginal Organization and the First Nations.
- 16(4) The Aboriginal Organization will inform the members of the First Nations of the contents of this Agreement.

Duration and Termination

- 17(1) This Agreement will come into force on execution by both Parties and, subject to subsections 17(2) to 17(8), will terminate on March 31, 2004 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 17(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 17(3) Notwithstanding subsection 17(2), this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.
- 17(4) Unless otherwise provided for in a schedule to this Agreement, a schedule to this Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.

- Notwithstanding subsection 17(4), a schedule to this Agreement may be terminated for non-compliance with the schedule immediately on notice in writing to that effect given to the other Party.
- 17(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.
- 17(7) A First Nation may advise DFO that the Aboriginal Organization no longer acts for and on behalf of the First Nation by sending a notice in writing to that effect to DFO.
- 17(8) Notwithstanding subsection 17(2), where DFO receives a notice in writing from a First Nation to the effect that the Aboriginal Organization no longer acts for and on behalf of the First Nation, DFO may terminate this Agreement immediately on notice in writing to that effect to the Aboriginal Organization.

Notice and Representatives

- 18(1) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required to be given pursuant to this Agreement, it shall be in writing and delivered personally, by courier, regular mail or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:

To DFO:

Department of Fisheries and Oceans
Stn #13 - 194
200 Kent Street
Ottawa, Ontario
K1A 0E6

Attention: Director General
Aboriginal Policy and Governance Branch

Telephone: (613)991-0181
Facsimile: (613)993-7651

To the Aboriginal Organization:

Carrier Sekani Tribal Council
2ND Floor, 1460 6th Avenue
Prince George, B.C.
V2L 3N2

Attention: Mavis A. Erickson, Tribal Chief
Telephone: (250)562-6279
Facsimile: (250)562-8206

- 18(2) A notice, request, direction, information or other communication shall be deemed to have been received the following business day if sent by courier, facsimile transmission or delivered in person, or five days after the posting if sent by regular mail.
- 18(3) A Party may change its representative, address or telephone or facsimile number by giving a notice of change to the other Party in accordance with subsection 18(1).

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Schedules

- 9(1) The following Schedules form part of this Agreement:
- | | |
|--------------|---|
| Schedule A | description of Area |
| Schedule B-1 | provisions pertaining to the Fishery |
| Schedule C-1 | provisions pertaining to communal commercial fisheries access |
| Schedule D-1 | provisions pertaining to access to salmon excess to spawning requirements |
| Schedule E-1 | provisions pertaining to Aboriginal Fisheries Officers |
| Schedule F-1 | provisions pertaining to the integration of the management of fisheries |
| Schedule G-1 | provisions pertaining to habitat |
| Schedule H-1 | provisions pertaining to monetary assistance |
| Schedule I-1 | provisions pertaining to assistance other than monetary assistance |
| Schedule J-1 | provisions pertaining to the joint technical advisory committee |
| Schedule K-1 | provisions pertaining to fisheries management |
- 19(2) It is understood that with respect to Schedules B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, J-1 and K-1, all of the applicable provisions may not be agreed on and contained in the relevant schedules at the time of the signing of this Agreement. The Parties will therefore work together and agree from time to time on additional provisions pertaining to the matters dealt with in these Schedules. Where the Parties agree on additional provisions, the Parties will set out those provisions in additional schedules and the schedules will become part of this Agreement on the written agreement of both Parties.
- 19(3) Where pursuant to subsection 19(2) an additional schedule becomes part of this Agreement, the additional schedule will make reference to the particular schedule to which it relates and will be numbered in chronological order. For example, if the additional provisions relate to the provisions pertaining to the Fishery as set out in Schedule B-1 to this Agreement, the first of the additional schedules setting out provisions pertaining to the Fishery will be identified as "Schedule B-2" to this Agreement, the second additional schedule as "Schedule B-3" and so on.
- 19(4) A reference to Schedule B, C, D, E, F, G, H, I, J or K means Schedule B-1, C-1, D-1, E-1, F-1, G-1, H-1, I-1, J-1, or K-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection 19(2) and thus bear the same letter.
- General**
- 20(1) The Parties acknowledge that the Minister is responsible for conservation. Subject to the final decision-making authority of the Minister, DFO and the First Nations will work together to implement this Agreement.

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- No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- J(3) No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for the Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
- 20(4) The Aboriginal Organization will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The Aboriginal Organization will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 20(5) No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.
- 20(6) Nothing contained in this Agreement, nor any acts of the Aboriginal Organization or a First Nation or of DFO shall constitute or be deemed to constitute the Aboriginal Organization or a First Nation as an agent of DFO or DFO as an agent of the Aboriginal Organization or a First Nation.
- 20(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 20(8) Any information to be provided by or to DFO or shared by or with DFO pursuant to this Agreement shall be subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and the *Privacy Act*, R.S.C. 1985, c. P-21, as amended from time to time.
- 20(9) Where pursuant to this Agreement the Aboriginal Organization undertakes activities, the Aboriginal Organization will comply with the *Fisheries Act*, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.
- 20(10) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 20(11) Without limiting the generality of subsections 20(9) and 20(10), the Aboriginal Organization will ensure that any authorizations required pursuant to subsection 35(2) of the *Fisheries Act*, R.S.C. 1985, c. F-14 and any other authorizations required by law are obtained prior to the commencement of any habitat, enhancement or other activities, under this Agreement, and that those activities are conducted in accordance with those authorizations.
- 20(12) The Aboriginal Organization shall not assign or subcontract this Agreement or any part thereof.
- 20(13) Subject to section 19 and subsection 20(5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 20(14) The Aboriginal Organization shall indemnify and save harmless Her Majesty the Queen in Right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Aboriginal Organization or any of the First Nations, its officers, members, employees, agents, contractors, or anyone for whom the Aboriginal Organization or any one of the First Nations is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.

- 5)(a) If any issue arises under this Agreement, the Parties shall meet at their earliest convenience to attempt to find a mutually acceptable solution to the issue.
- (b) If the Parties do not reach a mutually acceptable solution to the issue within a reasonable time, the Parties shall refer the issue in writing to the RDG who will resolve the issue and notify the Aboriginal Organization in writing of his or her decision.
- (c) Nothing in this section shall be interpreted as limiting the authority of DFO to act as necessary to manage or conserve fisheries resources.
- 20(16) Any work or other activities carried out by or on behalf of the Aboriginal Organization and any members of the Aboriginal Organization pursuant to this Agreement shall be carried out to the satisfaction of DFO and in accordance with scientific standards, quality standards and other standards established jointly by DFO and the Aboriginal Organization.
- 20(17) The obligations of the Aboriginal Organization under subsection 20(14) shall survive the termination of this Agreement.
- 20(18) The Aboriginal Organization shall purchase, provide and maintain insurance, including third-party liability insurance, suitable to both the Aboriginal Organization and DFO.
- 20(19) The Aboriginal Organization will provide DFO with copies of the insurance policies referred to in subsection 20(18) upon request.

Definitions

21. In this Agreement:
- 'Aboriginal Fisheries Officer' means a member of a First Nation who is designated by the Minister further to Schedule E-1 to this Agreement;
- 'Agreement' means this Agreement and the Schedules thereto;
- 'First Nation' means one of the First Nations;
- 'First Nations' means the following bands:
- (a) Wet'suwet'en First Nation;
 - (b) Burns Lake Indian Band;
 - (c) Nak'azdli Indian Band;
 - (d) Stellat'en First Nation; and
 - (e) Takla Lake Indian Band;
- 'Fiscal Year' means the twelve-month period beginning with April 1 of a year and ending with March 31 of the next year;
- 'Fishery' means the fishing described in Schedule B-1;
- 'Minister' means the Minister of Fisheries and Oceans;
- 'RDG' means the Director General, Pacific Region, Department of Fisheries and Oceans.

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IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized on their behalf this 16 day of July, 2003.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Director General, Aboriginal Policy and Governance Branch

CH Ryan
Witness

Mavis A. Erickson
Director General
Aboriginal Policy and Governance Branch
Department of Fisheries and Oceans

Carrier Sekani Tribal Council by its duly authorized representative

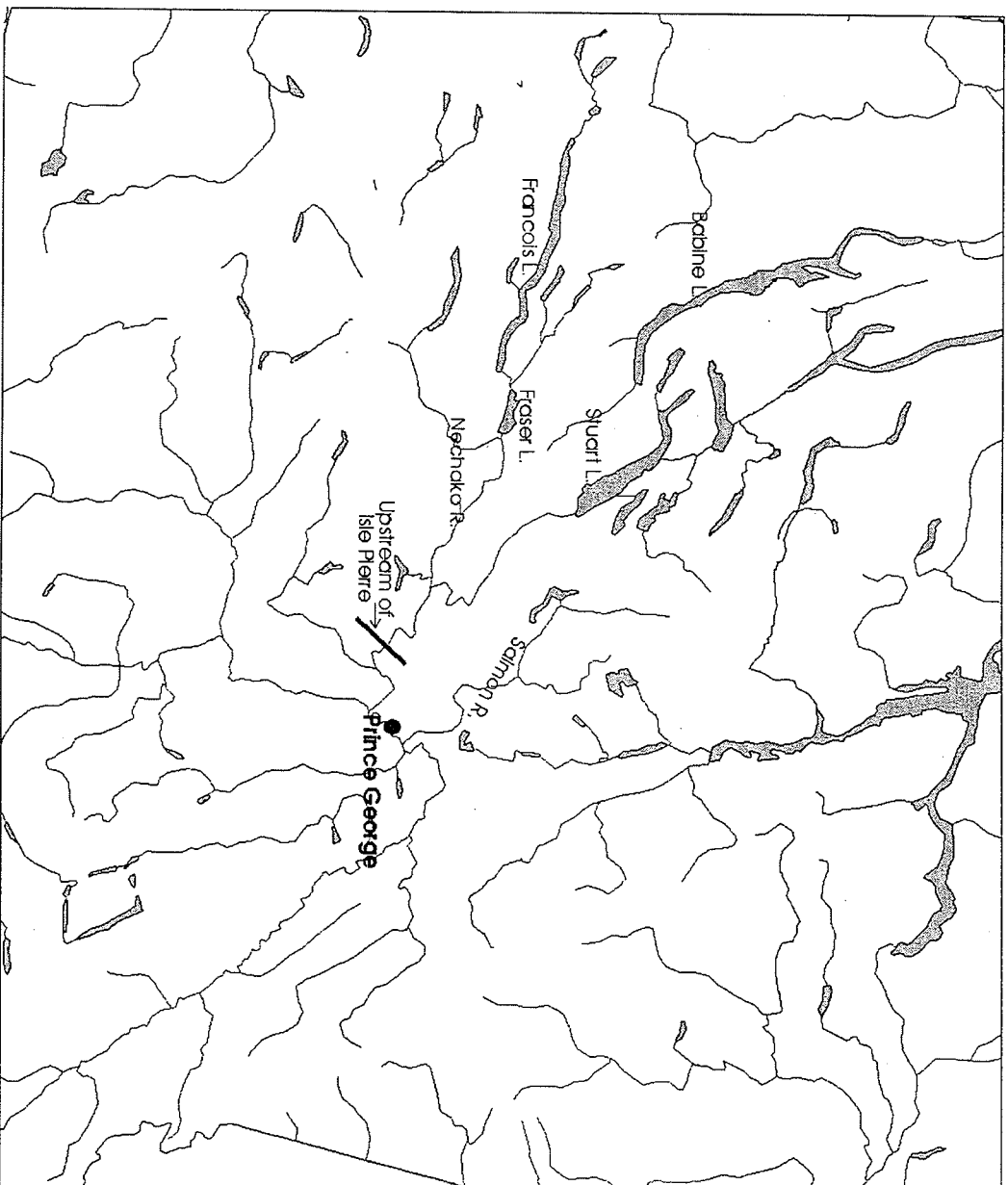
Mavis A. Erickson
Witness

Mavis A. Erickson
Mavis A. Erickson, Tribal Chief

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SCHEDULE A

AREA



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SCHEDULE B-1**Fishery****Quantity**

- 1(1) The Aboriginal Organization may fish for food, social, and ceremonial purposes for the species of salmon in accordance with Appendix 1 to this Schedule.
- For management purposes, the Aboriginal Organization agrees to fish for the species of salmon in the quantities set out in the Communal Licence. In the event that the Aboriginal Organization identifies an increase in the food, social and ceremonial needs of its members, the Parties will review the quantities and, if agreed by the Parties, will amend the quantities and reflect any amendment in the Communal Licence. The quantity of salmon reflected in the Communal Licence are subject to consultation each year, at which time the needs of the members of the Aboriginal Organization and conservation requirements will be reviewed by the Parties.
- 1(2) The Aboriginal Organization agrees to limit the fishing by the First Nations and their members to fishing as set out in this Schedule and the rest of this Agreement.
- 1(3) Notwithstanding subsection 1(2), nothing in this Schedule or the Communal Licence will prevent the First Nations and their members from fishing under the authority of any other licence issued under the *Fisheries Act* and the regulations made pursuant to that Act.
- 1(4) The quantity of each species of salmon set out in the Communal Licence includes any fish of that species taken as by-catch where fishing is directed against salmon or against any other species of fish.

Fishing Plan

- 2(1) DFO agrees to manage the various fisheries with the goal of providing the Aboriginal Organization with a reasonable opportunity to catch the fish referred to in subsection 1(1).
- 2(2) The Parties will develop a stock harvest management plan, the objective of which will be to provide the Aboriginal Organization with a reasonable opportunity to catch the fish referred to in subsection 1(1) while balancing exploitation rate across stocks and timing groups to ensure adequate escapement of all stocks and timing groups.
- 2(3) The dates and times, on which fishing for the salmon referred to in subsection 1(1) may occur, are as set out in Appendix 1 to this Schedule.
- 2(4) The RDG may, by order, vary the waters in which, or the dates and times on which, a designated person may fish.
- 2(5) DFO may, for the purposes of conservation and protection of fish, amend the conditions of the Communal Licence.
- 2(6) No variations or amendments described in subsections 2(4) and 2(5) will be implemented unless DFO has first consulted with the Aboriginal Organization, except where circumstances require immediate action, in which case DFO will consult with the Aboriginal Organization at the first available opportunity.

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- 2(7) The Parties have developed a monitoring and enforcement protocol, attached as Appendix 3 to this Schedule, to assist the Parties in conducting monitoring and enforcement activities pursuant to this Agreement.

Disposition of Fish

- 3(1) The Aboriginal Organization agrees that the fish referred to in subsection 1(1) are for food, social and ceremonial purposes and may not be sold, traded or bartered.
- 3(2) For greater certainty, subsection 3(1) shall not be interpreted as precluding the traditional exchange or distribution of fish or fish products within and between Aboriginal communities.

Licensing

- 4(1) For management purposes, DFO will issue to the Aboriginal Organization a Communal Licence to catch the species and quantity of fish in accordance with subsection 1(1) and Appendix 1 to this Schedule. The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4(2) The conditions of the Communal Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement.

Proof of Designation to Fish Under the Licence

- 5(1) The fishing referred to in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5(2) All members of the Aboriginal Organization are designated to fish. Member First Nations may designate additional persons as set out in subsection 7(1). The Aboriginal Organization may prepare a list of its members who have documentation establishing membership with the Aboriginal Organization, but who nevertheless are not designated to fish. Once the list is provided to DFO pursuant to subsection 7(2), the members of the Aboriginal Organization whose names are on the list are not designated.

- 5(3) A person fishing as set out in this Schedule will carry documentation establishing membership in the Aboriginal Organization or a designation card at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the documentation or designation card to a DFO fishery officer or a DFO fishery guardian upon request.

Gear and Effort

6. The total number of each type of gear identified in Appendix 1 to this Schedule in use at any one time shall not exceed the maximum number identified in that Appendix.

Management Responsibility of the Aboriginal Organization

- 7(1) The Stellat'en First Nation, Nak'azdli Indian Band, and Takla Lake Indian Band will designate additional persons to fish by issuing designation cards. Each card will be personal and non-transferable and will bear a unique card number and the name of the person designated.

- 7(2) Before the fishing described in this Schedule commences, the Aboriginal Organization will provide to DFO:
- (a) a list of the names of the members of the First Nations who have documentation establishing membership with the Aboriginal Organization but who nevertheless are not designated to fish; and
 - (b) a list of the names of all additional persons designated to fish pursuant to subsection 7(1), together with their designation card numbers.
- 7(3) The Aboriginal Organization and the First Nations referred to in subsection 7(1) will:
- (a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;
 - (b) notify each person designated to fish of the conditions of the Communal Licence;
 - (c) incorporate the conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated; and
 - (d) notify each person designated of any amendments to this Schedule and of any amendments to the conditions in the Communal Licence.
- 7(4) The First Nations referred to in subsection 7(1) may amend the names and designation card numbers in the lists referred to in subsection 7(2).
- 7(5) The Aboriginal Organization will provide the amended lists referred to in subsection 7(4) of this Schedule to DFO before the persons who are newly designated and whose names are set out therein commence fishing.
- 7(6) The Aboriginal Organization and the First Nations will notify the persons who may fish as described in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.
- 7(7) The Aboriginal Organization will have Aboriginal Fisheries Catch Monitors present during openings of the Fishery.
- 7(8) The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 2 to this Schedule and to account for fish as set out in those provisions.
- 7(9) The Aboriginal Organization will provide a copy of this Schedule to each Aboriginal Fisheries Catch Monitor.
- Costs
8. The Aboriginal Organization is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.
- Other Species
9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

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Coming Into Force

10. This Schedule will come into force as of April 1, 2003 and, subject to section 17 of the Agreement, will terminate on March 31, 2004.

Definitions

11. In this Schedule:
- ‘Aboriginal Fisheries Catch Monitor’ means a person appointed by the Aboriginal Organization as an Aboriginal Fisheries Catch Monitor;
- ‘C&P’ means the Conservation and Protection Sector of DFO;
- ‘C&P Personnel’ means individuals employed by Conservation and Protection Sector of DFO;
- ‘Communal Licence’ means any communal fishing licence specified in Appendix 1 to this Schedule; and
- ‘Schedule’ means this Schedule and the attached Appendices 1, 2 and 3.

C E R T I F I C A T E

Appendix 1 to Schedule B-1**Communal Licence(s)**

1. Without limiting the generality of any other provision in this Schedule, and subject to subsection 2(4) of Schedule B-1, no fishing referred to in this Schedule shall be carried out under the Communal Licence for salmon, other than in accordance with the following conditions:
 - (a) By a designated person;
 - (b) Species and quantity:

DFO will consult with the Aboriginal Organization and its member First Nations regarding a harvest plan for salmon for 2003 to describe the species and maximum quantities. If by June 1, 2003, the Parties have not reached agreement on the harvest plan, DFO will issue a Communal Licence to the Aboriginal Organization;
 - (c) Location:
 - (i) persons designated to fish by the Stellat'en First Nation may fish on the west end of Fraser Lake;
 - (ii) persons designated to fish by Nak'azdli Indian Band may fish on the east end of Stuart Lake;
 - (iii) person designated by the Takla Lake Indian Band may fish on Takla Lake; and
 - (iv) other area(s) that may be identified at a later date and agreed to by the Parties;
 - (d) Dates and Times:

Fishing is authorized in the locations described in subsection 1(c) during the period commencing 0001 hours July 1, 2003 to 2400 hours September 30, 2003;
 - (e) Fishing Gear set at the location(s) and in the manner specified:
 - (i) Gillnets may be used in all locations described in subsection 1(c). Gillnets may not exceed sixty (60) feet in length in any river and one hundred (100) feet in length in any lake where fishing is authorized by the Communal Licence. Fishing is not permitted in any tributary stream or in waters shallower than fifteen (15) feet off the mouth of the above-noted waters; and
 - (ii) A harvest of sockeye salmon from the Stellako counting fence is permitted under a stock harvest management plan agreed to between DFO and the Stellat'en First Nation;
 - (f) Number of Fishing Gear/Type per designated person:

One gillnet only is permitted per designated person fishing;
 - (g) Maximum number of Fishing Gear/Type at any one time:

One gillnet only is permitted to be used at any one time by a designated person;

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(h) Gear Marking:

All nets must be marked with a float attached to one end thereof, bearing the name of the person fishing and his/her designation card number;

(i) Record Keeping and Catch Monitoring:

Each First Nation will monitor the fishing in the locations where persons designated by it are permitted to fish and will send the information Monday morning to the Carrier Sekani Tribal Council office in Prince George. The Aboriginal Organization will provide DFO with up to date catch information by sending the data by e-mail on Monday each week during the fishing period.

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Appendix 2 to Schedule B-1**Activity Monitoring**

1. DFO and the Aboriginal Organization will work cooperatively for the purposes of gathering detailed information on the number of fish caught in the Fishery.
2. The Aboriginal Organization will provide DFO with harvest information on a weekly basis during the Fishery and will keep a running total by species of the number of fish harvested, or as otherwise specified in the Communal Licence.
3. DFO may, in its discretion, verify the catch monitoring and reporting processes of the Aboriginal Organization, including on-site inspections.

Appendix 3 to Schedule B-1

Monitoring and Enforcement Protocol

Purpose

1. In accordance with Schedule B-1, this Appendix shall be used to assist the Parties in conducting monitoring and enforcement activities, but does not, and is not intended to, restrict the powers of DFO fishery officers or DFO fishery guardians designated under the *Fisheries Act*. Further, this Appendix is not intended to restrict the protection of the rights of aboriginal people provided by section 35 of the *Constitution Act, 1982*.

Coordination of Monitoring and Enforcement Activities

- 2(1) C&P Personnel, and representatives of the Aboriginal Organization shall work cooperatively in implementing this Appendix.
- 2(2) C&P Personnel and the representatives of the Aboriginal Organization shall conduct the following activities:
 - (a) communicate regularly to discuss monitoring and enforcement issues; and
 - (b) share information concerning the occurrence of violations under the *Fisheries Act* and regulations thereto in the Area.

Consultation

- 3(1) C&P Personnel will attempt to consult with the representatives of the Aboriginal Organization before taking any enforcement action relating to fishing pursuant to this Agreement, except where prior consultation would compromise the effectiveness of an enforcement action. Where prior consultation would compromise the effectiveness of the enforcement action, DFO will consult with the representatives of the Aboriginal Organization as soon as possible after taking enforcement action.

- 3(2) The following shall be the designated representatives of the Aboriginal Organization for the purposes of consultation under this Appendix:

<u>Name</u>	<u>Phone Number</u>
Carrier Sekani Tribal Council	(250) 562-6279
Wet'suwet'en First Nation	(250) 698-7309
Burns Lake Indian Band	(250) 692-7717
Nak'azdli Indian Band	(250) 996-7171
Stellat'en First Nation	(250) 699-8747
Takla Lake First Nation	(250) 564-3704

- 3(3) The following shall be the designated representatives of the DFO for the purposes of consultation under this Appendix:

<u>Name</u>	<u>Phone Number</u>
Richard Elson, Fishery Officer	(250) 561-5510
Phil Taylor, Fishery Officer	(250) 561-5531

- 3(4) The Aboriginal Organization will be responsible for notifying its membership regarding fishing times, catch reporting locations and procedures, availability of

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fishing designation cards and any other restrictions or limits to catch that the Aboriginal Organization or member First Nations deem necessary.

Breach of Licence

4. Where there is a breach of the conditions of a communal licence and the Aboriginal Organization has taken or intends to take action against the person(s) designated to fish with respect to the breach, DFO shall take into account the Aboriginal Organization's actions in determining what action DFO will take.

Seizure of Fish and Fishing Gear

5. DFO shall carry out the disposition of any seized fish or fishing gear in accordance with the *Fisheries Act*. Any proceeds realized from such disposition shall be paid to the Receiver General for Canada. Where possible, seized fish will be made available for distribution to the elders within the Aboriginal Organization.

Documentation

6. Occurrence reports, violation reports and any enforcement actions taken during seizure of fish and fishing gear shall be properly documented in accordance with DFO policy and procedure.

Appearance Notices

7. Appearance notices shall be issued in accordance with this Appendix and DFO's *National Procedural Guidelines for Enforcement of Aboriginal Fishing for Food, Social and Ceremonial Purposes*.

Enforcement Guidelines

8. The Parties agree that DFO fishery officers and DFO fishery guardians may respond to the following circumstances by the procedure set out below:

- (a) Fishing where no Communal Licence has been issued:

Procedure: Nets shall be removed and live fish released. Nets and caught fish shall be seized and Appearance Notices issued.

- (b) Fishing without a designation/authorization card:

Procedure: Attempts should first be made to determine if a designation/authorization card has been issued by the Aboriginal Organization to the individual. Depending on circumstances, the individual(s) may be warned and advised to obtain and/or carry his/her designation/authorization card. Nets may be removed from the water. Nets and caught fish may be seized. Charges may be recommended.

On the first instance where a fisher who is not designated is fishing with a spouse (including a common-law spouse) who is designated, the non-designated fisher may be warned and advised to obtain a designation/authorization card.

No action will be taken against a person who does not have a designation/authorization card and is not fishing, but is in the company of a designated/authorized person who is fishing.

(c) Fishing during closed times or in a closed area:

Procedure: Nets and caught fish may be seized. Charges may be recommended.

If nets are being set less than one-half hour before an opening, warnings may be given in the first instance.

If nets are still set immediately after closing time, discretion may be used and either a warning may be issued or charges may be recommended.

(d) Use of gear not authorized by the Communal Licence:

Procedure: If the unauthorized gear is unmarked or unidentifiable, the nets and caught fish may be seized. Charges may be recommended.

If the unauthorized gear is marked or the designated fisher otherwise identifiable, nets and caught fish may be seized. Charges may be recommended.

(e) Improper or inadequately marked gear:

Procedure: Nets may be seized. Live fish will be released. Dead fish may be seized.

(f) Failure to comply with terms and conditions of designation/authorization card or Communal Licences:

Procedure: Designated fishers may be warned on the first instance. Nets and caught fish may be seized. Charges may be recommended.

(g) Misreporting or failure to report catch:

Procedure: Caught fish may be seized. Charges may be recommended.

(h) Unauthorized sale of fish:

Procedure: Equipment and caught fish may be seized. Charges shall be recommended.

(i) Fishing with more than one net:

Procedure: Nets and caught fish may be seized. Charges shall be recommended.

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SCHEDULE C-1

Communal Commercial Fisheries Access

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

SCHEDULE D-1

Access to Salmon Excess to Spawning Requirements

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

SCHEDULE E-1

Aboriginal Fisheries Officers

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

SCHEDULE F-1

Integrated Fisheries Management

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

SCHEDULE G-1

Habitat

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

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SCHEDULE H-1

Monetary Assistance

Definitions

1. In this Schedule:

'Allowable Costs' means costs and expenses approved by DFO that are incurred by and are paid or payable by the Aboriginal Organization during the Fiscal Year referred to in subsection 2(1) of this Schedule in carrying out the Project and are described in Appendix 1 to this Schedule, but does not include any Goods and Services Tax (GST) paid in relation to those costs and expenses for which the Aboriginal Organization may claim reimbursement or exemption;

'Contribution' means the amount referred to in subsection 2(1) of this Schedule;

'month' means a calendar month or part of a calendar month; and

'Project' means the activities described in Appendix 2 to this Schedule, as may be described in more detail in accordance with subsection 3(2) of this Schedule.

Contribution and Role

- 2(1) DFO will contribute to the Aboriginal Organization up to FOUR HUNDRED AND SIXTY THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$460,250.00) during the Fiscal Year 2003-2004 to be used exclusively for paying Allowable Costs. Any interest earned by the Aboriginal Organization on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs.
- 2(2) In carrying out the Project, the Aboriginal Organization will:
 - (a) act as recipient and administrator of the Contribution;
 - (b) carry out all its obligations and comply with all the terms and conditions set out in this Schedule;
 - (c) liaise with DFO with respect to the Project on behalf of the First Nations; and
 - (d) coordinate the Project with fisheries-related activities carried out by or on behalf of any other Aboriginal group if the Project and the fisheries-related activities are in respect of the same watershed.

Requirements Prior to Advances

- 3(1) The Aboriginal Organization will provide to DFO, as soon as possible after the coming into force of this Schedule:
 - (a) a projection of Allowable Costs to be paid during the Fiscal Year referred to in subsection 2(1) of this Schedule, commencing on the day following the date this Schedule comes into force, in the form as set out in Appendix 3 to this Schedule; and
 - (b) a projected summary of results in the form as set out in Appendix 4 to this Schedule.
- 3(2) DFO may, in its discretion, require the Aboriginal Organization to provide to DFO a detailed description of the Project that is consistent with the description set out

in Appendix 2 to this Schedule and that this is in a form acceptable to DFO. The detailed description will describe the Project to be undertaken by the Aboriginal Organization and the Aboriginal Organization's obligations in carrying out the Project in more detail than is set out in Appendix 2 to this Schedule.

- 3(3) Where the Project, or any part of it, requires an environmental assessment under the *Canadian Environmental Assessment Act*, S.C. 1992, c.37, DFO shall fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Schedule. Should the Project, or any part of it, change after the environmental assessment is completed, the Aboriginal Organization will immediately provide DFO with a detailed description of the changed Project. If this changed Project description is consistent with the description set out in Appendix 2 of the Schedule and meets with DFO's approval and the changed Project requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO shall fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Schedule.

Method of Payment

Reimbursement

- 4(1) Where this Schedule comes into force after April 1, 2003, the Aboriginal Organization may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 2003, to the date of the coming into force of this Schedule, which claim will include:
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project; and
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule.
- 4(2) Where pursuant to subsection 4(1) of this Schedule, the Aboriginal Organization submits a claim for reimbursement, DFO will reimburse the Aboriginal Organization for Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the claim.

Advances

- 5(1) Following receipt of a cash-flow projection referred to in subsection 3(1) or 8(3) and subject to subsections 11(2) and 11(3), at the beginning of the first three-month period and monthly thereafter, DFO will provide an advance to the Aboriginal Organization equal to the Allowable Costs for that three-month period or month that the Aboriginal Organization projected in the cash-flow projection.
- 5(2) Where a statement of balance referred to in paragraph 8(2)(d) or 9(a) indicates that the total of the reimbursement, advances and payments paid to the Aboriginal Organization pursuant to this Schedule exceed Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the statement of balance (the 'Positive Balance'), DFO shall deduct the Positive Balance from any advance or advances, or payment or payments to be made by DFO to the Aboriginal Organization pursuant to subsection 5(1) or section 7 of this Schedule.

Supplementary Payments

- 6(1) Following receipt of a supplementary report referred to in section 9 of this Schedule, DFO may in its discretion increase the amount to be paid during the period covered by the revised cash-flow projection contained in the supplementary report by:
- (a) adjusting the amounts of the advances to be provided, pursuant to subsection 5(1) of this Schedule, during the period; or
 - (b) paying an additional payment to the Aboriginal Organization.
- 6(2) In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 4(2), 5(1) and 6(1) respectively, exceed FOUR HUNDRED AND THIRTY-SEVEN THOUSAND, TWO HUNDRED AND THIRTY-SEVEN DOLLARS, AND SEVENTY-FIVE CENTS (\$437,237.75).
- Final Payment**
7. Subject to subsection 11(1) of this Schedule, following receipt and approval of the final report referred to in section 10, DFO will pay to the Aboriginal Organization the amount, if any, by which the Aboriginal Organization's total Allowable Costs as reported in the final report exceed all payments, advances and reimbursements made by DFO under this Schedule.

Reports

Interim Reports

- 8(1) After the coming into force of this Schedule, DFO will notify the Aboriginal Organization of the dates by which the Aboriginal Organization is to have completed and submitted the reports and other information referred to in subsection 8(2) and the period of time which the reports and other information are to cover.
- 8(2) The Aboriginal Organization will complete and submit to DFO for each period of time set out in the notice referred to in subsection 8(1), an interim report containing:
- (a) a report on the progress of the Aboriginal Organization in carrying out the Project during that period, itemized in relation to each of the activities of the Project;
 - (b) a report on Allowable Costs paid or payable during that period, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable during that period, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and
 - (d) a statement of balance as of the last day in the period in the form as set out in Appendix 5 to this Schedule;
- on or before dates referred to in subsection 8(1) of this Schedule.
- 8(3) The Aboriginal Organization may, in conjunction with an interim report referred to in subsection 8(2), submit a revised cash-flow projection in the form as set out in Appendix 3 to this Schedule, showing Allowable Costs the Aboriginal

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Organization expects to incur during the remainder of the Fiscal Year referred to in subsection 2(1) of this Schedule.

Supplementary Reports

9. The Aboriginal Organization may, at any time prior to the submission of the final report referred to in section 10 of this Schedule, submit a supplementary report consisting of:
- (a) a statement of balance as of the date of the report in the form as set out in Appendix 5 to this Schedule;
 - (b) a report on the progress of the Aboriginal Organization in carrying out the Project to the date of the report, itemized in relation to each of the activities of the Project;
 - (c) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each of the activities of the Project;
 - (d) a report on Allowable Costs paid or payable to the date of the report, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule; and
 - (e) a revised cash-flow projection in the form attached as set out in Appendix 3 to this Schedule.

Final Report

10. Within seventy-five (75) days following:
- (a) the Aboriginal Organization incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution; or
 - (b) completion of the Project; or
 - (c) termination of this Schedule or the Agreement; or
 - (d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule; or
 - (e) abandonment of the Project by the Aboriginal Organization;
- whichever first occurs, the Aboriginal Organization will complete and submit a final report containing:
- (f) a progress report on the Project itemized in relation to each of the activities of the project;
 - (g) a report on Allowable Costs paid or payable, itemized in relation to each of the activities of the Project;
 - (h) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost set out in Appendix 1 to this Schedule;
 - (i) a statement of balance in the form as set out in Appendix 5 to this Schedule;
 - (j) a summary of results in the form as set out in Appendix 4 to this Schedule; and

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- (k) an audited statement, if required, as set out in section 12.

Holdback and Overpayments

- 11(1) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Schedule exceed FOUR HUNDRED AND SIXTY THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$460,250.00).
- 11(2) All payments made pursuant to this Schedule are subject to DFO approving the Aboriginal Organization's projected costs and actual expenditures as set out in the reports submitted pursuant to subsections 3(1), 4(1) and 8(2) and sections 9 and 10 of this Schedule.
- 11(3) Where the Aboriginal Organization fails to provide:
- (a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10 of this Schedule or the audited statement referred to in section 12 of this Schedule;
 - (b) a detailed description of the Project in accordance with subsection 3(2);
 - (c) the cash-flow projection referred to in subsection 3(1); or
 - (d) the statement of balance referred to in subsection 11(4);
- in a form acceptable to DFO, or by the date the report or information is due, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the relevant document or information in a form acceptable to DFO.

- 11(4) DFO may, in its discretion, require the Aboriginal Organization to provide a statement of balance in the form as set out in Appendix 5 to this Schedule at any time.

- 11(5) Where the Aboriginal Organization provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 of this Schedule, but the report does not, in DFO's opinion, contain the information required for the report, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization pending receipt by DFO from the Aboriginal Organization of the information required.

Audit

12. The Aboriginal Organization, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by an accountant certified to practice in the Province of British Columbia and authorized to prepare such statements in that Province.

General Provisions

- 13(1) The Aboriginal Organization shall:
- (a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with accounting principles generally accepted in Canada;
 - (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph 13(1)(a) together with reports and any other

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documents related to the Project for a period of two (2) years following termination of this Schedule; and

(c) on demand, provide to DFO any of the documentation mentioned in paragraph 13(1)(a) for examination and audit by any person that DFO may from time to time designate.

13(2) Within fifteen (15) days following:

(a) the Aboriginal Organization having incurred Allowable Costs in an amount equal to or exceeding the full amount of the Contribution;

(b) completion of the Project described in Appendix 2 to this Schedule;

(c) termination of this Schedule or the Agreement;

(d) the end of the Fiscal Year referred to in subsection 2(1) of this Schedule; or

(e) abandonment of the Project by the Aboriginal Organization;

whichever first occurs, the Aboriginal Organization shall repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Allowable Costs.

13(3) The Aboriginal Organization shall refund to DFO, forthwith upon written request by DFO, any monies advanced to the Aboriginal Organization for which unsatisfactory evidence has been furnished by the Aboriginal Organization that the monies have been expended in accordance with this Schedule.

13(4) Any amount that the Aboriginal Organization is under an obligation to refund or reimburse under subsection 13(2) or 13(3) of this Schedule shall be a debt owing to Her Majesty the Queen in Right of Canada.

13(5) In no event will DFO make a reimbursement pursuant to subsection 4(2) or adjust the amounts of advances or pay an additional payment pursuant to subsection 6(1) following receipt of the final report referred to in section 10 of this Schedule.

13(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the Aboriginal Organization to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by facsimile transmission and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans
Suite 1230 – 401 Burrard Street
Vancouver, British Columbia
V6C 3S4

Attention: Manager, Aboriginal Fisheries

Telephone: (604) 666-8385

Facsimile: (604) 666-2336

13(7) The obligations of the Aboriginal Organization under section 12 and subsections 13(1) to 13(4) of this Schedule shall survive the termination of this Schedule and the Agreement.

13(8) In accordance with section 40 of the *Financial Administration Act*, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the Fiscal Year in which any commitment hereunder would come due for payment.

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Coming Into Force

14. This Schedule comes into force as of April 1, 2003.

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Appendix 1 to Schedule H-1**Description of Allowable Costs**

Allowable Costs will consist of the following types of Allowable Costs:

- (a) administrative costs comprised of:
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) supplies and materials costs; and
 - (iv) overhead, including printing and copying charges;
- (b) operational costs comprised of:
 - (i) salaries and benefits;
 - (ii) other labour costs;
 - (iii) costs incurred in establishing and operating an office or offices;
 - (iv) costs incurred in constructing, establishing and maintaining other facilities;
 - (v) costs incurred in purchasing and renting supplies, materials and equipment needed to carry out the Project, including the purchase, lease, repair and maintenance of stock assessment materials, equipment and supplies, vehicle and boat rentals and related transportation costs, and crew safety gear;
 - (vi) travel, accommodation, meeting and related expenses; and
 - (vii) professional fees, consultants' fees and other services other than litigation costs;
- (c) costs incurred in carrying out any audits required by DFO.

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Appendix 2 to Schedule H-1

Description of the Project

The Project consists of activities carried out by the Aboriginal Organization and approved by DFO related to the following:

<u>DESCRIPTION OF ACTIVITY</u>	<u>ESTIMATED EXPENDITURE</u>
1. Negotiation of Fisheries Management	\$92,400.00
(a) <u>Community Meetings</u>	\$48,100
Funding for community meetings is provided for the purpose of consulting with DFO on fisheries management plans, fish conservation issues, fisheries policy, and fisheries agreements. These include meetings held in a watershed forum, meetings with other Aboriginal organizations, and local community meetings.	
(b) <u>Community Liaison</u>	\$44,300
In an effort to improve internal communications, the Aboriginal Organization will hire one person from each member First Nation to work two days per month for 12 months. These individuals will be key contacts to assist with following up on fisheries issues, reviewing fisheries correspondence sent to the band office and communicating with Chief and council and the Aboriginal Organization's fisheries representatives.	
2. Management of Aboriginal Fishing	\$12,600.00
(a) <u>Catch monitoring</u>	\$12,600
Catch monitoring will occur for the Aboriginal Organization's salmon fisheries in the following areas:	
<ul style="list-style-type: none"> • Stellako River/West end of Fraser Lake; • Nechako River, from Isle Pierre to Fimmore; • Stuart Lake, near Fort St. James; • Takla Lake; 	
A meeting will be held with DFO's fisheries management staff and the Aboriginal Organization's fisheries staff, prior to commencement of fishing activities, for the purpose of agreeing on the specific catch data that will be recorded and the reporting procedures. Catch figures will be submitted by e-mail to the appropriate DFO technical staff, in a format agreed to by DFO on Monday of each week during the fishing season.	

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3. Habitat Restoration**\$35,200.00**(a) Implementation of Habitat Protection

- (i) Ormond Creek Stream Clearance \$6,200
- Ormond Creek beaver control program and associated stream clearance is now fully funded through AFS. This will be the fourth year of sockeye returns from Stellako sockeye egg transplants to Ormond Creek. The project will help ensure that fish passage for returning adult spawners is not compromised. Beaver control is an annual requirement to ensure fish passage.
- (ii) Nithi River Management \$17,800

Summer low flows in Nithi River resulted in severe fish passage problems for sockeye salmon and resident trout and char. AFS funds contributed to a partnership program with the provincial Habitat Conservation Trust Fund. This resulted in the construction of a flow control at the outlet of Borel Lake (headwaters of Nithi River). A water gauge will be maintained and operated by the Aboriginal Organization. The operation of the water gauge will be associated with a flow control program that will be developed with technical expertise from DFO and provincial authorities. As well, ongoing monitoring and assessment of fish passage will be carried out on a regular basis. Beaver dams which are impassible to fish (sockeye) will be removed. This will allow better access to and higher utilization of spawning habitat. This project also benefits other fish species which use the system.

- (iii) Endako River Water Gauging \$11,200

A cooperative arrangement is set up with Water Survey of Canada whereby a flow monitor gauging station, complete with temperature recorder, will be operated throughout the year. The gauging station site is located at the outlet of Burns Lake.

4. Fish Enhancement**\$11,000.00**

- (a) Nadina Spawning Channel Downstream Fry Monitoring \$11,000

One Aboriginal Organization fisheries technical trainee will work with DFO supervisory staff to gain experience at monitoring and documenting Nadina River fry during their spring migration out of the Nadina spawning channel.

5. Community Based Research**\$291,550.00**(a) Survey and Assessment Projects

- (i) Stellako River Downstream Fry \$51,350

The Aboriginal Organization will monitor downstream sockeye salmon fry migrations. The Aboriginal Organization will work with DFO stock assessment staff to ensure that data is properly collected and accurately documented.

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- (ii) Driftwood River Fry Project \$59,750
- As a result of diminishing returns of the Early Stuart Sockeye Salmon run, the Aboriginal Organization will undertake a fry enumeration on the Driftwood River; which historically produced the largest numbers of this run. This project will attempt to identify reasons for the increasing reduction in run size.
- (iii) Ormand Creek Fry Enumeration Project \$0.00
- This project will not be run this year.
 (As a result of beaver removal and stream clearance last year 30 pair of sockeye adults were observed spawning in the creek. This project will indicate the survivability of the resulting sockeye fry.)
- (iv) Early Stuart Adult Sockeye Enumeration \$78,500
- The Aboriginal Organization and DFO will operate jointly the Early Stuart Adult Enumeration Program. With very low numbers expected to return this year it becomes even more important to do a full stock assessment this year. The Aboriginal Organization has proposed two camp sites again: Dust Creek camp, and Bulkley House. A combination of creek walks and fence construction will be used to assess Early Stuart numbers.
- (v) Stellako River Adult Spawner Enumeration \$54,650
- DFO stock assessment staff and the Aboriginal Organization fisheries employees will work cooperatively to enumerate sockeye salmon spawners returning to the Stellako River. DFO staff will provide on-site supervision.
- (vi) Water Temperature Monitoring Program \$7,150
- An ongoing water temperature monitoring program is being developed and implemented with DFO and Aboriginal Organization technical staff. Project work includes data logger installation and monitoring, and the reporting of data collected.
- (vii) Stuart Sturgeon Project \$29,950
- The Aboriginal Organization will be partnering with the Ministry of Water, Land, and Air Protection, to try and gain a better understanding of the relationship between Nechako white sturgeon and Stuart River white sturgeon, if any. The majority of the work will be tagging mature sturgeon on the Stuart River and monitoring them throughout the fall and winter months using radio telemetry equipment. This work is of real significance given the fact that flow control changes into the Nechako River that may benefit sturgeon will likely have consequences for migrating Stuart sockeye. The program has been endorsed by the Nechako River White Sturgeon Recovery Team, of which DFO is a significant participant.
- (viii) Endako River Chinook Enumeration \$10,200

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The Aboriginal Organization will carry out the enumeration of Chinook Salmon adults in the Endako River. This information will be compared to earlier count data in an effort to update chinook information in the system.

6. Training		\$17,250.00
(a) <u>Health and Safety Courses for Field Staff</u>	\$17,250	
Short courses required for safety reasons will be provided as needed by staff to carry out their field duties.		
7. Economic Development		\$0
8. Allocation Transfer Program		\$0
9. Stakeholder Consultation		\$0
10. Facilities Transfer		\$0
TOTAL		\$460,250.00

Appendix 3 to Schedule H-1

Cash-Flow Projection

for the Fiscal Year 2003-2004

MONTH	AMOUNT IN DOLLARS
April	
May	
June	
July	
August	
September	
October	
November	
December	
January	
February	
March	
TOTAL	

NOTE: The Aboriginal Organization should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

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Appendix 4 to Schedule H-1

Summary of Results

_____ Initial Estimate

_____ Final Report

A. The Fishery Described in Schedule B-1
(report total catch)

SPECIES	MAXIMUM QUANTITY	CATCH TO DATE	NUMBER OF PARTICIPANTS

B. Cooperative Management

1. Description of environmental improvements such as stream clearing or river-bank revegetation.
2. Summary of results of scientific research projects (attach final reports).
3. Description of fish enhancement other than hatchery activities.

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4. Salmon hatchery activities: N/A

SPECIES → ACTIVITY ↓ BROODSTOCK	SOCKEYE	CHINOOK	CHUM	COHO	PINK
	(number)	(number)	(number)	(number)	(number)
RELEASES:					
1. Unfed Fry					
2. Fed Fry					
3. Smolts					

C. Commercial Fisheries: N/A

1. Fish sold from Aboriginal Fisheries (allocations or Aboriginal-only harvesting areas).

SPECIES	AMOUNT SOLD (Specify unit, e.g. pieces, weight)	AVERAGE PRICE Obtained per unit (e.g. per lb.)	DOLLARS RE-INVESTED in Fisheries Management

2. Licences for Commercial Fisheries (commercial or Communal Commercial Licences)

SPECIES	LICENCE TYPE/GEAR	NUMBER OF LICENCES HELD THIS YEAR

3. ESSR Licences (surplus)

SPECIES	LOCATION	LICENSED AMOUNT (lbs., pieces)	CATCH	REVENUES	
				GROSS	NET of Catching Costs

D. Employment Summary

1. Employment in fishery management and cooperative management activities, excluding employment in harvesting and processing resulting from pilot sales arrangements and operation of Vessels under Communal Commercial Licences:

EMPLOYMENT	NUMBER OF PEOPLE	TOTAL NUMBER OF MONTHS OF FULL-TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
ABORIGINAL:			
- Aboriginal Fisheries Officers			
- Other			
NON-ABORIGINAL:			
- Aboriginal Fisheries Officers			
- Other			

2. Employment in harvesting and processing, including employment resulting from pilot sales arrangements and operation of Vessels under Communal Commercial Licences: N/A

EMPLOYMENT	NUMBER OF PEOPLE	TOTAL NUMBER OF MONTHS OF FULL-TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING:			
Aboriginal			
Non-Aboriginal			
PROCESSING:			
Aboriginal			
Non-Aboriginal			

E. Training Summary

TYPE OF TRAINING	NUMBER OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (Days/Weeks/Months)
Aboriginal Fisheries Officers			
Observer			
Scuba Diver			
Technical or Trade School			
Other			
TOTAL			

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F. Capital Acquisitions
 (durable goods with an initial value of \$500 or more):

DESCRIPTION		COST (\$)
1.		
2.		
3.		
4.		
TOTAL		

G. Other Revenues Generated/Leveraged
 (e.g. funding from other economic development programs)

SOURCE	AMOUNT	PURPOSE	PROJECTED JOBS CREATED	PROJECTED ANNUAL REVENUES GENERATED

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Appendix 5 to Schedule H-1

Statement of Balance

For the Period April 1, 2003 to March 31, 2004

Allowable Costs paid or payable \$

Minus:

- Contributions from DFO received to date \$

BALANCE \$

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SCHEDULE I-1

Non-Monetary Assistance

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

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SCHEDULE J-1**Joint Technical Advisory Committee**

- 1(1) The Aboriginal Organization will review, with DFO, fisheries activities to be carried out by the Aboriginal Organization to ensure that those activities fall within the mandate of DFO and reflect responsible management of the fisheries resource. To help meet these objectives and carry out activities associated with this Agreement, the Joint Technical Advisory Committee will provide recommendations to the Parties on biological, technical and project-planning issues, including specific harvesting plans for the Fishery.

Committee Membership

- 2(1) The Committee will consist of:
- (a) 3 members appointed by the Aboriginal Organization and
 - (b) 3 members appointed by DFO.
- 2(2) On invitation by the Parties, representatives from provincial ministries may participate in Committee meetings.
- 2(3) The Committee may establish its own rules of procedure.
- 2(4) The members of the Committee will work cooperatively to reach unanimous decisions.
- 2(5) The Committee will establish its own meeting schedule, but will meet not less than once every two (2) months and shall meet on the request of either Party.
- 2(6) The Committee will meet as required by the Parties.
- 2(7) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.

Definitions

3. In this Schedule:

'Committee' means the Joint Technical Advisory Committee established pursuant to section 14 of the Agreement.

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SCHEDULE K-1

Fisheries Management

(Schedule may be agreed upon pursuant to section 19 of this Agreement.)

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BETWEEN:

Her Majesty the Queen in Right of Canada as
represented by the Minister of Fisheries and
Oceans (DFO)

AND:

Carrier Sekani Tribal Council for and on
behalf of the First Nations which it represents
(Aboriginal Organization)

FISHERIES AGREEMENT
