

This Fisheries Agreement made

FA94-374

**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:** Lheit-Lit'en Nation Indian Band also known as Lheit-Lit'en First Nation (hereinafter called the "First Nation")

- OF THE SECOND PART -

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

AND WHEREAS the Parties are both interested in the conservation, protection and management of fisheries resources in the area outlined on the sketch attached as 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 First Nation in the management, protection and enhancement of fisheries resources and fish habitat in the Area.
- 1.(2) The First Nation 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 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 the First Nation and that, should this occur, the value of any benefit that has been obtained by the First Nation through this Agreement may be considered in those negotiations and, if the First Nation agrees, may be listed in the resulting treaty as partial fulfilment of the Federal Crown's responsibilities under the treaty.
- 1.(6) Nothing in this Agreement is intended to, nor shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.

**CERTIFIED COPY**

CHA

27-07-94

9/4/95

Sig: 7/15/94  
Exp: 3/31/95

\$110K

ID # 36

FA94-374

- 1.(7) This Agreement is negotiated pursuant to the Working Agreement #1 signed by the Parties on August 20, 1992. While this Agreement does not supersede or replace anything set out in the Working Agreement #1, the Parties intend that this Agreement will supersede and replace all other arrangements and agreements between the Parties with respect to the matters and issues addressed by this Agreement.

#### Management of the Fishery

- 2.(1) The Parties agree to comply with the provisions pertaining to the Fishery set out in Schedule B to this Agreement.
- 2.(2) The Parties agree to share all information obtained through the monitoring conducted in accordance with Schedule B 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 First Nation in the management of fish harvesting by the First Nation in the Area.

#### Communal Commercial Fisheries Access

3. The Parties agree to comply with the provisions pertaining to communal commercial fisheries access set out in Schedule C to this Agreement.
4. The Parties agree to comply with the provisions pertaining to access to salmon excess to spawning requirements set out in Schedule D 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 to this Agreement.

#### Integrated Fisheries Management

- 6.(1) The Parties agree that the First Nation shall participate in committees and other consultative structures as set out in Schedule F 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 to this Agreement.

#### Co-operative Management, Economic Development and Funding

- 8.(1) The Parties agree to comply with the provisions pertaining to monetary assistance set out in Schedule H 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 to this Agreement.
- 8.(3) Subject to subsections (4) to (8), DFO will, in each of the Fiscal Years 1995-1996, 1996-1997, 1997-1998, and 1998-1999, provide assistance in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$ 125,000.00) to the First Nation to help finance fisheries management activities.

**CERTIFIED COPY**

27-07-94  
CHR

- 8.(4) The assistance referred to in subsection (3) may include money and profit making opportunities related to fisheries.
- 8.(5) DFO will not provide the assistance referred to in subsection (3) for a Fiscal Year until after DFO and the First Nation agree on:
- (a) the portion of the assistance that will consist of money and the nature, extent and value of the other forms of the assistance to be provided in the Fiscal Year,
  - (b) the fisheries management activities that will be conducted and to which the assistance will be applied, and
  - (c) the other terms and conditions of the assistance,
- and until after DFO and the First Nation, pursuant to section 15:
- (d) add provisions to Schedule H to this Agreement that set out the terms and conditions of any monetary assistance; and
  - (e) add provisions to Schedule I to this Agreement that set out the terms and conditions of any assistance other than monetary assistance.
- 8.(6) The provisions referred to in paragraph (5)(d) will be in the form set out in Schedule H-1 to this Agreement and will include:
- (a) a description of the fisheries management activities that will be undertaken and to which the money will be applied; and
  - (b) a description of the costs and expenses on which the money may be expended, which costs and expenses must be incurred in the Fiscal Year.
- 8.(7) It is the intention of the Parties that any amount of money that DFO provides, pursuant to subsection (3), to help finance fisheries management activities will, over the term of this Agreement, decrease as other sources of assistance, including profits from fisheries-related economic activities undertaken by the First Nation, become available with the ultimate objective that fisheries management activities undertaken by the First Nation will, after the term of this Agreement, be entirely financed from sources other than DFO.
- 8.(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.
- 8.(9) The First Nation shall, on or before August 1, 1994 provide DFO with a business plan setting out:
- (a) a projection of the fisheries management activities to be undertaken by the First Nation during the term of this Agreement and the cost of those activities, consistent with the intent set out in subsection (7);
  - (b) a plan for the development of fisheries-related economic activities; and
  - (c) projections of the assistance from DFO that will be necessary for the First Nation:
    - (i) to carry out the fisheries management activities referred to in paragraph (a), and

**CERTIFIED COPY**

CHR

27-07-94

- (ii) to develop the fisheries-related economic activities referred to in paragraph (b).

- 8.(10) The total projected cost of the fisheries management activities projected to be undertaken by the First Nation in a Fiscal Year may exceed the amount of assistance provided pursuant to subsection (3), but:
- (a) the projected contribution of money by DFO in that Fiscal Year will not exceed that amount, and
- (b) the projected requirement for money from DFO must decline over the term of the plan in accordance with subsection (7).

#### Consultations

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 First Nation 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.

#### Implementation and Evaluation

11. The Parties hereby establish the Implementation Committee described in Schedule J.

#### Ratification

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

#### Duration and Termination

- 13.(1) This Agreement will come into force on execution by both Parties and, subject to subsections (2) to (8), will terminate on March 31, 1999 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 13.(2) This Agreement may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 13.(3) Notwithstanding subsection (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.
- 13.(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.

- 13.(5) Notwithstanding subsection (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.
- 13.(6) Non-compliance with a schedule constitutes non-compliance with this Agreement.

Notice and Representatives

- 14.(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, registered 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  
200 Kent Street  
11th Floor  
Ottawa, Ontario  
K1A 0E6

Attention: Marion Lefebvre  
Director General, Native Affairs

Telephone: (613) 990-0181

Facsimile: (613) 993-7651

To First Nation

Lheit-Lit'en Nation  
1257 4th Avenue  
Suite #5  
Prince George, B.C., V2L 3J5

Attention: Peter Quaw  
Chief

Telephone: (604) 563-9909

Facsimile: (604) 563-9906

- 14.(2) A notice, request, direction, information or other communication shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by courier, facsimile transmission or delivered in person.
- 14.(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 (1).

Schedules

- 15.(1) The following Schedules form part of this Agreement:

Schedule A	-	Sketch showing Area
Schedule B-1	-	Provisions pertaining to the Fishery
Schedule C-1	-	Provisions pertaining to communal commercial fisheries access

**CERTIFIED COPY**

27-07-94  
CVR

- 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 - Provisions pertaining to the Implementation Committee

- 15.(2) It is understood that, with respect to Schedules B-1, C-1, D-1, E-1, F-1, G-1, H-1, and I-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.
- 15.(3) Where, pursuant to subsection (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 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.
- 15.(4) A reference to Schedule B, C, D, E, F, G, H or I means Schedule B-1, C-1, D-1, E-1, F-1, G-1, H-1 or I-1 and any schedules relating to that schedule that have become part of this Agreement pursuant to subsection (2) and thus bear the same letter.

#### General

- 16.(1) Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the First Nation will work together to implement this Agreement.
- 16.(2) 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.
- 16.(3) No former Public Office Holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Officer Holders shall derive any direct benefit from this Agreement.
- 16.(4) The First Nation will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The First Nation will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 16.(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.

**CERTIFIED COPY**

CHR

27-07-94

- 16.(6) Nothing contained in this Agreement nor any acts of the First Nation or of DFO shall constitute or be deemed to constitute the First Nation as an agent of DFO or DFO as an agent of the First Nation.
- 16.(7) Neither Party shall at any time hold itself out as acting as an agent of the other Party.
- 16.(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.
- 16.(9) Where, pursuant to this Agreement, the First Nation undertakes activities, the First Nation will comply with the Fisheries Act, R.S.C. 1985, c. F-14 and regulations thereunder as amended from time to time.
- 16.(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.
- 16.(11) Without limiting the generality of subsections (9) and (10), the First Nation 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.
- 16.(12) The First Nation shall not assign this Agreement or any part thereof.
- 16.(13) Subject to section 15 and subsection (5), this Agreement sets forth the entire agreement and understanding between the Parties.
- 16.(14) The First Nation 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 First Nation, its officers, members, employees, agents, contractors or anyone for whom the First Nation is responsible in law or any or all of them, in carrying out this Agreement or any part thereof.
- 16.(15) DFO and the First Nation shall consult from time to time at the request of each other on all matters arising out of this Agreement and will work together to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 16.(16) Any work or other activities carried out by or on behalf of the First Nation and any members of the First Nation 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 First Nation.
- 16.(17) The obligations of the First Nation under subsection (14) shall survive the termination of this Agreement.

#### Definitions

17. In this Agreement:

"Aboriginal Fisheries Officer" means a member of the First Nation who is designated by the Minister further to Schedule E to this Agreement;

"Agreement" means this agreement and the schedules thereto;

**CERTIFIED COPY**

27-07-94  
CHR

"Fiscal Year" means the twelve month period beginning with April 1 of a year and ending with March 31 of the next year;

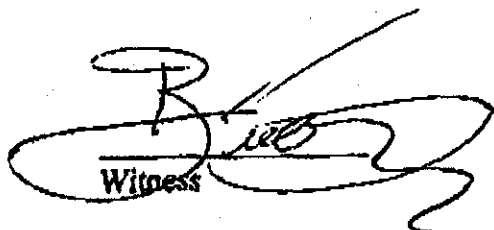
"Fishery" means the fishing described in Schedule B;


"Minister" means the Minister of Fisheries and Oceans;

"RDG" means the Director General, Pacific Region, Department of Fisheries and Oceans;

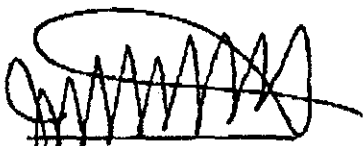
IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf this ~~5th~~ day of July, 1994.

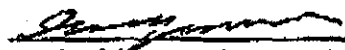
Lheit-Lit'en First Nation by its duly authorized representative

  
Witness

  
Chief Peter Quaw

Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans by the Director General, Native Affairs

  
Witness

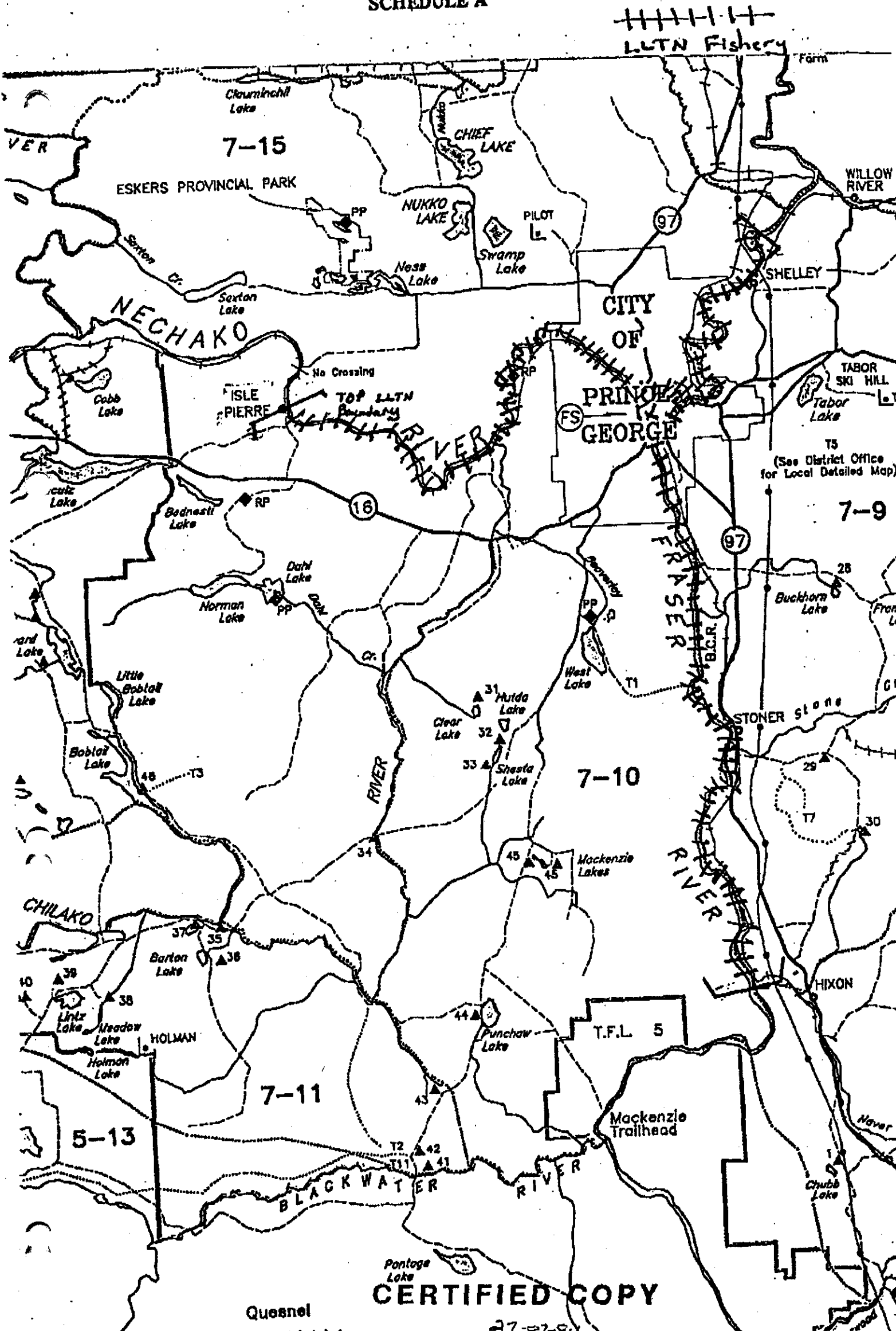
  
M. Lefebvre, Director General,  
Native Affairs, Department of Fisheries and Oceans

**CERTIFIED COPY**

27-07-94  
CHR



SCHEDULE A



CERTIFIED COPY

Quesnel

Recent Platdat

27-07-94

CH R

**SCHEDULE B-1****Fishery****Allocation**

- 1.(1) The First Nation may fish for the following quantities and species of salmon:
  - (a) 10,000 sockeye salmon; and
  - (b) 500 chinook salmon.
- 1.(2) The First Nation agrees to limit its fishing and its members fishing for salmon to fishing as set out in this Schedule or elsewhere in the Agreement.
- 1.(3) Notwithstanding subsection (2), nothing in this Schedule or the Communal Licence will prevent the First Nation 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 subsection (1) 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 First Nation with a reasonable opportunity to catch the fish set out in subsection 1(1).
- 2.(2) The dates and times on which fishing for the allocation for salmon set out in subsection 1(1) may occur are as set out in Appendix I to this Schedule.
- 2.(3) Where the RDG consults with the First Nation on variations to the waters in which, or the dates and times on which a designated person may fish, the RDG may, by order, vary those waters, dates or times.
- 2.(4) The RDG may, for conservation reasons, reduce or eliminate the amount of fish that may be taken further to this Schedule if the RDG has consulted, where possible, with the First Nation on the reduction or elimination.
- 2.(5) Notwithstanding subsection (3), where it is necessary for conservation of a stock, the RDG may make the variations referred to in subsection (3) or (4) before consulting the First Nation, but the RDG must consult with the First Nation at the first available opportunity.

**Disposition of Fish**

3. The First Nation 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.

**Licensing**

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

**CERTIFIED COPY**  
CHA  
27-07-94

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) Persons may be designated to fish as set out in subsection 7(1) of this Schedule.
- 5.(3) A person fishing as set out in this Schedule will carry 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 Band card or designation card to a DFO fishery officer, a DFO fishery guardian, an Aboriginal Fisheries Officer or an Observer on 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 First Nation

- 7.(1) The First Nation will designate 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) The First Nation will:
- (a) notify each person designated to fish under the authority of the Communal Licence of the provisions set out in this Schedule;
  - (b) incorporate the terms and conditions of the Communal Licence into the terms and conditions of the designation card provided to each person designated; and
  - (c) notify each person designated of any amendments to this Schedule and of any amendments to the terms and conditions in the Communal Licence.
- 7.(3) Before the fishing described in this Schedule commences, the First Nation will provide to DFO a list of the names of the members of the First Nation who have Band cards but who nevertheless are not designated to fish and a list of the names of all persons designated to fish pursuant to subsection (1) together with their designation card number.
- 7.(4) The First Nation may amend the names and designation card numbers in the lists referred to in subsection (3).
- 7.(5) The First Nation will provide the amended lists referred to in subsection (4) to DFO before the persons who are newly designated and whose names are set out therein commence fishing.
- 7.(6) The First Nation will notify the persons who may fish as set out in this Schedule that the fish taken are for food, social and ceremonial purposes and not for sale, trade or barter.
- 7.(7) The First Nation will have Aboriginal Fisheries Officers present during openings of the Fishery and until all fish are landed.
- 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.

**CERTIFIED COPY**

27-07-94  
CHA

- 7.(9) The First Nation will provide a copy of this Schedule to each Aboriginal Fisheries Officer.

Costs

8. The First Nation 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.

Coming into Force

10. This Schedule will come into force as of April 1st, 1994 and, subject to section 13 of the Agreement, will terminate on March 31, 1995.

Definitions

11. In this Schedule:

"Communal Licence" means any communal fishing licence specified in Appendix 1 to this Schedule;

"Observer" means an observer as defined in the Fishery (General) Regulations;

"Schedule" means this schedule and the attached Appendices 1 and 2;

CERTIFIED COPY

27-01-94  
CHA

## APPENDIX 1 TO SCHEDULE B-1

Communal Licence

1. Without limiting the generality of any other provision in the Schedule, no fishing referred to in the Schedule shall be carried out under the communal fishing licence for sockeye salmon (*oncorhynchus nerka*) or chinook salmon (*oncorhynchus tshawytscha*) other than in accordance with the following conditions:
  - (a) By a designated person
  - (b) Maximum quantity:

10,000 Sockeye Salmon, and 500 Chinook Salmon
  - (c) Location:

Nechako River mainstem, downstream of Isle Pierre, and Fraser River mainstem upstream of the confluence with Hixon Creek to Thousand Islands near Shelly.
  - (d) Dates and Times:

0001 hours July 1, 1994 to 2400 hours October 15, 1994
  - (e) Fishing Gear set at the location(s) and in the manner specified:

Gill nets may be used in all locations described in paragraph (c). Gill nets must not exceed sixty (60) feet in length in any river where fishing is authorized by this licence.
  - (f) Number of Fishing Gear/ Type per designated person:

One gill net only is permitted per designated person fishing.
  - (g) Maximum Number of Fishing Gear/ Type at Any One Time:

One gill net only is permitted to be used at any one time by a designated person.
  - (h) Gear Marking:

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

CERTIFIED COPY

27-07-94  
CKR

**APPENDIX 2 TO SCHEDULE B-1**

1. **Aboriginal Fisheries Officers, DFO fishery officers and DFO fishery guardians will work cooperatively to conduct ground hails (catch statistics gathering) and other monitoring activities for the purpose of gathering detailed information on the number of fish caught.**
2. **Monitoring will account for all fish caught and will be documented in a log book format mutually agreed to by the Parties and verified by DFO fishery officers or DFO fishery guardians and by Aboriginal Fisheries Officers on the ground.**
3. **The First Nation shall keep a running total by species of the number of fish harvested and shall provide the total to DFO on request.**
4. **DFO may, in its discretion, verify the monitoring processes, including on-site inspections.**

**CERTIFIED COPY**

27-07-94  
CHR

15

**SCHEDULE C-1**

**Communal Commercial Fisheries Access**

[ Schedule may be agreed on pursuant to section 15 of the Agreement.]

**CERTIFIED COPY**

27-07-94  
CHR

**SCHEDULE D-1**

**Access to Salmon Excess to Spawning Requirements**

[ Schedule may be agreed on pursuant to section 15 of the Agreement.]

**CERTIFIED COPY**

27-07-94

CHR



**SCHEDULE E-1****Aboriginal Fisheries Officers****Designation**

- 1.(1) The First Nation shall, during the 1994-95 Fiscal Year, select two (2) members of the First Nation as suitable candidates to be Aboriginal Fisheries Officers. The Minister will be requested to designate those individuals as fishery guardians for that Fiscal Year pursuant to section 5 of the Fisheries Act. The powers of the Aboriginal Fisheries Officers shall be defined in their certificates issued under subsection 5(2) of the Fisheries Act and shall be limited to the Fishery.
- 1.(2) No member of the First Nation shall be designated as an Aboriginal Fisheries Officer further to subsection (1) of this Schedule for the 1994-95 Fiscal Year unless the First Nation selects the member as a suitable candidate for that Fiscal Year.
- 1.(3) Aboriginal Fisheries Officers must meet DFO's training requirements, security clearance and reliability checks.

**Role and Duties**

- 2.(1) The Aboriginal Fisheries Officers' role is to monitor the Fishery and to carry out other duties in accordance with this Schedule under the direction of the First Nation. The duties of Aboriginal Fisheries Officers may include the following:
  - (a) stock assessment activities in accordance with the Agreement;
  - (b) providing catch information in accordance with the Agreement;
  - (c) carrying out patrols on land and water to monitor fishing and habitat activities;
  - (d) carrying out enforcement functions including:
    - (i) issuing warnings,
    - (ii) inspecting fishing gear and fish and otherwise gathering evidence,
    - (iii) detention without physical contact and with the appropriate Charter warnings,
    - (iv) taking statements from accused persons, with the appropriate Charter warnings, and from witnesses,
    - (v) seizing fish and fishing gear,
    - (vi) issuing appearance notices,
    - (vii) assisting in the preparation of court briefs and other court documents, and
    - (viii) testifying in court and providing evidence in court;
  - (e) reporting activities that are harmful to fish habitat and participating in other habitat matters; habitat enhancement activities; monitoring water levels and fish-ways; and collecting samples in accordance with procedures specified by DFO;

**CERTIFIED COPY**27-07-94  
CHR

- (f) interacting with:
- (i) members of the First Nation engaged in fishing;
  - (ii) persons engaged in commercial and recreational fishing;
  - (iii) entities and persons who are not members of the First Nation;
  - (iv) other interested parties;
  - (v) other members of the public;
- (g) consulting and working cooperatively with DFO enforcement personnel when monitoring fishing activities or carrying out other activities and calling on DFO enforcement personnel when circumstances require action beyond the authority of the Aboriginal Fisheries Officers; and
- (h) providing reports on their activities to the First Nation and to the local DFO fishery officer.
- 2.(2) The Aboriginal Fisheries Officers will consult with and work cooperatively with DFO fishery officers and DFO fishery guardians when monitoring the Fishery or carrying out other activities referred to in the Agreement.
- 2.(3) The Parties recognize that as the training and experience of the Aboriginal Fisheries Officers increase, the scope of their duties may also increase.

#### Participation in Fishery

3. The Aboriginal Fisheries Officers will not participate in the Fishery.

#### Funding

4. The First Nation is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Aboriginal Fisheries Officers.

#### Training

5. DFO and the First Nation will attempt to provide academic, technical and safety training. The training may include:
- (a) participation in DFO's Aboriginal Fisheries Officer Training Program;
  - (b) training provided by or through the First Nation's initiatives; and
  - (c) ongoing training through joint patrols.

#### Review of Designation

- 6.(1) The Minister may review the designation of an Aboriginal Fisheries Officer after any conduct considered by the Minister to be a serious breach of the duties or roles set out herein or in the designation certificate, or any conduct considered to be inappropriate for a fishery guardian. If the Minister revokes the designation, DFO will require the immediate return of any materials or equipment issued by DFO.
- 6.(2) The chief of the First Nation may request the Minister to review the designation of an Aboriginal Fisheries Officer.

**CERTIFIED COPY**

27-07-94

CHR

### Uniforms and Equipment

7. The First Nation is responsible for providing the Aboriginal Fisheries Officers with uniforms or other working attire and shall ensure that no DFO logo is used on the uniforms or attire. No person, other than an Aboriginal Fisheries Officer, shall wear the uniform or other working attire and the Aboriginal Fisheries Officers shall not wear the uniform or other working attire except when on duty. Aboriginal Fisheries Officers shall at all times conduct themselves in a professional manner and shall maintain all equipment, both issued by DFO and by the First Nation, in good working condition.
- 8.(1) The First Nation shall provide the Aboriginal Fisheries Officers with the appropriate equipment for operations, communications and personal safety needs.
- 8.(2) The equipment referred to in subsection (1) shall include communications equipment that allows Aboriginal Fisheries Officers to communicate with each other, the First Nation and DFO.
- 8.(3) The First Nation will obtain the appropriate licences for any communication equipment that it provides to the Aboriginal Fisheries Officers and will ensure that the Aboriginal Fisheries Officers are trained in the appropriate use of radio equipment.

### Firearms and Other Authority

- 9.(1) The Parties agree that the Aboriginal Fisheries Officers shall not be issued firearms or any other weapons and will not carry firearms or any other weapons in the course of their duties other than rifles or shotguns in the situation where rifles or shotguns are needed for protection from bears or other dangerous wildlife and the Aboriginal Fisheries Officers meet the requirements of all applicable laws for the possession and use of the rifles or shotguns.
- 9.(2) The Aboriginal Fisheries Officers shall not be authorized to use physical contact in detaining any person, use force, search, arrest, or seize vehicles or vessels in the course of their duties.

### Insurance

- 10.(1) The First Nation shall arrange for third party liability insurance suitable to both the First Nation and DFO.
- 10.(2) The First Nation will provide DFO with copies of the insurance policies on request.

### Copies of Schedule

11. The First Nation shall provide a copy of this Schedule to each of the Aboriginal Fisheries Officers.

### Coming into Force

12. This Schedule will come into force as of April 1, 1994 and, subject to section 13 of the Agreement, will terminate on March 31, 1995.

### Definitions

13. In this Schedule, "Schedule" means this schedule.

**CERTIFIED COPY**

27-07-94

CHR

20

**SCHEDULE F-1**

**Integrated Fisheries Management**

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

**CERTIFIED COPY**

27-07-94

CHR

21

**SCHEDULE G-1**

**Habitat**

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

**CERTIFIED COPY**

CHR

27-07-94

**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 First Nation 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 First Nation may claim reimbursement or exemption;

"Communal Commercial Licence" means a Communal Commercial Licence as defined in Schedule C;

"Contribution" means the amount referred to in subsection 2(1);

"ESSR Licence" means an ESSR Licence as defined in Schedule D;

"month" means a calendar month or part of a calendar month;

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

**Contribution and Role**

2.(1) DFO will contribute to the First Nation up to ONE HUNDRED TEN THOUSAND DOLLARS (\$ 110,000.00) during the Fiscal Year 1994-1995 to be used exclusively for paying Allowable Costs. Any interest earned by the First Nation on the Contribution or any part thereof shall also be used exclusively for paying Allowable Costs. The ONE HUNDRED TEN THOUSAND DOLLARS (\$ 110,000.00) is in addition to the amount of up to FIFTEEN THOUSAND DOLLARS (\$ 15,000.00) that DFO may contribute to the First Nation pursuant to the contribution agreement signed by the Parties to the Agreement on or about May 25th, 1994.

2.(2) In carrying out the Project, the First Nation 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; and
- (c) use its best efforts to coordinate the Project with fisheries related activities carried out by or on behalf of any other aboriginal group in respect of the same watershed.

**Requirements Prior to Advances**

3.(1) The First Nation 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) 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

**CERTIFIED COPY**

CHA 27-07-94

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

#### Method of Payment

##### Reimbursement

- 4.(1) Where this Schedule comes into force after April 1, 1994, the First Nation may prepare and provide to DFO a claim for reimbursement of Allowable Costs paid or payable during the period from April 1, 1994 to the date of the coming into force of this Schedule, which claim will include:
- (a) a report on the progress of the First Nation 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 (1), the First Nation submits a claim for reimbursement, DFO will reimburse the First Nation for Allowable Costs paid or payable by the First Nation 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 (3), at the beginning of each three month period, DFO will provide an advance to the First Nation equal to the Allowable Costs for that three month period that the First Nation 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 First Nation pursuant to this Schedule exceed Allowable Costs paid or payable by the First Nation 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 First Nation pursuant to subsection (1) or section 7.

##### Supplementary Payments

- 6.(1) Following receipt of a supplementary report referred to in section 9, 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), during the period; or
  - (b) paying an additional payment to the First Nation.

**CERTIFIED COPY**

27-07-94  
CHR

- 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 NINETY-NINE THOUSAND DOLLARS (\$ 99,000.00).

#### 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 First Nation the amount, if any, by which the First Nation'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 First Nation of the dates by which the First Nation is to have completed and submitted the reports and other information referred to in subsection (2) and the period of time which the reports and other information are to cover.
- 8.(2) The First Nation will complete and submit to DFO for each period of time set out in the notice referred to in subsection (1), an interim report containing:
- (a) a report on the progress of the First Nation 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 I 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 (1).

- 8.(3) The First Nation 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 First Nation expects to incur during the remainder of the Fiscal Year referred to in subsection 2(1).

##### Supplementary Reports

9. The First Nation may, at any time prior to the submission of the final report referred to in section 10, 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 First Nation 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;

**CERTIFIED COPY**

27-07-94

CHR



- (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;
- (e) a revised cash flow projection in the form attached as set out in Appendix 3 to this Schedule.

#### Final Report

10. Within fifteen (15) days following:

- (a) the First Nation incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution,
- (b) completion of the Project,
- (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 First Nation,

whichever first occurs, the First Nation 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 Schedule 5 to this Schedule; and
- (j) a summary of benefits in the form as set out in Appendix 4 to this Schedule.

#### 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 ONE HUNDRED TEN THOUSAND DOLLARS (\$ 110,000.000).

11.(2) All payments made pursuant to this Schedule are subject to DFO approving the First Nation'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.

11.(3) Where the First Nation fails to provide:

- (a) a report referred to in subsection 4(1) or 8(2) or section 9 or 10, or the audited statement referred to in subsection 12,
- (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

**CERTIFIED COPY**

27-07-94  
CHR

(d) the statement of balance referred to in subsection (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 First Nation pending receipt by DFO from the First Nation of the relevant document or information in a form acceptable to DFO.

- 11.(4) DFO may, in its discretion, require the First Nation 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 First Nation provides a report referred to in subsection 4(1) or 8(2) or section 9 or 10 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 First Nation pending receipt by DFO from the First Nation of the information required.

#### Audit

12. The First Nation shall, on demand, permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 13(1)(a) as it deems fit and shall provide all necessary assistance for the audits and examinations.

#### General Provisions

13.(1) The First Nation shall:

- (a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;
- (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph (a) together with reports and any other documents related to the Project for a period of two years following termination of this Schedule; and
- (c) on demand, provide to DFO any of the documentation mentioned in paragraph (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 First Nation 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 First Nation,

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

**CERTIFIED COPY**

27-07-94  
CHR

- 13.(3) The First Nation shall refund to DFO, forthwith on written request by DFO, any moneys advanced to the First Nation for which unsatisfactory evidence has been furnished by the First Nation that the moneys have been expended in accordance with this Schedule.
- 13.(4) Any amount that the First Nation is under an obligation to refund or reimburse under subsection (2) or (3) 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.
- 13.(6) Where any claim for payment, payment information or other communication or report related to payment is required to be given by the First Nation to DFO under this Schedule, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

Department of Fisheries and Oceans  
555 West Hastings Street  
3rd Floor  
Vancouver, British Columbia  
V6B 5G3

Attention: Paul Kariya, Director  
Aboriginal Fisheries Sector

Telephone: (604) 666-7885  
Facsimile: (604) 666-2336

- 13.(7) The obligations of the First Nation under section 12 and subsections (1) to (4) 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.

Coming into Force

14. This Schedule comes into force as of April 1, 1994.

**CERTIFIED COPY**  
27-07-94  
CHR

**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.**

**CERTIFIED COPY**

CHA  
27-07-94

## Appendix 2 to Schedule H-1

## Description of the Project

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

<u>DESCRIPTION OF ACTIVITY</u>	<u>ESTIMATED EXPENDITURE</u>
<p><b>1. Negotiation of Fisheries Management</b></p> <p>The activities associated with negotiation of Fisheries Management may include:</p> <ul style="list-style-type: none"> <li>(a) negotiation administrative support</li> <li>(b) negotiation technical support</li> <li>(c) negotiations positions development</li> <li>(d) education/awareness programs</li> <li>(e) community meetings</li> <li>(f) watershed planning meetings</li> </ul>	<b>\$ 7,268.63</b>
<p><b>2. Management of Aboriginal Fishing</b></p> <p>The Lheit-Lit'en Nation will carry out an Aboriginal Fishery Officer (Guardian) program. The program will employ two Aboriginal officers for a period of four months. Their responsibilities will include:</p> <ul style="list-style-type: none"> <li>(a) issuance of designation cards;</li> <li>(b) catch monitoring of Lheit-Lit'en Nation fishery; and</li> <li>(c) enforcement related to the Aboriginal salmon fishery.</li> </ul>	<b>\$ 88,279.72</b>
<p><b>3. Community Based Research</b></p> <p>Water level monitoring, site selection and preparation for an experimental fish wheel that will be operated for the Fishery and for the collection of fisheries technical information.</p>	<b>\$ 9,121.45</b>
<p><b>4. Training</b></p> <p>Phase II training support which may include travel, course material, tuition.</p>	<b>\$ 1,500.00</b>
<p><b>5. Economic Development</b></p> <p>A Feasibility study and business plan are to be developed by the First Nation regarding the possibility of pilot projects involving value added initiatives as follows:</p> <ul style="list-style-type: none"> <li>(a) A smoke house and processed fish operation will be examined which will include the identification of sites and the potential of a single First Nation sales outlet; and</li> <li>(b) A tourist camp project with options that include a meal with salmon as part of the menu.</li> </ul>	<b>\$ 3,830.20</b>

**CERTIFIED COPY**

27-07-94

CHR

**Appendix 3 to Schedule H-1**

**Cash Flow Projection**

for the Fiscal Year 19\_\_ to 19\_\_

	\$
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
TOTAL	

**NOTE:** The First Nation should only include Allowable Costs to be incurred in the future. Previous months should be left blank.

**CERTIFIED COPY**

27-07-94

ENR

Appendix 4 to Schedule H-1

Summary of Results

Initial Estimate Final Report

A. THE FISHERY DESCRIBED IN SCHEDULE B (report total catch, including any fish sold)

Species	Allocation	Catch to Date	No. 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.
4. Salmon hatchery activities:

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

CERTIFIED COPY

CHR  
27-07-94

**C.COMMERCIAL FISHERIES**

**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

**CERTIFIED COPY**

27-07-94  
CHR



**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	NO. OF PEOPLE	TOTAL NO. 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:

EMPLOYMENT	NO. OF PEOPLE	TOTAL NO. OF MONTHS OF FULL TIME EMPLOYMENT	TOTAL WAGES AND BENEFITS
HARVESTING ABORIGINAL			
	NON-ABORIGINAL		
PROCESSING ABORIGINAL			
	NON-ABORIGINAL		

**CERTIFIED COPY**

27-07-94

CHR

**E. TRAINING SUMMARY**

TYPE OF TRAINING	NO. OF PEOPLE	TOTAL COST (\$)	TOTAL DURATION (DAYS,WKS,MTHS)
ABORIGINAL FISHERIES OFFICERS			
OBSERVER			
SCUBA DIVER			
TECHNICAL or TRADE SCHOOL			
OTHER			
<b>TOTAL</b>			

**F. CAPITAL ACQUISITIONS (durable goods with an initial value of \$500 or more):**

	DESCRIPTION	COST (\$)
1		
2		
3		
4		
<b>TOTAL</b>		

**CERTIFIED COPY**  
27-07-94  
CHR

**G. OTHER REVENUES GENERATED/LEVERAGED** (e.g. funding from other economic development programs)

Source	Amount	Purpose	Projected Jobs Created	Projected Annual Revenues Generated

**CERTIFIED COPY**  
27-07-94  
CHR

**Appendix 5 to Schedule H-1**

**Statement of Balance**

For the period from April 1, 19\_\_  
to \_\_\_\_\_

Allowable Costs paid or payable \$

MINUS

Contributions from DFO  
received to date \$

**BALANCE**

\$

=====

**CERTIFIED COPY**

CHR

27-07-94

37

**SCHEDULE I-1**

**Non-monetary Assistance**

**[Schedule may be agreed on pursuant to section 15 of the Agreement.]**

**CERTIFIED COPY**

27-07-94  
CHR

**SCHEDULE J**

**Implementation Committee**

[Schedule may be agreed on pursuant to section 15 of the Agreement.]

**CERTIFIED COPY**  
27-07-94  
CHR

**BETWEEN:** Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans (DFO)

**AND:** Lheit-Lit'en Nation Indian Band also known as Lheit-Lit'en First Nation (First Nation)

---

**FISHERIES AGREEMENT**

---

**CERTIFIED COPY**

27-07-94

CHR