

Gitxsan Short-Term Forestry Agreement

(the "Agreement")

Between:

Gitxsan Hereditary Chiefs

And the Gitxsan Treaty Society on behalf of the Gitxsan Hereditary Chiefs
(the "Gitxsan")

And

Her Majesty the Queen in Right of the Province of British Columbia

As represented by the Minister of Forests and Range
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- The Government of British Columbia and the Gitxsan have interests in relation to natural resource development and economic development within the Traditional Territory.
- The Gitxsan and the Government of British Columbia share an interest in developing approaches to sustainable resource planning that can provide direction to forestry operations.
- The Gitxsan Treaty Society is the legal entity that the Gitxsan Hereditary Chiefs have authorized to receive and administer on their behalf the benefits payable pursuant to this Agreement.
- The Gitxsan and the Government of British Columbia have an interest in seeking workable interim accommodation of Gitxsan Aboriginal Interests where forest development activities proposed within the Gitxsan Traditional Territory, as shown in black bold in the map in Appendix A, may lead to the potential infringement of Gitxsan Aboriginal Interests.

- The Simgiigyet and the Government of British Columbia signed a Reconciliation Agreement on September 15, 1998, and the Interim Agreement Regarding Forestry Development on June 1, 2003.
- The Gitxsan and the Government of British Columbia agree that an incremental approach commencing with the Interim Agreement dated June 1, 2003, followed by this Short Term Forestry Agreement and a subsequent Long Term Agreement, is required to assist in revitalizing the forest economy in northwest British Columbia, and addressing Gitxsan Aboriginal Interests with respect to forestry development within the Traditional Territory.
- The Gitxsan and the Government of British Columbia wish to work in the spirit of cooperation and wish to resolve issues related to forest resource development where possible through negotiation.
- This Agreement is not intended to change or affect the positions either Party has, or may have, regarding ownership of resources, jurisdiction and authorities.
- This Agreement is intended to establish a framework for consultation and interim accommodation of Gitxsan Aboriginal interests in relation to provincial forestry decisions within the Traditional Territory pending final resolution of the Gitxsan's claim of aboriginal title and aboriginal rights to the Traditional Territory.
- This Agreement does not exclude the Gitxsan from accessing other forestry economic opportunities or benefits, which may be available from time to time.

Therefore the Parties agree as follows:

1.0 Recognition

- 1.1. The Government of British Columbia acknowledges that Justice Tysoe of the British Columbia Supreme Court has found that the Gitxsan have a good *prima facie* claim of aboriginal title and a strong *prima facie* claim of aboriginal rights to at least part of the areas of the Traditional Territory.
- 1.2. The Government of British Columbia recognizes that the Gitxsan Aboriginal Interests are linked to the Gitxsan good *prima facie* claim of aboriginal title and the strong *prima facie* claim of aboriginal rights.
- 1.3. The Government of British Columbia recognizes that the historic and contemporary use and stewardship of land and resources by the

Gitxsan Wilp are integral to the maintenance of Gitxsan society, governance and economy within the Traditional Territory.

- 1.4. The Government of British Columbia recognizes that in the absence of a treaty that defines the responsibilities and rights of the Parties, that its duty to consult and to seek workable accommodations of Gitxsan Aboriginal Interests within the Traditional Territory as shown in Appendix 'A' is an ongoing duty.
- 1.5. The Government of British Columbia acknowledges that the Gitxsan Simigiigyet represent the Huwilp.
- 1.6. The Government of British Columbia recognizes that the duty to seek workable accommodation of Gitxsan Aboriginal Interests occurs at both the Administrative Decision level, and the Operational Plan level.

2.0 Definitions:

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

- 2.1. "Aboriginal Interests" means aboriginal rights, including aboriginal title.
- 2.2. "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation.
 - 2.2.1. the making, varying or postponing of Allowable Annual Cut (AAC) determinations for a Timber Supply Area or a Forest Tenure;
 - 2.2.2. the extension of the term of, or replacement of a Forest Tenure and/or a Range Tenure;
 - 2.2.3. the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - 2.2.4. the issuance, consolidation, subdivision, amendment, or boundary adjustment of a Forest Tenure or Range Tenure;
 - 2.2.5. the conversion of a Forest Tenure to a different form of Forest Tenure;
 - 2.2.6. the adjustment of Animal Unit Months in a Range Tenure;
 - 2.2.7. the issuance of a special use permit;
 - 2.2.8. the decision regarding approval or extension of a tree farm licence management plan, community forest management plan and/or woodlot licence management plan;
 - 2.2.9. the deletion or addition of land from provincial forest;

- 2.2.10. the removal of private land from a Woodlot Licence or a Tree Farm Licence;
 - 2.2.11. the establishment of an interpretive forest site, recreation site, and recreation trail;
 - 2.2.12. the transfer of AAC between TSAs; and,
 - 2.2.13. the reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*.
- 2.3. “BCTS” means British Columbia Timber Sales
 - 2.4. “Cultural Component of Aboriginal Interests” means the cultural values and traditional practices of the Gitxsan.
 - 2.5. “Economic Component of Aboriginal Interests” means the financial or commercial aspects of Gitxsan Aboriginal Interests.
 - 2.6. “Forest Licence” means a volume-based licence as described in Division 2 of the *Forest Act*.
 - 2.7. “Forest Tenure” means an agreement issued under the *Forest Act*.
 - 2.8. “GCO” means Gitxsan Chiefs’ Office.
 - 2.9. “Huwilp” means more than one Wilp or Gitxsan House.
 - 2.10. “Interim Accommodation” means the accommodation provided in this Agreement of the potential infringements of the economic component of the Gitxsan’s Aboriginal Interests related to Operational and/or Administrative Decisions that are made during the term of this Agreement within the Traditional Territory.
 - 2.11. “Lax yip” means territory claimed by a Wilp.
 - 2.12. “Licensee” means a holder of a Forest Tenure under the *Forest Act*.
 - 2.13. “Operational Decision” means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Woodlot Licence Plan, a Forest Stewardship Plan, or a Range Use Plan that has an effect in the Traditional Territory.
 - 2.14. “Operational Plan” means a Forest Development Plan, Woodlot Licence Plan, Forest Stewardship Plan, or a Range Use Plan (including amendments thereto) prepared by Licensees or BCTS, as defined in provincial legislation respecting forest practices and forest development activities that are carried out pursuant to those plans.

- 2.15. "Range Tenure" means an agreement granting rights over Crown range as defined in the Range Act.
- 2.16. "Timely Manner" is defined as 60 days.
- 2.17. "Tree Farm Licence" means an area-based licence as described in Division 6 of the *Forest Act*.
- 2.18. "Simgiigyet" means more than one Gitxsan Hereditary Chief. In these procedures, a reference to Sim'oogyet or Simgiigyet includes a reference to an identified Wilp representative.
- 2.19. "Sim'oogyet" means one Gitxsan Hereditary Chief.
- 2.20. "Traditional Territory" means the Gitxsan asserted traditional territory as shown on bold black on the map attached in Appendix A.
- 2.21. "Wilp" means one Gitxsan House, and for the purposes of this Agreement includes the Lax Yip.

3.0 Purpose:

The purposes of this Agreement are to:

- 3.1. implement the order of the British Columbia Supreme Court, as set out in the judgment of Tysoe, J. in *Yal et al v. Minister of Forests, Skeena Cellulose Inc. and NWBC Timber and Pulp Ltd.* 2002 BCSC 1701;
- 3.2. address consultation and provide Interim Accommodation, as set out in this Agreement, pending final resolution of the Gitxsan's claim of aboriginal title and aboriginal rights to the Traditional Territory.
- 3.3. further the Gitxsan *Interim Agreement Regarding Forest Development*, signed by the Parties on June 1, 2003;
- 3.4. assist the Parties toward their shared goals of economic opportunities for the Gitxsan, and the creation, over the long term, of a sustainable forest economy in northwest British Columbia;
- 3.5. create viable economic opportunities and to assist in the improvement of social conditions of the Gitxsan through economic diversification; and

- 3.6. assist in the revitalization of the forest economy in northwest British Columbia by providing opportunities for increased participation in the forest economy and a period of stability to forest and range resource development and operations within the Traditional Territory over the term of this Agreement, while longer term interests are addressed through other agreements or processes.

4.0 Forest Stewardship and Planning

- 4.1. The Parties will initiate the pilot planning process, in cooperation with Licensees and BCTS, as outlined in the Terms of Reference in Appendix 'B' for the Gitsegukla watershed. The pilot will be designed to co-ordinate the planning efforts of the Gitxsan and the Government of British Columbia in the Gitsegukla watershed to create a sustainable watershed plan. The Gitsegukla Simgiigyet represents the Huwilp for the purposes of the Gitsegukla watershed pilot project.
- 4.2. Having acknowledged watersheds as useful landscape level resource planning units and based on the experience that will be gained during this Gitsegukla pilot project, the Parties will define in a long term forestry agreement or other subsequent agreement the processes and principles that will guide future strategic planning initiatives within the Traditional Territory.
- 4.3. The Skeena Stikine District will share with the Gitxsan Treaty Society at the GCO information that is developed in a project that the District is initiating to review the forest resources in the Kispiox TSA and potentially other parts of the Traditional Territory. The Ministry will consider opportunities for the involvement of the Gitxsan in this project and the Gitxsan will contribute available information it has to the project. The project will include collecting existing information, such as: timber harvesting history; assessment of current timber inventory; silviculture backlogs; cultural heritage inventories; wildlife species inventories and state of habitat; and other known resource features.

5.0 Economic Opportunities to Gitxsan

During the term of this Agreement, the Government of British Columbia will provide the following economic opportunities to Gitxsan:

5.1. Forest Tenure

- 5.1.1. After the execution of this Agreement by the Parties, the Minister of Forests and Range will invite the Gitxsan under the Section 47.3 of the *Forest Act* to apply for one or more non-replaceable forest licences under the *Forest Act* to harvest up to 1.2 million cubic metres over a 5-year term, from undercut on the former New Skeena Forest Products' licences within the Kispiox Timber Supply Area (TSA).
- 5.1.2. If the Minister determines that there is sufficient volume of timber available for disposition to the Gitxsan in the Bulkley, Nass, Prince George and/or Cranberry TSAs, then the Minister will invite the Gitxsan to apply for one or more non-replaceable forest licences referred to in Section 5.1.1 in one or more of these adjacent TSAs.
- 5.1.3. For greater certainty, the maximum volume that may be available under the licences referred to in Sections 5.1.1 and 5.1.2 will be up to 1.2 million cubic metres over 5 years.
- 5.1.4. The invitation(s) to apply and any licence(s) entered into as a result of invitation(s) to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 5.1.5. The invitation(s) to apply under this Agreement will contain terms and conditions required by the Minister of Forests and Range, including the requirement that the Gitxsan submit, with its application for the licence(s), a business plan(s) acceptable to the Minister.
- 5.1.6. The licence(s) entered into as a result of the invitation(s) to apply under this Agreement will:
 - 5.1.6.1. be for a term of no longer than 5 years as determined by the Minister;
 - 5.1.6.2. include a term that the Gitxsan may not dispose of the licence except in accordance with the *Forest Act*;
 - 5.1.6.3. not be a replaceable licence as defined under the *Forest Act*;
 - 5.1.6.4. contain other terms and conditions required by law, including the condition that the Gitxsan must comply with this Agreement, including Subject 6.0; and,

- 5.1.6.5. include other terms and conditions as may be required by the regional manager.
- 5.1.7. Prior to the Gitxsan making application for a licence(s) under Section 5.1.1 and/or Section 5.1.2, the Parties will work together to identify the potential operating area(s) for the licence(s). The potential operating area(s) will be within the Traditional Territory.
- 5.1.8. The Parties will strive to ensure that the assigned operating areas for the Licence(s) have a representative timber profile and logging chance relative to other Licensees and BCTS taking into account the quality of timber, access and commercial viability. The Parties acknowledge that for market pricing purposes, BCTS operating area(s) will also have a representative timber profile and logging chance.
- 5.1.9. The Minister may invite the Gitxsan to apply for a subsequent Licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.
- 5.2. **Interim Payment**
 - 5.2.1. During the term of this Agreement, the Government of British Columbia will pay to the Gitxsan \$2,775,310 annually for purposes described in Section 5.0.
 - 5.2.2. Subject to the Parties entering into this Agreement by **August 31, 2006**, the effective date for calculating the first interim payment will be April 1, 2006. The first instalment will be \$1,000,000 and will be due and payable immediately following the signing of this Agreement.
 - 5.2.3. Following the first installment made under Section 5.2.2, subsequent installments will be made quarterly. For the purpose of determining amounts for partial years, one-fourth (i.e. 1/4) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect.
 - 5.2.4. The funding commitment in Section 5.2.1 is subject to this availability of annual appropriations for that purpose by the Government of British Columbia.
 - 5.2.5. The Gitxsan are responsible for any costs they incur to implement the Agreement. The Gitxsan will determine how those costs are paid.

- 5.2.6. The Government of British Columbia will not seek to direct or influence the expenditure of the funds provided to the Gitxsan.
- 5.2.7. The interim payment set out in this Agreement reflects an amount that, only for the term of this Agreement, the Government of British Columbia is willing to pay as Interim Accommodation for the term of this Agreement. The interim payment is based on \$500 per Gitxsan. Upon implementation of a treaty-related or other mutually agreed eligibility and enrolment process for Gitxsan members, the interim payment will be recalculated to reflect the results of that process, and will be applied retroactively to the commencement date of this Agreement.
- 5.2.8. The interim payment will provide funding that may be required by the Gitxsan to support the economic, social, and other initiatives the Gitxsan deem appropriate including the implementation of the Interim Agreement and the Short Term Forestry Agreement.
- 5.2.9. Interim payment instalments will be paid to the Gitxsan Treaty Society or, upon direction from the Gitxsan, to such other legal entity established by the Gitxsan for the purpose of administering such payments.
- 5.2.10. During the term of this Agreement, British Columbia, through the Ministry of Forests and Range and the Ministry of Aboriginal Relations and Reconciliation, will establish a working group to examine alternative benefit and revenue sharing options and Gitxsan, along with other First Nations, will have an opportunity to participate on this working group.
- 5.2.11. **Enhanced Consultation**
 - 5.2.11.1. Upon signing this Agreement, the Government of British Columbia will also provide to the Gitxsan \$250,000 as capacity funding for their participation in enhanced watershed-level consultation.

5.3. Forest Restoration

- 5.3.1. The Government of British Columbia has directed \$100,000 in contracts to Gitxsan fiscal year 2003/04, \$20,000 in 2005/2006, and will direct \$60,000 in 2006/2007 as part of the efforts to restore failed pine plantations in the Kispiox Timber Supply Area.

- 5.3.2. In addition, the Government of British Columbia has established a new Northwest Reforestation/Forest Enhancement Program. The Government of British Columbia will spend up to \$1 million over the 4 year period 2005-2008 on reforestation and general forest enhancement projects in the Gitxsan Traditional Territory as outlined in Appendix D.
- 5.3.3. As part of the \$1 million dollars identified in section 5.3.2, the Government of British Columbia will provide to the Gitxsan Treaty Society, or, upon direction from the Gitxsan, to another legal entity established by the Gitxsan pursuant to section 5.2.10, reasonably sufficient funds and in any event no less than \$50,000 over the 2-year period 2005-2006 to participate in a collaborative planning process with the Ministry of Forests and Range with respect to planning and implementation of the new Northwest Reforestation/Enhancement Program.
- 5.3.4. The Government of British Columbia intends to provide direct opportunities to qualified Gitxsan contractors in planting, brushing and other “on-the-ground” enhancement activities under the Northwest Reforestation/ Enhancement Program.
- 5.3.5. The Government of British Columbia will invest an additional \$1 million, in the Northwest Reforestation/ Enhancement Program over the period 2006-2010 for reforestation and silviculture projects in the Nass Timber Supply Area, including the former Orenda forest licence number A16883 operating areas. Expenditure of this additional \$1 million will be based on forest management priorities throughout the Nass TSA and will not be confined to Gitxsan Traditional Territory.
- 5.3.6. Subject to available funding through the Forest Investment Account process, the Government of British Columbia intends to provide opportunities for Gitxsan employment in ongoing forest restoration activities within the Traditional Territory during the term of this Agreement.

6.0 Consultation and Accommodation Respecting Operational Plans

- 6.1. The Gitxsan are entitled to full consultation as described in sections 6 and 7 of this Agreement, with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decision or Plan affecting the Gitxsan's Aboriginal Interests, regardless of benefits provided under this Agreement.
- 6.2. During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by the Government of British Columbia, the Gitxsan agree that the Government of British Columbia will have provided Interim Accommodation with respect to the Economic Component of potential infringements of Gitxsan Aboriginal Interests in relation to Operational and Administrative Decisions during the term of this Agreement as an interim measure.
- 6.3. During the term of this Agreement, the Government of British Columbia will consult and seek workable accommodations with respect to the Cultural Component of potential infringements of Gitxsan Aboriginal Interests arising from Operational Decisions to be made during the term of this Agreement, following the processes set out in sections 6.4 through 6.16 of this Agreement.
- 6.4. The Gitxsan agree to participate in the review of all Operational Plans as outlined below within the Traditional Territory provided to them by the Government of British Columbia, and by Licensees or BCTS.
- 6.5. The Government of British Columbia will provide a copy of Operational Plans either directly or through Licensees or BCTS to the Gitxsan Treaty Society at the GCO and will provide written notification to the Gitxsan Treaty Society at the GCO and to all Gitxsan Hereditary Chiefs whose Gitxsan claimed house territory may be affected by Operational Plans.
- 6.6. The Government of British Columbia will provide all relevant and reasonably available information explaining the location, nature and extent of the proposed activity in order to provide the Gitxsan with an understanding of the potential on-the-ground impact of the proposed activity. The Government of British Columbia will provide an opportunity to explain the information to Gitxsan Hereditary Chiefs whose Gitxsan claimed house territory may be affected by Operational Plans.

- 6.7. Affected Gitxsan Hereditary Chiefs will be determined according to a suitable scale map provided by the Gitxsan Treaty Society to the Government of British Columbia, which outlines each Gitxsan claimed house territory. The Government of British Columbia will provide written notification to all Gitxsan Hereditary Chiefs affected by an Operational Plan.
- 6.8. The Gitxsan Treaty Society will immediately notify the Government of British Columbia if the Government of British Columbia or Licensee has omitted to notify a potentially affected Gitxsan Hereditary Chief and the Government of British Columbia will immediately correct the omission.
- 6.9. Upon receipt from the Government of British Columbia or from the Licensee, the Gitxsan Treaty Society will make the Operational Plan available to each affected Gitxsan Hereditary Chief.
- 6.10. All affected Gitxsan Hereditary Chiefs and the Gitxsan Treaty Society will, within 60 days of the Operational Plan being provided to them, provide the Party that supplied them the information (Licensee, or BCTS or MOFR), with all reasonable available information that will identify any potential impacts to their Aboriginal Interests that may result from the forest development activities. When additional time is reasonably necessary to allow the Gitxsan sufficient time to review and respond to the Operational Plan, the Government of British Columbia will extend the response period upon the request of the Gitxsan Treaty Society.
- 6.11. The Gitxsan Treaty Society will co-ordinate any meetings among the Government of British Columbia, Licensees or BCTS (where applicable) and affected Gitxsan Hereditary Chiefs regarding Operational Plans.
- 6.12. The Parties agree that they will seek workable accommodation where necessary, including making modifications to an Operational Plan in response to concerns raised by the Gitxsan, and may include spatial or temporal changes, different forest practices and/or similar changes.
- 6.13. Upon receiving the response from the affected Gitxsan Hereditary Chiefs or the Gitxsan Treaty Society, the Government of British Columbia, with the participation of the Licensee, or BCTS as appropriate, will discuss and attempt to resolve with the Gitxsan, any potential impacts raised in Section 6.10 on Gitxsan Aboriginal Interests that may occur as a result of proposed forest development activities relating to the Cultural Component of Aboriginal Interests.

- 6.14. If no response is received from the Gitxsan Hereditary Chiefs or the Gitxsan Treaty Society within 60 days of the Operational Plan being provided to the Gitxsan Treaty Society at the GCO, then the Government of British Columbia may assume that Gitxsan do not intend to respond or participate in the consultation and accommodation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed, providing the Operational Plan has not materially changed from the version provided to the Gitxsan. Absence of response from the Gitxsan does not imply that the Gitxsan support or approve the resulting decision on the Operational Plan.
- 6.15. The Government of British Columbia will fully consider the information it receives from the Gitxsan Hereditary Chiefs and Gitxsan Treaty Society, whether received directly or through a Licensee, and will:
- Identify the nature and scope of the asserted aboriginal right in issue in relation to the potentially conflicting use;
 - Determine if the asserted right may be infringed by the Operational Plan, and make a preliminary assessment of the strength of the claim;
 - Consider whether the potential infringement is significant to the Gitxsan, and the seriousness of the potential adverse effect on the aboriginal right claimed;
 - Determine what workable accommodations, as described in section 6.12, are available to balance and reconcile the interests of the Gitxsan with other societal interests; and
 - Where appropriate, provide such workable accommodations.
- 6.16. At the time of the determination of an Operational Plan, the designated decision-maker will provide a written rationale to affected Gitxsan Hereditary Chiefs and the Gitxsan Treaty Society outlining how concerns and interests raised through the consultation and accommodation process were considered and addressed.
- 6.17. The Ministry of Forests and Range will advise other provincial agencies including Ministry of Energy and Mines and Petroleum Resources, Ministry of Environment, and the Integrated Land Management Bureau of the consultation and accommodation procedures adopted in this Agreement by the Parties and will encourage these agencies to adopt similar procedures.

7.0 Consultation and Accommodation Respecting Administrative Decisions

- 7.1. The Gitxsan agree that in consideration of the economic opportunities provided by the Government of British Columbia as outlined in Section 5.0 of this Agreement that the Government of British Columbia has fulfilled its duties to consult and seek Interim Accommodation with the Gitxsan in respect to the following:
 - 7.1.1. the Minister of Forests' consent to the transfer of shares of Skeena Cellulose Inc. to NWBC Timber and Pulp Ltd.;
 - 7.1.2. the Regional Manager's decision respecting cut control penalties (AAC reductions) for New Skeena's Forest Products' forest tenures (TFL 1, FL A16829, FL A16831, FL A16883);
 - 7.1.3. the Minister of Forests' decision respecting disposition of undercut volumes associated with New Skeena Forest Products' forest tenures (TFL 1, FL A16829, FL A16831, FL A16835, FL A16883);
 - 7.1.4. the Minister of Forests' consent to the transfer of FL A16829 from Skeena to West Fraser Mills Ltd.;
 - 7.1.5. the Minister of Forests' consent to the transfer of shares of Buffalo Head Forest Products (holder of FL A16884) to KAOS Holdings Ltd.;
 - 7.1.6. the Minister of Forests' consent to the transfer of Woodlot 132 from Randy Castle to Robert Wagner;
 - 7.1.7. the Minister of Forests' consent to the replacement of TFL 1 as required under the *Forest Act*; and,
 - 7.1.8. Forest Licence Replacements (listed in the attached Appendix C).
- 7.2. The Government of British Columbia will provide to the Gitxsan on an annual basis a list of all proposed Administrative Decisions, except for those Decisions listed in Section 7.1, anticipated within the year, and either upon the request of Gitxsan or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to Gitxsan an updated list.

- 7.3. The Government of British Columbia will meet with the Gitxsan at mutually agreed times throughout the year to provide an opportunity for the Gitxsan to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decisions(s) contemplated under Section 7.2 on their Aboriginal Interests.
- 7.4. The Government of British Columbia will include the Gitxsan in Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* within the Traditional Territory.
- 7.5. The Gitxsan agree to participate, in a Timely Manner, in the Timber Supply Review public processes by providing all reasonably available information about their Aboriginal Interests potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act* within the Traditional Territory.
- 7.6. The Parties acknowledge that the Timber Supply Review public processes will be consistent with approved land use plans when higher-level objectives have been established.
- 7.7. If after considering the concerns and comments of the Gitxsan and the Government of British Columbia's duty to consult and to seek workable accommodations of Gitxsan Aboriginal Interests within the Traditional Territory, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of Gitxsan Aboriginal Interests that is not adequately addressed by the economic opportunities provided by the Government of British Columbia in Section 5.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 6.0 of this Agreement.
- 7.8. The Government of British Columbia will provide a response to the Gitxsan as to how their concerns raised in Section 7.3 have been addressed.
- 7.9. Absence of response from the Gitxsan does not imply that the Gitxsan support or approve the resulting Administrative Decision.
- 7.10. The Parties agree to fully participate in the Gitsegukla Watershed Pilot Planning Process as outlined in Appendix B.

8.0 Stability within Gitxsan Traditional Territory

- 8.1. The Gitxsan will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of unlawful interference by Gitxsan members with provincially authorized activities related to forestry resource development including timber harvesting or other forestry economic activities occur.

9.0 Dispute Resolution

- 9.1. If a dispute arises between the Government of British Columbia and the Gitxsan regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable and will attempt to resolve the dispute.
- 9.2. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and the Gitxsan.
- 9.3. The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issues in dispute.

10. Term

- 10.1. This Agreement will take effect on the date on which the last Party has executed it.
- 10.2. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 10.2.1. five years from the date this Agreement is executed; or
 - 10.2.2. the mutual agreement of the Parties.
- 10.3. 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.
- 10.4. Notwithstanding section 9.3, the Government of British Columbia may terminate the Agreement when there is a challenge on the basis that the Economic Opportunities set out in section 5 are not adequate or sufficient Interim Accommodation.

- 10.5. Prior to termination under section 9.4, the Parties agree to meet and endeavor to resolve the dispute.
- 10.6. At the option of the Gitxsan, this Agreement may be terminated if Government of British Columbia fails to deliver the interim payment pursuant to Section 5.2 or the Minister decides not to grant the licence(s) pursuant to Section 5.1, or the economic opportunities are otherwise withdrawn, suspended or cancelled.

11.0 Renewal of the Agreement

- 11.1. Prior to this Agreement terminating in accordance with Section 10.2.1, and if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Gitxsan will make reasonable efforts in good faith to negotiate a long-term forestry agreement.
- 11.2. Any long term forestry agreement between the Government of British Columbia and the Gitxsan may provide for an opportunity for the Gitxsan to acquire a Forest Tenure, and/or may provide other economic opportunities and other terms and conditions that are agreed to by the Parties.

12.0 Amendment of Agreement

- 12.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 12.2. Annually, either Party may request the participation of the other Party to review the effectiveness of this Agreement and consider amendments to this Agreement.
- 12.3. The Gitxsan may choose to opt into new approaches for consultation and accommodation, including for benefit and interim payment that are implemented by the Government of British Columbia as they become available, through amendments of this Agreement or other mutually agreeable methods.

13.0 Entire Agreement

- 13.1. This Agreement, including the appendices to the Agreement, and any amendment to it, constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

14.0 Notice

- 14.1. 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.
- 14.2. Any notice or other communications will be deemed given on the date it is actually received, if it is received before 4:00 p.m. If it is received after 4:00 p.m., it will be deemed given on the next business day.
- 14.3. 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

Gitxsan

Gitxsan Chiefs Office
Box 229, Hazelton, B.C. V0J 1Y0
Telephone: (250) 842-6780
Facsimile: (250) 842-6709

16.0 Miscellaneous

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of section 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.
- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.

- 16.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 Nothing in this Agreement, including the recitals, defines or confirms the specific nature, scope, location or geographic extent of Aboriginal Interests of the Gitxsan.
- 16.6 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.
- 16.7 This Agreement does not address or affect any claims by the Gitxsan regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement, other than those enumerated in sections 7.1.1 through 7.1.8 and Appendix C of this Agreement.
- 16.8 This Agreement and any decisions or Licences issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding ownership of resources, jurisdiction and authorities.
- 16.9 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.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 The Government of British Columbia encourages Licensees or BCTS to enter into mutually-beneficial arrangements with the Gitxsan.
- 16.13 This Agreement is not intended to limit any obligation of Licensees or BCTS or other third parties to the Gitxsan.
- 16.14 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.

FINAL DRAFT—August 4, 2006

16.15 This Agreement does not address or affect any claims by the Gitxsan arising from past interference with its Aboriginal Interests or any future treaty settlement related to an aboriginal right or title claim.

16.16 This Agreement does not exclude the Gitxsan from accessing forestry economic opportunities and benefits, which may be available, other than those expressly, set out in this Agreement.

Signed on behalf of:
Gitxsan

Date: _____

Earl Mulder
DE

SIGNED ON Pg. 22
JUNE 14, 2006

NILKYAP

SIGNED ON
JUNE 14, 2006 Pg. 24

LELT

Brenda Stewart
ANTGULILBIX

SIGNED ON Pg. 22
JUNE 14, 2006
LIMIGTEI

David Sampson
KLIYEMJ AX HAA

SIGNED ON Pg. 23
JUNE 14, 2006

GWIS GYEN

Deed Mawit
DJOGASLEE

George Blum
Witness

Witness

Witness

Bob Huber Aug 31, 2006
Witness


Witness

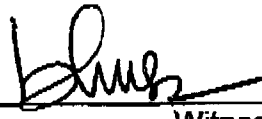
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Witness

Witness

Bob Huber Sept 01, 2006
Witness

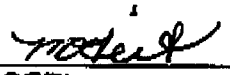
FINAL DRAFT—August 4, 2006



GWAGL'LO

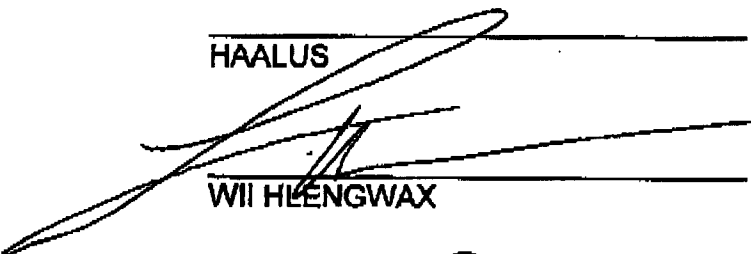
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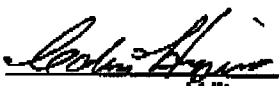
GYOLUGYET
SIGNED ON Pg 23
JUNE 11, 2006
GYETM GALDOO

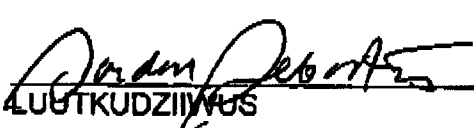
Witness
Witness

HAAKASXW
 30-8-06
GEEL

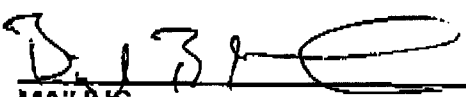
Witness
 T Blackstock
Witness

HAALUS

WII HEENGWAX

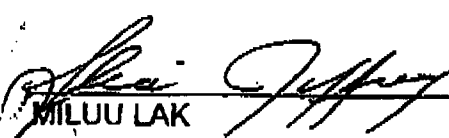
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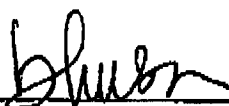

LUUTKUDZIIVUS


Witness


MA'UUS

 Aug 31, 2006
Witness


MILUU LAK


Witness


NIKATEEN


Witness

SKIIK'M LAX HA

Witness

FINAL DRAFT—August 4, 2006

Shane Ruben
WII MINOSIK

blues Aug 31 2006
Witness

GWININ NITXW

Witness

D. Van
GWOIMT

Donnie Sebastian
Witness

LOUS

Witness

NIIST

Witness

SPOOKW

Witness

W. G. A. K.
WIT GAAK

blues Aug 31, 2006
Witness

D. A. M. U. X. W.
DAWAMUXW

blues Aug 31, 2006
Witness

Peter Muldon
GITLUDAH

Earl Muldon
Witness


SIGNED ON JUNE 14, 2002
Doc. Pg 23


GUXSAN
HANAMUXW

Witness
blues Sept 05, 2006
Witness

FINAL DRAFT—August 4, 2006

YAL



GWIIYEEHL



SAKKUM HIGOOKX
SIGNED ON JUNE 14, 2006
Doc. Pg. 23

WOOSIMLAYHA
SIGNED ON JUNE 14, 2006
DOC. Pg. 23

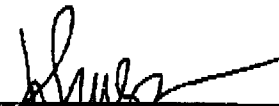
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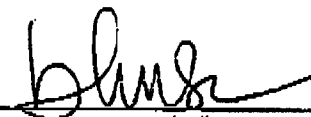

WIIGYET


WILELAAS


GAXSBGABAXS

Witness


Witness


 Aug 31/06.
Witness

Witness

Witness


Witness

Witness

 Aug 31/06
Witness

June 14, 2006

Signed on behalf of:
Gibtsan

Date: June 14, 2006

Frank Benson
Gibtsan Chief ZOK

Shari Jaffer
Witness

Deminget
Gibtsan Chief

Shari Jaffer
Witness

Bruce Johnson
Gibtsan Chief AKTIITSEK

Shari Jaffer
Witness

Rena Mackillop
Gibtsan Chief DEWALASKU

Shari Jaffer
Witness

Rena Benson
Gibtsan Chief MUUT INIKYAD

Shari Jaffer
Witness

Irene Cameron
Gibtsan Chief for Will Eelast.

Shari Jaffer
Witness

Sadie Maxwell
Gibtsan Chief AXEIIEN

Shari Jaffer
Witness

Shari Jaffer
Gibtsan Chief MILUWAK

Alvin Weget
Witness

Robert Turner (Genna)
Gibtsan Chief

Shari Jaffer
Witness

Alvin Weget
Gibtsan Chief DENII GITLUDAH

Shari Jaffer
Witness

June 14, 2006

Signed on behalf of:
Gitksan

Date: June 14, 2006

David Sebastian
Gitksan Chief Loutkudzimwus

[Signature]
Gitksan Chief Luus
Gyis Gyen
Niltam lax ooks
Gitksan Chief Roger C. John

[Signature]
Gitksan Chief Coxsaw

[Signature]
Gitksan Chief AXTII HIXW

Ralph Latta
Gitksan Chief ANDA AP

Victor Mowat
Gitksan Chief WOOSIMAKHA

William [Signature]
Gitksan Chief XSIMGITEHIGENDX

V. P. [Signature]
Gitksan Chief XSGO GIMLAXHA

[Signature]
Gitksan Chief ENETHGALDO

[Signature]
Witness

[Signature] June 20/06
Witness

[Signature] "
Witness

[Signature] "
Witness

[Signature] "
Witness

[Signature] "
Witness

[Signature] "
Witness

[Signature] June 20/06
Witness

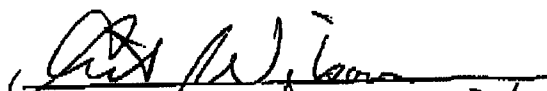
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Witness


[Signature] Aug 01/06
Witness

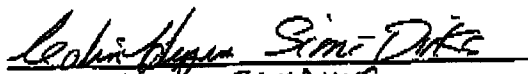
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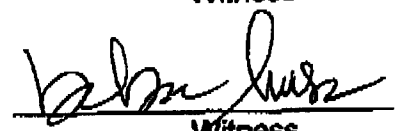
Signed on behalf of:
Gitksan

Date: _____



Gitksan Chief *Wil M-ke Wilkins*


 Aug 22, 2006
Witness


Gitksan Chief *SIMADUKS*

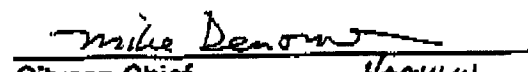
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Gitksan Chief

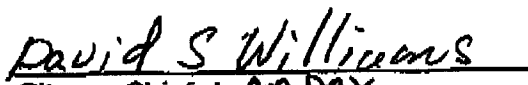
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Witness


Gitksan Chief *ALAI ST*

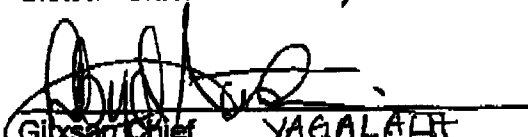

Witness


Gitksan Chief *HAKI W*


Witness


Gitksan Chief *LAA DAX*


Witness


Gitksan Chief *YAGALAT*


Witness


Gitksan Chief *TSA BOX*


Witness

Gitksan Chief

Witness

Gitksan Chief

Witness

FINAL DRAFT-August 4, 2006

Signed on behalf of:

Government of British Columbia


Date:

Oct 24 / 06



Rich Coleman

Minister of Forests and Range



Witness of Minister signature

Legend

- Right-of-ways
 Rivers, Creeks
 TSK Operating Area
 tsak_reallocation_jan05
 TSK Chart Areas
 Lakes
 District Boundary
Glitszan House Territory
SIMOHGYET, S ENG NAMF
 Angtilibix, *Angtilibix*
 Angtilibix, *Angtilibix*
 Delgamuukw, Earl Muldoe
 Dogaskee, Tad Mowatt
 Duobutso, *Duobutso*
 Gaxogabexax, Gertie Wilson
 Geel, Walter Harris
 Gifdudahl, Pete Muldoe
 Gitlunuw, *Gitlunuw*
 Guxaan, *Guxaan*
 Gwaglo, *Gwaglo*
 Gwi Yeehi, *Gwi Yeehi*
 Gwinin Nitow, *Gwinin Nitow*
 Gwis Gyen, Lorne Cambell
 Gwis Gyen, *Gwis Gyen*
 Gwoimt, Sadie Harris
 Gyetin Gaidoo, *Gyetin Gaidoo*
 Gyologyet, Mary McKenzie
 Gyologyet, Mary McKenzie
 Haakxaw, Larry Wright
 Haakow, *Haakow*
 Haalus, Billy Morrison
 Haalus, Billy Morrison
 Haalus, Billy Morrison
 Hanamuw, *Hanamuw*
 Kiliyam Lax Hae, *Kiliyam Lax Hae*
 Lett, *Lett*
 Luulek, Sandra Williams
 Lusus, Roy Wilson
 Lusus, Roy Wilson Jr
 Luubukzhiwax, *Luubukzhiwax*
 Maus, Jeffery Harris Jr
 Miulalak, Alice Jeffery
 Nii Kyap, Gerald Gunanoot
 Niiat, David Blackwater
 Nikaaten, Francis Sampson
 Sakum Higookuw, Vernon Smith
 Sakum Higookuw, Vernon Smith
 Sakum Higookuw, Vernon Smith
 Spookow, *Spookow*
 Tenin Gyet, Art Matthew Jr
 Tenin Gyet, Art Matthew Jr
 Tenin Gyet, Art Matthew Jr
 Tsa Buk, Wilmer Johnson
 Wli Eelast, James Angus Jr
 Wli Gask, Neil B Starrit
 Wli Gyet, *Wli Gyet*
 Wli Gyet, Lloyd Johnson
 Wli Hlengwax, *Wli Hlengwax*
 Wli Minoak, Larry Skulsh
 Wli Minoak, *Wli Minoak*
 Wli Mugulaw, Art Wilson
 Wli eelast, James Angus Jr
 Wigooobi, Charlotte Sullivan
 Wis Die, Ralph Johnson
 Woemilaxha, Victor Mowatt
 Wyoelip, Joyce Turner
 Yak, *Yak*



Scale 1: 200 000

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Rev. 12, 2009

APPENDIX B
Gitsegukla Watershed Pilot Planning Process
Terms of Reference

LIVING DOCUMENT
Gitsegukla Watershed Pilot Planning Project

Preamble

The Government of British Columbia recognizes that the historic and contemporary use and stewardship of land and resources by the Gitxsan wilp are integral to the maintenance of Gitxsan society, governance and economy within the Traditional Territory.

The Government of British Columbia acknowledges that, from the Gitxsan perspective, the sustainability of Gitxsan Traditional Territory includes the sustainability of Gitxsan Gwalyeinsxw (Gitxsan inheritance).

The parties to this planning process understand that this document is intended to be a *"living document"* and may change by consensus of the Planning Team as the process unfolds.

Process Outline

1.0 Develop Terms of Reference

1.1 Purpose of Planning Team

- 1.1.1 To provide an integrated approach to planning within the Gitxsan Traditional Territory that includes those who live within the Traditional Territory.
- 1.1.2 To engage the Gitxsan Huwilp in watershed planning that is sustainable and inclusive of each Huwilp's needs within Gitxsan Traditional Territory.
- 1.1.3 To develop a working relationship between the Government of British Columbia and the Gitxsan that will assist in developing and implementing a pilot planning process in the Gitsegukla watershed. Results from the process will inform the design of future strategic planning initiatives within the Gitxsan Traditional Territory.

1.2 Objectives:

- 1.2.1 To research existing records, and interview chiefs for spatial information about cultural values within each chiefs' Traditional Territory.
- 1.2.2 To design an ecosystem network map. This includes old growth representation, habitat values and connectivity

corridors that can complement identified Gitxsan cultural values and provide integrated management objectives.

- 1.2.3 To jointly identify and seek additional funding sources that may come available through programs and other mechanisms to provide support for this planning process.

1.3 Accountability

- 1.3.1 Products of plan will be available to general public as agreed to by the planning team;
- 1.3.2 Consultative process will be designed to include stakeholders and public, including the Kispiox LRMP monitoring committee.
- 1.3.3 ILMB will consider empowering the final plan through legislation.

1.4 Scope and Responsibility

1.4.1 Gitsegukla Watershed

- 1.4.2 The planning area encompasses the Gitsegukla Watershed as depicted by the map attached.

1.4.3 It includes the following wilps:

- Hanamuuxw
- Gwagal'lo
- Gwiis Gyen /Haxgabwootxw
- Duubisxw /Shanoss
- Guksan
- Xsgogim Laxha/Niis Noolth
- Weget
- Laadax/Wii Andimoolix
- Moolaxan/ Haakasxw)
- Gasgabaxsw/ Wii Stiis

1.5 Wilp Decision-making Authority

The Wilp has decision-making authority over who (from within the Wilp) can be designated to carry out Wilp responsibilities associated with this planning process.

1.6 Management Principles

- 1.6.1 The process will seek a Sustainable Resource Based Management framework and principles that meet the interests of all parties, and can be practically implemented locally.

1.7 Planning Team Makeup

1.7.1 Consultations with Huwilp (House) Members will occur in sessions that follow the Gitxsan process (see section 2.1). Contact will be established with the Chief and Wing Chiefs and from there a list of interested huwilp members will be created.

1.7.2 Planning Team:

- Gitsegukla Watershed Facilitator : Rod Sampare
- House Chiefs: Hanamuuxw, Gwagal'lo, Gwiis Gyen /Haxbagwootxw, Duubisxw /Shanoss, Guxsan, Xsgogim Laxha / Niis Noolth, Weget, Laadax /Wii Andimoolix. Moolaxan / Haakasxw, Gasgaxbaxs /Wii Stiis
- MOF Coordinator: Jane Lloyd-Smith
- ILMB Coordinator: James Cuell
- Other Ministries' representatives that may wish to participate, to be co-ordinated through the governments Inter Agency Management Committee (IAMC)
- Planning Team co-chairs: Gitsegukla Watershed co-ordinator and MoF Coordinator.
- Terms of reference have been drafted and accepted in Principle by the Planning Team members on May 31, 2004.

1.7.3 Technical Team:

- Gwalyiensxw Technician, Lax Yip Technician Researcher/Interpreter and Data Collection assistant: To be determined by the Gitsegukla Watershed
- House Chiefs (as required for technical work): Hanamuuxw, Gwagal'lo, Gwiis Gyen /Haxbagwootxw, Duubiswx /Shanoss, Guxsan, Xsgogim Laxha / Niis Noolth, Weget, Laadax /Wii Andimoolix, Moolaxan / Haakasxw, Gasgaxbaxs /Wii Stiis.
- MOFR Technical staff as required
- ILMB Technical staff as required
- Technical Contractors/Consultants as determined by the Planning Team.

1.8 Meetings

1.8.1 Meetings will follow the Gitxsan dialogue process of full discussion and consensus decision-making.

1.8.2 Meetings will be held bi-weekly, or as determined by the planning team.

1.8.3 Co-chairs, or their designates, will take minutes for distribution to Planning Team and technical team members.

1.9 Decision Making

- 1.9.1 The Planning Team will strive to arrive at decisions by consensus.

2.0 Collect Resource Information

- 2.1 Gitxsan interests in the plan area will be captured by the Watershed Facilitator. The watershed facilitator will meet with Huwilp (house groups) of the Watershed to begin the process of sustainable planning. It will follow the Gitxsan process:
 - 2.1.1 House Profile
The House group has to take stock of its own make up. It has to identify how it can enable its members to sustain and by what means. There are many dimensions to this component. What is critical is that the House members need to know what makes them unique.
 - 2.1.2 Issue Scan
The House group has to assess its activities in terms of the impacts on sustainable development.
 - 2.1.3 Consultations
The perspective of allies, partners, neighbors, and other stakeholders on House priorities have to be drawn out.
 - 2.1.4 The final product will include a spatial digital product reflecting Gitxsan interests.
- 2.2 Biophysical resource information will be collected, including existing mapped information such as forest age and species, timber harvesting land base and biogeoclimatic zones.

3.0 Develop Management Direction

3.1 Goals, Objectives, and Targets

- 3.1.1 The House Groups goals and objectives for sustaining itself will be addressed formally. Benchmarks for measuring performance will be included.
- 3.1.2 Ecosystem networks comprised of core ecosystems, including old growth, and connective corridors will be drafted by the planning team and integrate the interests identified by the Gitxsan process.
- 3.1.3 Spatially explicit management zones for each value/interest requiring management within the Gitsegukla Watershed will be identified with associated management objectives and

strategies. Where practical, targets will be set that represent sustainability.

4.0 Analyze Results of Management Direction

- 4.1 The costs and benefits of resource development will be assessed. The costs and benefits will include:
 - 4.1.1 Social: Social opportunities and sustainability will be described with reference to traditional and current use.
 - 4.1.2 Environmental: costs and benefits will be described with respect to meeting management principles developed by the Planning Team including meeting biodiversity guidebook environmental targets.
 - 4.1.3 Economic considerations: A timber supply impact assessment will be done by evaluating the impacts of the ecosystem network and other values on the timber harvest land base. In addition, impact assessments for other resource extraction activities will be considered.

5.0 Finalize Consensus Management Direction

- 5.1 MOFR, ILMB and Gitsegukla Watershed Chiefs negotiate the final product.
- 5.2 MOFR, and ILMB present to, and consider all comments from Licensees and BCTS. Gitsegukla chiefs will participate in this process.
- 5.3 MOF and ILMB will present to, and consider all comments from the Kispiox LRMP monitoring committee and public. Gitsegukla chiefs will participate in this process.
- 5.4 Revise final mapping layers and report out as necessary to complete the plan.
- 5.5 Appropriate Designated Decision Maker will consider empowering plan objectives through legislation once Gitxsan, government agencies, and forest licensees have reached consensus. This would involve consideration of information received from the Kispiox LRMP monitoring committee.

6.0 Products:

- 6.1 Maps including, but not limited to:

- Cultural values
 - Core ecosystems including old growth;
 - Other values as agreed to by MOFR, ILMB and the Gitsegukla Chiefs (see attached list of interests)
 - Management zones
- 6.2 Report including the following components:
- Agreed on Sustainable Resource based management principles and framework.
 - Summary of Gitxsan watershed interests.
 - Specific management objectives and implementation plan.
 - Social, economic and environmental cost benefit analysis.
- 6.3 Project summary and process recommendations and suggested improvements for future planning partnerships.
- 6.4 Extension products (if required?):
- Publication explaining process and partnership; and
 - Web page with process description and contacts
- 6.5 Ownership of products and materials will rest with the Gitsegukla Watershed Planning Team, and will not be released without consent of all parties.

7.0 Implement

7.1 Action Plan

- 7.1.1 Develop a review process that will ensure all plans for resource development are consistent with the final Gitsegukla Watershed Management Plan.
- 7.1.2 The House group will identify the steps that will be taken to realize its sustainable development goals, including economic development opportunities.
- 7.1.3 The House group will maximize its participation to build house specific capacity for integrating their interests into watershed planning.

8.0 Monitor

- 8.1 The Planning Team will develop a monitoring framework and outline that ensures monitoring reports are produced every 5 years or as needed. These reports will show results of plan implementation and be used to assess sustainability indicators. Findings from these reports will be used to refine and/or improve the Gitsegukla Watershed Management Plan.

Schedule 'A'

<i>Gitxsan Interests</i>	<i>Ministry of Forests and Range Interests</i>
<i>Key Values:</i>	
<input type="checkbox"/> All tree species: pine, hemlock, cedar, cottonwood, birch, spruce, balsam	Timber including Forest Health
<input type="checkbox"/> water	Water
<input type="checkbox"/> berries: huckleberry, raspberry, strawberry, cranberry, soapberry, salmon berry, saskatoon berry,	Resource Features
<input type="checkbox"/> fish: sockeye, pink, coho, spring salmon, trout, steelhead, dog salmon	
<input type="checkbox"/> land/dirt	Soils
<input type="checkbox"/> Animals: beaver, marten, grouse, moose, deer, grizzly, mountain goat, black bear, rabbit, groundhog, caribou, porcupine, wolf, wolverine	Wildlife
<input type="checkbox"/> Plants: wild celery, rock crop, devil's club, hellebore	
<input type="checkbox"/> Swamps	
<input type="checkbox"/> Biodiversity	Biodiversity
<input type="checkbox"/> Cultural Heritage Work	Cultural Heritage
<input type="checkbox"/> Archaeology Impact Assessments	
<i>Gitxsan Nation Policy Areas:</i>	
<input type="checkbox"/> Water	Recreation Resources
<input type="checkbox"/> Salmon	Fish
<input type="checkbox"/> Wildlife	Visual Quality
<input type="checkbox"/> Oil & Gas	
<input type="checkbox"/> Medicinal plants , berries and trees	
<input type="checkbox"/> Culturally modified trees	
<input type="checkbox"/> Trapping areas	
<input type="checkbox"/> Minerals	
<i>Other policies will be added.</i>	

APPENDIX C
Forest Licence Replacements within
Gitxsan Traditional Territory

Forest Licensee	Licence	AAC (m3)
Kispiox TSA		
Bell Pole Canada Inc.	A16832	55,414
Sun Wave Forest Products Ltd.	A16831	387,879
Kitwanga Mills Ltd.	A16833	87,571
Kispiox Forest Products Ltd	A16818	64,124
Bulkley TSA		
West Fraser Mills Ltd ***	A16829	116,688
West Fraser Mills Ltd ***	A16830	275,625
Kalum TSA		
Coast Tsimshian Resources Limited Partnership	A16835	244,037
A & A Trading Ltd.	A16836	13,052
West Fraser Mills Ltd	A16885	26,112
Nass TSA		
West Fraser Mills Inc	A16882	162,484
Ernst And Young has surrendered this licence *	A16883	283,963
Timber Baron Forest Products **	A16884	291,712
Sim Gan Forest Corporation	A16886	45,999
MacKenzie TSA		
Abitibi Consolidated Company	A15385	932,500
Canadian Forest Products Ltd.	A15384	1,082,904
Prince George TSA		
Apollo Forest Products Ltd	A18156	216,746
Canadian Forest Products Ltd	A18167	0
Canadian Forest Products Ltd	A18165	1,104,858
Canadian Forest Products Ltd	A40873	1,661,266
Carrier Lumber Ltd	A18158	253,027
L & M Lumber Ltd	A17842	140,088
Lakeland Mills Ltd	A18163	254,102
Canadian Forest Products Ltd	A18157	769,366
Pope & Talbot Ltd.	A77955	640,000
Stella-Jones Inc	A18160	47,048
Stuart Lake Lumber Ltd	A18169	201,978
Winton Global Lumber Ltd	A18171	505,541
West Fraser Mills Ltd	A18162	316,821

* **FL A16883 will not be replaced.** The receiver in the New Skeena bankruptcy was unable to find a buyer for the "Orenda Licence" and has surrendered the licence effective September 22, 2005. The surrender is currently being processed.

** **FL A16884.** A company named Canada Resurgence Development Ltd. has submitted a "Notice of Intended Disposition" on this licence which is currently being processed

*****FLs A16829 and A16830 will be consolidated into a single forest licence in January of 2007. The consolidated A16830 will then be replaced and have the combined AAC of the original two licences.**

APPENDIX D

Northwest Forest Restoration and Enhancement Program

The Ministry of Forests and Range (MOFR) has established and is administering a new Northwest Reforestation/Forest Enhancement Program. Up to \$1million in funding has been secured over 2005-2008 to invest in backlog silviculture and general forest enhancement projects in those portions of the Gitxsan Traditional Territory falling within the Kispiox, Kalum, Cranberry and Nass Timber Supply Areas.*

The program will be focused on implementing silviculture treatments on backlog cutblocks that are the responsibility of MOFR (i.e., cutblocks that were harvested prior to 1987 and that have not met free growing standards).

This program represents an attempt by MOFR to seek interim workable accommodation of Gitxsan aboriginal interests associated with forest activities. The program will proceed immediately even in the absence of a signed STFA between the Gitxsan and Government of British Columbia.

As part of the \$1million identified for the program, at least \$25,000/year for 2 years will be available to fund Gitxsan participation in the identification of priority areas for treatment.

The program will be administered by Forest Stewardship staff within the Kalum and Skeena Stikine Forest Districts.

Work in silviculture surveying, planting, brushing, and other “on-the-ground” enhancement activities will be direct awarded to qualified Gitxsan contractors to the greatest extent possible.

Contractors will be required to meet Ministry of Forest contracting standards and the administrative requirements specified in the Ministry contract documents (e.g., WCB coverage, insurance coverage, first aid, fire fighting tools, etc).

\$250,000 has been allocated to year 1 of the program (2005). Year 1 activities will predominantly consist of silviculture surveys, brushing and weeding. Depending on the results of from year 1 surveys, there may be tree planting activities to be implemented in years 2 and 3 as well as continued brushing and weeding.

As priority backlog cutblocks are treated, there may be opportunity in years 3 and 4 to implement other enhancement works. These may include riparian, fish habitat and water quality enhancement activities.

*An additional \$1 million have been secured under the same program to fund silviculture and enhancement projects in those portions of the Gitanyow Traditional Territory falling within the Kispiox, Kalum, Cranberry and Nass Timber Supply Areas.