

**Tsay Keh Dene Band
Interim Agreement on Forest & Range Opportunities
(the "Agreement")**

**Between:
The Tsay Keh Dene Band**

As Represented by
Chief and Council
(the "Tsay Keh Dene Band")

And

Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests and Range
(British Columbia)

(Collectively the "Parties")

WHEREAS:

- A. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.
- B. This Agreement is in the spirit and vision of the "New Relationship".
- C. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.
- D. The Tsay Keh Dene Band has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.
- E. The Tsay Keh Dene Band has Aboriginal Interests within its Traditional Territory.
- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory.

- G. References in this Agreement to Crown Lands are without prejudice to the Tsay Keh Dene Band's Aboriginal title and/or rights claims over those lands.
- H. British Columbia intends to consult and to seek an Interim Accommodation with the Tsay Keh Dene Band on forest and/or range resource development activities proposed within the Tsay Keh Dene Band Traditional Territory that may lead to an infringement of the Tsay Keh Dene Band's Aboriginal Interests.
- I. The Tsay Keh Dene Band intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Tsay Keh Dene Band's Traditional Territory that may lead to an infringement of the Tsay Keh Dene Band's Aboriginal Interests.
- J. British Columbia and the Tsay Keh Dene Band wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1. "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the Tsay Keh Dene Band's Traditional Territory.
- 1.2. "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in the Tsay Keh Dene Band's Traditional Territory.
- 1.3. "Aboriginal Interests" means aboriginal rights and/or aboriginal title.
- 1.4. "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation.
 - The making, varying, or postponing of Allowable Annual Cut determinations (AAC) for a Timber Supply Area or a Forest Tenure;

- The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
- The adjustment of Animal Unit Months in a Range Tenure;
- The extension of the term of, or replacement of a Forest and/or Range Tenure;
- The disposition of volumes of timber arising from undercut decisions on Forest Tenure;
- The conversion of a Forest Tenure to a different form of Forest Tenure;
- The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;
- The issuance of a Special Use Permit;
- The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
- The deletion or addition of provincial forest;
- The transfer of AAC between Timber Supply Areas;
- The removal of private land from a Woodlot Licence or a Tree Farm Licence; and
- The establishment of an interpretive forest site, recreation site, and recreation trail.

- 1.5. "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6. "Range Tenure" means an agreement granting rights over Crown range as described in provincial legislation.
- 1.7. "Traditional Territory" means the Tsay Keh Dene Band's Traditional Territory as shown on bold black on the map attached in Appendix A.
- 1.8. "Licensee" means a holder of a Forest Tenure or a Range Tenure.
- 1.9. "Interim Accommodation" means an accommodation provided in this Agreement, of the potential infringements of the economic component of the Tsay Keh Dene Band's Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1. Create viable economic opportunities and to assist in the improvement of social conditions of the Tsay Keh Dene Band through economic diversification.
- 2.2. Provide interim payment and other economic benefits to the Tsay Keh Dene Band through a forest tenure opportunity and/ or economic benefits related to forestry received by British Columbia from forest resource development.
- 2.3. Address consultation and provide Interim Accommodation, as set out in this Agreement.
- 2.4. Provide a period of stability to forest and/ or range resource development on Crown lands within the Traditional Territory of the Tsay Keh Dene Band during the term of this Agreement, while longer term interests are addressed through other agreements or processes.

3. Economic Benefits to the Tsay Keh Dene Band

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to the Tsay Keh Dene Band:

3.1. Forest Tenure

- 3.1.1. For the purposes of the provisions of section 3.1, Licence includes a non replaceable Forest Licence, a Forestry Licence to Cut, a Woodlot Licence or other forms of agreement as agreed to by the Parties.
- 3.1.2. After the execution of this Agreement a 5 year non-replaceable forest license (the License) in the Mackenzie Timber Supply area will be made available at a volume to be negotiated.
- 3.1.3. For greater certainty, the minimum volume that may be available under the Licence referred to in Section 3.1.2 will be 9924_cubic meters a year over 5 years.
- 3.1.4. The Parties will strive to ensure that the assigned operating area for the Licence in the Mackenzie Timber Supply Area has a representative timber profile and logging chance

relative to other licensees and BC Timber Sales, taking into account the quality of timber, access and commercial viability. Prior to the Tsay Keh Dene Band making an application for the Licence, the Parties will work together to identify the location of an operating area for the Licence, which to the extent that it is operationally feasible will be within the Traditional Territory.

3.1.5. Licence entered into as a result of an invitation under section 3.1 will be for a term of 5 years.

3.1.6. The Minister may invite the Tsay Keh Dene Band to apply for a subsequent Licence under the Forest Act for a term that would commence after the expiry of this Agreement.

3.1.7. British Columbia will continue to work with Tsay Keh Dene to explore options for additional forest tenure opportunities as they become available

3.2. Range Tenure

Following a range assessment and feasibility study done in cooperation with Tsay Keh Dene and Mackenzie Forest District range staff to clarify the available animal unit months within the Tsay Keh Dene Traditional Territory and where Crown range vacancy is available for disposition within the Tsay Keh Dene Traditional Territory, then subject to the Range Act the Mackenzie District Manager may enter into a Range Tenure with the Tsay Keh Dene

3.3. Interim Payment

3.3.1. During the term of this Agreement, British Columbia will make an interim payment to the Tsay Keh Dene Band of approximately \$165,407.00 annually.

3.3.2. ~~The funding commitment set out in section 3.3.1 is subject to the availability of annual appropriations for that purpose by British Columbia.~~ *EP* The funding commitment in section 3.3.1 is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

3.3.3. Pursuant to section 3.3.1 and upon signing this Agreement, the Tsay Keh Dene First Nation will be paid the full revenues for the first year (\$165,407.00). Subsequent payments will be made at the end of each quarter, for the term of the agreement, starting with the fiscal quarter ending on March 31, 2010.

3.3.4. For the purposes of determining amounts for partial years, one-fourth (i.e. $\frac{1}{4}$) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.

3.3.5. In the circumstances that the Tsay Keh Dene First Nation provides notice under section 6.3 to terminate the agreement, and the termination date is after April 1, 2009 but prior to March 31, 2010, the Tsay Keh Dene First Nation agrees to reimburse the Government of British Columbia an amount equivalent to the total of the payment they have received under section 3.3.3 minus the amount calculated under section 3.3.6 for the period of time between April 1, 2009 and the date that the agreement is terminated.

3.3.6. For the purpose of determining the amount that the Tsay Keh Dene First Nation will reimburse to the Government of British Columbia under section 3.3.5, the amount will be determined by calculating the number of days between April 1, 2009 and March 31, 2010, determining the percentage of the fiscal year that those days represent, converting that percentage into a dollar amount and deducting that dollar amount from the payment received by the Tsay Keh Dene First Nation under section 3.3.3.

3.3.7. British Columbia will not seek to direct or influence the expenditure of the funds provided to the First Nation.

3.4. British Columbia will continue to support and pursue partnerships with Tsay Keh Dene and the Mackenzie Forest District on work experience and training as opportunities arise and funding becomes available

3.5. British Columbia and Tsay Keh Dene will work together develop a business plan for a Ministry of Forest and Range field office in the Tsay Keh community.

4. Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

4.1. The Tsay Keh Dene Band is entitled to full consultation with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting the Tsay Keh Dene Band's Aboriginal Interests, regardless of benefits provided under this Agreement.

4.2. During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by British

Columbia, the Tsay Keh Dene Band agrees that British Columbia will have provided an Interim Accommodation with respect to the economic component of potential infringements of the Tsay Keh Dene Band's Aboriginal Interests as an interim measure as a result of forest and range activities occurring within their Traditional Territory.

- 4.3. The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range, is able to pay as an interim measure, which the Tsay Keh Dene Band has agreed to accept.
- 4.4. The Province acknowledges that the timber opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes are underway that will assist in determining the appropriate accommodation in respect of impacts on the Tsay Keh Dene Band's Aboriginal Interests as a result of forest and range activities occurring within their Traditional Territory.
- 4.5. Nothing in this Agreement restricts the ability of Tsay Keh Dene Band to seek additional accommodation for impacts on its Aboriginal Interests from forest resources development within its Traditional Territory.
- 4.6. British Columbia will commit to joint field inspections with the Tsay Key Dene members as required in order to address matters of consultation where appropriate and agreed between the parties.
- 4.7. The Parties agree to develop consultation processes to address both Operational and Administrative Decisions and Operational Plans, which may affect the Tsay Keh Dene Band's Aboriginal Interests within their Traditional Territory.
- 4.8. In developing such consultation processes, the Parties further agree to address consultation on Administration Decisions, Operational Decisions and Operational Plans through participation of the Tsay Keh Dene Band in strategic level planning and policy development processes.
- 4.9. Unless agreed to otherwise, the Parties will use every reasonable effort to agree upon a consultation process within 3 months of signing this Agreement and, in helping to achieve this, will endeavour to develop draft processes to govern consultation under this Agreement within 45 days after signing this Agreement.

- 4.10. British Columbia (through the Mackenzie Forest District) shall work with Tsay Keh Dene to establish a budget in relation to projected cost of implementation of the consultation efforts referred to in Section 4 for each year of this Agreement for the purposes of assisting the Tsay Keh Dene in making an application to the New Relationship Trust Fund, and other funding sources as they come available, to assist with such costs.

5. Dispute Resolution

- 5.1. If a dispute arises between British Columbia and the Tsay Keh Dene Band regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 5.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Tsay Keh Dene Band.
- 5.3. If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

6. Term and Termination

- 6.1. The term of this Agreement is two years.
- 6.2. This Agreement will take effect on the date on which the last Party has executed it.
- 6.3. This Agreement will terminate on the occurrence of the earliest of any of the following events: expiry of its term; 90 days notice; or mutual agreement of the parties.
- 6.4. Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.
- 6.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 6.3, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

7. Renewal of the Agreement

- 7.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met, British Columbia and the Tsay Keh Dene Band will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.
- 7.2. Any subsequent forestry agreement between British Columbia and the Tsay Keh Dene Band may provide for opportunities to acquire a licence, other forest tenures, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

8. Amendment of Agreement

- 8.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.
- 8.3. The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. The Tsay Keh Dene Band may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.

9. Entire Agreement

- 9.1. This Agreement and any amendment to it constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

10. Notice

- 10.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.

- 10.2. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 10.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Forests and Range
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone: (250) 356-5012
Facsimile: (250) 953-3687

Tsay Keh Dene Band

Chief Ella Pierre
Tsay Keh Dene Band Office
#11 - 1839 1st Ave
Prince George BC V2L 2Y8
Telephone: (250) 562-8882
Facsimile: (250) 562-8899

11. Miscellaneous

- 11.1. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 11.2. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 11.3. This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 11.4. This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 11.5. The Province acknowledges and enters into this Agreement on the basis that the Tsay Keh Dene Band has Aboriginal Interests within

their Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of the Tsay Keh Dene Band have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Tsay Keh Dene Band.

- 11.6. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
- 11.7. This Agreement does not address or affect any claims by the Tsay Keh Dene Band regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement.
- 11.8. This Agreement and any decisions and or Licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 11.9. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 11.10. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 11.11. The applicable laws of British Columbia and Canada shall govern this Agreement.
- 11.12. British Columbia encourages Licensees to enter into mutually-beneficial arrangements with the Tsay Keh Dene Band.
- 11.13. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Tsay Keh Dene Band.
- 11.14. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
- 11.15. This Agreement does not exclude the Tsay Keh Dene Band from accessing forestry economic opportunities and benefits, which may be available, other than those expressly, set out in this Agreement.

11.16. The Ministry of Forests and Range will make the appropriate government agencies aware of this Agreement as well as Tsay Keh Dene Band interests put forward in Appendix B that apply to their ministry.

11.17. Tsay Keh Dene Band will further discuss the interests raised in Appendix B with the appropriate government agency.

12. Giving Effect to the New Relationship

12.1. Notwithstanding this agreement, the Parties will continue discussions and where a specific mandate is provided to the MOFR, will negotiate regarding Tsay Keh Dene Band interests in Appendix B (as submitted September 2006 and attached to this agreement).

12.2. The Parties acknowledge that there are broader processes underway with respect to the New Relationship which will benefit and, at times assist, the Parties in negotiating with respect to the issues set out in section 12.1.

Signed on behalf of:

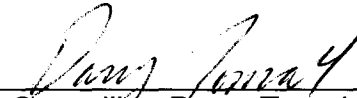
Tsay Keh Dene Band

Date: March 24, 2009.



Chief: Ella Pierre



Councillor: Jean Isaac



Councillor: Darcy Tomah


Councillor: Daniel Pierre


Councillor: Helen Poole


Councillor: Theresa Poole


Councillor: Jean Chalifeux

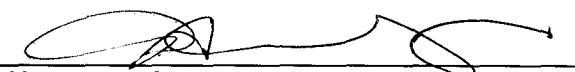

Witness of Tsay Keh Dene First Nation
signatures

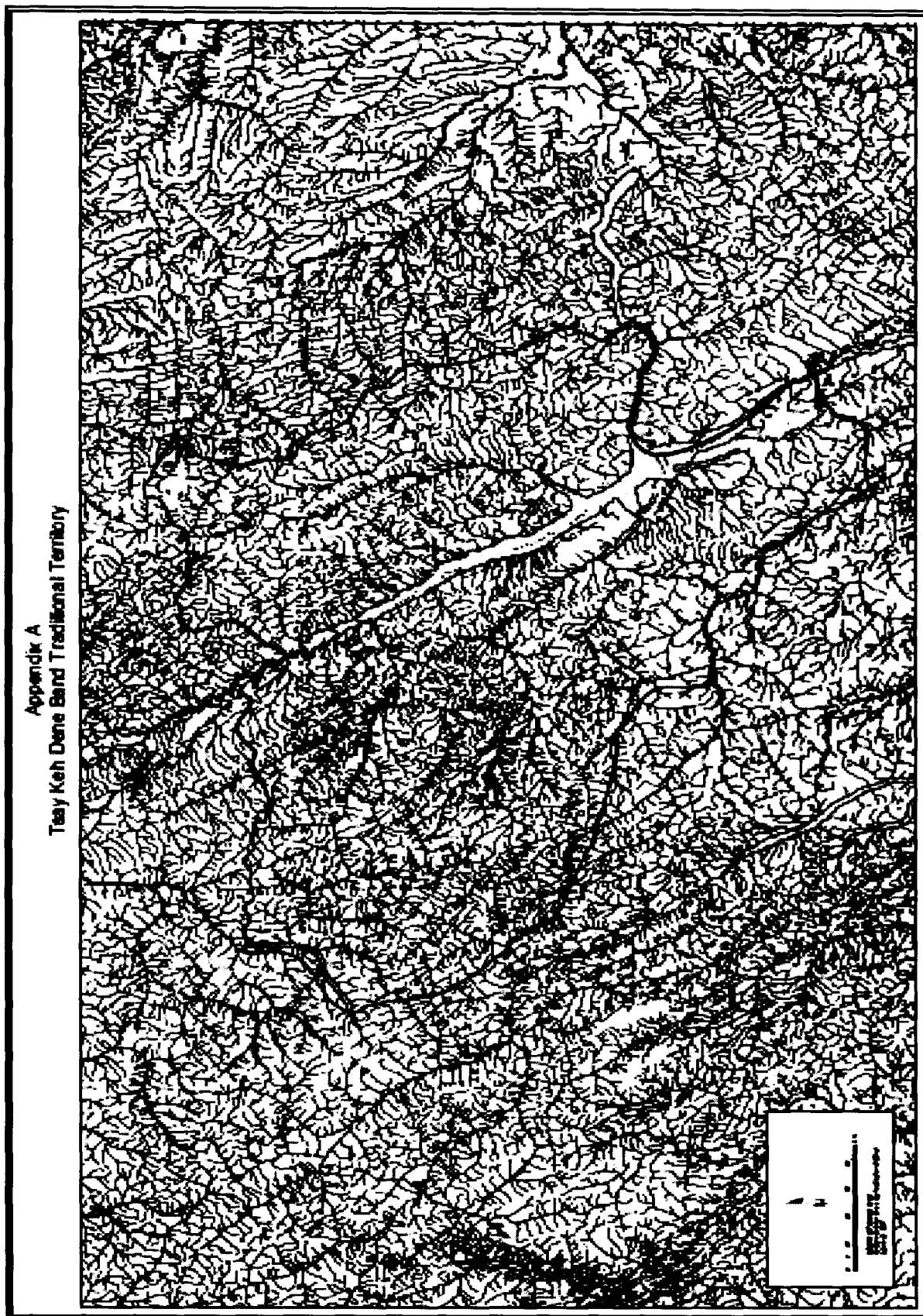
Signed on behalf of:

Government of British Columbia

Date: Apr 9/09


ON BEHALF OF
The Honourable Pat Bell
Minister of Forests and Range


Witness of Minister signature



Appendix A
Tsay Keh Dene Band Traditional Territory

APPENDIX A
Map of Tsay Keh Dene Band Traditional Territory

APPENDIX B

Tsay Keh Dene's initial FRO interests:

TKD FRO

The principles under which Tsay Keh Dene (TKD) enters negotiations for the *Interim Agreement on Forest & Range Opportunities* (IAFRO) are as follows:

1. The Government of British Columbia intends to consult and seek an Interim Accommodation on forest and /or range resource development activities proposed within the Tsay Keh Dene Traditional Territory that may lead to an infringement of the Tsay Keh Dene's Aboriginal Interests.
2. Tsay Keh Dene intends to participate in any consultation with the Government of British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Tsay Keh Dene Traditional Territory that may lead to an infringement of the Tsay Keh Dene's Aboriginal Interests.
3. Consultation between parties must be meaningful and on going.
4. The IAFRO will create viable economic opportunities and assist in the improvement of social conditions of the Tsay Keh Dene people through economic diversification.
5. The IAFRO will provide interim payment and other economic benefits to Tsay Keh Dene through a forest tenure opportunity and/or economic benefits related to forestry received by the Government of British Columbia from forest resource development.
6. The IAFRO will provide a period of stability to forest and/or range resource development on Crown lands within the Traditional Territory of Tsay Keh Dene during the term of this IAFRO, while longer term interests are addressed through other agreements or processes.

Tsay Keh Dene views this *Interim Agreement on Forest & Range Opportunities* as in the spirit and vision of the "New Relationship" and is willing to participate within its framework to work toward a full implementation of the "New Relationship".

In keeping with the principles stated above, Tsay Keh Dene requests the following from the government of British Columbia as a part of this interim agreement:

Timber:

1. Convert the existing Forest Licence FL A62375 to a Community Forest Agreement.
2. Direct award of a forest tenure with an AAC of 329,000 m³/year for 5 years. Timber from this tenure to be exempt from raw log export restrictions.
3. Direct award two (2) woodlot licences within the Tsay Keh Dene Traditional Territory.

Monetary:

Monetary contributions from the government of British Columbia are requested to fulfill two of the stated principles. These are to participate in meaningful consultation and to create viable economic opportunities and assist in the improvement of social conditions of the Tsay Keh Dene people through economic diversification.

In order to take part in a **meaningful** and on going consultation process with British Columbia or a Licencee on forest and/or range development activities proposed within Traditional Territory, Tsay Keh Dene must complete its own Land Use Plan. Furthermore, the Land Use Plan must be integrated with existing LRMP and FSPs that cover the same area. The following is an expected annual budget to complete the Land Use Plan and its integration with LRMP and FSPs.

Tsay Keh Dene Land Use Plan	
Services to provide traditional knowledge – Seven (7) Elders @ \$700/day x 63 days (3 months).	\$308,700
Services to provide western science knowledge - \$700/day x 63 days (3 months) of professional/scientific consultant.	\$308,700
Total annual budget for Tsay Keh Dene Land Use Plan	\$617,400
Integration of Tsay Keh Dene Land Use Plan with LRMP and FSPs - annually.	
Staff to deliver consultation and referrals – annually	
1 professional	\$100,000
2 technicians @ \$70,000/technician	\$140,000
Total to deliver consultation and referrals - annually	\$240,000
Total Annual Budget required for Tsay Keh Dene to participate in meaningful consultation on forest and/or range development activities proposed within Traditional Territory.	\$1,057,400

One of the objectives of the IAFRO is to create viable economic opportunities and assist in the improvement of social conditions of the Tsay Keh Dene people through economic diversification. Two key factors to overcome in achieving this objective are to improve education levels and provide relevant work experience for the band members. The following is an expected annual budget required to increase education levels and provide relevant work experience.

Increase education levels	
Currently there are seven (7) students completing high school in Prince George and are keenly interested in continuing their education at post secondary levels in 2007. The cost of supporting each student at a post secondary level is estimated to be \$35,000/student/year.	\$245,000/year
Provide relevant work experience	
In the past, job shadowing has been used as an effective tool for providing work experience. Tsay Keh Dene proposes to start this program with six (6) participants with an annual salary of \$31,000/year (roughly \$15/hour).	\$186,000
Total Annual Budget required in meeting the objective to create viable economic opportunities and assist in the improvement of social conditions of the Tsay Keh Dene people through economic diversification.	\$431,000
Total annual contribution requested from the Government of British Columbia for this IAFRO	\$1,488,400/year

Specific Items

As a part of the ***Interim Agreement on Forest & Range Opportunities***, Tsay Keh Dene is also requesting the following non-timber, non-monetary items as interim measures.

1. Government of British Columbia to provide 2 pickup trucks to be stationed in the village of TKD for use by authorized members to allow for field visits during the consultation process. Costs and responsibility for maintenance and repairs to be the responsibility of the Government.
2. Government of British Columbia to provide 50 hours of helicopter time per year to allow for field visits and overview analysis during the consultation process.
3. Government to provide training for the following courses on a yearly basis to assist in improving TKD's social and economic conditions:
 - a. Scaling – Full course to allow for certification of a scaler.
 - b. Silviculture surveys – Full course to allow for accredited surveyor.
 - c. S100 - Full course to allow for S100 certification.
 - d. Spruce beetle and Mountain pine beetle probing - Full course to allow for accredited surveyor.
4. Government of British Columbia to maintain a MoFR field office in the village of TKD during the term of the FRO.
5. Government of British Columbia to provide range tenure within the TKD traditional territory.
6. Government of British Columbia to provide a water licence within the TKD traditional territory and assist in the negotiation for an establishment of a community watershed.
7. Government of British Columbia to provide alpine ski tenure within the TKD traditional territory.
8. Government of British Columbia to provide Adventure tourism/commercial recreation tenure within the TKD traditional territory.
9. Government of British Columbia to provide a guiding licence within the TKD traditional territory.
10. Government of British Columbia to take on the responsibility for the maintenance of access road to the village of TKD from the Mesilinka log dump to the village of TKD.
11. Government of British Columbia to direct award to TKD. 15% of all work conducted by BCTS within the traditional territory to TKD. *Field tech work*
12. Government of British Columbia to build and maintain a Tomias – Corrina connector road.
13. Government of British Columbia to establish and maintain two (2) recreation site at a location to be determined later.

14. TKD to be direct awarded at least 50% of all fall & burn work that is funded by FIA, FFT or any other government agency, conducted within the traditional territory.
15. Government of British Columbia to conduct a watershed assessment within TKD territory to assess the thermal effects of timber removal, water quality and fisheries.
16. Government of British Columbia to up-grade the existing air strip to facilitate use during all seasons.