

# **NISGA'A NATION FISCAL FINANCING AGREEMENT**

**Canada  
British Columbia  
Nisga'a Nation**



NISGA'A NATION FISCAL FINANCING AGREEMENT

---

THIS AGREEMENT made April 1, 2009.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by  
the Minister of Indian Affairs and Northern Development**

("Canada")

OF THE FIRST PART

AND:

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

("British Columbia")

OF THE SECOND PART

AND:

**NISGA'A NATION, as represented by the Nisga'a Lisims  
Government Executive**

(the "Nisga'a Nation")

OF THE THIRD PART

WHEREAS:

- A. The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement which provides that every five years, or at other intervals if the Parties agree, the Parties will negotiate and attempt to reach agreement on a fiscal financing agreement by which funding will be provided to the Nisga'a Nation to enable the provision of agreed-upon public programs and services to Nisga'a citizens and, where applicable, non-Nisga'a occupants of Nisga'a Lands, at levels reasonably comparable to those generally prevailing in northwest British Columbia;
- B. Paragraphs 15 and 16 of the General Provisions Chapter of the Nisga'a Final Agreement provide that:
  - "15. Nisga'a citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens

---

NISGA'A NATION FISCAL FINANCING AGREEMENT

---

or permanent residents of Canada, applicable to them from time to time.

16. Subject to paragraph 6 of the Fiscal Relations Chapter, nothing in this Agreement affects the ability of the Nisga'a Nation, Nisga'a Villages, Nisga'a Institutions, Nisga'a Corporations or Nisga'a citizens to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with the general criteria established for those programs from time to time.”;
- C. Paragraphs 6 and 8 of the Fiscal Relations Chapter of the Nisga'a Final Agreement provide that:
- “6. Nisga'a citizens are eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that the Nisga'a Nation has not assumed responsibility for those programs or public services under a fiscal financing agreement.
  8. The funding for the Nisga'a Nation and Nisga'a Villages is a shared responsibility for the Parties and it is the shared objective of the Parties that, where feasible, the reliance of the Nisga'a Nation and Nisga'a Villages on transfers will be reduced over time.”;
- D. The Parties entered into the initial Nisga'a Nation Fiscal Financing Agreement on May 11, 2000, which was amended by amendment agreements dated July 3, 2003, February 2, 2004, March 30, 2006, March 30, 2008, and March 30, 2009; and
- E. The Parties have negotiated this Agreement as a fiscal financing agreement in accordance with the Nisga'a Final Agreement.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

**DEFINITIONS**

1. Words and expressions not defined in this Agreement but defined in the Nisga'a Final Agreement have the meanings ascribed to them in the Nisga'a Final Agreement.
2. In this Agreement:

“agreed-upon assets” means the capital assets listed in Schedule C;

“base year” means the period from April 1, 2009 to March 31, 2010;



“C3”, “C4” and “C6” each have the meaning set out in the Aboriginal Operational Practice Standards and Indicators for British Columbia, as amended or replaced from time to time;

“Chapter” means a chapter of the Nisga’a Final Agreement;

“delegated services” means services provided by the Nisga’a Nation under the Nisga’a Nation Delegated Services Agreement;

“Education Programs and Services Delivery Agreement” means an agreement under the *Nisga’a Programs and Services Delivery Act*, NLGSR 2000/6;

“fiscal year” means the period that commences on April 1<sup>st</sup> of a year and ends on March 31<sup>st</sup> of the next year, or if the Parties agree by amendment to the Nisga’a Nation Own Source Revenue Agreement to a different period, that period;

“generally accepted accounting principles” means the accounting principles generally accepted in Canada from time to time and, if the handbook published by the Canadian Institute of Chartered Accountants or its successor includes a relevant statement of a principle or an accounting guideline, that statement will be considered conclusively to be an accounting principle or guideline generally accepted in Canada;

“health services provider” means the health services provider referred to under the *Nisga’a Programs and Services Delivery Act*, NLGSR 2000/6;

“Indian” means a person who, under the *Indian Act*, R.S.C. 1985 c. I – 5, is registered as an Indian or is entitled to be registered as an Indian;

“Nisga’a Capital Finance Commission” means the Nisga’a Capital Finance Commission established under the *Nisga’a Capital Finance Commission Act*, NLGSR 2000/9 and as a Nisga’a capital finance authority in accordance with the Nisga’a Final Agreement;

“Nisga’a Final Agreement” means the Nisga’a Final Agreement between the Nisga’a Nation, Her Majesty the Queen in right of Canada, and Her Majesty the Queen in right of British Columbia, as it took effect on May 11, 2000, and includes any amendments made to that Agreement from time to time in accordance with its provisions;

“Nisga’a Indian” means a person who is registered or entitled to be registered as an Indian on the Indian Register maintained by Canada in relation to a Nisga’a Village and who is not a Nisga’a citizen;

“Nisga’a Nation Delegated Services Agreement” means the agreement made pursuant to section 93(1)(g) of the *Child, Family and Community Service Act*, R.S.B.C. 1996, c. 46 between the Nisga’a Nation and the First Nations Director designated as such pursuant to

section 91 of that Act;

"Nisga'a Nation Own Source Revenue Agreement" means the agreement between the Nisga'a Nation, Her Majesty the Queen in right of Canada, and Her Majesty the Queen in right of British Columbia, made May 11, 2000;

"non-delegated services" means those services set out in Parts A, B, and C of Schedule F;

"own source revenue agreement" means a written agreement signed by the Parties which was reached in accordance with paragraph 14 of the Fiscal Relations Chapter, and includes the Nisga'a Nation Own Source Revenue Agreement;

"parent" in paragraph 17 has the meaning set out in the *Child, Family and Community Service Act*, R.S.B.C. 1996, c.46;

"Parties" means the parties to this Agreement and "Party" means any one of them;

"savings from the National Child Benefit Program" means funds of the Nisga'a Nation that it identifies as being available for investment as a result of federal investments in the National Child Benefit initiative introduced by Canada and the provinces and territories in 1998;

"Service Contract for Primary Care Services" means the agreement between British Columbia, a health services provider and, if added as a party, the Nisga'a Nation, for the provision of physician and treatment services;

"Transitional Funding Agreement" means the agreement between British Columbia, a health services provider and the Nisga'a Nation for the provision of diagnostic and treatment centre services; and

"Tripartite Finance Committee" means the tripartite finance committee established in accordance with an own source revenue agreement.

#### **AGREED-UPON PUBLIC PROGRAMS AND SERVICES**

3. The Nisga'a Nation will ensure the provision of the agreed-upon public programs and services listed in paragraphs 4, 17, 22, 30, 34, 35 and 36 in accordance with this Agreement.

#### **HEALTH**

4. The Nisga'a Nation will ensure the provision of the following agreed-upon public programs and services:
  - a. to all Nisga'a citizens and Indians who are not Nisga'a citizens, ordinarily

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

resident on Nisga'a Lands, community health programs and services including:

- i. community healing programs, including traditional healing practices,
  - ii. public health services, including health promotion and illness prevention, immunization, communicable disease control, and environmental health, and
  - iii. home and community care services;
- b. to all persons within Nisga'a Lands, other than those referred to in subparagraph 4(a), immunization and communicable disease control;
  - c. to all Nisga'a citizens and Nisga'a Indians, ordinarily resident in Canada, a non-insured health benefits program;
  - d. on behalf of all Nisga'a citizens and Nisga'a Indians, who meet the definition of "resident" in the *Medicare Protection Act*, R.S.B.C. 1996, c. 286, payment by the Nisga'a Nation of Medical Services Plan premiums;
  - e. if the responsibility for providing services under the Service Contract for Primary Care Services is assumed by the Nisga'a Nation, physician and treatment services within Nisga'a Lands in accordance with that agreement; and
  - f. if the responsibility for providing services under the Transitional Funding Agreement is assumed by the Nisga'a Nation, diagnostic and treatment centre services within Nisga'a Lands in accordance with that agreement.

### HEALTH TERMS AND CONDITIONS

- 5. In the delivery of the agreed-upon public programs and services listed in paragraph 4, the Nisga'a Nation will ensure that:
  - a. the principles of the *Canada Health Act*, R.S.C. 1985, c. C-6, are upheld;
  - b. the following prevention, promotion and treatment programs and services are maintained and delivered to public health standards generally applicable in the Province of British Columbia:
    - i. immunization,
    - ii. communicable disease control and treatment services,
    - iii. environmental health, including monitoring of water, sewage and solid waste disposal systems, environmental contaminants, and related public health inspections, carried out on Nisga'a Lands by the Nisga'a Nation or

- a health services provider, and
- iv. home and community care services;
- c. in respect of subparagraph 5(b), a health plan is maintained and updated as required, reports on service delivery and priorities are provided annually to Nisga'a citizens ordinarily resident on Nisga'a Lands, and an evaluation report in respect of the delivery of health programs and services is completed every 5 years;
- d. in respect of home and community care services referred to in subparagraph 4(a)(iii), a home and community care service delivery plan is maintained; and
- e. in respect of non-insured health benefits referred to in subparagraph 4(c):
  - i. a formally defined benefits schedule specifying types of assistance available, rates of assistance and conditions and criteria for eligibility, is publicly available,
  - ii. there is an impartial process for the review of an administrative decision not to provide, to discontinue, or to reduce benefits to a person, and
  - iii. there is equality of access to benefits by all eligible persons.
- 6. If the responsibility for providing services under the Service Contract for Primary Care Services is assumed by the Nisga'a Nation, the terms and conditions of that agreement will continue to apply between the Nisga'a Nation and British Columbia.
- 7. If the Service Contract for Primary Care Services is terminated in accordance with its terms, any obligation of the Nisga'a Nation under subparagraph 4(e) of this Agreement will end, but subparagraph 4(e) may be amended to take account of any new arrangements that the Nisga'a Nation and British Columbia may agree to in respect of the delivery of the services referred to in subparagraph 4(e).
- 8. If the responsibility for providing services under the Transitional Funding Agreement is assumed by the Nisga'a Nation, the terms and conditions of that agreement will continue to apply between the Nisga'a Nation and British Columbia.
- 9. If the Transitional Funding Agreement is terminated in accordance with its terms, any obligation of the Nisga'a Nation under subparagraph 4(f) of this Agreement will end, but subparagraph 4(f) may be amended to take account of any new arrangements that the Nisga'a Nation and British Columbia may agree to in respect of the delivery of the services referred to in subparagraph 4(f).
- 10. Medical health officer services will be provided by or through British Columbia within Nisga'a Lands on the same basis and to the same levels as they are provided to areas

included within the Northern Health Authority.

11. Unless the Nisga'a Nation and British Columbia otherwise agree in writing, ambulance services will be provided by or through the British Columbia Ambulance Service under the *Health Emergency Act*, R.S.B.C. 1996, c. 182 within Nisga'a Lands on the same basis as they are provided to similar areas elsewhere in the Province of British Columbia.
12. Without limiting access of an eligible Nisga'a citizen to specialist medical services generally available to persons residing in British Columbia, the Medical Services Plan will continue to pay, in accordance with that plan, the fee for service costs for specialist services provided within Nisga'a Lands as a result of referral by a physician retained under the Service Contract for Primary Care Services.
13. Subject to paragraph 14, the Nisga'a Nation will pay Medical Services Plan premiums, in accordance with the *Medicare Protection Act*, R.S.B.C. 1996, c. 286, for Nisga'a citizens and Nisga'a Indians who meet the definition of "resident" in the *Medicare Protection Act* R.S.B.C. 1996, c. 286.
14. Until transition to the provincial system is implemented, the Nisga'a Nation will pay Medical Services Plan premiums for Nisga'a citizens and Nisga'a Indians who meet the definition of "resident" in the *Medicare Protection Act*, R.S.B.C. 1996, c.286, at the rate paid by Health Canada for other registered Indians in the Province of British Columbia.

#### HEALTH REPORTING

15. The Nisga'a Nation will ensure that the health status and service delivery information identified in Health Reports E.1 to E.5 of Schedule E is provided annually, or as otherwise set out in Health Reports E.1 to E.5 of Schedule E, to Canada and British Columbia in accordance with any requirements for reporting that may be agreed upon by the Parties at the Tripartite Finance Committee.
16. If Canada or British Columbia requests health status and service delivery information other than information identified in Health Reports E.1 to E.5 of Schedule E, Canada or British Columbia, as the case may be, and the Nisga'a Nation will, at the Tripartite Finance Committee, negotiate and attempt to reach agreement on the specific information requested and funding for resources required to ensure the provision of the information to the requesting Party.

#### SOCIAL SERVICES

17. The Nisga'a Nation will ensure the provision of the following agreed-upon public programs and services:
  - a. delegated services to the following people on Nisga'a Lands:
    - i. a Nisga'a child and their family if the Nisga'a child's parent is ordinarily

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

- resident on Nisga'a Lands,
- ii. an Indian child, who is not a Nisga'a child, and their family if the Indian child's parent is ordinarily resident on Nisga'a Lands, and
  - iii. a Nisga'a child and their family who receive C4 delegated services while the Nisga'a child's parent is ordinarily resident off Nisga'a Lands but who later becomes ordinarily resident on Nisga'a Lands while the child continues to receive C3 delegated services or C4 delegated services under a continuing custody order;
- b. delegated services to a Nisga'a child and their family if the Nisga'a child's parent is ordinarily resident off Nisga'a Lands and in the northwest corridor as depicted in Schedule G;
  - c. non-delegated services in accordance with Schedule F;
  - d. for all persons ordinarily resident on Nisga'a Lands, income assistance and services, including essential food, clothing, shelter, guardian financial assistance and special needs;
  - e. for all Nisga'a citizens and Nisga'a Indians, ordinarily resident on Nisga'a Lands who are receiving income assistance, training, education and employment programs, or other measures, to reduce reliance on income assistance; and
  - f. for all persons ordinarily resident on Nisga'a Lands, local community programs that contribute to physical, emotional and social well being, including family support, family violence, adult in-home care, children's programs, and investment of savings from the National Child Benefit Program, but not including residential and institutional programs and services for persons with physical and mental handicaps.

### **SOCIAL SERVICES TERMS AND CONDITIONS**

18. In the delivery of the agreed-upon public programs and services listed in subparagraphs 17(d), (e) and (f), the Nisga'a Nation will ensure that:
- a. programs and services are provided at levels reasonably comparable to those generally applicable in the Province of British Columbia;
  - b. there is equality of access to programs and services for all persons ordinarily resident on Nisga'a Lands;
  - c. objective needs or income tests are conducted for applicants for the programs or services;
  - d. a formally defined benefits schedule specifying types of income assistance

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

- available, the rates of assistance and conditions and criteria for eligibility, is publicly available;
- e. there is an impartial process for the review of an administrative decision not to provide, to discontinue, or to reduce income assistance to a person;
  - f. there are systems and procedures in place to ensure adherence to the policies established by Nisga'a Lisims Government, in respect of income assistance programs, that are reasonably comparable to those systems and procedures of other persons providing income assistance programs in the Province of British Columbia;
  - g. an administrative system is in place that ensures the privacy and confidentiality of personal information provided by or about applicants; and
  - h. savings from the National Child Benefit Program are invested with the objectives of:
    - i. promoting attachment to the workforce, and
    - ii. helping to prevent and reduce the depth of child poverty.
19. The terms and conditions of the Nisga'a Nation Delegated Services Agreement continue to apply but, if that agreement is terminated for any reason during the term of this Agreement, then the Nisga'a Nation will pay British Columbia for the provision of child and family services on the same basis and at the same rates as established between Canada and British Columbia for Indians on reserve lands in British Columbia, from the date of termination until a further Nisga'a child and family services agreement is concluded, or Nisga'a Lisims Government makes and implements laws in respect of child and family services on Nisga'a Lands.

### **SOCIAL SERVICES REPORTING**

20. The Nisga'a Nation will ensure that the social service program and service information identified in Social Service Reports E.6 to E.10 of Schedule E is provided annually to Canada and British Columbia in accordance with any requirements for reporting that may be agreed upon by the Parties at the Tripartite Finance Committee.
21. If Canada or British Columbia requests social service program and service information other than information identified in Social Service Reports E.6 to E.10 of Schedule E, Canada or British Columbia, as the case may be, and the Nisga'a Nation will, at the Tripartite Finance Committee, negotiate and attempt to reach agreement on the specific information requested and funding for resources required to ensure the provision of the information to the requesting Party.

**EDUCATION**

22. The Nisga'a Nation will ensure the provision of the following agreed-upon public programs and services:
- a. in respect of Nisga'a citizens and Indians who are not Nisga'a citizens, ordinarily resident on Nisga'a Lands:
    - i. development and delivery of Nisga'a language and Nisga'a culture programs,
    - ii. delivery of nursery school programs and services,
    - iii. instructional services for students attending Kindergarten to Grade 12,
    - iv. instructional support services for students attending Kindergarten to Grade 12,
    - v. special education and ancillary services for students attending Kindergarten to Grade 12, and
    - vi. financial support for the delivery of post-secondary education and training programs; and
  - b. in respect of Nisga'a citizens and Nisga'a Indians, ordinarily resident in Canada, financial support to attend accredited post-secondary education or training institutions.

**EDUCATION TERMS AND CONDITIONS**

23. The Nisga'a Nation will ensure that the agreed-upon public programs and services referred to in subparagraph 22(a)(iii) are delivered in accordance with the terms and conditions of an Education Programs and Services Delivery Agreement.
24. In the delivery of the agreed-upon public programs and services referred to in subparagraph 22(a)(v), the Nisga'a Nation will ensure that:
- a. a formally defined schedule of types and amounts of assistance and criteria for eligibility is publicly available; and
  - b. there is an impartial process for the review of an administrative decision not to provide, to discontinue, or to reduce services or benefits to a person.
25. The Nisga'a Nation will transfer to Wilp Wilxo'oskwhl Nisga'a financial support provided by Canada and British Columbia for the delivery of post-secondary education and training programs referred to in subparagraph 22(a)(vi) in accordance with any



requirements that Nisga'a Nation may establish.

26. In the delivery of the agreed-upon public programs and services referred to in subparagraph 22(b), the Nisga'a Nation will ensure that:
- a. a formally defined schedule of types and amounts of assistance and criteria for eligibility is publicly available; and
  - b. there is an impartial process for the review of an administrative decision not to provide, to discontinue, or to reduce services or benefits to a person.

### **EDUCATION REPORTING**

27. The Nisga'a Nation will ensure that the education program and service information identified in Education Reports E.11 and E.12 of Schedule E is provided annually to Canada and British Columbia in accordance with any requirements for reporting that may be agreed upon by the Parties at the Tripartite Finance Committee.
28. The Nisga'a Nation will ensure that the education program and service information identified in Education Report E.13 of Schedule E is provided annually to British Columbia in accordance with that Education Report or any requirements for reporting that may be agreed upon by the Parties at the Tripartite Finance Committee.
29. If Canada or British Columbia requests education program and service information other than information identified in Education Reports E.11 to E.13 of Schedule E, Canada or British Columbia, as the case may be, and the Nisga'a Nation will, at the Tripartite Finance Committee, negotiate and attempt to reach agreement on the specific information requested and funding for resources required to ensure the provision of the information to the requesting Party.

### **GOVERNMENT PROGRAMS AND SERVICES**

30. The Nisga'a Nation will ensure the provision of the following agreed-upon functions of government:
- a. executive and legislative functions, administration, management and operation of Nisga'a Lisims Government including:
    - i. maintenance of a public registry of Nisga'a laws,
    - ii. other records and information management,
    - iii. conduct of elections and referenda,
    - iv. establishment of a procedure for enrolling persons under the Nisga'a Final Agreement and maintenance of a public enrolment register,

---

NISGA'A NATION FISCAL FINANCING AGREEMENT

---

- v. raising of revenue,
  - vi. financial management,
  - vii. program and financial accountability to Nisga'a citizens,
  - viii. issuance of permits and licenses,
  - ix. operations and minor maintenance of agreed-upon assets,
  - x. appointment of officers for the enforcement of Nisga'a laws, and
  - xi. development, implementation, and annual updating of an emergency preparedness and response plan for the Nisga'a Nation and for those Nisga'a Lands that are not within the boundaries of a Nisga'a Village;
- b. executive and legislative functions, administration, management and operation of Nisga'a Village Governments including:
- i. maintenance of a public registry of village laws,
  - ii. other records and information management,
  - iii. raising of revenue,
  - iv. financial management,
  - v. program and financial accountability to Nisga'a citizens,
  - vi. issuance of permits and licenses,
  - vii. establishment and operation of a fire and rescue department, volunteer or otherwise,
  - viii. operations and minor maintenance of agreed-upon assets,
  - ix. appointment of officers for the enforcement of Nisga'a laws, and
  - x. development, implementation, and annual updating of an emergency preparedness and response plan for each of the Nisga'a Villages for Nisga'a Lands that are within the boundaries of that Nisga'a Village;
- c. land and environmental management including zoning, development, planning and land use planning in respect of Nisga'a Lands;
- d. management of wildlife, including participation on the Wildlife Committee, management activities within the Nass Wildlife Area, ensuring compliance with the annual management plan for wildlife, and the distribution of Nisga'a wildlife
-

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

entitlements;

- e. fisheries management, including participation on the Joint Fisheries Management Committee, management activities within the Nass Area, ensuring compliance with the annual fishing plan, and the distribution of Nisga'a fish entitlements; and
- f. administration, management and operation of Nisga'a Urban Locals to participate in Nisga'a Lisims Government.

### **GOVERNMENT PROGRAMS AND SERVICES TERMS AND CONDITIONS**

- 31. In the delivery of the agreed-upon public programs and services listed in paragraph 30, the Nisga'a Nation will ensure the provision of funding for executive and legislative functions, administration, management and operation of Nisga'a Government as provided by Nisga'a law.
- 32. The Nisga'a Nation will ensure the provision of funding for the administration, management and operation of Nisga'a Urban Local offices through contribution agreements.

### **GOVERNMENT PROGRAMS AND SERVICES REPORTING**

- 33. The Nisga'a Nation will ensure that government programs and services information is provided to Canada or British Columbia:
  - a. on a similar basis that local governments provide information to statistical collection agencies of Canada and British Columbia, and
  - b. in accordance with any additional requirements for reporting that may be agreed upon by the Parties at the Tripartite Finance Committee.

### **CAPITAL PROGRAMS AND SERVICES**

- 34. The Nisga'a Nation will ensure the major maintenance and replacement of the agreed-upon assets.
- 35. The Nisga'a Nation will provide a program for the delivery of community capital infrastructure and facilities capital, and community infrastructure planning for the Nisga'a Nation and Nisga'a Villages on Nisga'a Lands.
- 36. The Nisga'a Nation will provide a program for the construction and rehabilitation of residential housing for Nisga'a citizens on Nisga'a Lands.
- 37. Schedule C will form the basis for negotiation of funding for replacement and major maintenance of agreed-upon assets in future fiscal financing agreements.

**CAPITAL TERMS AND CONDITIONS**

38. The Nisga'a Nation will maintain a life cycle management approach for the replacement and major maintenance of the agreed-upon assets in accordance with the requirements of the *Nisga'a Capital Finance Commission Act*, NLGSR 2000/9.
39. In the delivery of the program in respect of residential housing referred to in paragraph 36, the Nisga'a Nation will ensure that:
- a. a formally defined statement of eligibility criteria is established and is publicly available;
  - b. there is equality of access for all eligible Nisga'a citizens; and
  - c. there is an impartial process for the review of an administrative decision not to provide, to discontinue, or to reduce services or benefits.
40. The Nisga'a Nation will maintain the agreed-upon assets in a manner consistent with applicable federal and provincial laws, including building codes and fire and safety codes, at a level necessary to provide for the delivery of the agreed-upon public programs and services referred to in paragraph 3 of this Agreement.
41. The Nisga'a Nation will maintain insurance on the agreed-upon assets, as appropriate.

**NISGA'A CAPITAL FINANCE COMMISSION**

42. The Nisga'a Capital Finance Commission will operate in accordance with this Agreement and the *Nisga'a Capital Finance Commission Act*, NLGSR 2000/9.
43. The Nisga'a Nation will continue the Nisga'a Capital Finance Commission for the benefit of the Nisga'a Nation and all Nisga'a Villages, to enable the financing of capital projects of the Nisga'a Nation or Nisga'a Villages on Nisga'a Lands. For greater certainty, a capital project of the Nisga'a Nation or a Nisga'a Village may include the acquisition or construction of residential housing, on Nisga'a Lands, for the benefit of Nisga'a citizens.
44. Subject to the Nisga'a Capital Finance Commission fulfilling its obligations to the Nisga'a Nation, the Nisga'a Nation will transfer to the Nisga'a Capital Finance Commission on an annual basis the full amount of funds provided by Canada to the Nisga'a Nation under this Agreement, for the major maintenance and replacement of the agreed-upon assets.
45. The Nisga'a Nation will ensure that the purposes or objects of the Nisga'a Capital Finance Commission will include financing of the major maintenance and replacement of the agreed-upon assets, in accordance with a life cycle management program.
46. The Nisga'a Nation will ensure that the Nisga'a Capital Finance Commission has

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

directors, trustees, members or representatives with experience and expertise appropriate to the operation of a capital fund or to the financing of capital projects.

### **ADDITIONAL AGREED-UPON PUBLIC PROGRAMS OR SERVICES**

47. At any time during the term of this Agreement, the Nisga'a Nation may notify Canada and British Columbia that it wishes to negotiate the addition of:

- a. policing, correction or court programs or services;
- b. programs or services that are new ongoing initiatives by Canada or British Columbia; or
- c. any program or service that a provision of the Nisga'a Final Agreement provides a Party or Parties will negotiate on the request of a Party or Parties;

to the agreed-upon public programs and services and funding arrangements set out in this Agreement.

48. Unless the Parties otherwise agree, during the period from the first anniversary of this Agreement to 18 months prior to the expiry of this Agreement, the Nisga'a Nation may notify Canada and British Columbia that it wishes to negotiate the addition of:

- a. public programs or services not referred to in paragraph 3 or 47; and
- b. funding for the provision of those programs and services;

to the agreed-upon public programs and services and funding arrangements set out in this Agreement.

49. The Parties will commence negotiations within six months after the date the notice referred to in paragraphs 47 or 48 is given to Canada and British Columbia to add:

- a. the programs or services referred to in the notice referred to in paragraph 47, or in respect of which they agree to carry out negotiations under paragraph 48; and
- b. funding to enable the Nisga'a Nation to ensure the provision of those programs and services;

to the agreed-upon public programs and services and funding arrangements set out in this Agreement, and will negotiate and attempt to reach agreement on the subjects of the negotiations as soon as is reasonably practicable after their commencement.

50. If Nisga'a Lisims Government passes laws for the establishment and operation of a Nisga'a Nursery School to Grade 12 education system during the term of this Agreement, the Parties will negotiate and attempt to reach agreement on amendments to this Agreement before the dissolution of School District No. 92 (Nisga'a), including

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

provisions for:

- a. the transfer of the assets of School District No. 92 (Nisga'a) to the Nisga'a Nation;
  - b. the provision of Kindergarten to Grade 12 education for persons other than Nisga'a citizens residing within School District No. 92 (Nisga'a) boundaries;
  - c. access to provincial curriculum resources and support; and
  - d. capital and debt servicing arrangements.
51. In accordance with program and service authorities and conditions in effect from time to time, the Nisga'a Nation and each Nisga'a Village may access programs and services of Canada and British Columbia not provided for in this Agreement including, for greater certainty, the following programs and services:
- a. police based victim assistance program;
  - b. access to justice;
  - c. family law program;
  - d. institutional and residential programs or services for mentally handicapped persons; and
  - e. fisheries programs and services not provided for in this Agreement including, for example, salmonid enhancement programs.

### EMERGENCY PREPAREDNESS AND RESPONSE

52. In addition to any other programs or services available to it in respect of emergency preparedness training under laws of general application, the Nisga'a Nation will have the same access to emergency preparedness training as is available to Indian bands in the Province of British Columbia.
53. The Nisga'a Nation will prepare for and respond to emergencies and disasters on Nisga'a Lands in accordance with the *Nisga'a Emergency Program Act*, NLGSR 2004/17 and, to the extent practicable through existing capacity, will respond to emergencies and disasters on Nisga'a Lands.
54. British Columbia will continue to assist the Nisga'a Nation in respect of emergency preparedness and response in accordance with the *Emergency Program Act*, R.S.B.C. 1996, c. 111, and other applicable provincial legislation, and, in particular, will assist with response and coordination of response to emergencies and disasters on Nisga'a Lands to the extent that Nisga'a Government does not have the capacity to respond and

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

55. Eligibility for disaster financial assistance under the *Emergency Program Act*, R.S.B.C. 1996, c. 111, is not affected by this Agreement.
56. Costs associated with a response to an emergency on Nisga'a Lands that are former Nisga'a Indian reserves will be recoverable by British Columbia from Canada in accordance with the financial arrangements in effect from time to time between British Columbia and Canada.

### NET TRANSFER CALCULATION AND PAYMENT

57. The net transfer by British Columbia to the Nisga'a Nation for a fiscal year is the annual funding amount set out in Schedule A, as determined in accordance with Schedule A.
58. The net transfer by Canada to the Nisga'a Nation for a fiscal year is the aggregate of:
- a. the funding amounts for programs and services described in Table 1 of Schedule B, as determined in accordance with Schedule B, and
  - b. funding amounts for that fiscal year for the specified programs in Table 2 of Schedule B, as determined in accordance with Schedule B,
- adjusted for Nisga'a Nation own source revenue capacity to be taken into account for that fiscal year in accordance with the Nisga'a Nation Own Source Revenue Agreement.
59. For the base year the net transfer by Canada to the Nisga'a Nation will be paid in the amounts and in the manner set out in paragraph 3.0 of Schedule B.
60. For each fiscal year after the base year, on the first day of the fiscal year, the net transfer by Canada to the Nisga'a Nation for that fiscal year will be paid in an amount equal to one-quarter of the net transfer for that fiscal year and, on the first day of each subsequent month of that fiscal year, in an amount equal to one-eleventh of the balance of the net transfer amount for that fiscal year.

### OTHER SOCIAL SERVICES FUNDING CONDITIONS

61. For each fiscal year that the Nisga'a Nation will provide delegated services under subparagraphs 17(a)(iii) and 17(b) British Columbia will transfer to the Nisga'a Nation the funding amount for delegated services in Schedule A.
62. The funding amount for delegated services in Schedule A is based on the provision of delegated services at C3 and C4.
63. If, while this Agreement is in effect, the Nisga'a Nation provides delegated services at C6, the Nisga'a Nation and British Columbia will adjust the funding amount referred to in paragraph 61 for delegated services in Schedule A to take into account the increased

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

costs associated with providing delegated services at C6.

### **OTHER EDUCATION FUNDING CONDITIONS**

64. British Columbia will continue to pay School District No. 92 (Nisga'a) the appropriate district per pupil block rate for any person, other than a Nisga'a citizen or an Indian, attending School District No. 92 (Nisga'a).
65. The Nisga'a Nation will pay to the respective school district an amount equal to the appropriate district per pupil block rate for Nisga'a citizens and Indians who are not Nisga'a citizens, ordinarily resident on Nisga'a Lands, who attend Kindergarten to Grade 12 educational programs operated by
- a. School District No. 92 (Nisga'a); and
  - b. any other School District;
- in accordance with the terms and conditions of an Education Programs and Services Delivery Agreement in effect from time to time between the Nisga'a Nation and that School District.
66. In addition to the funding under paragraph 64 and 65, School District No. 92 (Nisga'a) remains eligible for other funding which is available from time to time to School Districts under Provincial policies.

### **SEPARATE LIABILITIES**

67. The liabilities of Canada and British Columbia in respect of funding under this Agreement are several and not joint or joint and several.

### **SEPARATE FUNDING OBLIGATIONS**

68. The funding obligations of Canada and British Columbia under this Agreement are separate.

### **STABILIZATION OF FUNDING**

69. If an extraordinary event or circumstance occurs that materially impairs the financial ability of the Nisga'a Nation to provide the agreed-upon public programs and services, other than those referred to in subparagraphs 17(a)(iii) and 17(b), to Nisga'a citizens, Nisga'a Indians and non- Nisga'a occupants of Nisga'a Lands for which Canada or British Columbia provides funding under this Agreement, under the Service Contract for Primary Care Services or under the Transitional Funding Agreement, on request of the Nisga'a Nation to Canada and British Columbia, the Parties will:
- a. meet as soon as possible to review all aspects of the extraordinary event or



---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

circumstance in detail, including its impact on the delivery of the agreed-upon public programs and services and what financial or other assistance, if any, has been or will be provided to persons, including the Nisga'a Nation and Nisga'a Villages, in consequence of the extraordinary event or circumstance, under programs of general application;

- b. examine whether and how the impact of the extraordinary event or circumstance on the delivery of those programs and services might be mitigated; and
- c. decide whether they will enter into negotiations to enable the Nisga'a Nation or any other person to provide the public programs and services at levels reasonably comparable to those prevailing in northwest British Columbia during the period necessary for the impact of the extraordinary event or circumstance on the ability of the Nisga'a Nation to deliver those programs and services to come to an end.

### **PARLIAMENTARY AND LEGISLATIVE APPROPRIATIONS**

- 70. Payment of any money by Canada under this Agreement is subject to there being an appropriation by the Parliament of Canada for the payment for the fiscal year in which the payment becomes due.
- 71. Payment of any money by British Columbia under this Agreement is subject to there being an appropriation by the Legislature of British Columbia for the payment for the fiscal year in which the payment becomes due.

### **DISCRETION TO ALLOCATE FINANCIAL RESOURCES**

- 72. Subject to this Agreement, the Nisga'a Nation has the discretion to allocate and expend the funding transferred to it under this Agreement as the Nisga'a Nation in its discretion determines.

### **TRIPARTITE FINANCE COMMITTEE**

- 73. The Tripartite Finance Committee will:
  - a. meet at least once a year,
  - b. carry out an annual review of this Agreement,
  - c. recommend to the Parties in writing any agreed upon amendments to this Agreement,
  - d. do such things as are appropriate to facilitate the resolution of any problems that arise in respect of this Agreement,
  - e. develop requirements, forms and implement procedures for the reporting of information under this Agreement that may be agreed to and amended by the

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

Parties from time to time, and

- f. do such other things relating to this Agreement as the Parties may agree from time to time to be appropriate.

### **PROGRAM AND FINANCIAL ACCOUNTABILITY**

- 74. All accounts and financial statements required to be prepared under this Agreement will be prepared in accordance with generally accepted accounting principles.
- 75. The Nisga'a Nation will:
  - a. within five months following the end of each fiscal year provide Canada and British Columbia with audited financial statements for the fiscal year for the Nisga'a Nation and each Nisga'a Village prepared to a comparable standard to that generally accepted for governments in Canada;
  - b. where the Nisga'a Nation transfers funds to another person to deliver programs and services on an ongoing basis and for which the Nisga'a Nation is responsible under this Agreement, the Nisga'a Nation will ensure that adequate procedures are in place to establish program and financial accountability for those funds, including financial audit, where appropriate;
  - c. prepare annual estimates by program or service, setting out proposed objectives, financial allocations, and anticipated performance results for the next fiscal year and comparable performance data for the previous fiscal year; and
  - d. undertake a periodic evaluation of the effectiveness of its programs and services.

### **INFORMATION EXCHANGE, GENERAL PROVISIONS**

- 76. Subject to any program reporting requirements that the Parties have agreed upon at the Tripartite Finance Committee, the Parties will share, in a timely manner, information reasonably required for purposes of implementation, monitoring, and renewal of this Agreement.
- 77. The Nisga'a Nation will collect and maintain information regarding the operations of Nisga'a Lisims Government on a basis reasonably comparable to that of similar governments in Canada.
- 78. The Nisga'a Nation will ensure that information on agreed-upon public programs and services is collected and maintained on a basis reasonably comparable to that of similar providers of similar programs and services in the Province of British Columbia.
- 79. On request by Canada or British Columbia, the Nisga'a Lisims Government will provide copies of public reports on the agreed-upon public programs and services under this

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

Agreement.

80. The Parties will collect, share and disclose information under this Agreement in a manner that:
- a. ensures the privacy and confidentiality of that information to the same extent as applies generally to other persons providing programs and services in the Province of British Columbia that are similar to those provided for in this Agreement; and
  - b. is in accordance with applicable Nisga'a, federal and provincial legislation and paragraphs 44 to 48 of the General Provisions Chapter.

### NISGA'A NATION POPULATION INFORMATION

81. If in a calendar year the total population adjustment factor as determined by paragraph 1.2.2 of Schedule B is 2 per cent or greater, and upon request by Canada, the Nisga'a Nation will provide Canada with the information contained in the Enrolment Register and List of Nisga'a Citizens, maintained in accordance with the *Nisga'a Citizenship Act*, NLGSR 2008/03.
82. In addition to the information provided under paragraph 81, and upon request by Canada, the Nisga'a Nation will provide Canada with any further information the Nisga'a Nation possesses relating to the residency and age of Nisga'a citizens.

### TERM OF THIS AGREEMENT

83. This Agreement will commence on April 1, 2009 and, subject to paragraph 84, will end on March 31, 2015.
84. If the Parties have not signed a further fiscal financing agreement by the expiry date of this Agreement, this Agreement will continue in effect for two years from its date of expiry or upon the written agreement of the Parties for any other period of time while they negotiate and attempt to reach agreement on the further fiscal financing agreement.

### SUBSEQUENT FISCAL FINANCING AGREEMENT

85. At least 18 months before the date of the expiry of this Agreement, or at an earlier date if the Parties agree in writing, the Parties will begin negotiating the next fiscal financing agreement.
86. At least 12 months before the date of the expiry of this Agreement, the Nisga'a Nation will notify Canada and British Columbia of any additional programs or services that it wishes to have included under the next fiscal financing agreement.

**DEFAULT AND REMEDIES**

87. Each of the following is a default under this Agreement:
- a. a Party fails to comply with a provision of this Agreement; or
  - b. a Party gives or makes a representation, statement or report, required under this Agreement, that it knows or reasonably ought to know is false in a material way.
88. Before taking any action in respect of a default under this Agreement, a Party will notify the Party in default and the other Party to this Agreement of the provision of this Agreement in respect of which the default has occurred and, in reasonable detail, of the nature of the default.
89. A Party that receives a notice of default under paragraph 88 may, within 30 days of receipt of the notice, notify the other Parties, with reasons, that it does not agree that it is in default, but if it fails to so notify the other Parties it will:
- a. within the 30 day period, remedy the default; or
  - b. if the default is not capable of being remedied within the 30 day period, commence, and diligently continue, to remedy the default;
- and, in either case, will notify the other Parties of the remedial action taken, or being taken, by it to remedy the default.
90. If, in the reasonable opinion of the Party that gave notice of a default under paragraph 88, the delivery of an agreed-upon program or service under this Agreement is materially affected by the default, then on giving at least 14 days notice to the other Parties of its intention to do so, the Party that gave the notice of default may:
- a. either directly, or under agreement with another person (including with another Party), provide or ensure the provision of that program or service; and
  - b. deduct from payments that it has agreed to make under this Agreement the amount that it has paid to provide or ensure the provision of that program or service;
- but nothing in this paragraph will relieve that Party taking the actions described in subparagraphs (a) or (b) from any damages that it may incur if it is subsequently determined that it was in error in its opinion that a default had occurred under this Agreement.
91. If a dispute occurs between Parties in respect of a default under this Agreement, the Parties to the dispute will settle the dispute between them under paragraphs 93 to 96.
92. A Party that gives notice of a default under paragraph 88 may at any time waive the

## **DISPUTE RESOLUTION**

93. The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
94. If the dispute is not resolved by informal discussion within 60 days of a Party notifying another Party of the dispute, it will be referred to the Tripartite Finance Committee.
95. If the Tripartite Finance Committee fails to resolve a dispute within 45 days of the dispute being referred to it, or a longer period if the Parties agree, the dispute will be dealt with under the Dispute Resolution Chapter and, for greater certainty, the dispute will be considered to be a dispute for the purposes of that Chapter.
96. The discussions in paragraphs 94 and 95 will be considered to be "collaborative negotiations" for the purposes of the Dispute Resolution Chapter.

## **SCHEDULES**

97. The following Schedules are attached to and form part of this Agreement:

<b>Schedule</b>	<b>Description</b>
A	British Columbia Funding Amounts
B	Canada Program and Service Base Year Funding Amounts and Adjustment Factors
C	Canada Historic Effective Year Funding Amount for Agreed-Upon Assets
D	Other Fisheries Related Funding
E	Programs and Services Reports
F	Non-delegated Services
G	Map of Northwest Corridor

## **AMENDMENT**

98. Any amendment to this Agreement must be in writing and executed by all Parties.

## **NO IMPLIED WAIVER**

99. No term or condition of this Agreement, or performance by a Party of a covenant under

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

100. No written waiver of a term or condition of this Agreement, of performance by a Party of a covenant under this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

### FURTHER ASSURANCES

101. The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

### INTERPRETATION

102. In this Agreement:
- a. unless it is otherwise clear from the context, "including" means "including, but not limited to", and "includes" means "includes, but is not limited to";
  - b. headings and subheadings 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 and any law enacted in substitution for it or in replacement of it;
  - d. a reference to an agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
  - e. unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;
  - f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
  - g. all accounting terms have the meanings assigned to them under generally accepted accounting principles.
103. This Agreement does not form part of the Nisga'a Final Agreement.
104. This Agreement is not intended to be a treaty or a land claim agreement, and is not intended to recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**TIME OF THE ESSENCE**

105. Time is of the essence in this Agreement.

**SEVERABILITY**

106. If any part of this Agreement is declared or held invalid for any reason, 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 portion.

**ENUREMENT**

107. This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

**NO ASSIGNMENT**

108. Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party to it.

**NOTICES**

109. Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each a "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in one or more of the following ways:

- a. delivered personally or by courier;
- b. transmitted by facsimile transmission; or
- c. mailed by prepaid registered post in Canada.

110. A communication will be considered to have been given or made, and received:

- a. if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b. if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or
- c. if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

---

NISGA'A NATION FISCAL FINANCING AGREEMENT

---

111. A communication must be delivered, transmitted to the facsimile number, or mailed to the address of the intended recipient set out below:

**For: Canada**

Attention: Minister of Indian Affairs and Northern Development  
c/o Regional Director General  
British Columbia Region  
Suite 600, 1138 Melville Street  
Vancouver, British Columbia  
V6E 4S3

Fax Number: (604) 775-7149

**For: British Columbia**

Attention: Minister of Aboriginal Relations and Reconciliation  
Parliament Buildings  
Victoria, British Columbia  
V8V 1X4

Fax Number: (250) 953-4856

**For: Nisga'a Nation**

Attention: President  
P.O. Box 231  
New Aiyansh, British Columbia  
VOJ 1A0

Fax Number: (250) 633-3035

112. A Party may change its address or facsimile number by giving a notice of the change to the other Parties in the manner set out above.
113. This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to another Party by facsimile transmission and a facsimile so transmitted will constitute an original document. Signed counterparts held by a Party, taken together, will constitute one and the same instrument.

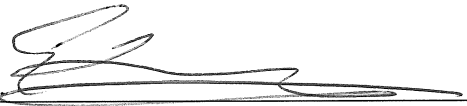
THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.



NISGA'A NATION FISCAL FINANCING AGREEMENT

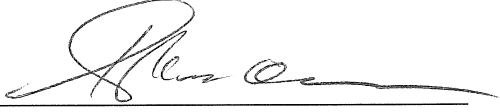
---

EXECUTED in the presence of:




As to the authorized signatory for the  
Minister of Indian Affairs and Northern  
Development

) **HER MAJESTY THE QUEEN IN**  
) **RIGHT OF CANADA** as represented  
) **by the Minister of Indian Affairs and**  
) **Northern Development or duly**  
) **authorized signatory**



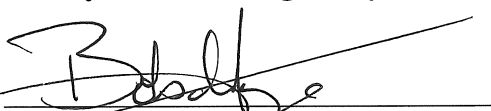
Per: duly authorized signatory

EXECUTED in the presence of:



As to the authorized signatory for the  
Minister of Aboriginal Relations and  
Reconciliation

) **HER MAJESTY THE QUEEN IN**  
) **RIGHT OF BRITISH COLUMBIA** as  
) **represented by the Minister of**  
) **Aboriginal Relations and Reconciliation**  
) **or duly authorized signatory**




Per: duly authorized signatory

EXECUTED in the presence of:



As to the signature of the Secretary  
Treasurer of Nisga'a Lisims Government

) **NISGA'A NATION** as represented by  
) **the Nisga'a Lisims Government**  
) **Executive**



Secretary Treasurer of Nisga'a Lisims  
Government



---

**NISGA'A NATION FISCAL FINANCING AGREEMENT**

---

**Schedule A**

**British Columbia Funding Amounts**

<b>Programs and Services</b>	<b>Reference</b>	<b>Annual Funding Amount</b>
Physician and Treatment Services	Service Contract for Primary Care Services	\$659,690 Annual funding above this amount will be determined in accordance with the Service Contract for Primary Care Services
Diagnostic and Treatment Centre Services	Transitional Funding Agreement	\$783,940 Annual funding above this amount will be determined in accordance with the Transitional Funding Agreement
Funding for Wilp Wilxo'oskwhl Nisga'a (Post-secondary Education and Training Programs)		\$280,000
Delegated services	Nisga'a Nation Delegated Services Agreement	\$1,872,000
Non-delegated services	Schedule F	\$325,560
Nisga'a Nation Development Support Fund		\$200,000
Wildlife Management		\$20,000

**NISGA'A NATION DEVELOPMENT SUPPORT FUND**

1. The Nisga'a Lisims Government will establish a community development based program that helps promote the well being of Nisga'a citizens.

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

2. The purpose of the Nisga'a Nation Development Support Fund (NNDSF) is to support the interests and objectives of Nisga'a Lisims Government with respect to community or cultural development on Nisga'a Lands.

Initiatives under the NNDSF may include; but, not be limited to:

- a. community based development projects;
  - b. single or joint venture initiatives that benefit Nisga'a citizens;
  - c. funding leverage opportunities;
  - d. feasibility needs assessment and other related studies;
  - e. community consultation to ensure consistency with community needs; and
  - f. resource development that may directly or indirectly improve the welfare of the community.
3. Within 90 days of the end of each fiscal year, the Nisga'a Nation will provide British Columbia with an annual report that includes the following:
- a) a description of the NNDSF activities and outcomes; and
  - b) a summary of expenditures.

### **PAYMENT TERMS AND CONDITIONS**

4. Nisga'a Nation Development Support Fund annual funding amount will begin on April 1, 2012 and will be adjusted annually for the term of the FFA, as follows:

$$\text{Annual funding amount} = \$200,000 \times (\text{FDDIPI}_{(i-1)\_4Q} / \text{FDDIPI}_{2008\_1Q})$$

where:

$i = 2012, 2013, 2014, 2015$  and so on,

$\text{FDDIPI}_{(i-1)\_4Q}$  is the first published value of FDDIPI for the fourth quarter of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated and for which Statistics Canada has published a FDDIPI;

$\text{FDDIPI}_{2008\_1Q}$  is the latest value of FDDIPI for the first quarter 2008, published by Statistics Canada at the same time as the value used in  $\text{FDDIPI}_{(i-1)\_4Q}$ ; and

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

FDDIPI is the *Canada Final Domestic Demand Implicit Price Index*, series D100466, published regularly by Statistics Canada in matrix 10512: Implicit Price Index, Gross Domestic Product, or its replacement series as specified by Statistics Canada.

5. British Columbia will continue to pay the Nisga'a Valley Health Authority for services provided under the Service Contract for Primary Care Services until the responsibility for providing services under the Service Contract for Primary Care Services is assumed by the Nisga'a Nation in accordance with its terms and conditions. If the Nisga'a Nation assumes the responsibility, British Columbia will pay the Nisga'a Nation for services provided under the Service Contract for Primary Care Services.
6. British Columbia will continue to pay the Nisga'a Valley Health Authority for services provided under the Transitional Funding Agreement until the responsibility for providing services under the Transitional Funding Agreement is assumed by the Nisga'a Nation in accordance with its terms and conditions. If the Nisga'a Nation assumes the responsibility, British Columbia will pay the Nisga'a Nation for services provided under the Transitional Funding Agreement.
7. The annual funding amount for post-secondary education and training programs in this Schedule will be paid to the Nisga'a Nation on the first day of the base year and thereafter on the first day of each fiscal year.
8. The annual funding amount for Wildlife Management in this Schedule will be paid to the Nisga'a Nation on the first day of the base year and thereafter on the first day of each fiscal year.
9. For the purposes of determining the net transfer for the base year, the annual funding amounts will be adjusted to take into account the portion thereof that has already been paid before the last day of the base year.
10. The first annual payment by British Columbia to the Nisga'a Nation in accordance with paragraph 61 for that fiscal year will be made on April 1, 2010 and each subsequent annual payment will be made by British Columbia to Nisga'a Nation on April 1 of that subsequent fiscal year.
11. The first annual payment by British Columbia to the Nisga'a Nation for non-delegated services set out in this Schedule for that fiscal year will be made on April 1, 2010 and each subsequent annual payment will be made by British Columbia to the Nisga'a Nation on April 1 of that subsequent fiscal year.
12. If an extraordinary event or circumstance arises which creates financial pressures that would materially impair the ability of the Nisga'a Nation to meet its obligations under subparagraphs 17(a)(iii) and 17(b) the Nisga'a Nation and British Columbia will negotiate and attempt to reach agreement on the adequacy of the funding.

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

13. The Nisga'a Nation will allocate and expend the funding provided by British Columbia to the Nisga'a Nation under paragraph 61 on child and family services and will first allocate and expend that funding for the provision of delegated services, including operational costs and maintenance costs.
14. The Nisga'a Nation will allocate and expend the funding provided by British Columbia to the Nisga'a Nation for non-delegated services as set out in this Schedule on child and family services and will first allocate and expend that funding for the provision of non-delegated services.
15. Operational costs referred to in paragraph 13 of this Schedule are those costs that support the Nisga'a Nation's provision of delegated services, including, staffing, salaries and benefits, cost of participation by Nisga'a Lisims Government representatives on the Joint Advisory Committee established under the Nisga'a Nation Delegated Services Agreement, administration and office expenses, computer hardware and software, travel, professional development, audits or evaluations, support and prevention services, home support, child care worker services, non-medical counselling services, insurance and legal fees.
16. Notwithstanding paragraph 15 of this Schedule, British Columbia will continue to bear the costs of audits and core training opportunities as specified in the Nisga'a Nation Delegated Services Agreement.
17. Maintenance costs referred to in paragraph 13 of this Schedule are those costs incurred in caring for a child receiving C3 delegated services and C4 delegated services, including food, household costs, transportation, personal needs, recreation, clothing, children's personal allowance, babysitting, relief, gifts, activities, education and other costs directly related to caring for a child.
18. The Nisga'a Nation is entitled to retain any unexpended funding provided to Nisga'a Nation by British Columbia under paragraph 61 for delegated services and under this Schedule for non-delegated services, subject to the condition that the Nisga'a Nation must allocate and expend in subsequent fiscal years the retained amount on child and family services.

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Schedule B

### Canada Program and Service Base Year Funding Amounts and Adjustment Factors

Table 1 sets out:

- a. the base year funding amounts for ongoing programs and services to be provided by the Nisga'a Nation;
- b. where applicable, the adjustments that will be made to each base year funding amount to arrive at the funding amount for each subsequent fiscal year, while this Agreement is in effect.

**Table 1**

### Base Year Funding Amounts and Adjustment Factors

Program or Service Area	Base Year Funding Amount \$ (2009/10)	Adjustments	
		Composite Population Adjustment	Price Adjustment
Column 1	Column 2	Column 3	Column 4
<b>Health</b>	13,505,798 <sup>1</sup>	Yes	Yes
<b>Social Programs</b>	4,403,843	Yes	Yes
<b>Income Assistance</b>	3,835,200	Yes	Yes
<b>Education</b>			
K-12	10,635,648	Yes	Yes
Post Secondary	3,991,623	Yes	Yes
<b>Local Services</b>			
Government & Local Services	9,347,582	No	Yes
Land and Resource Management	2,101,775	No	Yes
<b>Capital</b>			
Agreed-Upon Assets	3,614,634	No	Yes
Housing	1,400,000	No	No

Table 2 sets out the base year funding amounts for specified programs

<sup>1</sup> Includes \$1,257,088 funded in fiscal year 2009-10 through another funding agreement between Canada and the Nisga'a Nation. This amount is to be funded through this Agreement in fiscal year 2010-11 and onward.

---

**NISGA'A NATION FISCAL FINANCING AGREEMENT**

---

**Table 2**

**Specified Funding Amounts and Adjustment Factors**

<b>Program Area</b>	<b>Base Year Funding Amount \$ (2009/10)</b>	<b>Adjustments</b>	
		<b>Composite Population Adjustment</b>	<b>Price Adjustments</b>
Column 1	Column 2	Column 3	Column 4
Other Fisheries Related Priorities	up to 467,000 <sup>2</sup>	No	No
Nisga'a Priorities	8,350,000	N/A <sup>3</sup>	N/A

**CALCULATION OF FUNDING AMOUNTS**

**1.0 Calculation of Funding Amounts for Years After the Base Year**

The calculation date is a date approximately 30 days before the start of the new fiscal year at which time Canada will calculate the program funding amounts for the new fiscal year.

Funding amounts for fiscal years after the base year will be calculated as follows:

**1.1 Programs and Services in Table 1**

Post base year funding amounts for programs and services in Table 1 will be calculated as the product of the base year funding amount for the program and service, the composite population adjustment index and the price adjustment factor, as applicable as per columns 3 and 4 in Table 1, as follows:

post base year funding amount in year i for program j = base year funding amount for program j x composite population adjustment index<sub>ij</sub> x price adjustment factor<sub>ij</sub>

where:

i is 2, 3, 4, 5 or 6;

j is a program or service listed in Table 1 column 1; and

all adjustment factors have a default value of 1 unless otherwise determined as in this section.

---

<sup>2</sup> See paragraph 1.3 of this Schedule B.

<sup>3</sup> See paragraph 1.4 of this Schedule B. "N/A" in this Table 2 denotes that funding for Nisga'a Priorities will be paid only in the base year and will not be continued after fiscal year 2009/2010.



1.2 The Composite Population Adjustment Index (CPAI<sub>ij</sub>)

The composite population adjustment index (CPAI<sub>ij</sub>) is used as the population adjustment factor in the calculation of post base year funding amounts for health, social programs, income assistance, education K-12 and post-secondary education and will be calculated as follows:

$$CPAI_{ij} = 1 + CPA_j \times (i-1)$$

where:

CPA is the composite population adjustment factor;

i is 2, 3, 4, 5 or 6; and

j is health, social programs, income assistance, education K-12 and post-secondary education.

1.2.1 Composite Population Adjustment Factor (CPA<sub>j</sub>)

The composite population adjustment factor (CPA<sub>j</sub>) is determined annually for each applicable program or service area for the term of this Agreement, and is calculated as follows:

$$CPA_j = (\text{total population adjustment factor} \times \text{cohort population adjustment factor}_j) - 1.$$

1.2.2 Total Population Adjustment Factor (TPA)

The total population adjustment factor is determined annually for the term of this Agreement, and is equal to the actual annual rate of growth (expressed to two decimal places) of the total Nisga'a citizen population, determined as follows:

$$\text{total population adjustment factor} = 1 + ((\text{Pop}_i / \text{Pop}_{i-1}) - 1)$$

where:

Pop<sub>i</sub> is the total Nisga'a citizen population on December 31 of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated; and

Pop<sub>i-1</sub> is the total Nisga'a citizen population on December 31 of the calendar year preceding Pop<sub>i</sub>.

1.2.3 Cohort Population Adjustment Factors (CPAF)

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

The cohort population adjustment factors are applied for health, education K-12 and education post secondary in order to reflect the difference between the annual growth rate for specific age cohorts within the Nisga'a citizen population and the annual growth rate for the Nisga'a citizen population as a whole, as follows:

$$\text{cohort population adjustment factor}_j = 1 + ((\text{Cpop}_{ji} / \text{Cpop}_{ji-1}) - 1) - ((\text{Pop}_i / \text{Pop}_{i-1}) - 1)$$

where:

if  $j$  denotes health,  $\text{Cpop}_i$  is the sum of the Nisga'a citizen populations within the 0 – 4 and 55+ age groups on December 31 of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated and  $\text{Cpop}_{i-1}$  is the sum of Nisga'a citizen population in those age cohorts on December 31 of the calendar year preceding  $\text{Cpop}_i$ ;

if  $j$  denotes education K-12,  $\text{Cpop}_i$  is the sum of the Nisga'a citizen populations within 4 - 18 age group on December 31 of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated and  $\text{Cpop}_{i-1}$  is the sum of Nisga'a citizen population in that age cohort on December 31 of the calendar year preceding  $\text{Cpop}_i$ ; and

if  $j$  denotes education post secondary,  $\text{Cpop}_i$  is the sum of the Nisga'a citizen populations within 19 - 30 age group on December 31 of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated and  $\text{Cpop}_{i-1}$  is the sum of Nisga'a citizen population in that age cohort on December 31 of the calendar year preceding  $\text{Cpop}_i$ .

### 1.2.4 Price Adjustment Factor.

The price adjustment factor is calculated as follows:

$$\text{price adjustment factor}_{ij} = \text{FDDIPI}_{(i-1)\_Q4} / \text{FDDIPI}_{2008\ Q4}$$

where:

$\text{FDDIPI}_{(i-1)\_Q4}$  is the first published value of FDDIPI for the fourth quarter of the last calendar year ended before the beginning of the fiscal year for which the funding amount is being calculated and for which Statistics Canada has published a FDDIPI;

$\text{FDDIPI}_{2008\ Q4}$  is the latest value of FDDIPI for the fourth quarter 2008, published by Statistics Canada at the same time as the value used in  $\text{FDDIPI}_{(i-1)\_Q4}$ ; and

---

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

FDDIPI is the *Canada Final Domestic Demand Implicit Price Index*, series D100466, published regularly by Statistics Canada in matrix 10512: Implicit Price Index, Gross Domestic Product, or its replacement series as specified by Statistics Canada.

### 1.3 Table 2 Specified Funding Amounts: Other Fisheries Related Priorities

Funding for Other Fisheries Related Priorities referred to in Table 2 in each fiscal year for the life of this Agreement will be the difference between the annual disbursements from the Lisims Fisheries Conservation Trust and the total estimated funding set out in Schedule D to a maximum of \$467,000.

### 1.4 Table 2 Specified Funding Amounts: Nisga'a Priorities

The funding amount for Nisga'a Priorities which is contained in Table 2 will be paid by Canada to the Nisga'a Nation only in the base year.

### 2.0 Extension of Term

If the term of this Agreement continues as provided in paragraph 84, the provisions of section 1 of this Schedule will continue to apply with such changes as the circumstances require.

### 3.0 For the base year:

- a. the net transfer referred to in paragraph 59 means the amount of the net transfer that was calculated in accordance with the initial fiscal financing agreement and paid by Canada to the Nisga'a Nation on the basis of subparagraph 53(c) of the initial fiscal financing agreement;
- b. in accordance with paragraph 82A of the initial fiscal financing agreement the funding transferred by Canada to the Nisga'a Nation for fiscal year 2009/2010 is funding transferred under this Agreement and these amounts which have been paid by Canada to the Nisga'a Nation are applied to the amount payable for the base year by Canada to the Nisga'a Nation under this Agreement; and
- c. Canada will pay by way of a transfer to the Nisga'a Nation the amount of funding calculated for the base year under this Agreement less the amount set out in subparagraph 3.0(b) of this Schedule, and less amounts transferred by Canada under the Canada / Nisga'a Nation Funding Agreement effective April 1, 2009,<sup>4</sup> for a total amount of \$12,960,389.

---

<sup>4</sup> Amounts transferred by Canada totaling \$1,257,088 were for the following programs: Nursing Sustainability, Aboriginal Diabetes Initiative, Aboriginal Headstart, First Nations / Inuit Home and Community Care, HIV / AIDS and Environmental Health Drinking Water Support Program.



**Schedule C**

**Canada Historic Effective Year Funding Amount for Agreed-Upon Assets**

1. The historic effective year funding amount to enable the replacement and major maintenance of agreed-upon assets set out in Table 1 of this Schedule is the sum of:
  - a. the average annual cost to replace those agreed-upon assets that reach the end of their useful lives during the 36 year period that constitutes the weighted average useful life of those assets, calculated as the total cost of those replacements divided by 36, where:
    - i. the number of times that an asset is replaced during the period is based on the total useful life and the estimated remaining useful life of each asset set out in Table 1 columns 4 and 5 of this Schedule respectively, and
    - ii. the replacement cost of each asset is as set out in Table 1 column 3 of this Schedule; and
  - b. the sum of the average annual cost of major maintenance for each asset determined by multiplying the replacement cost of the asset by the applicable major maintenance factor set out in Table 1 column 6 of this Schedule, and dividing the product by the useful life of the asset set out in Table 1 column 4 of this Schedule.
2. The annual cost of replacement and major maintenance of agreed-upon assets over the 36 year period referred to in paragraph 1 is set out in Table 2 of this Schedule.
3. The historic effective year funding amount for the replacement and major maintenance of agreed-upon assets is \$2,990,000, as determined in Table 3 of this Schedule.

Table 1 Agreed-Upon Assets

Column #	1	2	3	4	5	6	7
Row #	CAIS #	Agreed Upon Assets Gingolx	Replacement Cost	Life Expectancy	Remaining Life	Major Maintenance Factor	(Columns 3X6/4) Average Annual Major Maintenance Cost
1	0010-01	Band Office	\$767,000	35	7	161.7%	35,439
2	0080-01	Public Works Garage	\$178,400	40	9	145.8%	6,505
3	0020-01	Fire Hall	\$255,300	35	24	162.7%	11,867
4	0030-01	Recreation Hall	\$1,715,000	40	24	159.0%	68,171
5	0060-01	Lift Station	\$19,950	35	11	22.0%	125
6	0090-01	Storage Shed	\$56,000	30	2	145.8%	2,723
7	0180-01	Pump House	\$26,400	25	19	145.8%	1,540
8	4010-01	Water System Mains	\$218,993	35	18	-	0
9	4010-02	Water System Mains	\$835,030	35	24	-	0
10	4010-03	Water System Mains	\$133,619	35	24	-	0
11	4020-01	Water Storage	\$187,734	25	24	-	0
12	4030-01	Community Well	\$154,589	25	24	97.6%	6,033
13	4030-02	Community Well	\$36,089	25	24	97.6%	1,408
14	4050-01	Gravity Intake	\$396,924	35	14	-	0
15	4310-01	Sanitary Mains	\$395,045	25	24	-	0
16	4310-02	Sanitary Mains	\$127,117	25	24	-	0
17	4310-03	Sanitary Mains	\$139,273	25	24	-	0
18	4320-01	Foremain	\$2,082	25	9	-	0
19	4330-01	Lift Station	\$145,617	25	24	22.0%	1,279
20	4340-01	Lift Station	\$111,261	25	10	22.0%	977
21	4350-01	Marine Outfall	\$450,292	25	6	-	0
22	4610-1	Standby Generator	\$30,450	15	9	-	0
23	4910-01	Landfill Site	\$400,000	15	11	-	0
24	6010-01	Gravel Road	\$250,165	30	30	26.6%	5,548
25	6010-02	Gravel Road	\$79,598	30	30	26.6%	1,765
26	6010-03	Gravel Road	\$295,650	30	30	26.6%	6,557
27	6010-04	Gravel Road	\$70,943	30	30	26.6%	1,573
28	8010-01	Bridge	\$266,123	35	4	45.4%	3,449
29	8030-01	Bridge	\$973,658	35	35	45.4%	12,619
30	8040-01	Vehicular Bridge	\$8,040	15	1	45.4%	243
31	8100-01	Dyke	\$120,965	35	34	-	0
32	9020-01	Garbage Truck	\$25,000	20	10	66.0%	825
33	9030-01	625 GPM Listed Fire Truck	\$140,000	20	11	11.2%	784
34	None	New Building	\$120,300	25	18	161.7%	7,782
35	None	Nursery School	\$150,300	35	28	160.4%	6,888
36	None	Health Centre	\$954,600	45	34	161.7%	34,305
37	None	Doctor's Trailer	\$99,800	25	14	161.7%	6,456
38	None	Nurse's Residence	\$486,400	40	29	161.7%	19,664

NISGA 'A NATION FISCAL FINANCING AGREEMENT

**Table 1 Agreed-Upon Assets – continued**

Row #	CAIS #	Agreed Upon Assets New Aliyansh	Replacement Cost	Life Expectancy	Remaining Life	Major Maintenance Factor	(Columns 3X6/4) Average Annual Major Maintenance Cost
39	0010-01	Band Office	\$374,700	35	10	161.7%	17,313
40	0011-01	Nisga'a Admin. Building	\$766,300	25	19	161.7%	49,569
41	0070-01	Nisga'a Fisheries Building	\$125,700	35	2	161.7%	5,808
42	0080-01	Maintenance Shop	\$193,500	40	14	145.8%	7,056
43	0020-01	Community Hall	\$1,305,000	35	1	159.0%	59,284
44	0030-01	Warehouse	\$69,200	30	4	145.8%	3,364
45	0040-01	Fire Hall	\$266,200	35	20	162.7%	12,374
46	0090-01	Youth Centre	\$244,800	30	14	159.0%	12,974
47	0100-01	Warehouse	\$32,700	30	4	145.8%	1,590
48	0120-01	Water Treatment Building	\$141,600	40	37	145.8%	5,163
49	4006-01	Water System Mains	\$252,688	35	35	-	0
50	4010-01	Water System Mains	\$743,706	35	34	-	0
51	4010-02	Water System Mains	\$599,425	35	19	-	0
52	4010-03	Water System Mains	\$623,706	35	24	-	0
53	4020-02	Water Storage	\$276,935	25	22	-	0
54	4030-01	Gravity Intake	\$37,026	25	22	-	0
55	4050-01	Water Treatment System	\$1,342,224	25	19	19.9%	10,663
56	4060-01	PRV Chamber	\$34,100	25	20	-	0
57	4060-02	PRV Chamber	\$34,100	25	22	-	0
58	4310-01	Sanitary Mains	\$551,805	25	24	-	0
59	4320-01	Sanitary Mains	\$210,517	25	25	-	0
60	4330-01	Sanitary Lagoon	\$645,035	35	19	-	0
61	4340-01	Sanitary Mains	\$935,970	25	19	-	0
62	6010-01	Gravel Road	\$480,524	30	30	26.6%	10,657
63	6010-02	Gravel Road	\$107,496	30	30	26.6%	2,384
64	6010-03	Gravel Road	\$83,430	30	30	26.6%	1,850
65	6010-04	Gravel Road	\$108,298	30	30	26.6%	2,402
66	6010-05	Gravel Road	\$18,451	30	30	26.6%	409
67	6010-06	Gravel Road	\$73,802	30	30	26.6%	1,637
68	6010-07	Gravel Road	\$12,033	30	30	26.6%	267
69	6020-01	Gravel Road	\$82,628	30	30	26.6%	1,832
70	6020-02	Gravel Road	\$57,993	30	30	26.6%	1,286
71	9010-02	1050 GPM Fire Truck	\$180,000	20	15	11.2%	1,008
72	9020-01	Refuse Truck	\$25,000	20	10	66.0%	825
73	None	Nursery School	\$267,800	35	34	160.4%	12,273
74	None	Diagnostic Tr. Centre	\$2,356,600	60	48	161.7%	38,110
75	None	Nurses Residence	\$397,500	35	2	161.7%	18,366
76	None	Doctor's Residence	\$166,200	35	2	161.7%	7,679
77	None	Maintenance Shop	\$155,600	35	2	161.7%	7,189

NISGA'A NATION FISCAL FINANCING AGREEMENT

Table 1 Agreed-Upon Assets - continued

Row #	CAIS #	Agreed Upon Assets Laxgalts'ap	Replacement Cost	Life Expectancy	Remaining Life	Major Maintenance Factor	(Columns 3X6/4) Average Annual Major Maintenance Cost
78	0008-01	Greenville Nursery School	\$299,600	32	14	160.4%	15,018
79	0010-01	Band Office	\$303,500	35	4	161.7%	14,023
80	0020-01	Warehouse	\$207,100	35	4	145.8%	8,631
81	0030-01	Community Hall	\$3,102,800	50	3	159.0%	98,669
82	0070-01	Fire Hall	\$349,200	35	20	162.7%	16,232
83	0100-01	Chlorinator Building	\$26,100	30	16	-	67
84	4010-01	Gravity Intake	\$110,263	25	3	-	0
85	4020-01	Community Well	\$63,912	25	14	97.6%	2,494
86	4030-01	Water Storage	\$254,398	25	19	-	0
87	4040-01	Watermain	\$772,093	35	19	-	0
88	4040-02	Water System Mains	\$235,064	35	4	-	0
89	4040-03	Water System Mains	\$68,040	35	24	-	0
90	4040-04	Watermains	\$69,936	35	24	-	0
91	4040-05	Watermains	\$56,773	35	24	-	0
92	4050-01	Water Treatment Building	\$29,258	15	9	19.9%	387
93	4310-01	Sanitary Mains	\$538,419	25	25	-	0
94	4310-02	Sanitary Sewage Mains	\$46,533	25	24	-	0
95	4310-03	Sanitary Mains	\$107,439	25	24	-	0
96	4310-04	Sanitary Mains	\$49,949	25	24	-	0
97	4320-01	Foremain	\$49,234	35	30	-	0
98	4330-02	Sanitary Lift Station	\$167,532	25	14	22.0%	1,471
99	4340-01	Lagoon	\$544,054	35	24	-	0
100	4350-01	Storm Drain	\$30,679	25	14	-	0
101	4360-01	Community Septic Tank	\$88,143	25	24	-	0
102	6010-01	Gravel Road	\$140,387	30	30	26.6%	3,113
103	6010-02	Gravel Road	\$46,528	30	30	26.6%	1,032
104	6010-03	Gravel Road	\$15,240	30	30	26.6%	338
105	6010-04	Gravel Road	\$15,240	30	30	26.6%	338
106	6010-05	Gravel Road	\$180,497	30	30	26.6%	4,003
107	6010-06	Gravel Road	\$128,354	30	30	26.6%	2,847
108	6010-07	Gravel Road	\$27,275	30	30	26.6%	605
109	6010-08	Gravel Road	\$28,077	30	30	26.6%	623
110	7010-01	Dyke	\$1,398,293	50	43	-	0
111	9010-02	840 GPM Fire Truck	\$145,000	20	19	11.2%	812
112	9020-01	Refuse Truck	\$25,000	20	10	66.0%	825
113	0090-01	Office Building	\$339,300	35	3	161.7%	15,677
114	None	Nurses Residence	\$158,200	35	19	161.7%	7,309
115	None	Health Centre	\$398,700	40	24	161.7%	16,119
116	None	Nurses Residence	\$93,000	20	4	161.7%	7,520



NISGA'A NATION FISCAL FINANCING AGREEMENT

Table 1 Agreed-Upon Assets – continued

Row #	CAIS #	Agreed Upon Assets Gitwinksihlkw	Replacement Cost	Life Expectancy	Remaining Life	Major Maintenance Factor	(Columns 3X6/4) Average Annual Major Maintenance Cost
117	0020-01	Band Office	\$405,500	35	34	161.7%	18,736
118	0040-01	Community Centre	\$2,255,300	50	19	159.0%	71,719
119	0050-01	Chlorinator	\$28,600	30	14	-	67
120	0070-01	Nursery School	\$151,600	35	19	160.4%	6,948
121	0080-01	Fire Hall	\$143,400	45	19	162.7%	5,184
122	0100-01	Pumphouse	\$17,800	30	14	145.9%	865
123	4010-01	Water System Mains	\$731,504	35	19	-	0
124	4020-01	Gravity Intake	\$96,421	25	12	-	0
125	4020-02	Gravity Intake	\$974,171	35	32	-	0
126	4030-01	Water Storage	\$172,222	25	19	-	0
127	4040-01	Water Treatment	\$35,179	20	9	19.9%	349
128	4050-01	Community Well	\$38,110	25	4	97.6%	1,487
129	4060-01	Pressure Reducing Station	\$40,354	25	22	-	0
130	4060-02	Altitude Valve Chamber	\$137,789	25	22	-	0
131	4310-01	Sanitary Mains	\$402,552	25	19	-	0
132	4320-01	Lagoon	\$325,505	35	19	-	0
133	6010-01	Gravel Road	\$181,938	30	30	26.6%	4,035
134	6010-02	Gravel Road	\$80,735	30	30	26.6%	1,790
135	6010-03	Gravel Road	\$335,448	30	30	26.6%	7,439
136	8010-01	Pedestrian Bridge	\$381,839	40	9	45.4%	4,330
137	9010-01	420 GPM Listed Fire Truck	\$105,000	20	8	11.2%	588
138	9020-01	Refuse Truck	\$25,000	20	10	66.0%	825
139	None	Health Centre	\$503,000	40	34	161.7%	20,336
140	None	Warehouse	\$82,700	35	28	159.0%	3,757
141	None	Storage Area	\$41,700	30	23	159.0%	2,210
Additional Agreed Upon Assets							
Nisga'a Nation							
142		Government Building	6,871,480	35	35	100%	196,328
Gingolx							
143	4360-01	Sanitary Mains	40,112	25	25	-	0
144	6020-01	Gravel Road	3,411	30	30	66.5%	76
145	5010-01	Wharf	482,700	20	20	100%	24,135
New Aiyansh							
146	4010-04	Water System Mains	251,852	35	35	-	0
147		Community Building	4,651,839	35	35	111.0%	147,530
148		Watermains	388,268	35	35	-	0
149		Sanitary Mains	523,438	25	25	-	0
150	4330-01	Sanitary Lagoon	910,238	35	35	-	0
151	4330-01	Sanitary Lagoon	(645,035)	(35)	(19)	-	0
152		Wastewater Treatment Building	10,080	35	35	102.0%	294
153	6010-01	Paved Road	838,600	45	45	143.0%	26,649

NISGA'A NATION FISCAL FINANCING AGREEMENT

Table 1 Agreed-Upon Assets – continued

Row #	CAIS #	Agreed Upon Assets	Replacement Cost	Life Expectancy	Remaining Life	Major Maintenance Factor	(Columns 3X6/4) Average Annual Major Maintenance Cost
154	6010-02	Paved Road	187,600	45	45	143.0%	5,962
155	6010-03	Paved Road	145,600	45	45	143.0%	4,627
156	6010-04	Paved Road	189,000	45	45	143.0%	6,006
157	6010-05	Paved Road	32,200	45	45	143.0%	1,023
158	6010-06	Paved Road	128,800	45	45	143.0%	4,093
159	6010-07	Paved Road	21,000	45	45	143.0%	667
160	6020-01	Paved Road	144,200	45	45	143.0%	4,582
161	6020-02	Paved Road	102,200	45	45	143.0%	3,248
162	6010-01	Gravel Road	(480,524)	(30)	(30)	65.5%	(10,657)
163	6010-02	Gravel Road	(107,496)	(30)	(30)	65.5%	(2,384)
164	6010-03	Gravel Road	(83,430)	(30)	(30)	65.5%	(1,850)
165	6010-04	Gravel Road	(108,298)	(30)	(30)	65.5%	(2,402)
166	6010-05	Gravel Road	(18,451)	(30)	(30)	65.5%	(409)
167	6010-06	Gravel Road	(73,802)	(30)	(30)	65.5%	(1,637)
168	6010-07	Gravel Road	(12,033)	(30)	(30)	65.5%	(267)
169	6020-01	Gravel Road	(82,628)	(30)	(30)	65.5%	(1,832)
170	6020-02	Gravel Road	(57,933)	(30)	(30)	65.5%	(1,286)
171	Laxgalts'ap	Watermains	49,576	35	35	-	0
172	4310-05	Sanitary Mains	32,728	25	25	-	0
173	6010-09	Gravel Road	6,418	30	30	66.5%	142
174		Community/Admin Building	2,310,120	35	35	111.0%	73,264
175		Watermains	15,919	35	35	-	0
	Gitwinksihlkw						
176		Wastewater Treatment Building	47,309	40	40	102.0%	1,206

Notes to Table 1:

1. The replacement cost of gravel roads is set at 40% of new construction, on the basis that the total reconstruction is not necessary for gravel roads. The major maintenance factor is set at 26.6% of new construction, which is 65.5% of the replacement cost (26.4/4)
2. The major maintenance amount for Chlorinators is \$2,000.
3. The Canada amount for replacement and major maintenance for the Diagnostic and Treatment Centre, line 74, is based on 60% of the total replacement cost

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost**

Row #	CAIS #	Agreed Upon Assets	2000/2001 Year 1	2001/2002 Year 2	2002/2003 Year 3	2003/2004 Year 4	2004/2005 Year 5	2005/2006 Year 6	2006/2007 Year 7	2007/2008 Year 8
		<b>Gingolx</b>								
1	0010-01	Band Office	35,439	35,439	35,439	35,439	35,439	35,439	802,439	35,439
2	0080-01	Public Works Garage	6,505	6,505	6,505	6,505	6,505	6,505	6,505	6,505
3	0020-01	Fire Hall	11,867	11,867	11,867	11,867	11,867	11,867	11,867	11,867
4	0030-01	Recreation Hall	68,171	68,171	68,171	68,171	68,171	68,171	68,171	68,171
5	0060-01	Lift Station	125	125	125	125	125	125	125	125
6	0090-01	Storage Shed	2,723	58,723	2,723	2,723	2,723	2,723	2,723	2,723
7	0180-01	Pump House	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540
8	4010-01	Water System Mains	-	-	-	-	-	-	-	-
9	4010-02	Water System Mains	-	-	-	-	-	-	-	-
10	4010-03	Water System Mains	-	-	-	-	-	-	-	-
11	4020-01	Water Storage	-	-	-	-	-	-	-	-
12	4030-01	Community Well	6,033	6,033	6,033	6,033	6,033	6,033	6,033	6,033
13	4030-02	Community Well	1,408	1,408	1,408	1,408	1,408	1,408	1,408	1,408
14	4050-01	Gravity Intake	-	-	-	-	-	-	-	-
15	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
16	4310-02	Sanitary Mains	-	-	-	-	-	-	-	-
17	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
18	4320-01	Forcemain	-	-	-	-	-	-	-	-
19	4330-01	Lift Station	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279
20	4340-01	Lift Station	977	977	977	977	977	977	977	977
21	4350-01	Marine Outfall	-	-	-	-	-	450,292	-	-
22	4610-1	Standby Generator	-	-	-	-	-	-	-	-
23	4910-01	Landfill Site	-	-	-	-	-	-	-	-
24	6010-01	Gravel Road	5,548	5,548	5,548	5,548	5,548	5,548	5,548	5,548
25	6010-02	Gravel Road	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765
26	6010-03	Gravel Road	6,557	6,557	6,557	6,557	6,557	6,557	6,557	6,557
27	6010-04	Gravel Road	1,573	1,573	1,573	1,573	1,573	1,573	1,573	1,573
28	8010-01	Bridge	3,449	3,449	3,449	269,572	3,449	3,449	3,449	3,449
29	8030-01	Bridge	12,619	12,619	12,619	12,619	12,619	12,619	12,619	12,619
30	8040-01	Vehicular Bridge	8,283	243	243	243	243	243	243	243
31	8100-01	Dyke	-	-	-	-	-	-	-	-
32	9020-01	Garbage Truck	825	825	825	825	825	825	825	825
33	9030-01	625 GPM Listed Fire Truck	784	784	784	784	784	784	784	784
34	None	New Building	7,782	7,782	7,782	7,782	7,782	7,782	7,782	7,782
35	None	Nursery School	6,888	6,888	6,888	6,888	6,888	6,888	6,888	6,888
36	None	Health Centre	34,305	34,305	34,305	34,305	34,305	34,305	34,305	34,305
37	None	Doctor's Trailer	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456
38	None	Nurse's Residence	19,664	19,664	19,664	19,664	19,664	19,664	19,664	19,664

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2000/2001	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008
		New Aiyansh	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
39	0010-01	Band Office	17,313	17,313	17,313	17,313	17,313	17,313	17,313	17,313
40	0011-01	Nisga'a Administration Building	49,569	49,569	49,569	49,569	49,569	49,569	49,569	49,569
41	0070-01	Nisga'a Fisheries Building	5,808	131,508	5,808	5,808	5,808	5,808	5,808	5,808
42	0080-01	Maintenance Shop	7,056	7,056	7,056	7,056	7,056	7,056	7,056	7,056
43	0020-01	Community Hall	1,364,284	59,284	59,284	59,284	59,284	59,284	59,284	59,284
44	0030-01	Warehouse	3,364	3,364	3,364	72,564	3,364	3,364	3,364	3,364
45	0040-01	Fire Hall	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374
46	0090-01	Youth Centre	12,974	12,974	12,974	12,974	12,974	12,974	12,974	12,974
47	0100-01	Warehouse	1,590	1,590	1,590	34,290	1,590	1,590	1,590	1,590
48	0120-01	Water Treatment Building	5,163	5,163	5,163	5,163	5,163	5,163	5,163	5,163
49	4006-01	Water System Mains	-	-	-	-	-	-	-	-
50	4010-01	Water System Mains	-	-	-	-	-	-	-	-
51	4010-02	Water System Mains	-	-	-	-	-	-	-	-
52	4010-03	Water System Mains	-	-	-	-	-	-	-	-
53	4020-02	Water Storage	-	-	-	-	-	-	-	-
54	4030-01	Gravity Intake	-	-	-	-	-	-	-	-
55	4050-01	Water Treatment System	10,663	10,663	10,663	10,663	10,663	10,663	10,663	10,663
56	4060-01	PRV Chamber	-	-	-	-	-	-	-	-
57	4060-02	PRV Chamber	-	-	-	-	-	-	-	-
58	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
59	4320-01	Sanitary Mains	-	-	-	-	-	-	-	-
60	4330-01	Sanitary Lagoon	-	-	-	-	-	-	-	-
61	4340-01	Sanitary Mains	-	-	-	-	-	-	-	-
62	6010-01	Gravel Road	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657
63	6010-02	Gravel Road	2,384	2,384	2,384	2,384	2,384	2,384	2,384	2,384
64	6010-03	Gravel Road	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850
65	6010-04	Gravel Road	2,402	2,402	2,402	2,402	2,402	2,402	2,402	2,402
66	6010-05	Gravel Road	409	409	409	409	409	409	409	409
67	6010-06	Gravel Road	1,637	1,637	1,637	1,637	1,637	1,637	1,637	1,637
68	6010-07	Gravel Road	267	267	267	267	267	267	267	267
69	6020-01	Gravel Road	1,832	1,832	1,832	1,832	1,832	1,832	1,832	1,832
70	6020-02	Gravel Road	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
71	9010-02	1050 GPM Fire Truck	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008
72	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
73	None	Nursery School	12,273	12,273	12,273	12,273	12,273	12,273	12,273	12,273
74	None	Diagnostic Treatment Centre	38,110	38,110	38,110	38,110	38,110	38,110	38,110	38,110
75	None	Nurses Residence	18,366	415,866	18,366	18,366	18,366	18,366	18,366	18,366
76	None	Doctor's Residence	7,679	173,879	7,679	7,679	7,679	7,679	7,679	7,679
77	None	Maintenance Shop	7,189	162,789	7,189	7,189	7,189	7,189	7,189	7,189

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2000/2001 Year 1	2001/2002 Year 2	2002/2003 Year 3	2003/2004 Year 4	2004/2005 Year 5	2005/2006 Year 6	2006/2007 Year 7	2007/2008 Year 8
		<b>Laxgalt's ap</b>								
78	0008-01	Greenville Nursery School	15,018	15,018	15,018	15,018	15,018	15,018	15,018	15,018
79	0010-01	Band Office	14,023	14,023	14,023	317,523	14,023	14,023	14,023	14,023
80	0020-01	Warehouse	8,631	8,631	8,631	215,731	8,631	8,631	8,631	8,631
81	0030-01	Community Hall	98,669	98,669	3,201,469	98,669	98,669	98,669	98,669	98,669
82	0070-01	Fire Hall	16,232	16,232	16,232	16,232	16,232	16,232	16,232	16,232
83	0100-01	Chlorinator Building	67	67	67	67	67	67	67	67
84	4010-01	Gravity Intake	-	-	110,263	-	-	-	-	-
85	4020-01	Community Well	2,494	2,494	2,494	2,494	2,494	2,494	2,494	2,494
86	4030-01	Water Storage	-	-	-	-	-	-	-	-
87	4040-01	Watermain	-	-	-	-	-	-	-	-
88	4040-02	Water System Mains	-	-	-	235,064	-	-	-	-
89	4040-03	Water System Mains	-	-	-	-	-	-	-	-
90	4040-04	Watermains	-	-	-	-	-	-	-	-
91	4040-05	Watermains	-	-	-	-	-	-	-	-
92	4050-01	Water Treatment Building	387	387	387	387	387	387	387	387
93	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
94	4310-02	Sanitary Sewage Mains	-	-	-	-	-	-	-	-
95	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
96	4310-04	Sanitary Mains	-	-	-	-	-	-	-	-
97	4320-01	Forcemain	-	-	-	-	-	-	-	-
98	4330-02	Sanitary Lift Station	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471
99	4340-01	Lagoon	-	-	-	-	-	-	-	-
100	4350-01	Storm Drain	-	-	-	-	-	-	-	-
101	4360-01	Community Septic Tank	-	-	-	-	-	-	-	-
102	6010-01	Gravel Road	3,113	3,113	3,113	3,113	3,113	3,113	3,113	3,113
103	6010-02	Gravel Road	1,032	1,032	1,032	1,032	1,032	1,032	1,032	1,032
104	6010-03	Gravel Road	338	338	338	338	338	338	338	338
105	6010-04	Gravel Road	338	338	338	338	338	338	338	338
106	6010-05	Gravel Road	4,003	4,003	4,003	4,003	4,003	4,003	4,003	4,003
107	6010-06	Gravel Road	2,847	2,847	2,847	2,847	2,847	2,847	2,847	2,847
108	6010-07	Gravel Road	605	605	605	605	605	605	605	605
109	6010-08	Gravel Road	623	623	623	623	623	623	623	623
110	7010-01	Dyke	-	-	-	-	-	-	-	-
111	9010-02	840 GPM Fire Truck	812	812	812	812	812	812	812	812
112	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
113	0090-01	Office Building	15,677	15,677	354,977	15,677	15,677	15,677	15,677	15,677
114	None	Nurses Residence	7,309	7,309	7,309	7,309	7,309	7,309	7,309	7,309
115	None	Health Centre	16,119	16,119	16,119	16,119	16,119	16,119	16,119	16,119
116	None	Nurses Residence	7,520	7,520	7,520	100,520	7,520	7,520	7,520	7,520

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2000/2001 Year 1	2001/2002 Year 2	2002/2003 Year 3	2003/2004 Year 4	2004/2005 Year 5	2005/2006 Year 6	2006/2007 Year 7	2007/2008 Year 8
		<b>Gitwinksihlkw</b>								
117	0020-01	Band Office	18,736	18,736	18,736	18,736	18,736	18,736	18,736	18,736
118	0040-01	Community Centre	71,719	71,719	71,719	71,719	71,719	71,719	71,719	71,719
119	0050-01	Chlorinator	67	67	67	67	67	67	67	67
120	0070-01	Nursery School	6,948	6,948	6,948	6,948	6,948	6,948	6,948	6,948
121	0080-01	Fire Hall	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184
122	0100-01	Pumphouse	865	865	865	865	865	865	865	865
123	4010-01	Water System Mains	-	-	-	-	-	-	-	-
124	4020-01	Gravity Intake	-	-	-	-	-	-	-	-
125	4020-02	Gravity Intake	-	-	-	-	-	-	-	-
126	4030-01	Water Storage	-	-	-	-	-	-	-	-
127	4040-01	Water Treatment	349	349	349	349	349	349	349	349
128	4050-01	Community Well	1,487	1,487	1,487	39,597	1,487	1,487	1,487	1,487
129	4060-01	Pressure Reducing Station	-	-	-	-	-	-	-	-
130	4060-02	Altitude Valve Chamber	-	-	-	-	-	-	-	-
131	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
132	4320-01	Lagoon	-	-	-	-	-	-	-	-
133	6010-01	Gravel Road	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
134	6010-02	Gravel Road	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790
135	6010-03	Gravel Road	7,439	7,439	7,439	7,439	7,439	7,439	7,439	7,439
136	8010-01	Pedestrian Bridge	4,330	4,330	4,330	4,330	4,330	4,330	4,330	4,330
137	9010-01	420 GPM Listed Fire Truck	588	588	588	588	588	588	588	105,588
138	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
139	None	Health Centre	20,336	20,336	20,336	20,336	20,336	20,336	20,336	20,336
140	None	Warehouse	3,757	3,757	3,757	3,757	3,757	3,757	3,757	3,757
141	None	Storage Area	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210
		<b>Sub Total</b>	<b>2,219,715</b>	<b>1,807,675</b>	<b>4,459,038</b>	<b>2,151,472</b>	<b>906,675</b>	<b>1,356,967</b>	<b>1,673,675</b>	<b>1,011,675</b>
		<b>Additional Agreed Upon Assets</b>								
		<b>Nisga'a Nation</b>								
142		Government Building	196,328	196,328	196,328	196,328	196,328	196,328	196,328	196,328
		<b>Gingolx</b>								
143	4360-01	Sanitary Mains	0	0	0	0	0	0	0	0
144	6020-01	Gravel Roads	76	76	76	76	76	76	76	76
145	5010-01	Wharf	24,135	24,135	24,135	24,135	24,135	24,135	24,135	24,135
		<b>New Aiyansh</b>								
146	4010-04	Water System Mains	0	0	0	0	0	0	0	0
147		Community Building	147,530	147,530	147,530	147,530	147,530	147,530	147,530	147,530
148		Watermains	0	0	0	0	0	0	0	0

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2000/2001 Year 1	2001/2002 Year 2	2002/2003 Year 3	2003/2004 Year 4	2004/2005 Year 5	2005/2006 Year 6	2006/2007 Year 7	2007/2008 Year 8
149		Sanitary Mains	0	0	0	0	0	0	0	0
150	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
151	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
152		Wastewater Treatment Building	294	294	294	294	294	294	294	294
153	6010-01	Paved Road	26,649	26,649	26,649	26,649	26,649	26,649	26,649	26,649
154	6010-02	Paved Road	5,962	5,962	5,962	5,962	5,962	5,962	5,962	5,962
155	6010-03	Paved Road	4,627	4,627	4,627	4,627	4,627	4,627	4,627	4,627
156	6010-04	Paved Road	6,006	6,006	6,006	6,006	6,006	6,006	6,006	6,006
157	6010-05	Paved Road	1,023	1,023	1,023	1,023	1,023	1,023	1,023	1,023
158	6010-06	Paved Road	4,093	4,093	4,093	4,093	4,093	4,093	4,093	4,093
159	6010-07	Paved Road	667	667	667	667	667	667	667	667
160	6020-01	Paved Road	4,582	4,582	4,582	4,582	4,582	4,582	4,582	4,582
161	6020-02	Paved Road	3,248	3,248	3,248	3,248	3,248	3,248	3,248	3,248
162	6010-01	Gravel Road	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)
163	6010-02	Gravel Road	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)
164	6010-03	Gravel Road	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)
165	6010-04	Gravel Road	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)
166	6010-05	Gravel Road	(409)	(409)	(409)	(409)	(409)	(409)	(409)	(409)
167	6010-06	Gravel Road	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)
168	6010-07	Gravel Road	(267)	(267)	(267)	(267)	(267)	(267)	(267)	(267)
169	6020-01	Gravel Road	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)
170	6020-02	Gravel Road	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)
		<b>Laxgalts'ap</b>								
171	4040-06	Watermains	0	0	0	0	0	0	0	0
172	4310-05	Sanitary Mains	0	0	0	0	0	0	0	0
173	6010-09	Gravel Roads	142	142	142	142	142	142	142	142
174		Community/Admin Building	73,264	73,264	73,264	73,264	73,264	73,264	73,264	73,264
175		Watermains	0	0	0	0	0	0	0	0
		<b>Gitwinksihlkw</b>								
176		Wastewater Treatment Building	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206
		<b>Sub Total</b>	477,107	477,107	477,107	477,107	477,107	477,107	477,107	477,107
		<b>Total</b>	2,696,822	2,284,782	4,936,145	2,628,579	1,383,782	1,834,074	2,150,782	1,487,782

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
		Gingolx	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
1	0010-01	Band Office	35,439	35,439	35,439	35,439	35,439	35,439	35,439	35,439
2	0080-01	Public Works Garage	184,905	6,505	6,505	6,505	6,505	6,505	6,505	6,505
3	0020-01	Fire Hall	11,867	11,867	11,867	11,867	11,867	11,867	11,867	11,867
4	0030-01	Recreation Hall	68,171	68,171	68,171	68,171	68,171	68,171	68,171	68,171
5	0060-01	Lift Station	125	125	20,075	125	125	125	125	125
6	0090-01	Storage Shed	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723
7	0180-01	Pump House	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540
8	4010-01	Water System Mains	-	-	-	-	-	-	-	-
9	4010-02	Water System Mains	-	-	-	-	-	-	-	-
10	4010-03	Water System Mains	-	-	-	-	-	-	-	-
11	4020-01	Water Storage	-	-	-	-	-	-	-	-
12	4030-01	Community Well	6,033	6,033	6,033	6,033	6,033	6,033	6,033	6,033
13	4030-02	Community Well	1,408	1,408	1,408	1,408	1,408	1,408	1,408	1,408
14	4050-01	Gravity Intake	-	-	-	-	-	396,924	-	-
15	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
16	4310-02	Sanitary Mains	-	-	-	-	-	-	-	-
17	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
18	4320-01	Foremain	2,082	-	-	-	-	-	-	-
19	4330-01	Lift Station	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279
20	4340-01	Lift Station	977	112,238	977	977	977	977	977	977
21	4350-01	Marine Outfall	-	-	-	-	-	-	-	-
22	4610-1	Standby Generator	30,450	-	-	-	-	-	-	-
23	4910-01	Landfill Site	-	-	400,000	-	-	-	-	-
24	6010-01	Gravel Road	5,548	5,548	5,548	5,548	5,548	5,548	5,548	5,548
25	6010-02	Gravel Road	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765
26	6010-03	Gravel Road	6,557	6,557	6,557	6,557	6,557	6,557	6,557	6,557
27	6010-04	Gravel Road	1,573	1,573	1,573	1,573	1,573	1,573	1,573	1,573
28	8010-01	Bridge	3,449	3,449	3,449	3,449	3,449	3,449	3,449	3,449
29	8030-01	Bridge	12,619	12,619	12,619	12,619	12,619	12,619	12,619	12,619
30	8040-01	Vehicular Bridge	243	243	243	243	243	243	243	8,283
31	8100-01	Dyke	-	-	-	-	-	-	-	-
32	9020-01	Garbage Truck	825	25,825	825	825	825	825	825	825
33	9030-01	625 GPM Listed Fire Truck	784	784	140,784	784	784	784	784	784
34	None	New Building	7,782	7,782	7,782	7,782	7,782	7,782	7,782	7,782
35	None	Nursery School	6,888	6,888	6,888	6,888	6,888	6,888	6,888	6,888
36	None	Health Centre	34,305	34,305	34,305	34,305	34,305	34,305	34,305	34,305
37	None	Doctor's Trailer	6,456	6,456	6,456	6,456	6,456	106,256	6,456	6,456
38	None	Nurse's Residence	19,664	19,664	19,664	19,664	19,664	19,664	19,664	19,664



NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
			Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
39	0010-01	New Aliyash Band Office	17,313	392,013	17,313	17,313	17,313	17,313	17,313	17,313
40	0011-01	Nisga'a Administration Build	49,569	49,569	49,569	49,569	49,569	49,569	49,569	49,569
41	0070-01	Nisga'a Fisheries Building	5,808	5,808	5,808	5,808	5,808	5,808	5,808	5,808
42	0080-01	Maintenance Shop	7,056	7,056	7,056	7,056	7,056	200,556	7,056	7,056
43	0020-01	Community Hall	59,284	59,284	59,284	59,284	59,284	59,284	59,284	59,284
44	0030-01	Warehouse	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364
45	0040-01	Fire Hall	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374
46	0090-01	Youth Centre	12,974	12,974	12,974	12,974	12,974	257,774	12,974	12,974
47	0100-01	Warehouse	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590
48	0120-01	Water Treatment Building	5,163	5,163	5,163	5,163	5,163	5,163	5,163	5,163
49	4006-01	Water System Mains	-	-	-	-	-	-	-	-
50	4010-01	Water System Mains	-	-	-	-	-	-	-	-
51	4010-02	Water System Mains	-	-	-	-	-	-	-	-
52	4010-03	Water System Mains	-	-	-	-	-	-	-	-
53	4020-02	Water Storage	-	-	-	-	-	-	-	-
54	4030-01	Gravity Intake	-	-	-	-	-	-	-	-
55	4050-01	Water Treatment System	10,663	10,663	10,663	10,663	10,663	10,663	10,663	10,663
56	4060-01	PRV Chamber	-	-	-	-	-	-	-	-
57	4060-02	PRV Chamber	-	-	-	-	-	-	-	-
58	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
59	4320-01	Sanitary Mains	-	-	-	-	-	-	-	-
60	4330-01	Sanitary Lagoon	-	-	-	-	-	-	-	-
61	4340-01	Sanitary Mains	-	-	-	-	-	-	-	-
62	6010-01	Gravel Road	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657
63	6010-02	Gravel Road	2,384	2,384	2,384	2,384	2,384	2,384	2,384	2,384
64	6010-03	Gravel Road	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850
65	6010-04	Gravel Road	2,402	2,402	2,402	2,402	2,402	2,402	2,402	2,402
66	6010-05	Gravel Road	409	409	409	409	409	409	409	409
67	6010-06	Gravel Road	1,637	1,637	1,637	1,637	1,637	1,637	1,637	1,637
68	6010-07	Gravel Road	267	267	267	267	267	267	267	267
69	6020-01	Gravel Road	1,832	1,832	1,832	1,832	1,832	1,832	1,832	1,832
70	6020-02	Gravel Road	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
71	9010-02	1050 GPM Fire Truck	1,008	1,008	1,008	1,008	1,008	1,008	181,008	1,008
72	9020-01	Refuse Truck	825	25,825	825	825	825	825	825	825
73	None	Nursery School	12,273	12,273	12,273	12,273	12,273	12,273	12,273	12,273
74	None	Diagnostic Treatment Centre	38,110	38,110	38,110	38,110	38,110	38,110	38,110	38,110
75	None	Nurses Residence	18,366	18,366	18,366	18,366	18,366	18,366	18,366	18,366
76	None	Doctor's Residence	7,679	7,679	7,679	7,679	7,679	7,679	7,679	7,679
77	None	Maintenance Shop	7,189	7,189	7,189	7,189	7,189	7,189	7,189	7,189

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
		<b>Laxgalts'ap</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>	<b>Year 16</b>
78	0008-01	Greenville Nursery School	15,018	15,018	15,018	15,018	15,018	314,618	15,018	15,018
79	0010-01	Band Office	14,023	14,023	14,023	14,023	14,023	14,023	14,023	14,023
80	0020-01	Warehouse	8,631	8,631	8,631	8,631	8,631	8,631	8,631	8,631
81	0030-01	Community Hall	98,669	98,669	98,669	98,669	98,669	98,669	98,669	98,669
82	0070-01	Fire Hall	16,232	16,232	16,232	16,232	16,232	16,232	16,232	16,232
83	0100-01	Chlorinator Building	67	67	67	67	67	67	67	26,167
84	4010-01	Gravity Intake	-	-	-	-	-	-	-	-
85	4020-01	Community Well	2,494	2,494	2,494	2,494	2,494	66,406	2,494	2,494
86	4030-01	Water Storage	-	-	-	-	-	-	-	-
87	4040-01	Watermain	-	-	-	-	-	-	-	-
88	4040-02	Water System Mains	-	-	-	-	-	-	-	-
89	4040-03	Water System Mains	-	-	-	-	-	-	-	-
90	4040-04	Watermains	-	-	-	-	-	-	-	-
91	4040-05	Watermains	-	-	-	-	-	-	-	-
92	4050-01	Water Treatment Building	29,645	387	387	387	387	387	387	387
93	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
94	4310-02	Sanitary Sewage Mains	-	-	-	-	-	-	-	-
95	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
96	4310-04	Sanitary Mains	-	-	-	-	-	-	-	-
97	4320-01	Forcemain	-	-	-	-	-	-	-	-
98	4330-02	Sanitary Lift Station	1,471	1,471	1,471	1,471	1,471	169,003	1,471	1,471
99	4340-01	Lagoon	-	-	-	-	-	-	-	-
100	4350-01	Storm Drain	-	-	-	-	-	30,679	-	-
101	4360-01	Community Septic Tank	-	-	-	-	-	-	-	-
102	6010-01	Gravel Road	3,113	3,113	3,113	3,113	3,113	3,113	3,113	3,113
103	6010-02	Gravel Road	1,032	1,032	1,032	1,032	1,032	1,032	1,032	1,032
104	6010-03	Gravel Road	338	338	338	338	338	338	338	338
105	6010-04	Gravel Road	338	338	338	338	338	338	338	338
106	6010-05	Gravel Road	4,003	4,003	4,003	4,003	4,003	4,003	4,003	4,003
107	6010-06	Gravel Road	2,847	2,847	2,847	2,847	2,847	2,847	2,847	2,847
108	6010-07	Gravel Road	605	605	605	605	605	605	605	605
109	6010-08	Gravel Road	623	623	623	623	623	623	623	623
110	7010-01	Dyke	-	-	-	-	-	-	-	-
111	9010-02	840 GPM Fire Truck	812	812	812	812	812	812	812	812
112	9020-01	Refuse Truck	825	25,825	825	825	825	825	825	825
113	0090-01	Office Building	15,677	15,677	15,677	15,677	15,677	15,677	15,677	15,677
114	None	Nurses Residence	7,309	7,309	7,309	7,309	7,309	7,309	7,309	7,309
115	None	Health Centre	16,119	16,119	16,119	16,119	16,119	16,119	16,119	16,119
116	None	Nurses Residence	7,520	7,520	7,520	7,520	7,520	7,520	7,520	7,520

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
		<b>Gitwinksihlkw</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>	<b>Year 16</b>
117	0020-01	Band Office	18,736	18,736	18,736	18,736	18,736	18,736	18,736	18,736
118	0040-01	Community Centre	71,719	71,719	71,719	71,719	71,719	71,719	71,719	71,719
119	0050-01	Chlorinator	67	67	67	67	67	28,667	67	67
120	0070-01	Nursery School	6,948	6,948	6,948	6,948	6,948	6,948	6,948	6,948
121	0080-01	Fire Hall	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184
122	0100-01	Pumphouse	865	865	865	865	865	18,665	865	865
123	4010-01	Water System Mains	-	-	-	-	-	-	-	-
124	4020-01	Gravity Intake	-	-	-	96,421	-	-	-	-
125	4020-02	Gravity Intake	-	-	-	-	-	-	-	-
126	4030-01	Water Storage	-	-	-	-	-	-	-	-
127	4040-01	Water Treatment	35,528	349	349	349	349	349	349	349
128	4050-01	Community Well	1,487	1,487	1,487	1,487	1,487	1,487	1,487	1,487
129	4060-01	Pressure Reducing Station	-	-	-	-	-	-	-	-
130	4060-02	Altitude Valve Chamber	-	-	-	-	-	-	-	-
131	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
132	4320-01	Lagoon	-	-	-	-	-	-	-	-
133	6010-01	Gravel Road	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
134	6010-02	Gravel Road	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790
135	6010-03	Gravel Road	7,439	7,439	7,439	7,439	7,439	7,439	7,439	7,439
136	8010-01	Pedestrian Bridge	386,169	4,330	4,330	4,330	4,330	4,330	4,330	4,330
137	9010-01	420 GPM Listed Fire Truck	588	588	588	588	588	588	588	588
138	9020-01	Refuse Truck	825	25,825	825	825	825	825	825	825
139	None	Health Centre	20,336	20,336	20,336	20,336	20,336	20,336	20,336	20,336
140	None	Warehouse	3,757	3,757	3,757	3,757	3,757	3,757	3,757	3,757
141	None	Storage Area	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210
		<b>Sub Total</b>	<b>1,563,883</b>	<b>1,492,636</b>	<b>1,466,625</b>	<b>1,003,096</b>	<b>906,675</b>	<b>2,449,822</b>	<b>1,086,675</b>	<b>940,815</b>
		<b>Additional Agreed Upon Assets</b>								
		<b>Nisga'a Nation</b>								
142		Government Building	196,328	196,328	196,328	196,328	196,328	196,328	196,328	196,328
		<b>Gingolx</b>								
143	4360-01	Sanitary Mains	0	0	0	0	0	0	0	0
144	6020-01	Gravel Roads	76	76	76	76	76	76	76	76
145	5010-01	Wharf	24,135	24,135	24,135	24,135	24,135	24,135	24,135	24,135
		<b>New Aiyansh</b>								
146	4010-04	Water System Mains	0	0	0	0	0	0	0	0
147		Community Building	147,530	147,530	147,530	147,530	147,530	147,530	147,530	147,530
148		Watermains	0	0	0	0	0	0	0	0

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
			Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
149		Sanitary Mains	0	0	0	0	0	0	0	0
150	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
151	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
152		Wastewater Treatment Building	294	294	294	294	294	294	294	294
153	6010-01	Paved Road	26,649	26,649	26,649	26,649	26,649	26,649	26,649	26,649
154	6010-02	Paved Road	5,962	5,962	5,962	5,962	5,962	5,962	5,962	5,962
155	6010-03	Paved Road	4,627	4,627	4,627	4,627	4,627	4,627	4,627	4,627
156	6010-04	Paved Road	6,006	6,006	6,006	6,006	6,006	6,006	6,006	6,006
157	6010-05	Paved Road	1,023	1,023	1,023	1,023	1,023	1,023	1,023	1,023
158	6010-06	Paved Road	4,093	4,093	4,093	4,093	4,093	4,093	4,093	4,093
159	6010-07	Paved Road	667	667	667	667	667	667	667	667
160	6020-01	Paved Road	4,582	4,582	4,582	4,582	4,582	4,582	4,582	4,582
161	6020-02	Paved Road	3,248	3,248	3,248	3,248	3,248	3,248	3,248	3,248
162	6010-01	Gravel Road	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)
163	6010-02	Gravel Road	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)
164	6010-03	Gravel Road	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)
165	6010-04	Gravel Road	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)
166	6010-05	Gravel Road	(409)	(409)	(409)	(409)	(409)	(409)	(409)	(409)
167	6010-06	Gravel Road	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)
168	6010-07	Gravel Road	(267)	(267)	(267)	(267)	(267)	(267)	(267)	(267)
169	6020-01	Gravel Road	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)
170	6020-02	Gravel Road	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)
		<b>Laxgalt's ap</b>								
171	4040-06	Watermains	0	0	0	0	0	0	0	0
172	4310-05	Sanitary Mains	0	0	0	0	0	0	0	0
173	6010-09	Gravel Roads	142	142	142	142	142	142	142	142
174		Community/Admin Building	73,264	73,264	73,264	73,264	73,264	73,264	73,264	73,264
175		Watermains	0	0	0	0	0	0	0	0
		<b>Gitwinksihlkw</b>								
176		Wastewater Treatment Building	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206
		<b>Sub Total</b>	477,107	477,107	477,107	477,107	477,107	477,107	477,107	477,107
		<b>Total</b>	2,040,990	1,969,743	1,943,732	1,480,203	1,383,782	2,926,929	1,563,782	1,417,922

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2016/2017 Year 17	2017/2018 Year 18	2018/2019 Year 19	2019/2020 Year 20	2020/2021 Year 21	2021/2022 Year 22	2022/2023 Year 23	2023/2024 Year 24
		<b>Gingolx</b>								
1	0010-01	Band Office	35,439	35,439	35,439	35,439	35,439	35,439	35,439	35,439
2	0080-01	Public Works Garage	6,505	6,505	6,505	6,505	6,505	6,505	6,505	6,505
3	0020-01	Fire Hall	11,867	11,867	11,867	11,867	11,867	11,867	11,867	267,167
4	0030-01	Recreation Hall	68,171	68,171	68,171	68,171	68,171	68,171	68,171	1,783,171
5	0060-01	Lift Station	125	125	125	125	125	125	125	125
6	0090-01	Storage Shed	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723
7	0180-01	Pump House	1,540	1,540	27,940	1,540	1,540	1,540	1,540	1,540
8	4010-01	Water System Mains	-	218,993	-	-	-	-	-	-
9	4010-02	Water System Mains	-	-	-	-	-	-	-	835,030
10	4010-03	Water System Mains	-	-	-	-	-	-	-	133,619
11	4020-01	Water Storage	-	-	-	-	-	-	-	187,734
12	4030-01	Community Well	6,033	6,033	6,033	6,033	6,033	6,033	6,033	160,622
13	4030-02	Community Well	1,408	1,408	1,408	1,408	1,408	1,408	1,408	37,497
14	4050-01	Gravity Intake	-	-	-	-	-	-	-	-
15	4310-01	Sanitary Mains	-	-	-	-	-	-	-	395,045
16	4310-02	Sanitary Mains	-	-	-	-	-	-	-	127,117
17	4310-03	Sanitary Mains	-	-	-	-	-	-	-	139,273
18	4320-01	Forcemain	-	-	-	-	-	-	-	-
19	4330-01	Lift Station	1,279	1,279	1,279	1,279	1,279	1,279	1,279	146,896
20	4340-01	Lift Station	977	977	977	977	977	977	977	977
21	4350-01	Marine Outfall	-	-	-	-	-	-	-	-
22	4610-1	Standby Generator	-	-	-	-	-	-	-	30,450
23	4910-01	Landfill Site	-	-	-	-	-	-	-	-
24	6010-01	Gravel Road	5,548	5,548	5,548	5,548	5,548	5,548	5,548	5,548
25	6010-02	Gravel Road	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765
26	6010-03	Gravel Road	6,557	6,557	6,557	6,557	6,557	6,557	6,557	6,557
27	6010-04	Gravel Road	1,573	1,573	1,573	1,573	1,573	1,573	1,573	1,573
28	8010-01	Bridge	3,449	3,449	3,449	3,449	3,449	3,449	3,449	3,449
29	8030-01	Bridge	12,619	12,619	12,619	12,619	12,619	12,619	12,619	12,619
30	8040-01	Vehicular Bridge	243	243	243	243	243	243	243	243
31	8100-01	Dyke	-	-	-	-	-	-	-	-
32	9020-01	Garbage Truck	825	825	825	825	825	825	825	825
33	9030-01	625 GPM Listed Fire Truck	784	784	784	784	784	784	784	784
34	None	New Building	7,782	128,082	7,782	7,782	7,782	7,782	7,782	7,782
35	None	Nursery School	6,888	6,888	6,888	6,888	6,888	6,888	6,888	6,888
36	None	Health Centre	34,305	34,305	34,305	34,305	34,305	34,305	34,305	34,305
37	None	Doctor's Trailer	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456
38	None	Nurse's Residence	19,664	19,664	19,664	19,664	19,664	19,664	19,664	19,664

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
		New Aiyansh	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24
39	0010-01	Band Office	17,313	17,313	17,313	17,313	17,313	17,313	17,313	17,313
40	0011-01	Nisga'a Administration Build	49,569	49,569	815,869	49,569	49,569	49,569	49,569	49,569
41	0070-01	Nisga'a Fisheries Building	5,808	5,808	5,808	5,808	5,808	5,808	5,808	5,808
42	0080-01	Maintenance Shop	7,056	7,056	7,056	7,056	7,056	7,056	7,056	7,056
43	0020-01	Community Hall	59,284	59,284	59,284	59,284	59,284	59,284	59,284	59,284
44	0030-01	Warehouse	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364
45	0040-01	Fire Hall	12,374	12,374	12,374	278,574	12,374	12,374	12,374	12,374
46	0090-01	Youth Centre	12,974	12,974	12,974	12,974	12,974	12,974	12,974	12,974
47	0100-01	Warehouse	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590
48	0120-01	Water Treatment Building	5,163	5,163	5,163	5,163	5,163	5,163	5,163	5,163
49	4006-01	Water System Mains	-	-	-	-	-	-	-	-
50	4010-01	Water System Mains	-	-	-	-	-	-	-	-
51	4010-02	Water System Mains	-	-	599,425	-	-	-	-	-
52	4010-03	Water System Mains	-	-	-	-	-	-	-	-
53	4020-02	Water Storage	-	-	-	-	-	-	-	623,706
54	4030-01	Gravity Intake	-	-	-	-	-	276,935	-	-
55	4050-01	Water Treatment System	10,663	10,663	1,352,887	10,663	10,663	10,663	10,663	10,663
56	4060-01	PRV Chamber	-	-	-	34,100	-	-	-	-
57	4060-02	PRV Chamber	-	-	-	-	-	34,100	-	-
58	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
59	4320-01	Sanitary Mains	-	-	-	-	-	-	-	551,805
60	4330-01	Sanitary Lagoon	-	-	-	-	-	-	-	-
61	4340-01	Sanitary Mains	-	-	645,035	-	-	-	-	-
62	6010-01	Gravel Road	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657
63	6010-02	Gravel Road	2,384	2,384	2,384	2,384	2,384	2,384	2,384	2,384
64	6010-03	Gravel Road	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850
65	6010-04	Gravel Road	2,402	2,402	2,402	2,402	2,402	2,402	2,402	2,402
66	6010-05	Gravel Road	409	409	409	409	409	409	409	409
67	6010-06	Gravel Road	1,637	1,637	1,637	1,637	1,637	1,637	1,637	1,637
68	6010-07	Gravel Road	267	267	267	267	267	267	267	267
69	6020-01	Gravel Road	1,832	1,832	1,832	1,832	1,832	1,832	1,832	1,832
70	6020-02	Gravel Road	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
71	9010-02	1050 GPM Fire Truck	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008
72	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
73	None	Nursery School	12,273	12,273	12,273	12,273	12,273	12,273	12,273	12,273
74	None	Diagnostic Treatment Centre	38,110	38,110	38,110	38,110	38,110	38,110	38,110	38,110
75	None	Nurses Residence	18,366	18,366	18,366	18,366	18,366	18,366	18,366	18,366
76	None	Doctor's Residence	7,679	7,679	7,679	7,679	7,679	7,679	7,679	7,679
77	None	Maintenance Shop	7,189	7,189	7,189	7,189	7,189	7,189	7,189	7,189

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
			Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24
78	0008-01	Laxgalt's ap	15,018	15,018	15,018	15,018	15,018	15,018	15,018	15,018
79	0010-01	Greenville Nursery School	14,023	14,023	14,023	14,023	14,023	14,023	14,023	14,023
80	0020-01	Band Office	8,631	8,631	8,631	8,631	8,631	8,631	8,631	8,631
81	0030-01	Warehouse	98,669	98,669	98,669	98,669	98,669	98,669	98,669	98,669
82	0070-01	Community Hall	16,232	16,232	16,232	365,432	16,232	16,232	16,232	16,232
83	0100-01	Fire Hall	67	67	67	67	67	67	67	67
84	4010-01	Chlorinator Building	-	-	-	-	-	-	-	-
85	4020-01	Gravity Intake	2,494	2,494	2,494	2,494	2,494	2,494	2,494	2,494
86	4030-01	Community Well	-	-	-	-	-	-	-	-
87	4040-01	Water Storage	-	-	254,398	-	-	-	-	-
88	4040-01	Watermain	-	-	772,093	-	-	-	-	-
89	4040-02	Water System Mains	-	-	-	-	-	-	-	-
90	4040-03	Water System Mains	-	-	-	-	-	-	-	-
91	4040-04	Watermain	-	-	-	-	-	-	-	-
92	4040-05	Watermain	-	-	-	-	-	-	-	-
93	4050-01	Water Treatment Building	387	387	387	387	387	387	387	387
94	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
95	4310-02	Sanitary Sewage Mains	-	-	-	-	-	-	-	-
96	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
97	4310-04	Sanitary Mains	-	-	-	-	-	-	-	-
98	4320-01	Foremain	-	-	-	-	-	-	-	-
99	4330-02	Sanitary Lift Station	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471
100	4340-01	Lagoon	-	-	-	-	-	-	-	-
101	4350-01	Storm Drain	-	-	-	-	-	-	-	-
102	4360-01	Community Septic Tank	-	-	-	-	-	-	-	-
103	6010-01	Gravel Road	3,113	3,113	3,113	3,113	3,113	3,113	3,113	3,113
104	6010-02	Gravel Road	1,032	1,032	1,032	1,032	1,032	1,032	1,032	1,032
105	6010-03	Gravel Road	338	338	338	338	338	338	338	338
106	6010-04	Gravel Road	338	338	338	338	338	338	338	338
107	6010-05	Gravel Road	4,003	4,003	4,003	4,003	4,003	4,003	4,003	4,003
108	6010-06	Gravel Road	2,847	2,847	2,847	2,847	2,847	2,847	2,847	2,847
109	6010-07	Gravel Road	605	605	605	605	605	605	605	605
110	6010-08	Gravel Road	623	623	623	623	623	623	623	623
111	7010-01	Dyke	-	-	-	-	-	-	-	-
112	9010-02	840 GPM Fire Truck	812	812	145,812	812	812	812	812	812
113	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
114	0090-01	Office Building	15,677	15,677	15,677	15,677	15,677	15,677	15,677	15,677
115	None	Nurses Residence	7,309	7,309	165,509	7,309	7,309	7,309	7,309	7,309
116	None	Health Centre	16,119	16,119	16,119	16,119	16,119	16,119	16,119	16,119
117	None	Nurses Residence	7,520	7,520	7,520	7,520	7,520	7,520	7,520	7,520

# NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
		<b>Gitwinksihlkw</b>								
117	0020-01	Band Office	18,736	18,736	18,736	18,736	18,736	18,736	18,736	18,736
118	0040-01	Community Centre	71,719	71,719	2,327,019	71,719	71,719	71,719	71,719	71,719
119	0050-01	Chlorinator	67	67	67	67	67	67	67	67
120	0070-01	Nursery School	6,948	6,948	158,548	6,948	6,948	6,948	6,948	6,948
121	0080-01	Fire Hall	5,184	5,184	148,584	5,184	5,184	5,184	5,184	5,184
122	0100-01	Pumphouse	865	865	865	865	865	865	865	865
123	4010-01	Water System Mains	-	-	731,504	-	-	-	-	-
124	4020-01	Gravity Intake	-	-	-	-	-	-	-	-
125	4020-02	Gravity Intake	-	-	-	-	-	-	-	-
126	4030-01	Water Storage	-	-	172,222	-	-	-	-	-
127	4040-01	Water Treatment	349	349	349	349	349	349	349	349
128	4050-01	Community Well	1,487	1,487	1,487	1,487	1,487	1,487	1,487	1,487
129	4060-01	Pressure Reducing Station	-	-	-	-	-	40,354	-	-
130	4060-02	Altitude Valve Chamber	-	-	-	-	-	137,789	-	-
131	4310-01	Sanitary Mains	-	-	402,552	-	-	-	-	-
132	4320-01	Lagoon	-	-	325,505	-	-	-	-	-
133	6010-01	Gravel Road	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
134	6010-02	Gravel Road	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790
135	6010-03	Gravel Road	7,439	7,439	7,439	7,439	7,439	7,439	7,439	7,439
136	8010-01	Pedestrian Bridge	4,330	4,330	4,330	4,330	4,330	4,330	4,330	4,330
137	9010-01	420 GPM Listed Fire Truck	588	588	588	588	588	588	588	588
138	9020-01	Refuse Truck	825	825	825	825	825	825	825	825
139	None	Health Centre	20,336	20,336	20,336	20,336	20,336	20,336	20,336	20,336
140	None	Warehouse	3,757	3,757	3,757	3,757	3,757	3,757	3,757	3,757
141	None	Storage Area	2,210	2,210	2,210	2,210	2,210	2,210	43,910	2,210
		<b>Sub Total</b>	<b>906,675</b>	<b>1,245,968</b>	<b>10,733,803</b>	<b>1,556,175</b>	<b>906,675</b>	<b>1,432,879</b>	<b>948,375</b>	<b>7,788,874</b>
		<b>Additional Agreed Upon Assets</b>								
		<b>Nisga'a Nation</b>								
142		Government Building	196,328	196,328	196,328	196,328	196,328	196,328	196,328	196,328
		<b>Gingolx</b>								
143	4360-01	Sanitary Mains	0	0	0	0	0	0	0	0
144	6020-01	Gravel Roads	76	76	76	76	76	76	76	76
145	5010-01	Wharf	24,135	24,135	24,135	506,835	24,135	24,135	24,135	24,135
		<b>New Aliyansh</b>								
146	4010-04	Water System Mains	0	0	0	0	0	0	0	0
147		Community Building	147,530	147,530	147,530	147,530	147,530	147,530	147,530	147,530
148		Watermains	0	0	0	0	0	0	0	0



NISGA'A NATION FISCAL FINANCING AGREEMENT

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2016/2017 Year 17	2017/2018 Year 18	2018/2019 Year 19	2019/2020 Year 20	2020/2021 Year 21	2021/2022 Year 22	2022/2023 Year 23	2023/2024 Year 24
149		Sanitary Mains	0	0	0	0	0	0	0	0
150	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
151	4330-01	Sanitary Lagoon	0	0	(645,035)	0	0	0	0	0
152		Wastewater Treatment Building	294	294	294	294	294	294	294	294
153	6010-01	Paved Road	26,649	26,649	26,649	26,649	26,649	26,649	26,649	26,649
154	6010-02	Paved Road	5,962	5,962	5,962	5,962	5,962	5,962	5,962	5,962
155	6010-03	Paved Road	4,627	4,627	4,627	4,627	4,627	4,627	4,627	4,627
156	6010-04	Paved Road	6,006	6,006	6,006	6,006	6,006	6,006	6,006	6,006
157	6010-05	Paved Road	1,023	1,023	1,023	1,023	1,023	1,023	1,023	1,023
158	6010-06	Paved Road	4,093	4,093	4,093	4,093	4,093	4,093	4,093	4,093
159	6010-07	Paved Road	667	667	667	667	667	667	667	667
160	6020-01	Paved Road	4,582	4,582	4,582	4,582	4,582	4,582	4,582	4,582
161	6020-02	Paved Road	3,248	3,248	3,248	3,248	3,248	3,248	3,248	3,248
162	6010-01	Gravel Road	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)
163	6010-02	Gravel Road	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)
164	6010-03	Gravel Road	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)
165	6010-04	Gravel Road	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)
166	6010-05	Gravel Road	(409)	(409)	(409)	(409)	(409)	(409)	(409)	(409)
167	6010-06	Gravel Road	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)
168	6010-07	Gravel Road	(267)	(267)	(267)	(267)	(267)	(267)	(267)	(267)
169	6020-01	Gravel Road	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)
170	6020-02	Gravel Road	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)
		<b>Laxgalt's ap</b>								
171	4040-06	Watermains	0	0	0	0	0	0	0	0
172	4310-05	Sanitary Mains	0	0	0	0	0	0	0	0
173	6010-09	Gravel Roads	142	142	142	142	142	142	142	142
174		Community/Admin Building	73,264	73,264	73,264	73,264	73,264	73,264	73,264	73,264
175		Watermains	0	0	0	0	0	0	0	0
		<b>Gitwinkshilkw</b>								
176		Wastewater Treatment Building	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206
		<b>Sub Total</b>	477,107	477,107	(167,928)	959,807	477,107	477,107	477,107	477,107
		<b>Total</b>	1,383,782	1,723,075	10,565,875	2,515,982	1,383,782	1,909,986	1,425,482	8,265,981

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032
		Gingolx	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
1	0010-01	Band Office	35,439	35,439	35,439	35,439	35,439	35,439	35,439	35,439
2	0080-01	Public Works Garage	6,505	6,505	6,505	6,505	6,505	6,505	6,505	6,505
3	0020-01	Fire Hall	11,867	11,867	11,867	11,867	11,867	11,867	11,867	11,867
4	0030-01	Recreation Hall	68,171	68,171	68,171	68,171	68,171	68,171	68,171	68,171
5	0060-01	Lift Station	125	125	125	125	125	125	125	125
6	0090-01	Storage Shed	2,723	2,723	2,723	2,723	2,723	2,723	2,723	58,723
7	0180-01	Pump House	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540
8	4010-01	Water System Mains	-	-	-	-	-	-	-	-
9	4010-02	Water System Mains	-	-	-	-	-	-	-	-
10	4010-03	Water System Mains	-	-	-	-	-	-	-	-
11	4020-01	Water Storage	-	-	-	-	-	-	-	-
12	4030-01	Community Well	6,033	6,033	6,033	6,033	6,033	6,033	6,033	6,033
13	4030-02	Community Well	1,408	1,408	1,408	1,408	1,408	1,408	1,408	1,408
14	4050-01	Gravity Intake	-	-	-	-	-	-	-	-
15	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
16	4310-02	Sanitary Mains	-	-	-	-	-	-	-	-
17	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
18	4320-01	Foremain	-	-	-	-	-	0	0	0
19	4330-01	Lift Station	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279
20	4340-01	Lift Station	977	977	977	977	977	977	977	977
21	4350-01	Marine Outfall	-	-	-	-	-	-	450,292	-
22	4610-1	Standby Generator	-	-	-	-	-	-	-	-
23	4910-01	Landfill Site	-	400,000	-	-	-	-	-	-
24	6010-01	Gravel Road	5,548	5,548	5,548	5,548	5,548	255,713	5,548	5,548
25	6010-02	Gravel Road	1,765	1,765	1,765	1,765	1,765	81,363	1,765	1,765
26	6010-03	Gravel Road	6,557	6,557	6,557	6,557	6,557	302,206	6,557	6,557
27	6010-04	Gravel Road	1,573	1,573	1,573	1,573	1,573	72,516	1,573	1,573
28	8010-01	Bridge	3,449	3,449	3,449	3,449	3,449	3,449	3,449	3,449
29	8030-01	Bridge	12,619	12,619	12,619	12,619	12,619	12,619	12,619	12,619
30	8040-01	Vehicular Bridge	243	243	243	243	243	243	8,283	243
31	8100-01	Dyke	-	-	-	-	-	-	-	-
32	9020-01	Garbage Truck	825	825	825	825	825	25,825	825	825
33	9030-01	625 GPM Listed Fire Truck	784	784	784	784	784	784	140,784	784
34	None	New Building	7,782	7,782	7,782	7,782	7,782	7,782	7,782	7,782
35	None	Nursery School	6,888	6,888	6,888	157,188	6,888	6,888	6,888	6,888
36	None	Health Centre	34,305	34,305	34,305	34,305	34,305	34,305	34,305	34,305
37	None	Doctor's Trailer	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456
38	None	Nurse's Residence	19,664	19,664	19,664	19,664	506,064	19,664	19,664	19,664

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2024/2025 Year 25	2025/2026 Year 26	2026/2027 Year 27	2027/2028 Year 28	2028/2029 Year 29	2029/2030 Year 30	2030/2031 Year 31	2031/2032 Year 32
		<b>New Aiyansh</b>								
39	0010-01	Band Office	17,313	17,313	17,313	17,313	17,313	17,313	17,313	17,313
40	0011-01	Nisga'a Administration Build	49,569	49,569	49,569	49,569	49,569	49,569	49,569	49,569
41	0070-01	Nisga'a Fisheries Building	5,808	5,808	5,808	5,808	5,808	5,808	5,808	5,808
42	0080-01	Maintenance Shop	7,056	7,056	7,056	7,056	7,056	7,056	7,056	7,056
43	0020-01	Community Hall	59,284	59,284	59,284	59,284	59,284	59,284	59,284	59,284
44	0030-01	Warehouse	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364
45	0040-01	Fire Hall	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374
46	0090-01	Youth Centre	12,974	12,974	12,974	12,974	12,974	12,974	12,974	12,974
47	0100-01	Warehouse	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590
48	0120-01	Water Treatment Building	5,163	5,163	5,163	5,163	5,163	5,163	5,163	5,163
49	4006-01	Water System Mains	-	-	-	-	-	-	-	-
50	4010-01	Water System Mains	-	-	-	-	-	-	-	-
51	4010-02	Water System Mains	-	-	-	-	-	-	-	-
52	4010-03	Water System Mains	-	-	-	-	-	-	-	-
53	4020-02	Water Storage	-	-	-	-	-	-	-	-
54	4030-01	Gravity Intake	-	-	-	-	-	-	-	-
55	4050-01	Water Treatment System	10,663	10,663	10,663	10,663	10,663	10,663	10,663	10,663
56	4060-01	PRV Chamber	-	-	-	-	-	-	-	-
57	4060-02	PRV Chamber	-	-	-	-	-	-	-	-
58	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
59	4320-01	Sanitary Mains	210,517	-	-	-	-	-	-	-
60	4330-01	Sanitary Lagoon	-	-	-	-	-	-	-	-
61	4340-01	Sanitary Mains	-	-	-	-	-	-	-	-
62	6010-01	Gravel Road	10,657	10,657	10,657	10,657	10,657	491,181	10,657	10,657
63	6010-02	Gravel Road	2,384	2,384	2,384	2,384	2,384	109,880	2,384	2,384
64	6010-03	Gravel Road	1,850	1,850	1,850	1,850	1,850	85,280	1,850	1,850
65	6010-04	Gravel Road	2,402	2,402	2,402	2,402	2,402	110,700	2,402	2,402
66	6010-05	Gravel Road	409	409	409	409	409	18,860	409	409
67	6010-06	Gravel Road	1,637	1,637	1,637	1,637	1,637	75,439	1,637	1,637
68	6010-07	Gravel Road	267	267	267	267	267	12,300	267	267
69	6020-01	Gravel Road	1,832	1,832	1,832	1,832	1,832	84,460	1,832	1,832
70	6020-02	Gravel Road	1,286	1,286	1,286	1,286	1,286	59,279	1,286	1,286
71	9010-02	1050 GPM Fire Truck	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008
72	9020-01	Refuse Truck	825	825	825	825	825	25,825	825	825
73	None	Nursery School	12,273	12,273	12,273	12,273	12,273	12,273	12,273	12,273
74	None	Diagnostic Treatment Centre	38,110	38,110	38,110	38,110	38,110	38,110	38,110	38,110
75	None	Nurses Residence	18,366	18,366	18,366	18,366	18,366	18,366	18,366	18,366
76	None	Doctor's Residence	7,679	7,679	7,679	7,679	7,679	7,679	7,679	7,679
77	None	Maintenance Shop	7,189	7,189	7,189	7,189	7,189	7,189	7,189	7,189

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032
		Laxgalt's ap	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32
78	0008-01	Greenville Nursery School	15,018	15,018	15,018	15,018	15,018	15,018	15,018	15,018
79	0010-01	Band Office	14,023	14,023	14,023	14,023	14,023	14,023	14,023	14,023
80	0020-01	Warehouse	8,631	8,631	8,631	8,631	8,631	8,631	8,631	8,631
81	0030-01	Community Hall	98,669	98,669	98,669	98,669	98,669	98,669	98,669	98,669
82	0070-01	Fire Hall	16,232	16,232	16,232	16,232	16,232	16,232	16,232	16,232
83	0100-01	Chlorinator Building	67	67	67	67	67	67	67	67
84	4010-01	Gravity Intake	-	-	-	110,263	-	-	-	-
85	4020-01	Community Well	2,494	2,494	2,494	2,494	2,494	2,494	2,494	2,494
86	4030-01	Water Storage	-	-	-	-	-	-	-	-
87	4040-01	Watermain	-	-	-	-	-	-	-	-
88	4040-02	Water System Mains	-	-	-	-	-	-	-	-
89	4040-03	Water System Mains	-	-	-	-	-	-	-	-
90	4040-04	Watermains	-	-	-	-	-	-	-	-
91	4040-05	Watermains	-	-	-	-	-	-	-	-
92	4050-01	Water Treatment Building	387	387	387	387	387	387	387	387
93	4310-01	Sanitary Mains	538,419	-	-	-	-	-	-	-
94	4310-02	Sanitary Sewage Mains	-	-	-	-	-	-	-	-
95	4310-03	Sanitary Mains	-	-	-	-	-	-	-	-
96	4310-04	Sanitary Mains	-	-	-	-	-	-	-	-
97	4320-01	Forcemain	-	-	-	-	-	49,234	-	-
98	4330-02	Sanitary Lift Station	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471
99	4340-01	Lagoon	-	-	-	-	-	-	-	-
100	4350-01	Storm Drain	-	-	-	-	-	-	-	-
101	4360-01	Community Septic Tank	-	-	-	-	-	-	-	-
102	6010-01	Gravel Road	3,113	3,113	3,113	3,113	3,113	143,500	3,113	3,113
103	6010-02	Gravel Road	1,032	1,032	1,032	1,032	1,032	47,560	1,032	1,032
104	6010-03	Gravel Road	338	338	338	338	338	15,578	338	338
105	6010-04	Gravel Road	338	338	338	338	338	15,578	338	338
106	6010-05	Gravel Road	4,003	4,003	4,003	4,003	4,003	184,500	4,003	4,003
107	6010-06	Gravel Road	2,847	2,847	2,847	2,847	2,847	131,200	2,847	2,847
108	6010-07	Gravel Road	605	605	605	605	605	27,880	605	605
109	6010-08	Gravel Road	623	623	623	623	623	28,700	623	623
110	7010-01	Dyke	-	-	-	-	-	-	-	-
111	9010-02	840 GPM Fire Truck	812	812	812	812	812	812	812	812
112	9020-01	Refuse Truck	825	825	825	825	825	25,825	825	825
113	0090-01	Office Building	15,677	15,677	15,677	15,677	15,677	15,677	15,677	15,677
114	None	Nurses Residence	7,309	7,309	7,309	7,309	7,309	7,309	7,309	7,309
115	None	Health Centre	16,119	16,119	16,119	16,119	16,119	16,119	16,119	16,119
116	None	Nurses Residence	7,520	7,520	7,520	7,520	7,520	7,520	7,520	7,520

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2024/2025 Year 25	2025/2026 Year 26	2026/2027 Year 27	2027/2028 Year 28	2028/2029 Year 29	2029/2030 Year 30	2030/2031 Year 31	2031/2032 Year 32
		<b>Gitwinkshikw</b>								
117	0020-01	Band Office	18,736	18,736	18,736	18,736	18,736	18,736	18,736	18,736
118	0040-01	Community Centre	71,719	71,719	71,719	71,719	71,719	71,719	71,719	71,719
119	0050-01	Chlorinator	67	67	67	67	67	67	67	67
120	0070-01	Nursery School	6,948	6,948	6,948	6,948	6,948	6,948	6,948	6,948
121	0080-01	Fire Hall	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184
122	0100-01	Pumphouse	865	865	865	865	865	865	865	865
123	4010-01	Water System Mains	-	-	-	-	-	-	-	-
124	4020-01	Gravity Intake	-	-	-	-	-	-	-	-
125	4020-02	Gravity Intake	-	-	-	-	-	-	-	974,171
126	4030-01	Water Storage	-	-	-	-	-	-	-	-
127	4040-01	Water Treatment	349	349	349	349	35,528	349	349	349
128	4050-01	Community Well	1,487	1,487	1,487	1,487	39,597	1,487	1,487	1,487
129	4060-01	Pressure Reducing Station	-	-	-	-	-	-	-	-
130	4060-02	Altitude Valve Chamber	-	-	-	-	-	-	-	-
131	4310-01	Sanitary Mains	-	-	-	-	-	-	-	-
132	4320-01	Lagoon	-	-	-	-	-	-	-	-
133	6010-01	Gravel Road	4,035	4,035	4,035	4,035	4,035	185,973	4,035	4,035
134	6010-02	Gravel Road	1,790	1,790	1,790	1,790	1,790	82,526	1,790	1,790
135	6010-03	Gravel Road	7,439	7,439	7,439	7,439	7,439	342,888	7,439	7,439
136	8010-01	Pedestrian Bridge	4,330	4,330	4,330	4,330	4,330	4,330	4,330	4,330
137	9010-01	420 GPM Listed Fire Truck	588	588	588	105,588	588	588	588	588
138	9020-01	Refuse Truck	825	825	825	825	825	25,825	825	825
139	None	Health Centre	20,336	20,336	20,336	20,336	20,336	20,336	20,336	20,336
140	None	Warehouse	3,757	3,757	3,757	86,457	3,757	3,757	3,757	3,757
141	None	Storage Area	2,210	2,210	2,210	2,210	2,210	2,210	2,210	2,210
		Sub Total	1,655,611	1,306,675	906,675	1,354,938	1,466,364	3,956,638	1,505,007	1,936,846
		<b>Additional Agreed Upon Assets</b>								
		<b>Nisga'a Nation</b>								
142		Government Building	196,328	196,328	196,328	196,328	196,328	196,328	196,328	196,328
		<b>Gingolx</b>								
143	4360-01	Sanitary Mains	40,112	0	0	0	0	0	0	0
144	6020-01	Gravel Roads	76	76	76	76	76	76	76	76
145	5010-01	Wharf	24,135	24,135	24,135	24,135	24,135	24,135	24,135	24,135
		<b>New Aiyansh</b>								
146	4010-04	Water System Mains	0	0	0	0	0	0	0	0
147		Community Building	147,530	147,530	147,530	147,530	147,530	147,530	147,530	147,530
148		Watermains	0	0	0	0	0	0	0	0

NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued**

Row #	CAIS #	Agreed Upon Assets	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032
			<b>Year 25</b>	<b>Year 26</b>	<b>Year 27</b>	<b>Year 28</b>	<b>Year 29</b>	<b>Year 30</b>	<b>Year 31</b>	<b>Year 32</b>
149		Sanitary Mains	523,438	0	0	0	0	0	0	0
150	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
151	4330-01	Sanitary Lagoon	0	0	0	0	0	0	0	0
152		Wastewater Treatment Building	294	294	294	294	294	294	294	294
153	6010-01	Paved Road	26,649	26,649	26,649	26,649	26,649	26,649	26,649	26,649
154	6010-02	Paved Road	5,962	5,962	5,962	5,962	5,962	5,962	5,962	5,962
155	6010-03	Paved Road	4,627	4,627	4,627	4,627	4,627	4,627	4,627	4,627
156	6010-04	Paved Road	6,006	6,006	6,006	6,006	6,006	6,006	6,006	6,006
157	6010-05	Paved Road	1,023	1,023	1,023	1,023	1,023	1,023	1,023	1,023
158	6010-06	Paved Road	4,093	4,093	4,093	4,093	4,093	4,093	4,093	4,093
159	6010-07	Paved Road	667	667	667	667	667	667	667	667
160	6020-01	Paved Road	4,582	4,582	4,582	4,582	4,582	4,582	4,582	4,582
161	6020-02	Paved Road	3,248	3,248	3,248	3,248	3,248	3,248	3,248	3,248
162	6010-01	Gravel Road	(10,657)	(10,657)	(10,657)	(10,657)	(10,657)	(491,181)	(10,657)	(10,657)
163	6010-02	Gravel Road	(2,384)	(2,384)	(2,384)	(2,384)	(2,384)	(109,880)	(2,384)	(2,384)
164	6010-03	Gravel Road	(1,850)	(1,850)	(1,850)	(1,850)	(1,850)	(85,280)	(1,850)	(1,850)
165	6010-04	Gravel Road	(2,402)	(2,402)	(2,402)	(2,402)	(2,402)	(110,700)	(2,402)	(2,402)
166	6010-05	Gravel Road	(409)	(409)	(409)	(409)	(409)	(18,860)	(409)	(409)
167	6010-06	Gravel Road	(1,637)	(1,637)	(1,637)	(1,637)	(1,637)	(75,439)	(1,637)	(1,637)
168	6010-07	Gravel Road	(267)	(267)	(267)	(267)	(267)	(12,300)	(267)	(267)
169	6020-01	Gravel Road	(1,832)	(1,832)	(1,832)	(1,832)	(1,832)	(84,460)	(1,832)	(1,832)
170	6020-02	Gravel Road	(1,286)	(1,286)	(1,286)	(1,286)	(1,286)	(59,279)	(1,286)	(1,286)
		<b>Laxgalts'ap</b>								
171	4040-06	Watermains	0	0	0	0	0	0	0	0
172	4310-05	Sanitary Mains	32,728	0	0	0	0	0	0	0
173	6010-09	Gravel Roads	142	142	142	142	142	142	142	142
174		Community/Admin Building	73,264	73,264	73,264	73,264	73,264	73,264	73,264	73,264
175		Watermains	0	0	0	0	0	0	0	0
		<b>Gt'winkshilkw</b>								
176		Wastewater Treatment Building	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206
		<b>Sub Total</b>	1,073,385	477,107	477,107	477,107	477,107	(537,719)	477,107	477,107
		<b>Total</b>	2,728,996	1,783,782	1,383,782	1,832,045	1,943,471	3,418,919	1,982,144	2,413,953

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	Year 33	Year 34	Year 35	Year 36
		Gingolx				
1	0010-01	Band Office	35,439	35,439	35,439	35,439
2	0080-01	Public Works Garage	6,505	6,505	6,505	6,505
3	0020-01	Fire Hall	11,867	11,867	11,867	11,867
4	0030-01	Recreation Hall	68,171	68,171	68,171	68,171
5	0060-01	Lift Station	125	125	125	125
6	0090-01	Storage Shed	2,723	2,723	2,723	2,723
7	0180-01	Pump House	1,540	1,540	1,540	1,540
8	4010-01	Water System Mains	-	-	-	-
9	4010-02	Water System Mains	-	-	-	-
10	4010-03	Water System Mains	-	-	-	-
11	4020-01	Water Storage	-	-	-	-
12	4030-01	Community Well	6,033	6,033	6,033	6,033
13	4030-02	Community Well	1,408	1,408	1,408	1,408
14	4050-01	Gravity Intake	-	-	-	-
15	4310-01	Sanitary Mains	-	-	-	-
16	4310-02	Sanitary Mains	-	-	-	-
17	4310-03	Sanitary Mains	-	-	-	-
18	4320-01	Forcemain	0	2,082	-	-
19	4330-01	Lift Station	1,279	1,279	1,279	1,279
20	4340-01	Lift Station	977	977	112,238	977
21	4350-01	Marine Outfall	-	-	-	-
22	4610-1	Standby Generator	-	-	-	-
23	4910-01	Landfill Site	-	-	-	-
24	6010-01	Gravel Road	5,548	5,548	5,548	5,548
25	6010-02	Gravel Road	1,765	1,765	1,765	1,765
26	6010-03	Gravel Road	6,557	6,557	6,557	6,557
27	6010-04	Gravel Road	1,573	1,573	1,573	1,573
28	8010-01	Bridge	3,449	3,449	3,449	3,449
29	8030-01	Bridge	12,619	12,619	986,277	12,619
30	8040-01	Vehicular Bridge	243	243	243	243
31	8100-01	Dyke	-	120,965	-	-
32	9020-01	Garbage Truck	825	825	825	825
33	9030-01	625 GPM Listed Fire Truck	784	784	784	784
34	None	New Building	7,782	7,782	7,782	7,782
35	None	Nursery School	6,888	6,888	6,888	6,888
36	None	Health Centre	34,305	988,905	34,305	34,305
37	None	Doctor's Trailer	6,456	6,456	6,456	6,456
38	None	Nurse's Residence	19,664	19,664	19,664	19,664

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2032/2033	2033/2034	2034/2035	2035/2036
		New Aiyansh	Year 33	Year 34	Year 35	Year 36
39	0010-01	Band Office	17,313	17,313	17,313	17,313
40	0011-01	Nisga'a Administration Build	49,569	49,569	49,569	49,569
41	0070-01	Nisga'a Fisheries Building	5,808	5,808	5,808	5,808
42	0080-01	Maintenance Shop	7,056	7,056	7,056	7,056
43	0020-01	Community Hall	59,284	59,284	59,284	1,364,284
44	0030-01	Warehouse	3,364	72,564	3,364	3,364
45	0040-01	Fire Hall	12,374	12,374	12,374	12,374
46	0090-01	Youth Centre	12,974	12,974	12,974	12,974
47	0100-01	Warehouse	1,590	34,290	1,590	1,590
48	0120-01	Water Treatment Building	5,163	5,163	5,163	5,163
49	4006-01	Water System Mains	-	-	252,688	-
50	4010-01	Water System Mains	-	743,706	-	-
51	4010-02	Water System Mains	-	-	-	-
52	4010-03	Water System Mains	-	-	-	-
53	4020-02	Water Storage	-	-	-	-
54	4030-01	Gravity Intake	-	-	-	-
55	4050-01	Water Treatment System	10,663	10,663	10,663	10,663
56	4060-01	PRV Chamber	-	-	-	-
57	4060-02	PRV Chamber	-	-	-	-
58	4310-01	Sanitary Mains	-	-	-	-
59	4320-01	Sanitary Mains	-	-	-	-
60	4330-01	Sanitary Lagoon	-	-	-	-
61	4340-01	Sanitary Mains	-	-	-	-
62	6010-01	Gravel Road	10,657	10,657	10,657	10,657
63	6010-02	Gravel Road	2,384	2,384	2,384	2,384
64	6010-03	Gravel Road	1,850	1,850	1,850	1,850
65	6010-04	Gravel Road	2,402	2,402	2,402	2,402
66	6010-05	Gravel Road	409	409	409	409
67	6010-06	Gravel Road	1,637	1,637	1,637	1,637
68	6010-07	Gravel Road	267	267	267	267
69	6020-01	Gravel Road	1,832	1,832	1,832	1,832
70	6020-02	Gravel Road	1,286	1,286	1,286	1,286
71	9010-02	1050 GPM Fire Truck	1,008	181,008	1,008	1,008
72	9020-01	Refuse Truck	825	825	825	825
73	None	Nursery School	12,273	280,073	12,273	12,273
74	None	Diagnostic Treatment Centre	38,110	38,110	38,110	38,110
75	None	Nurses Residence	18,366	18,366	18,366	18,366
76	None	Doctor's Residence	7,679	7,679	7,679	7,679
77	None	Maintenance Shop	7,189	7,189	7,189	7,189



Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2032/2033 Year 33	2033/2034 Year 34	2034/2035 Year 35	2035/2036 Year 36
		<b>Laxgalt's ap</b>				
78	0008-01	Greenville Nursery School	15,018	15,018	15,018	15,018
79	0010-01	Band Office	14,023	14,023	14,023	14,023
80	0020-01	Warehouse	8,631	8,631	8,631	8,631
81	0030-01	Community Hall	98,669	98,669	98,669	98,669
82	0070-01	Fire Hall	16,232	16,232	16,232	16,232
83	0100-01	Chlorinator Building	67	67	67	67
84	4010-01	Gravity Intake	-	-	-	-
85	4020-01	Community Well	2,494	2,494	2,494	2,494
86	4030-01	Water Storage	-	-	-	-
87	4040-01	Watermain	-	-	-	-
88	4040-02	Water System Mains	-	-	-	-
89	4040-03	Water System Mains	-	-	-	-
90	4040-04	Watermains	-	-	-	-
91	4040-05	Watermains	-	-	-	-
92	4050-01	Water Treatment Building	387	387	387	387
93	4310-01	Sanitary Mains	-	-	-	-
94	4310-02	Sanitary Sewage Mains	-	-	-	-
95	4310-03	Sanitary Mains	-	-	-	-
96	4310-04	Sanitary Mains	-	-	-	-
97	4320-01	Forcemain	-	-	-	-
98	4330-02	Sanitary Lift Station	1,471	1,471	1,471	1,471
99	4340-01	Lagoon	-	-	-	-
100	4350-01	Storm Drain	-	-	-	-
101	4360-01	Community Septic Tank	-	-	-	-
102	6010-01	Gravel Road	3,113	3,113	3,113	3,113
103	6010-02	Gravel Road	1,032	1,032	1,032	1,032
104	6010-03	Gravel Road	338	338	338	338
105	6010-04	Gravel Road	338	338	338	338
106	6010-05	Gravel Road	4,003	4,003	4,003	4,003
107	6010-06	Gravel Road	2,847	2,847	2,847	2,847
108	6010-07	Gravel Road	605	605	605	605
109	6010-08	Gravel Road	623	623	623	623
110	7010-01	Dyke	-	-	-	-
111	9010-02	840 GPM Fire Truck	812	812	812	812
112	9020-01	Refuse Truck	825	825	825	825
113	0090-01	Office Building	15,677	15,677	15,677	15,677
114	None	Nurses Residence	7,309	7,309	7,309	7,309
115	None	Health Centre	16,119	16,119	16,119	16,119
116	None	Nurses Residence	7,520	7,520	7,520	7,520

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2032/2033	2033/2034	2034/2035	2035/2036
		<b>Gitwinksihlkw</b>				
117	0020-01	Band Office	18,736	424,236	18,736	18,736
118	0040-01	Community Centre	71,719	71,719	71,719	71,719
119	0050-01	Chlorinator	67	67	67	67
120	0070-01	Nursery School	6,948	6,948	6,948	6,948
121	0080-01	Fire Hall	5,184	5,184	5,184	5,184
122	0100-01	Pumphouse	865	865	865	865
123	4010-01	Water System Mains	-	-	-	-
124	4020-01	Gravity Intake	-	-	-	-
125	4020-02	Gravity Intake	-	-	-	-
126	4030-01	Water Storage	-	-	-	-
127	4040-01	Water Treatment	349	349	349	349
128	4050-01	Community Well	1,487	1,487	1,487	1,487
129	4060-01	Pressure Reducing Station	-	-	-	-
130	4060-02	Altitude Valve Chamber	-	-	-	-
131	4310-01	Sanitary Mains	-	-	-	-
132	4320-01	Lagoon	-	-	-	-
133	6010-01	Gravel Road	4,035	4,035	4,035	4,035
134	6010-02	Gravel Road	1,790	1,790	1,790	1,790
135	6010-03	Gravel Road	7,439	7,439	7,439	7,439
136	8010-01	Pedestrian Bridge	4,330	4,330	4,330	4,330
137	9010-01	420 GPM Listed Fire Truck	588	588	588	588
138	9020-01	Refuse Truck	825	825	825	825
139	None	Health Centre	20,336	523,336	20,336	20,336
140	None	Warehouse	3,757	3,757	3,757	3,757
141	None	Storage Area	2,210	2,210	2,210	2,210
		<b>Sub Total</b>	<b>906,675</b>	<b>4,186,228</b>	<b>2,244,282</b>	<b>2,211,675</b>
		<b>Additional Agreed Upon Assets</b>				
		<b>Nisga'a Nation</b>				
142		Government Building	196,328	196,328	7,067,808	196,328
		<b>Gingolx</b>				
143	4360-01	Sanitary Mains	0	0	0	0
144	6020-01	Gravel Roads	76	76	76	76
145	5010-01	Wharf	24,135	24,135	24,135	24,135
		<b>New Aiyansh</b>				
146	4010-04	Water System Mains	0	0	251,852	0
147		Community Building	147,530	147,530	4,799,369	147,530
148		Watermains	0	0	388,268	0

Table 2 Calculation of Annual Replacement and Major Maintenance Cost, continued

Row #	CAIS #	Agreed Upon Assets	2032/2033 Year 33	2033/2034 Year 34	2034/2035 Year 35	2035/2036 Year 36
149		Sanitary Mains	0	0	0	0
150	4330-01	Sanitary Lagoon	0	0	910,238	0
151	4330-01	Sanitary Lagoon	0	0	0	0
152		Wastewater Treatment Building	294	294	10,374	294
153	6010-01	Paved Road	26,649	26,649	26,649	26,649
154	6010-02	Paved Road	5,962	5,962	5,962	5,962
155	6010-03	Paved Road	4,627	4,627	4,627	4,627
156	6010-04	Paved Road	6,006	6,006	6,006	6,006
157	6010-05	Paved Road	1,023	1,023	1,023	1,023
158	6010-06	Paved Road	4,093	4,093	4,093	4,093
159	6010-07	Paved Road	667	667	667	667
160	6020-01	Paved Road	4,582	4,582	4,582	4,582
161	6020-02	Paved Road	3,248	3,248	3,248	3,248
162	6010-01	Gravel Road	(10,657)	(10,657)	(10,657)	(10,657)
163	6010-02	Gravel Road	(2,384)	(2,384)	(2,384)	(2,384)
164	6010-03	Gravel Road	(1,850)	(1,850)	(1,850)	(1,850)
165	6010-04	Gravel Road	(2,402)	(2,402)	(2,402)	(2,402)
166	6010-05	Gravel Road	(409)	(409)	(409)	(409)
167	6010-06	Gravel Road	(1,637)	(1,637)	(1,637)	(1,637)
168	6010-07	Gravel Road	(267)	(267)	(267)	(267)
169	6020-01	Gravel Road	(1,832)	(1,832)	(1,832)	(1,832)
170	6020-02	Gravel Road	(1,286)	(1,286)	(1,286)	(1,286)
		<b>Laxgalt's ap</b>				
171	4040-06	Watermains	0	0	49,576	0
172	4310-05	Sanitary Mains	0	0	0	0
173	6010-09	Gravel Roads	142	142	142	142
174		Community/Admin Building	73,264	73,264	2,383,384	73,264
175		Watermains	0	0	15,919	0
		<b>Gitwinksilkw</b>				
176		Wastewater Treatment Building	1,206	1,206	1,206	1,206
		<b>Sub Total</b>	477,107	477,107	15,936,479	477,107
		<b>Total</b>	1,383,782	4,663,395	18,180,761	2,688,782

# NISGA'A NATION FISCAL FINANCING AGREEMENT

**Table 3 Historic Effective Year Funding for Agreed-Upon Assets**

Year	Annual Cost for 36 Years (Totals from Table 2)
Year 1	\$2,696,822
Year 2	\$2,284,782
Year 3	\$4,936,145
Year 4	\$2,628,579
Year 5	\$1,383,782
Year 6	\$1,834,074
Year 7	\$2,150,782
Year 8	\$1,488,782
Year 9	\$2,040,990
Year 10	\$1,969,743
Year 11	\$1,943,732
Year 12	\$1,480,203
Year 13	\$1,383,782
Year 14	\$2,926,929
Year 15	\$1,563,782
Year 16	\$1,417,922
Year 17	\$1,383,782
Year 18	\$1,723,075
Year 19	\$10,565,875
Year 20	\$2,515,982
Year 21	\$1,383,782
Year 22	\$1,909,986
Year 23	\$1,425,482
Year 24	\$8,265,981
Year 25	\$2,728,996
Year 26	\$1,783,782
Year 27	\$1,383,782
Year 28	\$1,832,045
Year 29	\$1,943,471
Year 30	\$3,418,919
Year 31	\$1,982,114
Year 32	\$2,413,953
Year 33	\$1,383,782
Year 34	\$4,663,335
Year 35	\$18,180,761
Year 36	\$2,688,782
<b>Total</b>	<b>\$107,708,498</b>

- a) The weighted average life of the agreed-upon assets is 36 years.
- b) The total cost of replacement and major maintenance for agreed-upon assets from Year 1 through Year 36 is \$107,708,498.
- c) The historic effective year funding for agreed-upon assets is:  $(\$107,708,498 / 36) = \$2,990,000$

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Schedule D

### Other Fisheries Related Funding

#### 1.0 Lisims Fisheries Conservation Trust

- 1.1 In accordance with paragraphs 77(j) and 106 of the Fisheries Chapter, the Joint Fisheries Management Committee ("JFMC") will make recommendations to the trustees of the Lisims Fisheries Conservation Trust (the "Trust") in respect of projects, programs and activities to be funded with expenditures from the Trust.
- 1.2 Table 1 sets out the annual activities and projects that Canada and the Nisga'a Nation have identified as their priorities for funding from the Trust. Table 1 also includes an estimate of the costs associated with undertaking the activities and projects.

**Table 1**

Activities and Projects	Estimated Funding
Determine sockeye conservation levels based on smolt production from Nass tributaries.	\$39,000
Undertake Sockeye stock assessment and catch monitoring including: escapement monitoring, tag recovery and stock discrimination, the fishwheel stock assessment program, Nass salmon catch monitoring, and DNA sampling to identify escapement levels for specific sockeye stocks.	\$533,000
Undertake chinook/coho/pink/chum stock assessment and catch monitoring including: escapement monitoring, the coded-wire tagging program and stock discrimination. Target upriver coho, chinook, pink, and chum stocks which are of significant conservation concern.	\$624,000
Monitor non-salmon harvest in the Nass Area.	\$32,500
Operate landing sites to monitor Nisga'a salmon catches.	\$71,500
<b>TOTAL</b>	<b>\$1,300,000</b>

- 1.3 Canada and the Nisga'a Nation estimate that activities and projects identified in Table 1 will require funding of approximately \$1,300,000 in year 2009 dollars per year.



<b>Schedule E</b>	
<b>Health Reporting</b>	<b>Health Report E.1</b>
<b>Programs and Services Report</b>	
Annual report on Immunizations provided under subparagraph 4(a)(ii).	

Health Reporting

Health Report E.2

Annual summary report on incidents of communicable diseases -- subparagraphs 4(a)(ii) and (b).

Communicable Disease Reports Month	Notifiable Communicable Disease	Community	Number of Persons with Disease



Health Reporting

Health Report E.3

Annual report on the delivery of health programs and services provided under subparagraph 5(b) and the use of those resources provided in the delivery of the programs and services, in accordance with the health priorities and objectives in the health plan under subparagraph 5(c).

Report to include the following elements:
Summary of programs and services delivered, including goals and objectives of each
Data on services, operations and results
Challenges and documented changes in health status encountered when delivering the health program
Updated health plan, if applicable

**Health Reporting**

**Health Report E.4**

5 year evaluation in respect of the health programs and services provided under subparagraph 5(c).

<b>Report to include the following elements:</b>
Summary of programs and services delivered, including goals and objectives of each
Data on services, operations and results
Challenges and documented changes in health status encountered when delivering the health program
Updated health plan

Notes:

**Every 5 years** prepare an evaluation report.

**Evaluation report** to be prepared in accordance with the evaluation plan, which is part of the health plan.

**Updated health plan** to be prepared following completion of the evaluation report.

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Health Reporting Requirements

## Health Report E.5

Reporting Requirement	Recipient	Frequency
<b>Physician Compensation</b>		
Annual Physician Compensation Reports	Billing Integrity and the BCMA benefits department	Within 90 days of the end of calendar year
Encounter Reporting	Ministry of Health Services	Within 90 days of the service provision
Full time equivalent ("FTE") service claims	Ministry of Health Services	Within 28 days of the end of each month after the service provision
Third party billings – annual summary	Ministry of Health Services	Within 60 days of the end of fiscal year
List of physicians working and residing in community	Ministry of Health Services	December 31 annually including updates of changes as they occur
Medical On-call Availability Program ("MOCAP") financial statement of expenditures today and forecasting for the remaining fiscal year	Ministry of Health Services	Within 45 days of quarterly fiscal period end
Annual financial summary of expenditures by physician who received MOCAP funding	Ministry of Health Services	Within 60 days of the end of fiscal year
<b>Acute Care (as applicable)</b>		
Emergency Visits to Diagnostic and Treatment ("D&T") Centres (Visits- Face to Face)	Ministry of Health Services	Quarterly
Specialist Services at D&T Centres (Visits- Face to Face)	Ministry of Health Services	Quarterly
Clinical Lab – Specimen Collection and/or Analysis	Ministry of Health Services	Quarterly
Radiography (Exams)	Ministry of Health Services	Quarterly
<b>Capital and Finance</b>		
Budget Working Papers	Ministry of Health Services	Within 90 days of the beginning of the fiscal year
Appendix C - Financial Report for Health Authorities and Hospital Societies	Ministry of Health Services	Quarterly including transactions up to the end of each fiscal quarter
<i>Financial Information Act</i> Reporting (if applicable)	Ministry of Health Services	Within six months of the end of fiscal year
Audited Financial Statements and Management Letter	Ministry of Health Services	Annually
Expenditure of non-Prepaid Capital Advance	Ministry of Health Services	Annually

**Social Services Reporting**

**Social Service Report E.6**

Annual report on children under care to whom delegated services are provided under subparagraphs 17(a) and (b), by category of assistance.

Social Services Reporting

Social Service Report E.7

Annual report on individuals to whom income assistance is provided under subparagraph 17(d), by category of assistance.

	Singles	Families	Couples	Total
Case Months *				
Case Load *				

\*All persons ordinarily resident on Nisga'a Lands.

Notes:

**Case Months** is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance Example: for families: April 3 cases; May - 5 cases; June - 4 cases; July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 4 + 4 + 4 + 4 = 52.

**Case Load** is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be 52/12 = 4.33.

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Social Services Reporting

## Social Service Report E.8

Annual report on individuals to whom income assistance is provided under subparagraph 17(d), by category of assistance.

	PPMB Singles	PPMB Families	PPMB Couples	Total
Case Months*				
Case Load*				

	PWD Singles	PWD Families	PWD Couples	Total
Case Months*				
Case Load*				

\*All persons ordinarily resident on Nisga'a Lands

### Notes:

**Persons with Persistent Multiple Barriers** - have a medical condition, other than an addiction, confirmed by a physician, which has continued for at least one year or has occurred frequently in the past year and is likely to continue for at least two more years, and in the opinion of the First Nation Social Development worker, the confirmed medical condition seriously restricts the client's ability to search for, accept or continue employment.

**Persons with Disabilities** - An individual who is 18 years of age or older and must have a severe mental or physical impairment that, in the opinion of a medical practitioner is likely to continue for at least 2 years, and in the opinion of a health professional, directly and significantly restricts the individual's ability to perform daily living activities either continually or periodically for extended periods, and as a result of those restrictions, the individual requires help to perform daily living activities.

**Case Months** is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance. Example: for families: April 3 cases; May - 5 cases; June - 4 cases; July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = 3 + 5 + 4 + 4 + 5 + 5 + 5 + 4 + 4 + 4 + 4 + 5 = 52

**Case Load** is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be 52/12 = 4.33.

**Social Services Reporting**

**Social Service Report E.9**

Annual report on enrolment and completion rates of individuals in training and employment programs provided under subparagraph 17(e).

Program/Measure	Enrolment	Completion Rate and Number

Notes:

The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

**Social Services Reporting**

**Social Service Report E.10**

Annual report on Investment of Savings from National Child Benefit Program under subparagraph 17(f).

Amount of reinvestment fund: \$ \_\_\_\_\_

Type of Project *	
Objectives	
Expected Results	
Accomplishments	

\* e.g. child care, child nutrition, support for parents, home work transition, cultural enrichment



NISGA'A NATION FISCAL FINANCING AGREEMENT

**Education Reporting**

**Education Report E.11**

Annual report on enrolment and completion rates and number of Eligible Students receiving Federally Supported Programs and Services under subparagraph 22(a)(iii), by gender of student and type of educational institution.

		Enrolment*						Completion Rate* and Number								
EDUCATIONAL INSTITUTION		Nisga'a Village Operated School		Independent School		Provincial School (SD __)		Total		Nisga'a Village Operated School		Independent School		Provincial School (SD __)		Total
		Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	
Kindergarten																
Elementary (Graded)										N/A	N/A	N/A	N/A	N/A	N/A	
Elementary (Ungraded)										N/A	N/A	N/A	N/A	N/A	N/A	
Secondary (Graded)										N/A	N/A	N/A	N/A	N/A	N/A	
Secondary (Ungraded)																
Dogwood Completion Certificate																
School Leaving Certificate																
TOTAL																

\*Eligible Students ordinarily resident on Nisga'a Lands.

**Note:** The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Education Reporting

## Education Report E.12

Annual report on enrolment and completion rates and number of individuals receiving Federally Supported Programs and Services under subparagraph 22(b), by gender of student and type of educational institution.

EDUCATIONAL INSTITUTION	Enrolment*		Completion Rate* and Number	
	Female	Male	Female	Male
University				
College (Public/Private)				
Open Learning Agency				
Institutes				
Private Post-Secondary Institutions				
TOTAL				

\* Nisga'a citizens and Nisga'a Indians wherever they reside in Canada.

Notes:

## NISGA 'A NATION FISCAL FINANCING AGREEMENT

---

**University** - offer a wide array of undergraduate degree programs as well as a comprehensive range of programs at the graduate level. Universities also offer diplomas and certificates in a variety of professional fields, as well as programs of continuing education. They are major centres of basic and applied research. (UBC, UVic, SFU, UNBC & RRU)

**College** - provide courses and programs leading to certificates, diplomas and associate degrees in vocational, career, technology, trades and academic studies. Colleges also provide adult basic education courses. When amendments to the *College and Institute Act* come into force later this year, colleges will be able to offer applied bachelors degrees. (11 Public Colleges)

**Open Learning Agency** - provides open learning education province-wide and internationally. The OLA is mandated by the Ministry to offer a range of college- and university-level programs leading to certificates, diplomas and degrees, and works in partnership with other post-secondary institutions to provide distance learning. (Note: OLA is going to be replaced with BC campus - it is expected that the open learning courses will still be offered, just by a different organization.)

**Institutes** - provide specialized programs in technologies and trades, art and design, law enforcement, and indigenous studies. They may offer credentials ranging from certificates to degrees. Aboriginal Institutes are public Aboriginal-controlled institutions that provide courses and programs leading to certificates, diplomas and associate degrees in program areas relevant to the needs of Aboriginal individuals and communities. (3 Provincial; 2 Aboriginal)

**Private Post-Secondary Institutions** - include private universities, colleges and institutes that offer a range of academic programs, career-related training (including adult basic education and all aspects of job training [e.g., job skill training, job entry, and life skills]), university transfer and vocational programs including apprenticeship training. These institutions are not publicly funded.

**Completion Rate** - calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

NISGA'A NATION FISCAL FINANCING AGREEMENT

---

**Education Reporting**

**Education Report E.13**

**Funding for Wilp Wilxo'oskwhl Nisga'a**

Provide BC with an annual report by December 31 of each year, reflecting activity for the recently completed academic year (September – August) that identifies:

- a) Student headcount enrolment and Full Time Equivalents, by program and total;
- b) Number of course hours per program; and
- c) Number of graduates.

**Schedule F**

**Non-delegated Services**

**1.0 Provision of Non-delegated Services**

- 1.1 The Nisga'a Nation will provide all necessary components relating to the provision of non-delegated services, including sufficient qualified program staff, administrative support, premises, materials and equipment.
- 1.2 The Nisga'a Nation acknowledges that British Columbia wishes to realize, and the Nisga'a Nation will use its best efforts to achieve, in addition to any other desired outcomes as agreed to in writing by the Parties, the desired outcomes for the non-delegated services as described in Parts A, B and C of this Schedule.

**2.0 Confidentiality of Information**

- 2.1 The Nisga'a Nation will collect, share and disclose information relating to the provision of non-delegated services in accordance with the *Child Family and Community Service Act*, R.S.B.C. 1996, c. 46.
- 2.2 The Nisga'a Nation must make reasonable security arrangements to protect client records under the custody and control of the Nisga'a Nation, and records provided by the Ministry from unauthorized access, use, disclosure or disposal. Records provided by the Ministry are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 and requests for access must be sent to Information Access Operations, Shared Services BC, Ministry of Citizen Services.
- 2.3 British Columbia and the Nisga'a Nation must each treat the other party's documents as confidential and not permit disclosure of the other party's documents without the prior written consent of the other party, except as permitted or required by applicable privacy law.
- 2.4 The Nisga'a Nation will provide and maintain adequate and reasonable information systems to enable the Nisga'a Nation to provide the non-delegated services.
- 2.5 The Nisga'a Nation will ensure that adequate and reasonable information systems security measures are taken, in particular, with respect to client information, preventing any unauthorized access to personal information.
- 2.6 British Columbia must make available to the Nisga'a Nation all information in the possession of British Columbia which British Columbia considers pertinent to the provision of the non-delegated services.

**3.0 Criminal Record Checks**

- 3.1 In accordance with the *Criminal Records Review Act, R.S.B.C 1996, c. 86*, the Nisga'a Nation must undertake a criminal record check of each staff member or other person who has, or potentially has, unsupervised access to children, or who has access to their records.
- 3.2 In addition to any criminal record checks required under the *Criminal Records Review Act, R.S.B.C 1996, c. 86*, the Nisga'a Nation must undertake a criminal record check on volunteers or other individuals who have, or potentially have, unsupervised access to children or their records.
- 3.3 Upon our written request, the Nisga'a Nation must provide to British Columbia written confirmation that:
- (a) criminal record checks have been initiated;
  - (b) the Nisga'a Nation have acted on instructions from the adjudicator or British Columbia; and
  - (c) all other related procedures have been followed.

**4.0 Entry and Inspection**

- 4.1 The Nisga'a Nation must permit an official designated by British Columbia, at all reasonable times and upon reasonable notice, to enter premises used by the Nisga'a Nation to provide the non-delegated services or to keep documents relating to the provision of non-delegated services, in order for British Columbia to inspect and copy documents, other than those documents belonging to the Nisga'a Nation.

**5.0 Resolution of Complaints**

- 5.1 The Nisga'a Nation will resolve client complaints on the provision of non-delegated services by:
- a) complying with British Columbia's established complaint review process; and
  - b) informing British Columbia when a client complainant requests a formal complaint review under British Columbia's established complaint review process. British Columbia's established complaint review process is available upon request.

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

- 5.2 The designated officials of the Parties for purposes of British Columbia's established complaint review process are:

	<b>British Columbia</b>	<b>Nisga'a Nation</b>
<b>Stage One</b>	Community Services Manager	<b>Program Director, Nisga'a Child and Family Services</b>
<b>Stage Two</b>	Regional Executive Director	<b>Director of Programs and Services</b>
<b>Stage Three</b>	Assistant Deputy Minister	<b>Chief Executive Officer</b>

### **6.0 Authorized Persons**

- 6.1 The Nisga'a Nation designates the following person to act on behalf of Nisga'a Nation for purposes of this Schedule:

**Program Director, Nisga'a Child and Family Services**

- 6.2 British Columbia designates the following person to act on behalf of British Columbia for purposes of this Schedule:

**Community Services Manager**

**PART A**  
**ABORIGINAL SUPPORTED CHILD DEVELOPMENT**

**PART 1 - SERVICES**

**Program Overview**

In collaboration with communities, families, and other service providers of Northern British Columbia, the services for Supported Child Development (SCD) will provide support for children with identifiable special needs the opportunity to participate in a positive inclusive program designed to optimize their unique developmental progress in an environment suited to their specific cultural, societal, and family values. The services provided will comply with the outcomes achieved and the policies set out in the Supported Child Development Program Policy and Procedures Manual. SCD assists children with special needs to access inclusive child care to stimulate children during their critical developmental years.

**Geographic Scope**

The Nisga'a Nation shall provide the services under this Part on Nisga'a Lands in the communities of Gingolx, New Aiyansh, Gitwinksihlkw and Laxgalts'ap.

**PART 2 – OUTCOMES**

1. Children with special needs are welcomed, supported, valued and included in the daily activities of child care settings of their family's choice.
2. Children will actively participate to their optimal level in the developmental program or child care setting.
3. Community program staff has and demonstrate the required skills and resources to accommodate children with disabilities.
4. Child care settings have an increased awareness of community services that support children with extra needs.
5. Aboriginal children and families have improved access to Supported Child Development.
6. Community capacity to assist with the support and management of children with disabilities is enhanced.
7. Children with disabilities are accepted and participate fully in the community.
8. Changes in interventions and methods are informed by evaluation procedures.



## **PART 3 - REPORTING**

### **Monthly Reporting**

The Ministry has an electronic template for the reporting of outputs. Nisga'a Nation will complete the reporting template and e-mail it monthly to MCF.EarlyServices.NorthRegion@gov.bc.ca within fifteen (15) business days of the end of each month commencing with a first report for the period April 1, 2010 to April 30, 2010.

### **Annual Report**

Nisga'a Nation will submit annually to the Province a quantitative and qualitative report that:

1. Describes and outlines the extent to which Supported Child Development outcomes are achieved. The report will include:
  - a. A description of the activities that have contributed to the outcomes; and
  - b. A description of individual and/or community behavioural/attitudinal changes or significant impacts on families and communities that have been observed as a result of this service.
  - c. A description of the individuals and populations served and service outputs.  
(should be included in all schedules)

The annual report will be submitted for the time periods April 1 to March 31 of any given year with a first report due within twenty (20) business days of March 31, 2011. Annual reports are to be submitted to the Community Services Manager at Suite 400 – 4545 Lazelle Avenue, Terrace, BC V8G 4E1.

**PART B**  
**ABORIGINAL INFANT DEVELOPMENT PROGRAM**

**PART 1 - SERVICES**

**Program Overview**

The Aboriginal Infant Development Program (AIDP) are family centered services that promote and encourage active family and community participation in specialized programs for infants and children who have a developmental delay or who are at risk of a developmental delay. The program(s) demonstrate ways in which traditional knowledge and culture can be combined with research findings to build children's resilience. AIDP staff support social learning from Elders and the children's family members and cooperates and collaborates with community members to achieve the common goal of promoting the well-being of children.

Services are for families parenting a child between the ages of birth and three (3) years, however, in some communities, where other services are unavailable, AIDP services will be provided for families of children up to six (6) years of age. The program offers goal-oriented support to families in their home or in the community. The service provides a range of social and educational information and resources. The program/services are designed to increase family capacity and enhance the development of their infant. AIDP provides early intervention services and support services that are responsive to the family's strengths, competencies and priorities. Services are individualized to meet the infant and family needs. The program develops the parent's understanding of factors that influence infant development and promotes skills that will enhance their infant's development. Participation is voluntary.

**Geographic Scope**

The Nisga'a Nation shall provide the services under this Part on Nisga'a Lands in the communities of Gingolx, New Aiyansh, Gitwinksihlkw and Laxgalts'ap.

**PART 2 - DESIRED OUTCOMES**

**Program Outcomes**

1. Aboriginal communities have dedicated supports and resources that build and enhance their capacity to effectively provide an Infant Development Program.
2. Aboriginal infants, families and caregivers have a comprehensive, family centered Infant Development Program that is based on the philosophy of local culture and tradition.
3. Aboriginal children are healthy and free from preventable disabilities or delays.
4. Aboriginal children are raised in healthy, supportive, caring communities that practice culturally meaningful values and beliefs.
5. Children and youth with special needs actively participate in their home and community.
6. Children and youth with special needs experience optimal growth and development.
7. Children have improved developmental outcomes. Their life options, learning and life opportunities are optimized.
8. Family participation and knowledge is increased with relevant community resources.

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

9. Parents and families of children and youth with special needs have the knowledge, skills and supports they need to advance their child or youth's growth, development and functioning.
10. Communities support the development and growth of children and youth with special needs.
11. The participation of Aboriginal individuals and groups is increased.
12. Changes in interventions and methods are informed by evaluation procedures.
13. Parents and service providers are prepared to optimize developmental opportunities for the child.
14. Parents have access to a full range of community supports.

### **PART 3 - REPORTING**

#### **Monthly Reporting**

The Ministry has an electronic template for the reporting of outputs. The Nisga'a Nation will complete the reporting template and e-mail it monthly to [MCF.EarlyServices.NorthRegion@gov.bc.ca](mailto:MCF.EarlyServices.NorthRegion@gov.bc.ca) within fifteen (15) business days of the end of each month commencing with a first report for the period April 1, 2010 to April 30, 2010.

#### **Annual Report**

The Nisga'a Nation will submit annually to the Province a quantitative and qualitative report that:

1. Describes and outlines the extent to which the outcomes listed in this Agreement are achieved. The report will include:
  - a. A description of the activities that have contributed to the outcomes and/or;
  - b. A description of individual and/or community behavioural/attitudinal changes or significant impacts on families and communities that have been observed as a result of this service.

The annual report will be submitted to time periods April 1 to March 31 of any given year with a first report due within twenty (20) business days of March 31, 2011. Annual reports are to be submitted to the Community Services Manager at Suite 400 – 4545 Lazelle Avenue, Terrace, BC V8G 4E1.

**PART C**  
**FAMILY GROUP CONFERENCING**

**PART 1 - SERVICES**

The Nisga'a Nation will hire and provide the Ministry of Children and Family Development (MCFD) with the name of the Family Group Conference Coordinator/Family Dispute Resolution Coordinator that:

1. Receives referrals from MCFD delegated social workers and team leaders.
2. Plans and develops a process to carry out family dispute resolution according to the procedures in the *Family Group Conference Reference Guide*.
3. Uses data entry tools to record and track family dispute resolution outcomes and provides regular progress reports to the Ministry on the usage and effectiveness of family dispute resolutions.
4. Develops and delivers training and educational materials that provide an orientation for staff regarding the family dispute resolution process.
5. Promotes awareness and encourages use of the family dispute resolution by communities/agencies serving families that have MCFD involvement.
6. Prepares for family dispute resolutions by assisting families to identify family members, extended family and other significant people who may participate in the conference, and by contacting the identified people to invite and prepare them for the conference
7. Carries out between twenty-four (24) and thirty (30) completed dispute resolutions within a catchment area defined by MCFD's District Office and Nisga'a Lands. There may be a requirement for providing services outside the Nisga'a geographic scope, but this would occur on a negotiated basis.
8. Works with families to identify the supports that they have and the supports that they will need to assist in family dispute resolution through the provision of language or cultural interpretation.
9. Ensures that the individuals selected are acceptable to the family.
10. Identifies other service providers in conjunction with both MCFD's workers and the family.
11. Arranges logistics for setting up family dispute resolutions including venue, transportation, refreshments, and child care, if necessary.
12. Facilitates family dispute resolutions where the family members meet the service providers involved with the case, including the child protection social worker, in a manner that is respectful of and empowering to families and allows them to fully participate in decision making.
13. Reconvenes the family dispute resolution when the family has a plan to be presented to the child protection social worker and supervisor for approval, including assisting the family regroup if the first plan is not acceptable, or if aspects of the plan need further discussion.
14. Arranges a further dispute resolution meeting if the planning initially is unsuccessful or if the family has requested a review or follow-up conference.
15. Distributes a copy of the agreed upon plan to all participants and writes up a report. This will be part of MCFD's formal record.

## NISGA'A NATION FISCAL FINANCING AGREEMENT

---

16. Plans, prepares for, and implements a review process with the agreement of the participants.
17. Prepares documents for presentation to court, as required.
18. Prepares budget and tracks costs related to the family dispute resolution initiative to ensure the most effective use of resources.
19. Liaises with other family dispute resolution facilitators and MCFD's Family Group Conference Program staff.

### **Geographic Scope**

The Nisga'a Nation shall provide the services under this Part on Nisga'a Lands in the communities of Gingolx, New Aiyansh, Gitwinksihlkw and Laxgalts'ap and also off Nisga'a Lands in the northwest corridor as depicted in Schedule G.

## **PART 2 – DESIRED OUTCOMES**

The nature of the Family Group Conference is based on the *Child, Family and Community Service Act*, which contains a collaborative planning and decision making model called the "Family Group Conference". The Family Group Conference (FGC) is a process of collaborative planning in situations where decisions need to be made with respect to children and youth. It is a formal meeting where members of a child or youth's immediate family come together with extended kin and members of the child's community who are, or might be, involved to develop a plan for the child. It is a process designed to promote cooperative planning and decision making and to build on or strengthen a family's support network.

A FGC may also be referred to as a Family Conference or as Nisga'a Family Dispute Resolution.

### **Program Outcomes:**

1. Children are kept safe.
2. Occurrences and reoccurrences of child abuse and neglect are prevented.
3. Family members create their own plan.
4. Family members experience increased motivation and facilitate implementation of actual services provided for children and their families.
5. Support networks within and around the family are identified, strengthened and extended.
6. The number of children and youth living safely with or connected to immediate and extended family or friends is increased.
7. Plans for children in care are developed and supported by immediate and extended family and significant people in the child or youth's life.
8. Cases are diverted from court and delays in decision making and planning are reduced.

### **PART 3 - REPORTING**

#### **Monthly Reporting**

Nisga'a Nation will submit monthly reports using the Vanguard Computer System format for the preceding period specified.

#### **Annual Report**

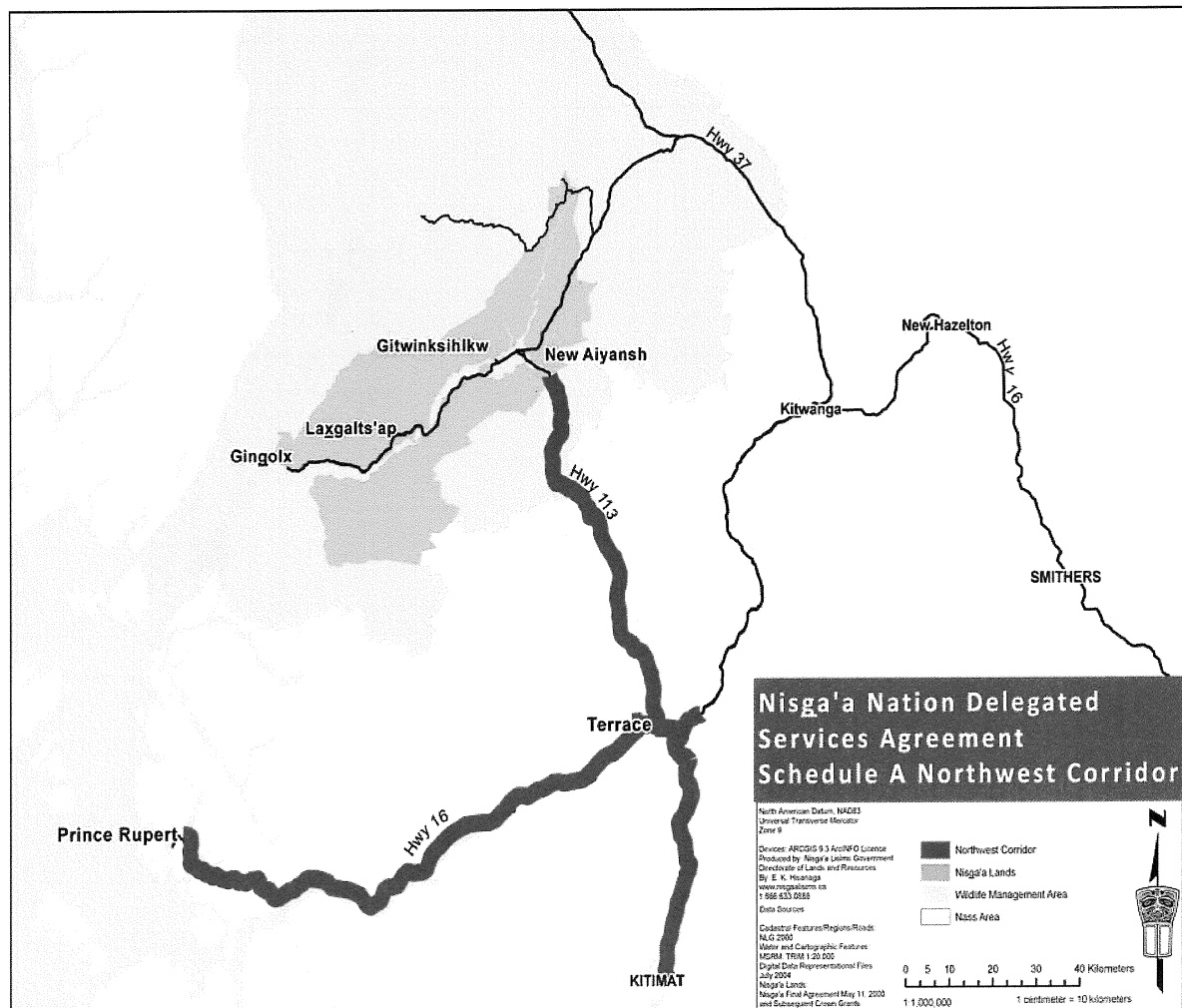
Nisga'a Nation will submit annually to the Province a quantitative and qualitative report that:

1. Describes and outlines the extent to which the outcomes listed in this Agreement are achieved. The report will include:
  - a. A description of the activities that have contributed to the outcomes and/or;
  - b. A description of individual and/or community behavioural/attitudinal changes or significant impacts on families and communities that have been observed as a result of this service.

# NISGA'A NATION FISCAL FINANCING AGREEMENT

## Schedule G

### Map of Northwest Corridor









Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

www.inac.gc.ca

www.ainc.gc.ca

*Your file - Votre référence*

March 9, 2010

*Our file - Notre référence*

VAN-E7596-9637-7

Mr. Michael Matsubuchi  
A/Director, Fiscal Arrangements  
Ministry of Aboriginal Relations and Reconciliation  
Box 9100 Stn Prov Gov't  
VICTORIA BC V8W 0B1

Dear Mr. Matsubuchi:

**Re: Nisga'a Nation Fiscal Financing Agreement**

I have enclosed one signed original copy of the Nisga'a Nation Fiscal Financing Agreement between Canada, British Columbia and Nisga'a Nation for your safekeeping.

I confirm that the original was executed by me on March 9, 2010.

Yours truly,

Jeff S. Loucks  
Regional Director General  
British Columbia Region  
600 - 1138 Melville Street  
VANCOUVER BC V6E 4S3

Encl.

c.c.: Margaret Rosling, Rosenbloom Aldridge  
Carol Thomas, Department of Justice  
Sarah Macdonald, Ministry of Attorney General

#1533440

