



INTERIM RECONCILIATION AGREEMENT

Cheslatta Carrier Nation

and

British Columbia

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INTERIM RECONCILIATION AGREEMENT

BETWEEN:

CHESLATTA CARRIER NATION, on behalf of itself and
the Cheslatta t'en, as represented by Chief and Council

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of
Indigenous Relations and Reconciliation

This Agreement is dated for reference March 28, 2019.

WHEREAS:

- A. Cheslatta t'en assert that they are the stewards of Cheslatta Territory as marked by the Cheslatta t'en K'ah (footprints on the land) and seek to preserve and protect the K'ah for future generations;
- B. The Parties acknowledge the Cheslatta t'en Elders, who are honoured and respected in the Cheslatta community for their strength, their courage, and their wisdom;
- C. Cheslatta is on a journey of healing, celebrating courage, resilience, and reconciliation;
- D. The Parties entered into a Memorandum of Understanding on March 20, 2015, a Framework for Negotiation of a Reconciliation and Settlement Agreement on August 5, 2016, and a Term Sheet on January 31, 2017, which contemplated the negotiation of a Reconciliation and Settlement Agreement;
- E. The Parties have agreed to set out the terms of the Reconciliation and Settlement Agreement in two separate agreements: this Agreement and a Settlement Agreement dated March 28, 2019;
- F. The Parties share an interest in advancing the cultural, social, environmental, and economic well-being of Cheslatta; and
- G. The Parties are committed to cultivating reconciliation in the spirit of the *United Nations Declaration on the Rights of Indigenous Peoples*.

NOW THEREFORE in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PART 1 INTERPRETATION

1.1 Definitions. In this Agreement:

“Aboriginal Rights” means asserted or determined aboriginal rights, including aboriginal title, which are or may be recognized and affirmed by s. 35 of the *Constitution Act, 1982*;

“Agreement” means this Interim Reconciliation Agreement, including the Schedules, and any agreement, document, or instrument executed or delivered pursuant to it;

“Area of Interest” means the geographic area shown as Cheslatta Carrier Nation Area of Interest (Post 1952) on the map attached as Schedule 1;

“BC” means Her Majesty the Queen in right of the Province of British Columbia, and for the purposes of any covenants, releases, indemnities and acknowledgements includes all ministers, public officials, employees, agents, representatives, or contractors;

“Canada” means her Majesty the Queen in right of Canada;

“Cheslatta” means the Cheslatta Carrier Nation, on behalf of itself and the Cheslatta t'en, as represented by Chief and Council;

“Cheslatta Carrier Nation” means the “band” within the meaning of the *Indian Act*, RSC 1985, c I-5, as amended, and the collective that asserts Aboriginal Rights within the Cheslatta Territory and Area of Interest;

“Cheslatta t'en” means individuals who are members of the collective that constitutes the Cheslatta Carrier Nation;

“Cheslatta Territory” means the geographic area shown as Cheslatta Carrier Nation Core Territory on the map attached as Schedule 1;

“Chief” means, in respect of the Cheslatta Carrier Nation, the “chief” within the meaning of the *Indian Act*, RSC 1985, c I-5, as amended;

“Council” means, in respect of the Cheslatta Carrier Nation, the “council” within the meaning of the *Indian Act*, RSC 1985, c I-5, as amended;

“Effective Date” means the date on which the last Party executes and delivers this Agreement;

“Nechako Canyon Protected Area” means the Protected Area by that name established under the *Environment and Land Use Act*, RSBC 1996, c 117 and the *Protected Areas Forests Compensation Act*, SBC 2002, c 51;

“Nechako Reservoir” means the reservoir established and operated by Rio Tinto on the Nechako River above Kenney Dam;

“Nechako River” means the Nechako River in British Columbia and includes all streams and lakes tributary thereto;

“Parties” means Cheslatta and BC and “Party” means either one of them; and

“Protected Area” means an ecological reserve, park, conservancy, recreation area, or other protected area designated under the *Park Act*, *Protected Areas of British Columbia Act* or the *Environment and Land Use Act*, or established by order in council.

1.2 **Interpretation.** In this Agreement:

- (a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- (b) the recitals and headings are for convenience only, do not form a part of this Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- (c) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- (d) words importing gender include all other genders, and words in the singular include the plural and vice versa;
- (e) in the calculation of time under this Agreement, all references to “days” are to calendar days;
- (f) any reference to a corporate entity includes any predecessor or successor to such entity; and
- (g) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

- 1.3 **Schedules.** The following schedules are attached to and form a part of this Agreement:

Schedule 1 – Map of Cheslatta Territory

Schedule 2 – Collaboration on Cultural Rejuvenation and Community Well-Being

Schedule 3 – Collaborative Management of Protected Areas

Schedule 4 – Collaborative Management of Fish and Wildlife

Schedule 5 – Watershed and Heritage Restoration

Schedule 6 – Cheslatta Interests in Reconciliation

Schedule 7 – BC Interests in Reconciliation

PART 2	PURPOSE
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- 2.1 **Purpose.** The purposes of this Agreement are to advance reconciliation between the Parties and to support the cultural, social, environmental, and economic well-being of Cheslatta.

PART 3	REPRESENTATIONS AND WARRANTIES
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- 3.1 **Cheslatta Representations.** Cheslatta represents and warrants to BC, with the intent and understanding that they will be relied on by BC in entering into this Agreement, that:

- (a) it has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of the Cheslatta t'en;
- (b) this Agreement is a valid and binding obligation of Cheslatta and the Cheslatta t'en; and
- (c) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for, and on behalf of, the Cheslatta t'en.

- 3.2 **BC Representations.** BC represents and warrants to Cheslatta, with the intent and understanding that they will be relied on by Cheslatta in entering into this Agreement, that:

- (a) it has the legal power, capacity, and authority to enter into this Agreement and to carry out its obligations in accordance with this Agreement; and
- (b) this Agreement is a valid and binding obligation of BC.

PART 4 SOCIAL AND CULTURAL HERITAGE

- 4.1 **Collaboration on Culture and Language.** BC acknowledges that Cheslatta's commitment to cultural rejuvenation and language revitalization is the foundation for healing, resilience, improving social and economic outcomes, and strengthening community well-being. The Parties intend to work together to support Cheslatta's cultural rejuvenation and language revitalization in accordance with Schedule 2.

PART 5 FISH AND WILDLIFE AND PROTECTED AREAS

- 5.1 **Collaborative Management of Protected Areas.** The Parties intend to work together to support the collaborative management of Protected Areas in accordance with Schedule 3.
- 5.2 **Nechako Canyon Protected Area.** The Parties intend to discuss the potential for an adjustment to the boundary of the Nechako Canyon Protected Area. The Parties acknowledge and agree that any such boundary adjustment would be subject to all applicable legislation and policy.
- 5.3 **Collaborative Management of Fish and Wildlife.** The Parties intend to identify and pursue specific opportunities to collaborate in the management of freshwater fish and wildlife, in accordance with Schedule 4.
- 5.4 **Collaborative Management Funding.** BC will provide Cheslatta \$200,000 per year for a period of ten years, commencing 90 days after the Effective Date to support Cheslatta's participation in collaborative management under 5.1 and 5.3 in accordance with priorities as agreed by the Parties each year.
- 5.5 **Subject to Agency Funding.** The availability of BC agency budgets may affect the scope and scale of collaborative management initiatives under 5.1 and 5.3.

PART 6 WATERSHED AND HERITAGE RESTORATION

- 6.1 **Watershed and Heritage Restoration Funding.** BC will provide to Cheslatta \$200,000 per year for ten years, commencing 90 days after the Effective Date, to support watershed and heritage restoration initiatives agreed to by the Parties in the bodies of water between the Skins Lake Spillway and Lower Cheslatta Falls and all streams and tributaries thereto, known as the Murray-Cheslatta System, and other areas within Cheslatta Territory in accordance with priorities agreed to by the Parties each year and consistent with Schedule 5.
- 6.2 **Applicable Principles.** The following principles will apply to agreeing to watershed and heritage restoration initiatives:

- (a) the Parties intend to maximize opportunities by leveraging additional funding from other sources;
- (b) BC will not unreasonably withhold its agreement to projects identified by Cheslatta as benefitting from additional funding from other sources; and
- (c) the Parties will work together to identify opportunities to access additional funding from the Nechako Environmental Enhancement Fund, other provincial sources and federal sources.

PART 7	FORESTRY
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7.1 **Acknowledgement of Forestry Interest.** BC acknowledges Cheslatta's interest in enhanced involvement in the forestry sector.

7.2 **Forestry Opportunities.** In accordance with the *Forest Act*, RSBC 1996, c 157, BC:

- (a) has extended the term of Cheslatta's Non-Replaceable Forest Licence No. A80446 to December 31, 2019; and
- (b) will agree to consider the following incremental forestry opportunities, subject to 13.10:
 - (i) a transfer of volume harvested under Non-Replaceable Forest Licence No. A80446 through an attribution to one or more Replaceable Forest Licences in the Lakes Timber Supply Area, at the joint request of Cheslatta and the holder of the Replaceable Forest Licence in the Lakes Timber Supply Area that is to receive the volume; and
 - (ii) if Cheslatta acquires replaceable volume from a willing seller, BC will consider transferring the volume, including to one or more area-based tenures, provided that:
 - (1) the Parties agree to the location within the Cheslatta Territory and the tenure type of the proposed area-based tenure; and
 - (2) BC is satisfied that its regulatory, policy, and procedural requirements have been or will be fulfilled, including any necessary statutory decisions and any obligations associated with such decisions; and
- (c) will, at Cheslatta's request, consider non-exclusive forest licences to cut submerged timber in the Nechako Reservoir, subject to Rio Tinto's harvesting rights, and any such request will be deemed to further an

agreement between Cheslatta and BC respecting interim measures or economic measures, for the purpose of s. 47.3 of the *Forest Act*, RSBC 1996, c 157.

PART 8 FURTHER RECONCILIATION

- 8.1 **Further Reconciliation.** The Parties agree to continue discussions with the aim of charting a path towards further reconciliation to advance the Parties interests by focusing on mutually agreed priorities and processes.
- 8.2 **Cheslatta Interests.** Cheslatta's currently identified interest in further reconciliation includes those matters listed in Schedule 6.
- 8.3 **BC Interests.** BC's interest in further reconciliation includes those interests listed in Schedule 7.
- 8.4 **Other Cheslatta Agreements.** Cheslatta acknowledges that it is also a party to an Economic and Community Development Agreement dated March 4, 2014 and a Forest and Range Consultation and Revenue Sharing Agreements dated September 20, 2017.

PART 9 CONDITIONS PRECEDENT

- 9.1 **Conditions Precedent.** BC's obligations under this Agreement are subject to:
- (a) BC having obtained all required authorizations and approvals, including Cabinet and Treasury Board approval;
 - (b) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable BC in any fiscal year or part thereof when such payment is required, to make such payment;
 - (c) Cheslatta having delivered to BC by the Effective Date a band council resolution approving and authorizing Cheslatta's representatives named in the resolution to execute and deliver this Agreement on behalf of Cheslatta and the Cheslatta t'en;
 - (d) Cheslatta being at all times in compliance with its obligations under this Agreement; and
 - (e) Cheslatta's representations and warranties being true and correct.
- 9.2 **Waiver of Conditions Precedent.** The conditions precedent set out in this Part are for the sole benefit of BC and may be waived by BC on written notice to Cheslatta.

PART 10 DISPUTE RESOLUTION

- 10.1 **Representatives.** If a dispute arises between the Parties regarding the interpretation of a provision of this Agreement, prior to resorting to other options, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 10.2 **Senior Representatives.** If the Parties are unable to resolve the dispute at the appropriate level, the dispute will be raised to more senior levels of the Parties.
- 10.3 **Other Means.** The Parties may choose other appropriate approaches to assist in reaching resolution of the dispute.
- 10.4 **Legal Action.** In the event the Parties are unable to resolve the dispute, either Party may commence a legal action provided that:
- (a) the Parties have attempted to resolve the dispute under 10.2 or, where the Parties have agreed, under 10.3; and
 - (b) the dispute does not create a cause of action where none otherwise exists.

PART 11 TERM AND EFFECTIVE DATE

- 11.1 **Term.** Subject to 13.3, this Agreement continues until 90 days after the tenth anniversary of the Effective Date.
- 11.2 **Extension of Term.** The Parties may, by agreement in writing, extend the term of this Agreement.

PART 12 FORCE MAJEURE

- 12.1 **Force Majeure.** If:
- (a) a Party is prevented from completing its obligations under this Agreement due to any force majeure event or circumstance that was not caused by the Party and is not reasonably within its control; and
 - (b) the Party has delivered notice to the other Party in accordance with 12.2;

then, for the duration of the force majeure event or circumstance and for as long as the force majeure event or circumstance prevents the Party from completing its obligations under this Agreement, the Party will not be deemed to be in default or breach of this Agreement.

- 12.2 **Notice of Force Majeure.** The Party affected by a force majeure event or circumstance under 12.1 will deliver notice to the other Party explaining the nature of the force majeure event or circumstance, the date it commenced, and its anticipated duration, if known.
- 12.3 **No Effect on Total Amount of Funds.** Notwithstanding 12.1, in no circumstances will the total amount of funds to be provided to Cheslatta under this Agreement be less than the amounts set out in this Agreement.

PART 13 GENERAL PROVISIONS
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- 13.1 **Implementation Costs.** The Parties will each bear their own costs associated with the implementation of this Agreement.
- 13.2 **Entire Agreement.** This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. For greater certainty, without limiting the generality of the foregoing, nothing in the negotiation of this Agreement, or in any correspondence or document leading to this Agreement, including any Term Sheet, forms part of this Agreement.
- 13.3 **Amendment.** No amendment of this Agreement is effective unless it is agreed to in writing and executed by the Parties.
- 13.4 **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances for the better and absolute performance of the terms and conditions of this Agreement.
- 13.5 **Legal Advice.** Each Party confirms that it has had the full opportunity to review the terms and conditions of this Agreement, and has sought independent legal advice with respect to its terms and conditions.
- 13.6 **No Implied Waiver.** Any waiver of:
- (a) a provision of this Agreement;
 - (b) the performance by a Party of an obligation under this Agreement; or
 - (c) a default by a Party of an obligation under this Agreement;
- will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

13.7 **No Derogation.** Nothing in this Agreement will modify or extinguish Cheslatta's Aboriginal Rights.

13.8 **No Admissions.** Nothing in this Agreement, or any part of any negotiations contemplated hereunder, will be construed as:

- (a) an admission of fact or liability on the part of BC;
- (b) an admission by either Party of the nature, scope, validity, or invalidity of any claim by Cheslatta in relation to Aboriginal Rights;
- (c) an admission by either Party of the validity or invalidity of any claim by Cheslatta against BC;
- (d) establishing, limiting or abrogating any Aboriginal Rights;
- (e) an acknowledgment or admission by BC that it has an obligation to provide financial or economic accommodation or compensation to Cheslatta; or
- (f) except as expressly contemplated in this Agreement, in any way limiting the position either Party may take in any legal proceeding.

13.9 **Not a Treaty.** This Agreement will not:

- (a) constitute a treaty or land claims agreement within the meaning of s. 25 or 35 of the *Constitution Act, 1982*;
- (b) establish, recognize, affirm, define, deny, limit, or amend any Aboriginal Rights; or
- (c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of Aboriginal Rights in the Cheslatta Territory or Area of Interest.

13.10 **No Fettering.** This Agreement will not affect the jurisdiction or fetter the discretion of any decision-making authority.

13.11 **Time.** Time is of the essence.

13.12 **Notice.** Any notice or document required or permitted to be given hereunder will be in writing and delivered to the Party to which it is to be given as follows:

to BC:

Regional Executive Director
Ministry of Indigenous Relations and Reconciliation
3726 Alfred Avenue
Smithers, B.C. V0J 2N0
Phone: (250) 847-7535

to Cheslatta:

Chief and Council
PO Box 909
Burns Lake, B.C. V0J 1E0
Phone: (250) 694-3334

or to such other address as either Party may in writing advise. Any notice, document, or communication will be deemed to have been given on the business day when delivered or when transmitted with confirmation of transmission if done so during or before normal business hours in the city of the addressee and if after such normal business hours the next business day.

13.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws applicable in the Province of British Columbia and Canada, as applicable.

13.14 **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:

- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- (b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

13.15 **Successors.** This Agreement will enure to the benefit of and be binding on the Parties and their successors and, without limiting the generality of the foregoing, this Agreement and Cheslatta's obligations under it will be assumed and adopted by any successor organization or government, or any new organization or government that effectively replaces Cheslatta, under any self-government agreement or other agreement that Cheslatta, or any other group of which it forms a part, may enter into with Canada, BC or both, or that Cheslatta may obtain through litigation or court declaration.


- 13.16 **Assignment.** Cheslatta will not assign, either directly or indirectly, this Agreement or any right of Cheslatta under this Agreement without the prior written consent of BC except as may be required to give effect to 13.15.
- 13.17 **Participation in Proceedings.** Nothing in this Agreement precludes either Party from participating in any proceeding in accordance with the applicable rules of court.
- 13.18 **Execution in Counterparts.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by electronic or facsimile transmission. All executed counterparts taken together will constitute one agreement.

[Signature page immediately follows]

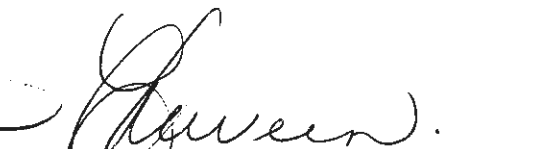
THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the Agreement Date.


EXECUTED in the presence of:


**CHESLATT A CARRIER NATION as
represented by Chief and Council**


Witness as to the signatures of the
Chief and Councillors of Cheshlatta
Carrier Nation

Date: March 28, 2019



Chief Corrina Leween of Cheshlatta
Carrier Nation


Councillor Ted Jack of Cheshlatta
Carrier Nation



Councillor Hazel Burt of Cheshlatta
Carrier Nation

EXECUTED in the presence of:

**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as
represented by the Minister of
Indigenous Relations and
Reconciliation**


Witness as to the signature of the
Minister of Indigenous Relations and
Reconciliation

Date: March 28, 2019


Honourable Scott Fraser, Minister of
Indigenous Relations and
Reconciliation

MAP OF CHESLATTA TERRITORY



SCHEDULE 2

COLLABORATION ON CULTURAL REJUVENATION AND COMMUNITY WELL-BEING

Subject to available resources, the Parties intend to collaborate on a strategy to support Cheslatta's cultural rejuvenation and community well-being, to be established and led by Cheslatta.

The Parties may establish joint processes and structures to identify opportunities to leverage funding, engage partners, and take specific actions to incrementally advance Cheslatta's social and cultural renewal.

To strengthen community wellbeing, the Parties anticipate that the collaboration efforts may focus on planning and collaboration on the following topics:

1. language revitalization;
2. cultural rejuvenation and restoration;
3. community healing;
4. education and training;
5. community infrastructure, including a Cheslatta cultural centre;
6. economic opportunities; and
7. other related initiatives.

SCHEDULE 3

COLLABORATIVE MANAGEMENT OF PROTECTED AREAS

Vision Statement:

The Parties intend to collaborate to increase the role for Cheslatta and Cheslatta t'en, as traditional knowledge holders and protectors of the land, in the management of Protected Areas within Cheslatta Territory, in conjunction with other potentially affected First Nations and stakeholders, through employment, training, information sharing and participation in management planning.

The Parties will focus on the following initiatives relating to Protected Areas:

1. Employment opportunities for Cheslatta t'en;
2. Identifying resources of cultural importance to Cheslatta, including spiritual sites, cultural and traditional sites or trails, traditional foods, medicinal and ceremonial plants, and culturally modified trees;
3. Creating an understanding and sharing information to protect and confirm ongoing access for Cheslatta to spiritual sites, cultural and traditional sites or trails, traditional foods, medicinal and ceremonial plants, and trees for cultural modification;
4. Identifying opportunities for updating the management plans;
5. Identifying opportunities for the Cheslatta representatives or Cheslatta t'en to undertake assistant or guardian functions;
6. Providing training and capacity building for Cheslatta representatives or Cheslatta t'en to participate in assistant or guardian functions in Protected Areas; and
7. Enhancing Cheslatta's economic opportunities, including by identifying existing use and new opportunities.

The Parties will consider the following potential projects relating to Protected Areas:

- Park open houses and tours for Cheslatta t'en;
- Park Ranger job shadowing programs or opportunities;
- Park Ranger related training courses at the Cheslatta Carrier Nation Training and Education Center or other appropriate training venue as agreed to by the Parties;
- Mapping of fish and wildlife habitat;
- Mapping of potential archaeological sites;
- Conducting an overview of high potential archaeological areas; and

- Reviewing and assessing existing management plans:
 - from Cheslatta's perspective;
 - with a view to updating for ecological and natural resource health in Protected Areas; and
 - to identify economic opportunities.

SCHEDULE 4

COLLABORATIVE MANAGEMENT OF FISH AND WILDLIFE

Vision Statement:

The Parties intend to collaborate to increase the role for Cheslatta and Cheslatta t'en, as traditional knowledge holders and protectors of the land, in the management of fish and wildlife populations and habitat within Cheslatta Territory, with the long-term goal of supporting population levels which will address conservation, sustain the exercise of aboriginal rights and recognize the interests of other users.

The Parties will focus on:

1. Employment opportunities for Chelsatta t'en;
2. Information sharing, by holding 2 planning meetings per year;
3. Identifying fish and wildlife habitats and populations of mutual interest to Cheslatta and BC;
4. Developing assessment and monitoring plans or projects for identified fish and wildlife habitats and populations;
5. Including Cheslatta in the development and implementation of any regionally led fish and wildlife management plans by BC for areas within Cheslatta Territory, in conjunction with other potentially affected First Nations and stakeholders as appropriate;
6. Identifying training and capacity needs and opportunities for Cheslatta representatives or Cheslatta t'en to participate in fish and wildlife habitat assessment, monitoring, and management;
7. Providing training and capacity building for Cheslatta representatives or Cheslatta t'en to participate in fish and wildlife habitat assessment, monitoring, and management; and
8. Additional communications between the Parties, and with the Cheslatta community at Cheslatta's request, as required.

The Parties will consider the following potential projects:

- Developing an inventory of fish and wildlife habitats and populations of concern in Cheslatta Territory, including preliminary assessment of sustainability;
- Compiling a database of all available information available for pre- and post-flood habitat and populations;
- Developing information sharing processes and procedures;

- Developing Cheslatta fish and wildlife technician and guardian training programs;
- Conducting detailed field assessments of habitats or populations with sustainability concerns;
- Identifying habitat or population threats and opportunities for mitigation; and
- Ongoing education / training for Cheslatta fish and wildlife technicians.

SCHEDULE 5

WATERSHED AND HERITAGE RESTORATION

Vision Statement:

The Parties intend to jointly consider and agree on initiatives aimed at restoring and enhancing environmental values and cultural sites in the Murray-Cheslatta System and other areas within Cheslatta Territory.

The Parties will consider the following potential projects:

- Inventory of areas of environmental concern in the Murray-Cheslatta System;
- Inventory of cultural / heritage sites including trails, old villages and campsites, ceremonial sites, burial grounds and cemeteries and archaeological sites;
- Develop a list of Nechako Reservoir management issues;
- Develop plans for maintenance and protection of cultural / heritage sites including trails, old villages and campsites, ceremonial sites, burial grounds and cemeteries and archaeological sites;
- Undertake projects for the restoration and maintenance of watershed habitat for fish, wildlife and avian populations; and
- Undertake projects which will specifically restore “Umam” (pygmy white fish) habitat and foster a healthy “Umam” population in the Cheslatta and Nechako Reservoir systems.

SCHEDULE 6

CHESLATTA INTERESTS IN RECONCILIATION

Cheslatta Interests for further reconciliation include:

- Enhanced engagement / consultation on decisions relating to the Nechako Reservoir and watershed, including consideration of terminating tenures which were granted without consultation with Cheslatta instead of renewing or replacing;
- A water release facility at Kenney Dam;
- Cheslatta participation in all future management initiatives relating to the Nechako Reservoir and watershed;
- A permanent seat for Cheslatta on the board of the Nechako Kitimat Development Fund;
- Increased Cheslatta involvement in the forestry sector and compensation for past stumpage;
- A process for considering amendments to Protected Area boundaries in Cheslatta Territory;
- Cheslatta involvement in any future Land Use Planning initiatives in Cheslatta Territory;
- Three-phase power to Ootsa Lake;
- A back-up ferry service at Francois Lake;
- Continued access across Cheslatta Bridge and Cheslaslie Bridge; and
- Incorporation of Cheslatta place names into future signage and mapping.

SCHEDULE 7

BC INTERESTS IN RECONCILIATION

The following reflects BC current interests in advancing Reconciliation with Cheslatta and other First Nations:

- Creating stronger, effective government-to-government relationships based on the recognition of rights and a partnership approach;
- Establishing collaborative decision-making frameworks for land and water planning and management that support sustainable resource development, including both economic growth (jobs and revenues) and environmental stewardship;
- Advancing fiscal relationships including benefit sharing with Indigenous communities based on principles of the *United Nations Declaration on the Rights of Indigenous Peoples*;
- Indigenous and non-indigenous communities and people working more closely together based on shared objectives of sustainable development to support rural communities and jobs; a healthy environment and healthy communities;
- Closing socio economic gaps between indigenous and non-indigenous people;
- Indigenous communities advancing self-determination and self-government, including needed tools, revenues and supports;
- Advancing long term reconciliation including a means to recognize and implement aboriginal title & rights; and
- An effective approach, based on the spirit of cooperation and collaboration, to address overlapping territories in a manner that brings First Nation neighbours together.