

FEDERAL COURT

BETWEEN:

HUPACASATH FIRST NATION

APPLICANT

- and -

THE MINISTER OF FOREIGN AFFAIRS CANADA as represented by THE
ATTORNEY GENERAL OF CANADA

RESPONDENT

APPLICATION UNDER THE *FEDERAL COURTS ACT*,
R.S.C. 1985, c. F-7, s. 18.1

AFFIDAVIT OF CAROLYNE BRENDA SAYERS

I, CAROLYNE BRENDA SAYERS, Council Member, of 5110 Indian Avenue, of the City of Port Alberni, Province of British Columbia, SWEAR THAT:

1. I am an elected Council member of the Hupacasath First Nation, and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where same are stated to be made on information and belief, and where so stated, I verily believe them to be true. The Hupacasath First Nation is also known as the Hupacasath Indian Band and formerly known as the Opetchesaht Indian Band. The Hupacasath Indian Band, is a “band” within the meaning of the term defined in the *Indian Act*, R.S.C. 1985, c. I-5 (the “*Indian Act*”).

2. The Hupacasath Chief and Council represent approximately 285 band members and all band members are Indians as that term is defined by the *Indian Act*. I am a member of the Hupacasath First Nation and as such have knowledge of our territory, history, use of our territory and the exercise of our rights.

3. I am authorized by the Chief and Council to swear this affidavit on behalf of the Hupacasath First Nation.

4. The Hupacasath territory consists of approximately 232,000 hectares in and beyond the Alberni Valley on Vancouver Island, British Columbia. The Hupacasath have resided in this territory since time immemorial. Attached as **Exhibit A** is a true copy of two maps of the Hupacasath territory. The first map is the Statement of Intent map submitted by the Hupacasath First Nation to the British Columbia Treaty Commission as part of the treaty negotiation process. The second map sets out the same area with designations under the Hupacasath Land Use Plan, described in paragraph 19, below.

5. I have been taught by my mother, aunt, grandmother and other Hupacasath elders that the Hupacasath First Nation have exclusively owned, used and occupied the land, waters and resources as outlined on the map in Exhibit A. The land encompasses the headwaters of the Ash and Elsie River systems in the northwest, east to the height of land on the Beaufort Range and then southeast to Mount Arrowsmith to Labour Day Lake and the Cameron River system. The southeast boundary includes the China Creek, Franklin River, Corrigan Creek areas and the north part of the Coleman Creek area. The southern boundary follows Alberni Inlet to Handy Creek then northwest to follow the height of land between Henderson Lake and Nahmint Lake. The west boundary includes the headwaters of the Sproat Lake and Great Central Lake areas. This territory also includes major physical features such as Great Central and Sproat Lakes, Mount Arrowsmith, Thunder Mountain and Mount Klitsa.

6. More specifically, watersheds that are within Hupacasath territory include: Cameron Creek, China Creek, Chuchakacook, Coleman Creek, Corrigan Creek, Cous Creek, Doran Creek, Drinkwater/Della, Great Central Lake, Handy Creek, Lowry Lake, McCoy Lake/Devils Den, Maber/McBride, Mactush Creek, Museum Creek, Nahmint, Oshinow, Roger Creek, Shoemaker, Sproat Lake and Taylor River. Hupacasath have aboriginal rights to all waters within the territory.

7. Historically the Hupacasath resided in three main village sites in addition to summer and winter camps. The people would use the camps when they were out in the territory fishing, hunting, trapping and gathering then return to the longhouses in the main village sites to spend the winter. The entire territory was used extensively for sustaining Hupacasath people.

8. Hupacasath reserves consist of approximately 232 hectares near the city of Port Alberni, on Vancouver Island, British Columbia. The two main reserves where the Hupacasath reside are the Ahahswinis Reserve near the Somass River and the Kleekhoot Reserve near Sproat Lake. We also have three additional reserves along the Alberni Canal and within Barkley Sound that we do not occupy due to lack of infrastructure, but do use them for many different activities.

9. It is within my knowledge that prior to 1846, the ancestors of the Hupacasath existed within the territory and were an organized, self-governing peoples bound together by our laws, a common language, economy, spiritual beliefs, and shared culture. As well, prior to 1846, the members of the Hupacasath First Nation used and occupied the area set out in the territory. Since the unilateral assertion of British Sovereignty, the Hupacasath First Nation has continued as an organized group.

10. The Hupacasath continue to use and occupy the territory to the extent their use and occupation has not been restricted or prevented by interference from the federal and provincial governments, settlers and third parties in the territory. The areas within the territory include all five Hupacasath reserves, and both fee simple and Crown lands and waters.

11. I know that the Hupacasath exercised and continue to exercise their rights to all water, forestry, mineral and other resources in, on, under or over the above lands within our territory. I also know there are burial sites, village sites, sacred sites, fishing stations and areas, hunting areas, harvesting/gathering areas and traplines that the Hupacasath have used and continue to use.

12. I, as a Hupacasath member exercise many different aboriginal rights within the territory and the ability to do so is extremely important to me.

13. I have been taught and know to be true through the oral history of the Hupacasath that since long before the unilateral assertion of British Sovereignty or contact with Europeans, the Hupacasath band members and their ancestors have had the right to and have lived within their traditional territory. We have also possessed, used, harvested, traded, managed and conserved the resources on and within the traditional territory, according to our needs. The Hupacasath members of the Hupacasath First Nation have harvested, used or traded the resources within our Territory. These resources included, but are not limited to, various species of marine life including: fish, shellfish, aquatic plants and marine mammals; various species of terrestrial animals including mammals and birds; trees and tree parts; plants and plant parts; minerals; and water and other resources.

14. I also know that the Hupacasath have protected and maintained the boundaries of the traditional territory and exercised our rights within those boundaries. We have in the past defended our ownership of the territory with force. The Hupacasath have expressed our ownership of the traditional territory through our oral traditions, ceremonies, regalia, history, legends and songs. We have also confirmed our ownership and rights of the territory through our practices, pictographs and markers. This has all been done according to our laws, customs and practices.

15. Our practices and activities have continued to the present day to the extent they have not been restricted or prevented by interference from the federal and provincial governments, settlers and third parties in the territory. These practices and activities are integral to the distinctive culture of the Hupacasath and constitute aboriginal rights (the "Aboriginal Rights").

16. The exercising of our rights within our territories is integral to who we are as a people, our ability to support our families and the continuation of our teachings and practices.

17. Through the years, the Hupacasath have developed a traditional use study which sets out the use of the territory, important places where we exercise our rights, and the location of important sites, landscapes and objects.

18. The Hupacasath have also developed a consultation and accommodation policy, which sets out processes and guidelines on how we want both federal and provincial governments to consult with us, to ensure our ability to exercise our rights continues.

19. We have also developed a Land Use Plan that sets out where development can and cannot occur and to what standard, and also identifies areas of vital importance to our people. Attached to this Affidavit and marked as **Exhibit B** is a true copy of Phase 2 of the Hupacasath Land Use Plan. It is a living document subject to continual change and updating, and which provides an important framework for our engagement with government and industry with respect to activity in our traditional territory.

20. The Hupacasath are very concerned that our ability to exercise authority over our traditional territory through the Land Use Plan could be compromised under FIPPA if future Chinese investors were to challenge changes or amendments to our Land Use Plan under that treaty.

21. An important component of the Land Use Plan is our Cedar Access Strategy, a true copy of which is attached to this Affidavit and marked as **Exhibit C**. We are presently very concerned that current cutting permits issued by the Province will allow harvesting that contravenes the Cedar Access Strategy, and have written to the Province in that regard (and are awaiting a response). Again, Hupacasath has serious concerns that a future Chinese investor in the forest industry in our territory (which, as I note below, may well be on the horizon in the near future) could bring a claim under FIPPA with respect to the Cedar Access Strategy.

22. In 2004, the Province consented to the removal of certain lands in our traditional territory from Tree Farm Licence 44 without any consultation with us. We

successfully challenged that decision in the British Columbia Supreme Court (see *Hupacasath First Nation v. British Columbia (Minister of Forests) et al.*, 2005 BCSC 1712). A lengthy period of consultation followed that decision, supervised by a court appointed mediator. That resulted in an agreement with the Province which was announced in July of 2012. A true copy of a News Release, dated July 26, 2012, is attached to this Affidavit and marked as **Exhibit D**. Hupacasath is concerned about whether future Chinese investment in the forestry industry in our territory might effectively compromise the ability of the Province to enter into such agreements, and whether they would give rise to an investor claim under FIPPA (not to mention a similar court decision also potentially giving rise to a claim).

23. The federal government is aware that the Hupacasath assert a number of Aboriginal Rights, including the following:

- a. the right to harvest, manage protect and use fish, wildlife, and other resources in our territory in priority to all other users, subject only to conservation;
- b. rights to the commercial sale of fish, wildlife and other resources to earn a livelihood;
- c. the right to harvest or use fish, wildlife and other resources in locations preferred by Hupacasath First Nation members within and beyond the territory;
- d. the right to have access to exclusive and preferred areas to harvest or use fish, wildlife and other resources;
- e. the right to build, maintain and occupy structures incidental to harvesting, using, managing or conserving fish, wildlife and other resources in our territory;
- f. the right to protect the habitats that sustain fish, wildlife and other resources which the Hupacasath have a right to harvest;

- g. the right to harvest and consume fish, wildlife and other resources to maintain the spiritual, cultural and physical health of Hupacasath First Nation members; and
- h. the right to harvest, use and conserve fish, wildlife and other resources and to protect and manage the habitat of fish, wildlife and other resources in accordance with traditional Hupacasath laws, customs and practices both in their traditional and their modern form.

24. The Hupacasath are participating in the B.C. Treaty process. The issues which are being negotiated include:

- a. land, law-making authority, selection and access;
- b. water and water resources;
- c. forestry and forest resources;
- d. fisheries and marine resources;
- e. language, heritage and culture;
- f. mining and subsurface resources;
- g. wildlife and migratory birds;
- h. governance;
- i. environmental management;
- j. fiscal arrangements, and
- k. general provisions.

25. I am aware of numerous agreements concluded between First Nations and the federal, provincial or territorial governments which specifically address the relationship between the rights of First Nations and Canada's international

obligations. Attached as **Exhibit E** are excerpts from the Maa-nulth First Nations Final Agreement. Attached as **Exhibit F** are excerpts from the Lheidli T'enneh Final Agreement. Attached as **Exhibit G** are excerpts from the Tla'amin Final Agreement. Attached as **Exhibit H** are excerpts from the Yale First Nation Final Agreement. Attached as **Exhibit I** are excerpts from the Yekooche First Nation Agreement in Principle. Attached as **Exhibit J** are excerpts from the K'ómoks Agreement in Principle. Attached as **Exhibit K** are excerpts from the Inuit of Labrador Land Claims Agreement Attached as **Exhibit L** are excerpts from the Tlicho Land Claims and Self-Government Agreement. Attached as **Exhibit M** are excerpts from the Westbank First Nation Self-Government Agreement.

26. The Hupacasath are concerned that the requirement that the exercise of the Hupacasath's governmental powers conform with Canada's obligations under FIPPA will be included in any treaty or Final Agreement we are able to conclude.

27. On Friday, October 12, 2012, I was informed about the Canada China FIPPA. I immediately contacted BCAFN Regional Chief, Jody Wilson-Raybould, to inquire what she knew about this treaty. Chief Wilson-Raybould was unaware of its existence.

28. At this point, I started researching everything I could find out about the FIPPA. Public information from major news outlets was absent on a such a significant, international treaty.

29. On October 26, 2012, the Hupacasath First Nation wrote to Prime Minister Stephen Harper expressing concerns about FIPPA. A copy of that correspondence is attached as **Exhibit N** to this affidavit.

30. On October 31, 2012, the Hupacasath again wrote to Prime Minister Harper, and stated their position that there must be consultation with First Nations, including the Hupacasath First Nation, prior to FIPPA being ratified. A copy of that correspondence is attached as **Exhibit O**. No response to this correspondence has been received.

31. I am aware that in December 2012, the Special Chiefs Assembly of the Assembly of First Nations adopted Resolution No. 37/2012 which directs engagement with the federal government to ensure that Canada fulfills its duty to consult and accommodate First Nations on FIPPA. Attached as **Exhibit P** is a copy of that Resolution. To my knowledge, there has been no consultation with any First Nations about FIPPA.

32. I am very concerned that if FIPPA is brought into force, it will have the effect of protecting the anticipated profits of Chinese investors in resource development in our traditional territories at the expense of our rights. I am also concerned that we will not be able to negotiate treaty rights to appropriately control, regulate or allocate resources used in our territory, or to enact measures to ensure appropriate environmental protection of our territories, because such authority may be inconsistent with the federal government's obligations under FIPPA.

33. I am aware that Island Timberlands, which has a large forestry operation on fee simple lands within our territory that are approximately 70,000 hectares in size, has already been working with Chinese companies that will invest in their parent company, Brookfield Asset Management. On November 4, 2012, The Wall Street Journal reported that China is preparing to invest about \$100 million in timber assets mainly on Vancouver Island. The Journal said China's government wealth fund, the China Investment Corp., is negotiating with Toronto-based Brookfield Asset Management for a 12.5 per cent stake in Island Timberlands, which owns about 254,000 hectares of forest land. Attached as **Exhibit Q** is a series of media articles on this matter.

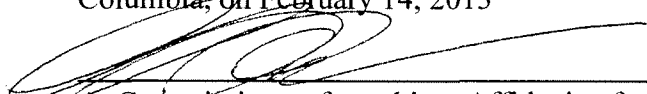
34. I know that there is a great need for forest resources in China and I am concerned that our territory which is rich in forest resources will be one of the areas targeted to obtain those resources. There are other resources within our territory that would be needed in China such as a large coal base.

35. I am concerned that if the Canada China Investment treaty is ratified and implemented that the Hupacasath will be negatively affected in a number of ways, which include the following:

- a. the Hupacasath may be prevented from exercising their rights to conserve, manage and protect lands, resources and habitats in accordance with traditional Hupacasath laws, customs and practices, and in the best interests of our members;
- b. the Hupacasath may be prevented from negotiating a treaty which protects their rights to exercise their authority in the best interests of the Hupacasath people, including to conserve, manage and protect lands, resources and habitats and to engage in other governance activities, in accordance with traditional Hupacasath laws, customs and practices, and in the best interests of our members;
- c. disputes over resource use between the Hupacasath and companies with Chinese investors will be resolved by the application of international trade and investment law, which I believe does not provide the same protections for Aboriginal Rights and title as Canadian constitutional law;
- d. because measures aimed at protecting the Hupacasath's rights and title may give rise to significant damages claims, the federal and provincial governments will be less likely to take steps to protect those rights, including engaging in adequate consultation and reasonable accommodation;

- e. the rights of Chinese investors, and the impact of any potential claim under FIPPA on Canada may be taken into account by the government and courts in determining whether a specific measure we seek to protect our rights and title would constitute reasonable accommodation.

SWORN BEFORE ME at the City of)
Victoria, in the Province of British)
Columbia, on February 14, 2013)



A Commissioner for taking Affidavits for)
British Columbia.)




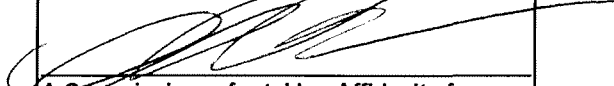
**CAROLYNE BRENDA
SAYERS**

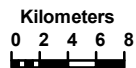
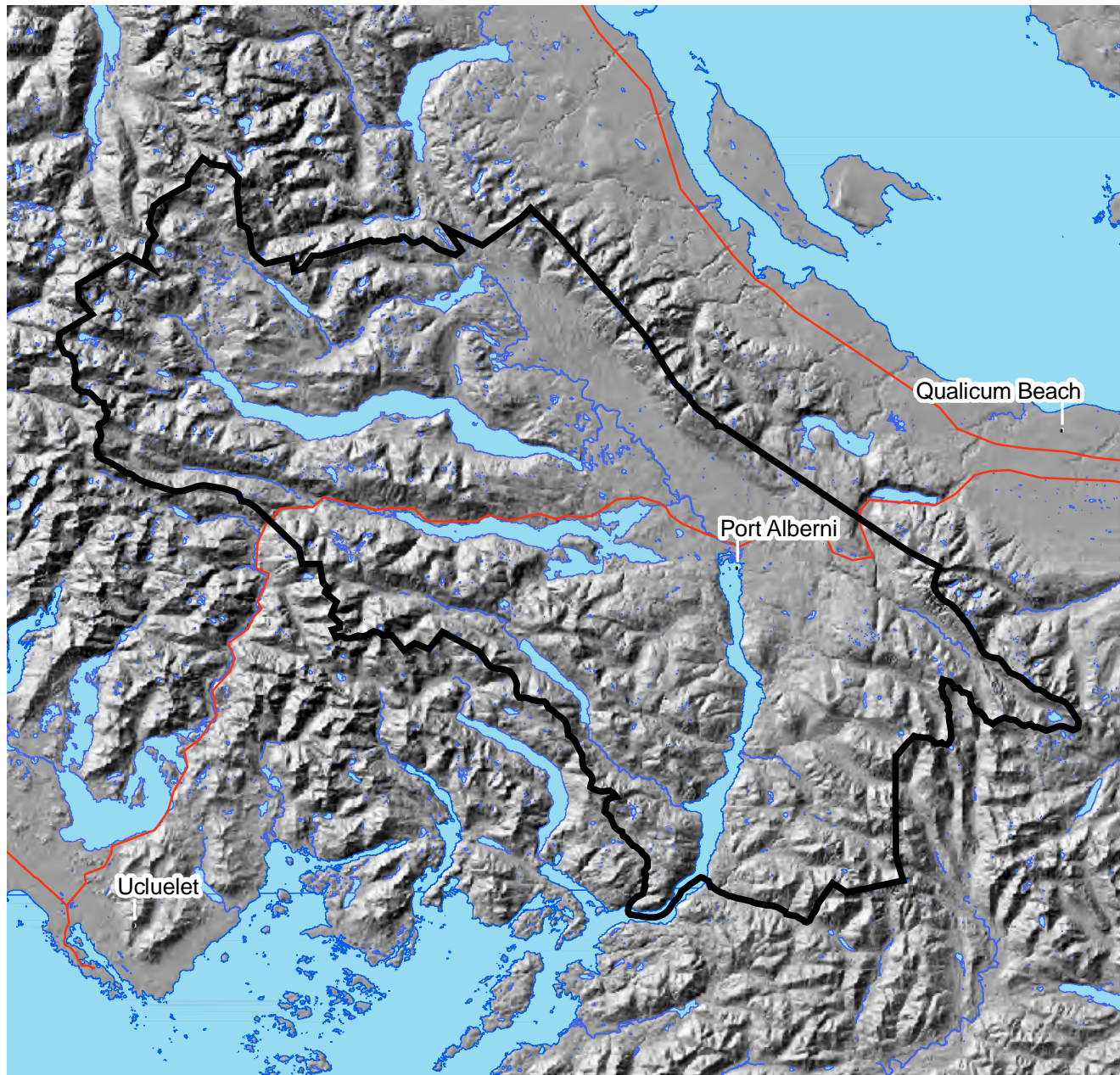
HEATHERINE J. BOIES PARKER
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127 Fort Street
Victoria, BC Canada V8V 3K9

Hupacasath First Nation Territory Map submitted to the BC Treaty Commission

-and-

Hupacasath First Nation Territory Land Use Plan Map


This is Exhibit A referred to in the
Affidavit of Carolyn ~~Carolyn~~ Brenda Sayers
sworn before me on February 14, 2013.

A Commissioner for taking Affidavits for
British Columbia



Produced by the
BC Treaty Commission

**Statement of Intent
Traditional Territory Boundary
Hupacasath First Nation**



This map represents approximate boundary of the traditional territory described in the First Nation Statement of Intent. The boundary is for illustrative purposes only, and may be updated in the future.



Land Use Designations Map

Legend

-  Lakes
-  Rivers
-  Mainland
- Land Use Designations**
-  Special Management
-  Resource Development
-  Protected Area
-  Traditional Use Area



Key Map



This is Exhibit B referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for
British Columbia

HUPACASATH LAND USE PLAN

PHASE 2

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SECTION 1: INTRODUCTION

1(1) Introduction

In 2003, the Hupacasath First Nation announced the completion of Phase 1 of their Land Use Plan. The key components to this plan include:

- Identification of the range of values important to Hupacasath;
- Summaries of which values are present in each Hupacasath Use Area
- Land use designations describing the level of development or protection appropriate in each Hupacasath Use Area; and
- Broad objectives highlighting management priorities (e.g. protection of fisheries, wildlife or water quality).

Phase 1 of the plan serves to make third parties aware, at the earliest stages of planning, of Hupacasath's interests in the territory. Building upon this framework, Phase 2 of the plan defines how the broad objectives can be met in a measurable way. The main components of this phase include:

1. Identifying cultural and ecological netdowns; and
2. Providing management standards for key indicators

When implemented together, these components will contribute to sustainable development in the territory and protection of the values outlined in Phase 1.

Phase 2 includes three types of standards:

1. Overarching – apply to territory as a whole
2. Special Management Area – apply to SMA designated planning units
3. Specific Area – apply to specific areas of the territory, in addition to the overarching and SMA standards.

The standards include:

- Background material - the context and rationale for the standard;
- Hupacasath standard – provisions requiring mandatory implementation; and

Phase 2 of the Land Use Plan is not a stand alone document and must be utilized and referenced in conjunction with Phase 1.

1(2) Plan Context

1(2)(i) Hupacasath Approach

The Hupacasath First Nation will implement this Land Use Plan with the cooperation of those who share their vision for holistic and sustainable development of lands and resources.¹

The Hupacasath First Nation (HFN) request stewardship and resource management that ensures Hupacasath cultural, ecological and resource values are protected in a sustainable manner. Decision-making should be guided by principles whereby cultural and environmental responsibility along with balanced use takes precedent over development.²

Holistic timber harvesting requires that sustainable harvest levels are conducted in an ecologically sensitive manner. It also takes into account other values attributed to cultural heritage and traditional uses of lands and resources. The recommendations in this Land Use Plan are led by the interest of promoting sustainability in the territory. These recommendations take the economic uses of the natural resources into consideration, but not in isolation from social and environmental considerations.

1(2)(ii) Basis for the Hupacasath Standards

Some may view this Land Use Plan as being overly prescriptive at a time of increased flexibility brought about by the new Forest and Range Practices Act. As planning will be undertaken on a cost-competitive basis under BCTS, professionals may find it quite acceptable and even desirable to have best management practice guidelines in place. Innovative approaches offered in this Land Use Plan are based on the best available information. Sustainable forest management based on principles of sound science and ecological principles have been the underlying direction taken in formulating this plan.

Unique Hupacasath standards have been developed with this plan. Some standards are overarching and apply to all zones appropriate for development. Other standards are to be applied specifically on lands designated as Special Management Areas. Additional standards have been developed specifically for lands adjacent to the Somass River Estuary as well as for waterways that are especially important to the fishery.

The development of management strategies and standards in the Land Use Plan adhere to the *precautionary principle* whereby, if there is a 'lack of full scientific certainty' about current results, and harm to a resource is possible, then a higher standard and/or alternative to the potentially harmful practice should be adopted.³

Innovative approaches offered in this land use plan are based on the best available information. Sustainable forest management based on principles of sound science and ecological principles have been the underlying direction taken in formulating this plan. The standards established in this land use plan are based in part on the knowledge and recommendations made by the expert Scientific Panel in their annual critique of Weyerhaeuser's Coastal Forest Strategy over the 5-

¹ "Sustainable development" means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

² "Stewardship" is defined as simply caring of the land and people who live on it.

³ Modified from the Environment Canada discussion paper on critical habitat for the species at risk recovery program (2004) and the Species at Risk Act (SARA).

**Hupacasath First Nation
TERRITORY LAND USE PLAN – PHASE 2**

year phase-in period of variable retention harvesting during 1999 to 2003.⁴ Other scientific reports, guidelines and reviews prepared by various experts that pertain specifically to coastal BC harvesting practices were also consulted and drawn from in the preparation of this land use plan.

In summary, Hupacasath standards established by this land use plan are based on recent research findings, the expert opinion of members of the forestry scientific community and local knowledge.

In any resource development initiative, it should be recognized that of utmost importance to the Hupacasath is the need to protect, enhance and restore salmon runs, water quality, fish and wildlife habitat, cedar (both old growth and second growth) and cultural heritage resources. These objectives derive from Hupacasath's stewardship role over their territory, and their need to be able to exercise their aboriginal rights to the fullest extent. These objectives guide resource development planning and decision making and are used in formulating management standards for this land use plan. To this end, it is recognized that ecological restoration of fish habitat is required. Also, higher resource management standards than those already established by government, may be appropriate.

⁴ The term "standards" used in this HFN LUP refers to recommended management practices.

1(3) Land Use Zoning

Driven by the need for balanced use through consideration that cultural and ecological responsibility takes precedent over economic development, Phase 1 of the Hupacasath Land Use Plan applied zoning as a technique to identify acceptable levels of resource development within the territory.

1(3)(i) Protection Areas (PAs)

Lands in this zone require protection from resource development that includes, but is not limited to timber harvesting, mining, large-scale tourism, hydro development and urbanization. Limited, sensitive development may only be acceptable in order to assist with the maintenance, protection, enhancement and traditional use of cultural heritage sites, traditional resource uses, fish, wildlife, water quality and old growth cedar. Any development of lands and resources in this zone requires Hupacasath consent.

Hupacasath Use Areas in this designation include:

- Doran
- Drinkwater / Della
- Grassy
- Maber / McBride
- Thunder

There are also several, smaller areas within the other Hupacasath Use Areas that require protection. Maps showing these areas will be shared only on a strictly confidential basis.

1(3)(ii) Special Management Areas (SMAs)

Resource development can occur in this zone, but only if HFN standards are applied. Higher standards than those currently set by government through legislation have been formulated and are to be applied, in addition to that required by legislation. Hupacasath standards have been developed to protect the values in this zone, and such standards take into account that cultural and environmental responsibility take precedent over economic uses and industrial development.

Hupacasath Use Areas in this designation include:

- Arbutus Summit
- Ash
- Beaufort
- Great Central Lake
- Hywatches
- McCoy / Devils Den
- Nahmint
- Oshinow
- Shoemaker
- Sproat Lake
- Taylor
- Barkley Sound & Offshore

1(3)(iii) Resource Development Areas (RDAs)

Resource development that includes timber harvesting, mining, large-scale tourism, hydro development and urbanization can take place in this zone while respecting Hupacasath rights and title. Such industrial activities must adhere to relevant legislation, be sensitive to fish, wildlife, cultural and other environmental values.

Hupacasath Use Areas in this designation include:

- Cameron
- China
- Chuchakacook
- Coleman
- Corrigan Creek
- Cous
- Handy Creek
- Lowry
- Mactush Creek
- Museum
- Pocahontas Point
- Roger Creek

SECTION 2: OVERARCHING STANDARDS

2(1) Overarching Standards

Overarching standards apply to those areas of the territory suitable for development: the special management (SMAs) and resource development areas (RDAs). Overarching standards contribute to the larger goal of sustainable development in the territory and include:

- Cultural Responsibility
- Consultation and Accommodation
- Planning
- Economic Sustainability
- Culturally Modified Trees
- Sustained Yield Timber Harvest Planning
- Red- and Blue-Listed Species
- Sensitive Ecosystems
- Herbicides

2(2) Cultural Responsibility

Background Information

Hupacasath's culture and very identity is tied to the land and resources in their territory. Sustenance, economic activity and sacred and spiritual practices all depend on the state of the territory and health of the resources. Therefore, the maintenance and respect of Hupacasath culture is largely dependent on the maintenance and respect of the territory.

Hupacasath culture is expressed through the land base in two ways:

1. Traditional Use – this includes, but is not limited to, the exercise of aboriginal rights (hunting, fishing, trapping, gathering, sacred and spiritual practices, self-government and economic use). Traditional uses may, or may not leave a physical expression on the land base.
2. Archaeological Sites – these are physical sites that include, but are not limited to, villages, camps, lithics and other artifacts, petroglyphs, cultural modified trees and burials.

The end goal is Hupacasath's continuance of their way of life, exemplified through the use of the lands and resources. This will require cultural responsibility from all resources users in the territory.

Demonstrating cultural responsibility includes: the identification of interests, uses and sites; management and access strategies; and where necessary, long-term protection.

Hupacasath Standards

Regarding the identification of interests, uses and sites:

- Resources are made available for Hupacasath to review all development plans in the context of identifying their interests and where additional investigation may be required.
- Use of trained Hupacasath crews for cultural heritage surveys and investigations.
- Use of RIC 3 inventory standards for cultural modified tree and archaeological inventories.
- Joint selection of professionals (e.g. archaeologists, ethnographers, researchers) working in the territory.
- Timber development plans (forest development plan amendments, forest stewardship plans, silvicultural prescription amendments and site plans) should recognize, accommodate and protect confidential Hupacasath cultural information. This may be through the adherence to negotiated information sharing agreements.
- Compensation, at a rate mutually agreed to, for the use of Hupacasath traditional and cultural knowledge.

Hupacasath Standards

Regarding management and access:

- Maintain natural resources to a level that Hupacasath is able to fully exercise their aboriginal rights and meet food, social and ceremonial needs, with priority second only to conservation.
- Allow unrestricted access to lands for resource use, with exceptions only for public safety and conservation.
- Provide consultation, joint decision-making and accommodation for all decisions related to and affecting cultural heritage resources, in a way that ensures their appropriate management and/or mitigation. In some case, consent will be required (see section 2(3) Consultation).
- Timber development plans (forest development plan amendments, forest stewardship plans, silvicultural prescription amendments and site plans) identify and make available old growth cedar trees suitable for canoes, carvings such as welcome figures, and housing, and second growth for cedar bark and carving in volumes that meet Hupacasath's annual needs (refer to Hupacasath First Nation Cedar Strategy, 2004).
- Regulate commercial use of traditional plants.
- In order to ensure a future supply exists of culturally significant tree species, timber development plans (forest development plan amendments, forest stewardship plans, silvicultural prescription amendments and site plans) include the requirement that where ecologically suitable, red and yellow cedar will be reforested to a level that will comprise a minor if not preferably a major stocking component of young plantations.

- Timber development plans (forest development plan amendments, forest stewardship plans, silvicultural prescription amendments and site plans) recognize the need for Hupacasath traditional uses to take place during road building and timber harvesting.

Hupacasath Standards

Regarding protection:

- Protect cultural heritage resources (e.g. sacred spiritual areas, trails, archaeological sites and culturally modified trees) in a way that maintains both the resource as well as the context in which it exists.
- Significant sites, as defined by Hupacasath, are taken out of the timber harvesting land base.
- Archaeological sites are protected as per the recommendations of a professional archaeologist. These recommendations take into consideration Hupacasath's cultural significance assessment.
- Any creek having "Sacred Significance" will receive a 100 meter buffer on both sides of the creek

2(3) Consultation and Accommodation

Background Information

Consultation is a good faith, reasonable information disclosure between the Hupacasath and the development proponent. Consultation is the key process that will engage Hupacasath with the development proponent to identify aboriginal interests and address mitigation and/or accommodation in the event that infringement takes place.

The B.C. government has a consultation policy that was last updated January 2003. It is the interpretation of many First Nations that this policy is inadequate for many reasons, the main ones including that it:

- Was developed in the absence of any First Nation consultation;
- Takes a narrow interpretation of case law;
- Provides line Ministries with the ability to assess the 'soundness' of a First Nation's claim; which only the courts should be able to do;
- Imposes timelines within which adequate consultation can not always take place; and
- Does not acknowledge that there is a cost to the First Nation to participate in consultation.

The duty to consult rests with the government. Many third parties have chosen to rely on the government to lead the consultation process with First Nations. However, an increasing number of development proponents are demonstrating proactive and innovative efforts to consult with First Nations. Third parties are showing the ability and willingness to bridge the gap between what government offers for consultation and what First Nations expect.

Accommodation is required when a proposed action will infringe upon Hupacasath's aboriginal rights.

The standards developed for consultation and accommodation are based on best practices and the pragmatic, but full, interpretation of relevant case law.

Hupacasath Standards

In regards to consultation:

- Consultation takes place for all issues, including but not limited to, management of land and resources, decisions about resource use and allocation, regulation and conservation of resources, strategic and operational issues, amendments, all levels of planning, rates of harvest and development, and distribution of development.
- Examination is made of Hupacasath information such as traditional use studies and the Land Use Plan, but the review of such information does not constitute full consultation in itself.
- Mutually acceptable arrangements are made to compensate Hupacasath for their costs associated with participating in the consultation process (e.g. staff or legal resources, mapping, community input).
- Mutually acceptable timeframes are established.
- Capacity gaps should be discussed, with creative methods discussed to address any capacity requirements so full participation in the consultation process is achieved.
- All parties and persons authorized to engage in consultation are identified, and their participation is maintained through the consultation process.
- To save time and financial resources, consultation is initiated when the proposed development is in the conceptual stage and before decisions have been made, versus when approvals are being sought
- A joint consultation process will be developed that takes into consideration the scope and level of potential impact that the proposed development may have, and incorporates the following legal components into the process:
 - Is conducted in good faith (*Delgamuuk'w*)
 - Has a full disclosure of information on a timely and continuous basis so the First Nation can make an informed decision (*Jack, John and John, Halfway, Sampson*)
 - Is meaningful (*Delgamuuk'w, Halfway, Taku*)
 - Has the purpose of substantially addressing the First Nation interest at stake (*Delgamuuk'w, Taku*)
 - Varies with the circumstances of each situation (*Sparrow, Sampson, Delgamuuk'w, Nikal*)
 - Occasionally may require, at the end, consent (*Delgamuuk'w*)

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- Has the duty to arise before legislation is enacted or measure taken (*Halfway, Jack, John and John, Sampson*)
- Includes the proponent informing itself of the First Nation's perspective, practices and rights (*Jack, John and John, Halfway*)
- Is proactive versus waiting for the First Nation to approach the proponent (*Sampson*)
Is separate and distinct from any public consultation process (*Mikisew*)
- Takes the claims of the First Nation seriously (*Alphonse*)
- Is conducted to the best ability of the parties (*Blueberry*)
- Endeavors to seek workable accommodations of the cultural and economic interests of both the aboriginal and non-aboriginal parties (*Haida, Taku*)
- Is a two-way street with an obligation on the First Nation to also participate in good faith (*Cheslatta, Ryan*)

Hupacasath Standards

In regards to accommodation:

- When determining appropriate accommodation, the priority interests of the Hupacasath over other users, based on Hupacasath's constitutional status, will be reflected (*Gladstone, Mikisew*).
- Accommodation will include both the cultural and economic interests of the First Nation (*Haida*).
- The substance of Hupacasath's concerns will be addressed (e.g. conditions of development).
- The form of accommodation will be mutually acceptable.

Standards Guidance

Possible means of accommodation include, but are not limited to:

- Alternative courses of action or amendments to the terms of development to address aboriginal interests.
- Revenue sharing
- Heritage fund arrangements
- Economic development opportunities (e.g. harvesting, employment, contracts)
- Providing access to resources for community needs

- Capacity building
- Acknowledgment and use of the Hupacasath Land Use Plan

2(4) Planning

2(4)(i) Meaningful Involvement in Planning Processes

Background Information

The Hupacasath Land Use Plan (Phases 1 and 2) were developed in part so that the First Nation could actively participate in planning processes from the earliest stages possible. This is necessary so that Hupacasath's values and interests can be accommodated before resources are unnecessarily spent and decisions already made. At least in the early stages of implementation of the land use plan, third parties can not just independently consult the land use plan during their planning processes. Instead, Hupacasath must be actively involved to ensure proper interpretation of the plans and to provide additional access to internal First Nation information. Fulfilling this requirement will reduce potential infringements on Hupacasath's aboriginal rights and increase the efficiency in which the First Nation can support proposed developments with a 'green letter.'

Hupacasath Standards

- The nature of planning processes that Hupacasath will be involved in and the scope to which they are involved will be guided by the Hupacasath Consultation Policy and any specific consultation protocols negotiated.

2(5) Economic Sustainability

Background Information

For thousands of years, Hupacasath have utilized the territory for sustenance needs. Sustenance includes not only direct use of the resources in the territory, but also trading with others for resources not found in the territory. This long standing practice of trade is one of the foundations for aboriginal rights having an economic component.

As the owners and stewards of the territory, there is an inherent right to derive benefit from the land and resources within the territory. Since the time of European contact, there has been extensive use of the resources by third parties, but little if any benefit flowing back to Hupacasath.

The Government of Canada, through the Indian Act, has created a situation of First Nations' dependence on government assistance. However, Hupacasath have worked diligently to reduce this dependence through the creation of own source revenue. Both existing and future development needs to acknowledge Hupacasath's right to long-term economic sustainability derived from the territory.

Hupacasath Standards

To achieve long-term economic sustainability:

- Resource tenures and/or ownership opportunities and economic development opportunities are established.
- Management of the lands and resources are consistent with the goal of encouraging eco-tourism opportunities.
- Stable, consistent employment opportunities with reasonable pay are available for all able community members.
- Revenue sharing from resources used by others in the territory, at a level that acknowledges Hupacasath's aboriginal rights and title, is established.
- Resource planning provides access to logs for value-added initiatives.

2(6) Culturally Modified Trees

Background Information

Based on Hupacasath's assessment of the cultural significance of Culturally Modified Trees (CMTs), CMTs may require protection. Efforts should be made to provide protection for CMTs and to attempt to ensure that CMTs do not become windthrown during or after logging. An assessment of windthrow hazard should include acceptance of CMTs as non-renewable resource features requiring protection. There are high social consequences, and potentially financial and/or legal consequences, should CMTs be impacted through logging practices.

Hupacasath Standards

- In order to avoid leaving CMTs along forested edges assessed as having a high windthrow hazard, locate cutblock boundaries and road right-of-ways with a 20 to 30 meter buffer. Moving falling boundaries to an edge consisting of open, small crowned trees is another option.
- Clusters of 3 or more CMTs (or single trees with high significance) require placement in long-term retention patches with a 20 to 30 meter buffer established along windward and windward diagonal edges.
- In areas of high windthrow hazard along edges with CMTs, edge windfirming (feathering, pruning or topping) may be appropriate. Another option is to carefully position long term retention patch(s) in order to reduce fetch distance and thereby reduce windthrow hazard.
- After careful consideration of all options, it may be necessary to harvest the CMTs in accordance with the Heritage Conservation Act and any special arrangements made during First Nation consultation. Hupacasath consent is required for the harvesting of CMTs, and the First Nation has the right of first refusal to access harvested CMTs for traditional purposes.

2(7) Sustained Yield Timber Harvest Planning

Sustained yield timber harvest planning determines the appropriate level of harvest to ensure long-term sustainability of both economic timber values as well as social and environmental values. As an overarching standard, the plan promotes sustained yield timber harvest planning. To achieve this, several factors are incorporated.

2(7)(i) Red and Yellow Cedar Forest

Background Information

Only a minor extent of unharvested forest in the territory is dominated by red and yellow cedar (2%, 1.2% respectively according to the Hupacasath Cedar Strategy). This highlights the need to conserve these species for Hupacasath cultural needs (e.g. canoe and construction logs) as well as to establish cedar in reforestation efforts (see section 2(2) Cultural Responsibility).

Hupacasath Standards

For red and yellow cedar, both second growth and old growth:

- The Hupacasath Cedar Strategy (2004) will guide management decisions for red and yellow cedar to ensure that there are adequate resources to meet Hupacasath's aboriginal rights.

2(7)(ii) Deletions of Forest Area from the Timber Harvest Land Base

Background Information

Hupacasath have identified areas within their territory as having highly significant cultural value. These are to be removed from the area to be managed for timber harvesting based on the view that these cultural features take precedent over development. Deletions from the working forest or timber harvest land base (THLB) should be undertaken in all designated land use zones (e.g. protected, special management and resource development areas).

Hupacasath Standards

Regarding the timber harvest land base:

- Areas that Hupacasath have identified as having significant cultural value will be respected by removing these areas from the timber harvesting land base.
- Maps showing areas to be deleted from the timber harvesting land base will be shared only on a strictly confidential basis.

2(7)(iii) Allowable Annual Cut Determination for TFL 44 and Arrowsmith TSA

Background Information

In his 2003 Allowable Annual Cut (AAC) Rationale for TFL 44, Deputy Chief Forester Ken Baker stated that *“there is no need at this time to partition by species to protect cedar from being over-harvested relative to its presence on the land base.”* He also stated that he would *“examine this matter closely at the time of the next AAC determination.”* Also that, *“if additional significant new information is made available to me in respect of the management assumptions upon which I have predicated this decision, or First Nations’ interests, then I am prepared to revisit this determination sooner than the five years required by legislation.”*

Adjustments to the management assumptions used by the Deputy Chief Forester may now be forthcoming for two key reasons. Importantly, tenure on the land base has changed significantly since the current AAC determination for TFL 44. This is due to government “takeback” of Crown lands as well as privately-owned lands being removed from the TFL 44 land base. Also, based on recommendations made in this Hupacasath Land Use Plan, revision of the original inputs and assumptions used in the timber supply analysis may now be necessary. Specifically, sacred areas currently zoned as Protection Areas in the Land Use Plan should be removed from the THLB. Additionally, standards identified in the plan may affect netdowns previously used in the timber supply analysis. Therefore, base case modeling used in the AAC determination may not adequately reflect the Hupacasath’s interests with respect to their territory. For these reasons, the THLB may be over-estimated with respect to timber supply and likely should be re-examined. Due to a transfer of tenured lands, such factors should also be taken into account in an ACC determination for the Arrowsmith TSA.

The Hupacasath make recommendation in this Land Use Plan for careful and judicious use of standing stem helicopter harvesting under the retention silvicultural system employing modified variable retention standards. Certainly, harvesting timber from areas not typically harvested in the past requires adherence to forest practices constraints. Use of this form of non-conventional harvesting in previously constrained areas may at least partially offset the effect of implementing HFN standards established in this higher level plan.

First Nations have made recommendations to decrease the rate of harvest of old growth red and yellow cedar to ensure sustainable traditional and cultural use of this species. It may be timely to review documentation of the volume of cedar harvested relative to the volume of cedar in the inventory profile. Strategies should be developed to ensure both short and long-term supplies of cedar are adequate and sustainable to meet an expanding First Nation population.

Hupacasath Standards

In relation to the AAC determination:

- The Hupacasath Phase 1 and 2 Land Use Plans, and Cedar Access Strategy will be reviewed by the Chief Forester for the purposes of assessing the availability of cedar for Hupacasath needs, and removing identified areas from the timber harvesting land base. The AAC will appropriately reflect these two factors.

2(8) Red- and Blue-Listed Species

Background Information

The decline in the population of a species can often be explained by a loss of habitat. It is therefore essential to identify habitat that is critical to a species' survival and to protect it. The federal Species at Risk Act (SARA, 2002) is now fully implemented with identification of species at risk provided by COSEWIC (Committee on the Status of Endangered Wildlife in Canada). When critical habitat is located on private or provincial lands, it is to be protected through other agreements, higher level land use plans or other provincial laws.

Provincially, the Ministry of Water, Land and Air Protection (MWLAP) has established the list of 'Species at Risk' "that may be affected by forest or range management on Crown land and require protection in addition to that provided by other mechanisms." 'Regionally Important Wildlife' has also been identified by MWLAP. Habitat requirements and recommendations for management called 'Accounts and Measures' have been developed by MWLAP and must be utilized when developing specific strategies for habitats of species collectively named 'Identified Wildlife' (Species at Risk and Regionally Important Wildlife). Some of these species are found within the Hupacasath territory.

Landscape level planning should establish habitat provisions for 'Identified Wildlife'. For instance, if ecologically suitable, Marbled Murrelet (*Brachyramphus marmoratus*) habitat may be designated as wildlife habitat areas (WHAs) within Hupacasath Protection Areas (PAs). This should only be done if suitable habitat is located within the Hupacasath PAs. At the cutblock level, habitat for Red-legged Frogs (*Rana aurora aurora*) may be benefited by placing long-term retention patches on small wetlands not otherwise protected under legislation. The interspersions of forested and wetland habitats has been shown to be particularly important for this species. Weyerhaeuser (2001) found that at least 50% of red-legged frogs remained in larger retention patches of 0.3 hectares. Another example of a listed species found within the Hupacasath territory is the 'Queen Charlotte' goshawk (*Accipiter gentilis laingi*).

Hupacasath Standards

- Refer to the federal Species at Risk Act (SARA, 2002) and MWLAP 'Identified Wildlife' to identify all species requiring long-term habitat provisions.
- Utilize MWLAP 'Accounts and Measures' when formulating innovative recovery strategies for habitat management and conservation.
- Manage for species at risk with the aim of recovering or adequately protecting these species at a level where they are no longer at risk.
- Utilize long-term retention patches for Red-legged Frogs of at least 0.3 hectares in size when applied to riparian habitats not otherwise protected by legislation. A 30 meter buffer on small wetlands is preferable.

2(9) Sensitive Ecosystems

Background Information

Ecosystems identified in a Sensitive Ecosystems Inventory (SEI) are often remnant, rare and fragile ecosystems and may provide critical habitat for both species and ecosystems at risk. In TFL 44, Terrestrial Ecosystem Mapping (TEM), forest cover inventory and other relevant data have been used by Weyerhaeuser to create a Sensitive Ecosystems Inventory (SEI). SEI is a valuable tool that can be used in identifying sites of high biological value. The BC Conservation Data Center has prepared red lists for species and plant communities identified as being extirpated, endangered or threatened in BC and blue lists for those identified as being of special concern.

Hupacasath Standards

- Utilize the Sensitive Ecosystem Inventory prepared by Weyerhaeuser for TFL 44 to identify areas requiring protection in timber harvest planning.
- Harvest planning standard units containing red or blue-listed plants and/or overlap with plant communities as described by the BC Conservation Data Center, should be largely positioned within cutblock reserves (e.g. retention patches, riparian reserves, WTPs or others as required by legislation).

2(10) Herbicide Use

Background Information

Brush problems can be overstated and at times young tree seedlings require only a 'slight edge' in order to grow through competing brush. At other times, a 'wait and see approach' can be successful in allowing coniferous leaders sufficient time to 'break free' of competing vegetation. Sometimes though, competing vegetation is present in sufficient coverage before logging that once overstory trees are removed thereby facilitating full sunlight, a competing brush species like salmonberry (*Rubus spectabilis*) on an old floodplain or on an upland moisture-receiving site will readily invade and take over productive sites where reforestation of conifers is intended. Bigleaf maple (*Acer macrophyllum*) regenerates aggressively from stumps in the form of coppice sprouting and can quite quickly become a major competitor in young plantations. Neither salmonberry nor maple are effectively controlled through manual means but are controlled quite well with Vision® (spray application) and Garlon® (thinline basal spray application), respectively.

Depending on site conditions and species involved, manual treatments may be a viable alternative to herbicide use. This works reasonably well for a dry-site species such as bracken fern (*Pteridium aquilinum*), although repeated treatments are usually necessary. Girdling competing red alder (*Alnus rubra*) works very well once stems are large enough in diameter for girdling without breaking stems off completely thereby causing stem sprouting. Small red alder can be pulled from the soil if still quite young and roots are not extensive. Even fireweed (*Epilobium angustifolium*) can be problematic by smothering regenerating conifers over winter, but such dense colonies usually aren't a concern on the coast. Competing salal (*Gaultheria shallon*) is generally disturbed enough through logging such that adequate plantable area is available for reforestation, although not always.

Prescribed burning was an effective tool for reducing extensive salal competition, but with leaving extensive forested retention patches through variable retention logging, the burning option has become much less viable. Also too, concerns about smoke at a time of increased public awareness about carbon emissions in relation to global warming has reduced the acceptability of broadcast burning as a vegetation management tool.

Prompt planting (e.g. first spring or fall season after prime harvest completion) and not waiting for naturals to become established on sites prone to competing brush is the best strategy. Modifying free-growing stocking standards is sometimes required in meeting long-term silvicultural objectives on brushy sites. Reduced inter-tree spacing when planting along with longer free-growing time periods may be required. A postharvest assessment by a qualified professional should determine where waiting for naturals is appropriate and where planting must occur in the next spring or fall season in order to gain a foothold prior to brush becoming well established.

Establishing and growing red alder as a commercial species on select sites may be desirable. These richer sites often have a brush component though, frequently comprised of salmonberry. Even if alder is a preferred species, natural regeneration of alder is not desirable. Harvesting alder when stored carbohydrate reserves in the root systems are at their lowest level due to leaf growth (e.g. $\frac{3}{4}$ to full leaf) helps control the extent of alder stump sprouting. Careful logging that minimizes soil exposure also helps prevent dense re-establishment of alder which reproduces readily from seed. Even after taking these precautions, a pre-planting herbicide application may be necessary for successful establishment of alder seedlings due to competing brush.

At times, control of dense vegetation may be necessary to ensure adequate water, light and nutrients facilitate seedling survival and growth. Knowledge of how competing vegetation reproduce and respond to treatment are integral components of a successful vegetation management program (Coates, Haeussler and Mather, 1990).

Judicious use of herbicides may be the only viable option if certain sites are to be harvested. Applying minimal rates can be quite effective in achieving partial kill of select vegetation yet provide enough relief to allow conifers to grow through the brush. A complete kill of competing vegetation is seldom necessary or desirable. Timing of application should be when the target vegetation is in its most vulnerable state. Foliar treatment timing should coincide with optimal translocation of the active ingredient (e.g. active growing season with full leaf) but also when conifers have hardened off and are less susceptible to herbicide damage (e.g. late summer to early fall). Species such as maple, sprouts readily and is best controlled with a stem treatment timed to coincide with slow growth or applied in the dormant season. Site-specific prescriptions should be applied to small, stratified portions of the plantation that have been assessed as being highly unlikely to survive the effects of competing brush. Only these areas should be considered for treatment.

Qualified professionals must also rely on their own judgment and local experience when evaluating the need for chemical control in vegetation management. Early assessment of the problem may allow less area to be treated and at reduced rates if applied before competing vegetation becomes well established. Post application follow-up should be undertaken to assess effectiveness, to refine application prescriptions and to determine whether silvicultural objectives have been met.

Herbicides should not be relied upon as a 'quick fix' or as a panacea to poor forest management. Prompt reforestation using larger, fast-growing seedlings on brushy sites is a good approach that reduces the number of times vegetation becomes a competition problem. Herbicides should only be used sparingly and as infrequently as possible and only when all alternatives have been explored. Judicious use requires that only a minimal amount of chemical is applied at the proper time, to produce sufficient control rates that allow conifers to overtop competing vegetation and become free growing.

Hupacasath Standards

Concerning vegetation management approaches:

- Where applicable, qualified professionals develop harvest plans that incorporate proactive vegetation management strategies such as harvesting in such a way that subsequent competing vegetation is minimized. Such plans must then be implemented.
- On brush-prone sites, carry out prompt reforestation (e.g. first spring or fall season after prime harvest completion – see section 3(11) NSR) using larger, fast-growing seedlings.
- Manual methods of vegetation management are employed wherever possible.
- Ongoing and early assessment of brushy sites are stratified on the basis of:
 - Most likely to grow out of competing brush (e.g. within 80 to 100% of brush height);
 - May require brush control (e.g. within 50 to 80% of brush height);
 - Likely requires brush control for seedling survival (e.g. below 50% of brush height).

Regarding herbicide prescriptions:

- After proactive steps as described above are taken, judicious use of herbicides may be acceptable for sites which are absolutely in need of treatment if it is clear that young seedlings will not survive. Reductions in growth rates are not a primary concern of the Hupacasath.
- Herbicides should only be used sparingly and as infrequently as possible and only when all alternatives have been explored.
- Site-specific prescriptions should be applied to small, stratified portions of the plantation that have been assessed and conifers are deemed unlikely to survive.
- All fish bearing streams will have a 50 Meter buffer on both sides and all non-fish bearing streams will have a 30 meter buffer on either side. Herbicides will not be used within these riparian buffers.
- Apply only minimal rates to achieve sufficient partial kill of target vegetation and not damage the current year's growth of young conifers.
- Application should be timed to occur only when the target vegetation is in its most vulnerable state and when conifers have hardened off and are less susceptible to herbicide damage.
- Herbicides will not be used within buffers established on Sacred Creeks. Only manual vegetation management approaches will be accepted.

SECTION 3: SPECIAL MANAGEMENT AREA STANDARDS

3(1) Special Management Area Standards

The following standards apply to lands within the territory designated as Special Management Areas (SMAs). Special Management Area standards contribute to the larger goal of sustainable development in the territory and include:

- Water Quality
- Roads
- Riparian Buffers
- Landslide Hazard
- Terrain stability Field Assessments (TSFAs)
- Variable Retention Timber Harvesting
- Windthrow Management
- Salvage of Windthrown Timber
- Standing Stem Helicopter Harvesting
- Forest Health
- Not Satisfactorily Restocked (NSR) Area

3(2) Water Quality

Background Information

Water quality objectives (WQOs) for community watersheds have been required under the Forest Practices Code (FPC) in effort to prevent possible negative impacts to water quality from timber harvesting and related practices. Among other things, the FPC also required terrain mapping, terrain stability field assessments, watershed and erosion assessments and it provided for riparian buffer zones during harvest and other forest practice rules related to water quality. Under the new results-based Forest and Range Practices Act (FRPA), objectives are to be set within each community watershed.

WQOs can include benchmarks or acceptable levels for such criteria as turbidity levels, temperature, stream flow, organic matter, levels of fecal coliform, nitrate/nitrite concentration and pesticides. Forestry can increase turbidity, nutrients and raise water temperature yet natural processes can have a similar effect. Usually, pre-disturbance data is lacking against which forestry impacts can be compared. Specifying the natural variation of water quality may be difficult or even impossible to achieve and requires long term monitoring. An event such as a landslide may cause a brief but quantifiable spike in substandard water quality, but pre-slide data needs to exist in order to determine the impact. It has been estimated that costly water sampling should take place over a three year period in order to establish baseline information. Therefore, WQO standards may not be enforceable in forestry because of the practical difficulties of: 1) proving that a particular forest practice exceeded natural variability or normal levels for parameters being

tested, 2) the high cost and at times unreliable accuracy of testing, and 3) the long time required for some impacts to appear also makes assigning responsibility difficult. Measuring results after something potentially damaging has occurred does not prevent damage from occurring. WQOs may indicate specific goals or results to be accomplished but they don't prescribe how to accomplish the end result (Forest Practices Board, 2003).

A better approach is to establish standards for assessing hazards and for best management practices that attempt to prevent damage to water quality. It is much more practical to set standards for road building and timber harvesting related to: 1) an acceptable amount of soil disturbance, 2) limitations on the amount of area taken up by permanent roads, 3) construction of temporary or permanent stream crossings, 4) prohibition against introducing excessive sediment or logging debris into streams, 5) use of riparian buffers, 6) requirements for terrain and hazard assessments, and 7) logging and site plans being required to incorporate terrain stability and erosion potential assessment results (Forest Practices Board, 2003).

Hupacasath Standards

- In the absence of baseline water quality information for each watershed within the Hupacasath territory, WQOs cannot be established for this LUP. However, standards relating to road construction, timber harvesting and planning that serve to prevent or reduce the impact of forestry operations on water quality are given in this LUP. These standards may be used effectively when monitoring forestry operations in relation to potential impacts on water quality.

3(3) Roads

Background Information

Roads and stream crossings influence sedimentation which in turn influences water quality, salmon and other fish. Roads are probably the single most destructive element in terrestrial landscapes worldwide that have been altered by human activity (Noss 2003). In coastal BC, the Coastal Watershed Assessment Procedure (CWAP) primarily considers road densities (km of road per km² of watershed) and number of stream crossings to indicate watershed condition. Since not all road and/or stream crossings are built to the same standard, this measure of watershed health may be used with some degree of caution. Erosion from the cutbank-ditch has been shown to be the largest contributor of sediment followed by the road surface. Extremely high levels of erosion are frequently associated the scour of the ditch. The key factor in controlling erosion is the road drainage system itself (Carson, 2002).

In coastal conditions having heavy rainfall, particular attention should be given to establishing high standards of road design, construction and maintenance in order to control road-related soil erosion.

Hupacasath Standards

In relation to roads and to help ensure water quality and fish values are maintained:

- Utilize temporary, rather than permanent roads, wherever possible.

- Minimize road width.
- Minimize the damming effect of the road prism by dispersing ditch and surface water rather than concentrating it.
- Utilize cross ditches and drainage culverts frequently (e.g. placing culverts or ditch blocks uphill from stream crossings to move sediment onto the forest floor for absorption).
- Keep spoil material out of riparian management areas.
- Minimize right-of-way width at stream crossings, maintaining natural drainage patterns of watercourses.
- Maintain rough surfaces on cutslopes.
- Create ditches and fill slopes that facilitate revegetation.
- Recognize sediment liabilities of old roads and drainage structures.
- Ensure that concentrated flow is not diverted onto erodible slopes.
- Construct cutbanks at a stable angle to prevent bank failure.
- Observe roads and drainage structures during heavy rains in order to identify further soil conservation modifications.
- Recognize that speed of revegetation and resulting vigor of vegetation cover are very important in controlling sediment movement along cut and fill slopes and through ditches.
- Complete direct seeding or hydroseeding with fertilization of disturbed ground immediately following road construction or deactivation.
- Limit the amount of land taken up by permanent access structures (PAS) to a maximum of 7%, to be calculated on a cutblock basis. Where not possible, document a sound rationale. Utilize temporary access structures (TAS) to make up the balance of roads required for timber development or use non-conventional harvesting methods in order to keep the amount of area taken up by roads to a minimum.
- Deactivate TAS roads immediately after harvesting is complete (e.g. cutblock logging residue has been assessed).
- Implement CWAP report recommendations as per approved Forest Development Plans.
- Identify steps through conducting a Watershed Assessment Procedure (WAP) process to restore and ensure the health of watersheds specifically in relation to water quality and fish. Include not only the requirements for road-related activities (e.g. deactivation) but also the identification of areas in need of in-stream rehabilitation and the restoration of fish habitats.
- Assess road surface soil erosion hazard during road planning, construction, maintenance and decommissioning to identify areas where management steps must be taken to maintain water quality and avoid high levels of sediment introduction to streams. In areas of high to very high erosion hazard, special measures may be required to control erosion from the road surface, cutbank and ditch. Document mitigation strategies and incorporate them into the road design.

3(4) Riparian Buffers

3(4)(i) Small Streams

Background Information

Small headwater streams may be important for maintaining the productive capacity of downstream fish habitat through import of nutrients, insects and organic matter (Weyerhaeuser, 2003). Additionally, high summertime water temperatures can be a problem for downstream fish. Logging can increase the summertime temperature of a forest stream by removing vegetation that shades the water's surface (Teti, 2003). Denny Maynard (Maynard/Golder and Associates, 2003) did an analysis of local landform types to determine those with the highest rates of landslide activity. Several landform features associated with streams were found to have the highest probability of landslide occurrence. A description of appropriate riparian management is described in section 3(5) entitled Landslide Hazard.

There are no required guidelines or regulations for managing the effects of forest practices on stream temperature under either the Forest Practices Code of British Columbia Act (FPC) or under the recently approved Forest and Range Practices Act (FRPA). The retention of trees for stream temperature protection in riparian areas of S4, S5 and S6 streams is identified as a best management practice in the Riparian Management Area Guidebook (Province of British Columbia, 1995), but riparian reserves are not mandatory on those stream classes. Reserves are required under both sets of legislation for streams classed as S1, S2, and S3 and for smaller streams in community watersheds. Under FRPA, streams designated as temperature sensitive must not have an increase in stream temperature that causes an "adverse impact on fish."

Hupacasath Standards

In relation to the buffering of small streams classed as S4 and those having moderate to high or high debris transport potential and classed as S5 and S6:

- Riparian reserve buffers for those small streams a minimum of 30 meter width on both sides of small streams.

3(4)(ii) Fisheries-Sensitive Zones

Background Information

Fisheries sensitive zones (FSZs) are an important part of the drainage basin that do not meet the legislated definition of a stream, lake or wetland, but are occupied at least part of the year by fish. These small channels are most often located within a floodplain but are also found at the headwaters of drainages. In coastal watersheds, off-channel areas are frequently important as over-winter habitat for Coho salmon and Cutthroat trout juveniles and can contribute substantially to overall survival. The importance of these small features to fish populations should not be underestimated (Province of British Columbia, 1995).

Legislation does not require tree retention or that these features be mapped unless large enough to be identifiable on a 1:20,000 scale map. Best management practices in the Riparian Management Area Guidebook (Province of British Columbia, 1995), suggest falling and yarding away, to avoid constructing road through them, to maintain a 5 m machine free zone, to retain non-merchantable trees and understory vegetation within 5 m where practical, to avoid introduction of sediment and debris and to avoid restrictions to water flow and fish. These are all advisable and good practices, but because there are few guarantees about fish use, it may be wise to apply an added measure of caution when avoiding all unnecessary damage to fish habitat. Application of riparian buffers may therefore be prudent. Also, mapping of FSZs is advisable as it will help harvest operators and others when carrying out careful logging practices adjacent FSZs.

Hupacasath Standards

In relation to FSZs:

- Riparian reserve buffers should be a minimum of 50 meters wide.
- Where there is a high hazard of windthrow damaging or destabilizing the integrity of the FSZ as fish habitat, exemptions are acceptable but should be well documented.
- FSZs should be mapped along with other watercourses.

3(5) Landslide Hazard

Background Information

A landslide inventory for the Nahmint and Upper Kennedy watersheds as well as the Mactush and Cook Creek watersheds has been carried out by Denny Maynard (Maynard/Golder and Associates, 2003). For this, he used five sets of air photos dating back to 1970 and integrated this with existing terrain maps in order to supplement the existing five-class terrain stability mapping that is currently used. Additionally, he did an analysis of landform types to determine those with the highest rates of landslide activity. He determined that on steep terrain (e.g. > 55% slope), inner gorge or stream escarpments, gully headwalls or sidewalls and concave headwater basins had the highest likelihood of landslide delivery to streams (e.g. up to 92% probability).

Recent changes to legislation include a provision in section 37 of the FRPA that:
“An authorized person who carries out a primary forest activity must ensure that the primary forest activity does not cause a landslide that has a material, adverse effect on a matter referred to in section 149(1) of the Act.”

However, guidance is not given as to what constitutes a landslide or a material adverse effect. In the absence of clarity on these issues, it seems advisable to make every effort to avoid causing landslides through timber harvesting activities that may impact upon other resources. In timber harvest planning, informed decisions are based on assessments of site conditions. Cutblock and road layout should utilize knowledge of those landform types most likely associated with landslides and to take steps to reduce the level of hazard. A reasonable approach is to establish riparian buffers along susceptible landforms.

Another issue for consideration is windthrow hazard. Trees left standing along riparian areas may experience some degree of windthrow thereby potentially impacting downstream fish resources through the introduction of sediment and/or debris. Tree left standing provide long-term bank stability, provide wildlife habitat and serve to protect water quality. On steep slopes with landforms susceptible to landslides, reasonably wide buffers may be appropriate.

Hupacasath Standards

In effort to reduce landslide hazard associated with timber harvesting and to protect other resources:

- Buffers are to be established on steep terrain (>55% slope) with landforms most likely to initiate landslides, including inner gorge or stream escarpments, gully headwalls and/or gully sidewalls or concave headwater basins.
- Riparian reserve buffers should be a minimum of 30 meters wide.
- Reducing high windthrow hazard through crown modification and/or selective tree removal (feathering) may be advisable with emphasis placed on creating a more windfirm and stable forested edge.

3(6) Terrain Stability Field Assessments

Background Information

Terrain Stability Field Assessments (TSFAs) as outlined in the Mapping and Assessing Terrain Stability FPC guidebook (1995) are expected in moderate to high hazard areas to ascertain the likelihood of landslide occurrence that may result in a "material adverse effect" to watercourses supporting fish or overall water quality, or other forest resources. In order to adequately manage and conserve resources, TSFAs are required for timber harvest planning where proposed cutblocks and/or roads are within or adjacent to landforms and terrain that have a moderate to high likelihood of landslide occurrence. In areas where very high value resources are at risk, it may be appropriate to evaluate lower hazard areas as well.

Hupacasath Standards

TSFAs are required for lands within and adjacent to proposed cutblocks and/or roads:

- In the Nahmint watershed where recent terrain and landslide hazard mapping (Denny Maynard and Associates Ltd. /Golder Associates Ltd., 2004) indicates a likelihood of >2 landslides per 100 hectares.
- For lands within other watersheds in the Hupacasath territory that contain:
 - >55% slopes and inner gorge or stream escarpments, gully headwalls and/or gully sidewalls or concave headwater basins.
 - >55% slopes or class IV or V terrain, or areas mapped as potentially unstable or unstable terrain.
 - Historic instability or areas with field indicators of present or past slope movement.
 - Fans that could be destabilized by a landslide or forest harvesting.

Hupacasath Standards

In relation to the content of TSFAs:

- TSFA traverses along falling boundaries must describe the terrain inside and outside (+/-50 m) the falling boundary.
- Traverses along road alignments must describe the terrain immediately upslope and downslope of the centerline.
- Additional traverses within the proposed cutblock area may be necessary to fully evaluate and describe terrain conditions.
- In cases where a definitive map or air photo determination can not be made, areas which are sometimes a considerable distance below the cutblock or road will need to be evaluated on the ground to adequately assess and identify potential landslide runout zones and resources at risk.
- Include an assessment of landslide likelihood, runout distances and potential damage to resources. TSFA reports should discuss the likelihood of landslide initiation (from roads, harvesting or windthrow) as well as likely runout distances, expected landslide size ranges and any environmental effects that are likely to occur as a result of landslide activity (including but not exclusive to effects on streams, lakes, standing timber and soils). Sound rationales and/or the data supporting these interpretations must be provided.
- An indication of windthrow hazard adjacent to unstable terrain and forest resources should be included, or the TSFA should specify those areas where windthrow could be a concern and recommend that a windthrow hazard assessment be done.

3(7) Variable Retention Timber Harvesting

Background Information

Forest management that attempts to sustain biodiversity through the use of variable retention timber harvesting will better serve values held by the Hupacasath than would clearcutting. The scientific community has expressed ecological concerns about clearcutting based on the simplification of forest structure and the resulting impact on biological diversity. There is concern that even-aged forest management practices such as clearcutting do not adequately protect forest structural elements or leave biological legacies (e.g. snags, downed logs, large old trees) to meet the needs of wildlife following timber harvest. Retention of valuable biological structural elements does much to achieve ecological objectives.

Variable retention refers to the overall harvesting approach whereas the retention system refers to a specific silvicultural system. The key element of variable retention systems is to leave portions of the existing stand unharvested. Leaving both dispersed trees and grouped forest patches provide biological legacies as “lifeboats” for species and processes after logging and before forest cover is reestablished and provide better “connectivity” between larger reserves. Remnants contribute to continuous landscape cover and provide pathways for functional habitat needs such as migration and foraging. These structures provide habitat for many species including those that utilize old-growth forests. Variable retention harvesting follows nature’s model by retaining part of the forest after harvest. A wider array of forest management goals are met through use of the retention system than by clearcutting.

Hupacasath Standards

In relation to preferred silvicultural systems to be used in timber harvesting:

- All timber harvesting be done so in accordance with retention system standards.

Hupacasath Standards

Concerning retention levels:

- Long-term retention targets are required to be at minimum, 30% of total harvestable area. This target includes areas required by legislation (e.g. wildlife tree patches and riparian reserves) as well as additional areas left as a biological legacy.
- Both the level of retention and amount of forest influence are to be recorded to ensure due diligence with regard to maintaining more than 50% of the cutblock under forest edge influence.

Hupacasath Standards

In order to ensure that retention is dispersed within the cutblock:

- At least 30% of retention should be visual within cutblock retention as opposed to perimeter or outer edge cutblock retention.

Hupacasath Standards

Related to cutblock planning and layout for variable retention timber harvesting:

- Attempt to include dispersed retention along with group or other retention patterns in order to provide a mix of structure and a greater range of conditions for wildlife. Instead of leaving single, dispersed trees, a better option is to leave a small clump of trees along with saplings and intact vegetation.
- Narrow riparian bands of timber (e.g. 5-10 meters) left along small streams are highly vulnerable to windthrow. If retention groups are established along S4, S5 and S6 streams, they should be a minimum of 20 meters wide along either or both sides of streams. In order to further help trap sediment, wider retention should be established at the juncture of road and stream crossings upstream from fish streams.
- The leading windward edge of riparian retention should be located on well-drained soil. Wet soils limit root growth and increase the risk to windthrow. Highly productive riparian areas generally produce larger crowns that are more susceptible to windthrow. Edge windfirming may be required in areas of high windthrow hazard.
- Make “lifeboating” on biological anchors the priority in retention placement. Center retention patches on biological anchors that include but are not limited to: snags, old coarse clumps or other late seral conditions, wildlife trees, riparian areas including small wetlands or depressions including fisheries sensitive zones, deciduous trees, rare or endangered ecosystems, unique plant assemblages, areas with extensive moss cover, rock outcrops, scrubby timber and windthrow patches.
- In an attempt to maintain use of bear dens, it is preferable to establish a clump of leave trees in addition to retaining both saplings and vegetation for at least 20 meters adjacent the entranceway.
- Retention on small wetlands should be large enough to accommodate some windthrow due to wet soils (see section 2(8) Red and Blue-listed Species).
- On steep terrain (>55% slope) landform features most likely to initiate landslides should be buffered (e.g. 20 to 30 meter wide) with use of group retention (see section 3(5) Landslide Hazard).
- Clusters of 3 or more CMTs (or single trees with high significance) require placement in long-term retention patches with a 20 to 30 meter buffer on windward and windward diagonal edges (see section 2(6) Culturally Modified Trees).
- Where substantial windthrow is anticipated in areas of high windthrow hazard, fewer but larger retention groups may be a better option.

3(8) Windthrow Management

Background Information

In wet, cool, coastal ecosystems, it is recognized that forests are impacted by wind which is a major agent of natural disturbance. Wind may replace whole stands or create small gaps and windthrow occurrence is often random. Occasionally catastrophic windthrow occurs whereby larger areas are impacted. What follows is pertinent to the management of endemic windthrow in an attempt to minimize timber harvest-related windthrow and its potential impact on natural resources.

It is understood that due to the random nature of climatic variables (wind, rain) and the complex nature of site and stand factors, there is uncertainty concerning treatment outcomes. Windfirming treatments are expected to reduce the incidence and severity of windthrow but are not expected to prevent the occurrence of windthrow altogether. Some level of windthrow may occur even after edge stabilization treatments are undertaken. Windthrow along harvested forest edges can be considered to be within the range of natural variation when extended across the landscape. Some extent of windthrow may actually contribute towards biodiversity and may reduce overall susceptibility to an unexpected larger catastrophic windthrow event.

Windthrow may have a negative impact when the damage interferes with the achievement of management objectives. Windthrow hazard assessment is to be undertaken for any cutblock forest edge that, if windthrow were to occur, it may result in a potentially significant negative impact to water quality, fish, or fish and wildlife habitat, cultural resources or that may cause a landslide. Assessment of windthrow hazard should include recommendations for mitigating the extent of windthrow where resources may be at risk. Locally, the average distance of endemic windthrow penetration extends up to about 20 meters into standing timber with a maximum distance of about 40 meters (Weyerhaeuser, 2003).

Hupacasath Standards

Pertaining to overall windthrow management and harvest planning:

- This plan makes the recommendation that long-term retention levels should be at least 30% of the harvest area. This level of retention should be maintained if salvaging of windthrown timber is undertaken.
- Professional geoscientists complete Terrain Stability Field Assessments (TSFAs) and TSFA reports prepared by them should state that if timber harvest-related windthrow were to occur, what the likelihood of landslide initiation is. If there is the potential for landslides, the TSFA report should offer recommendations for modifications to cutblock layout and/or windfirming to reduce the level of windthrow hazard.
- Available windthrow management tools such as windthrow probability and hazard mapping (Mitchell, 2003) and mapping showing localized actual or known prevailing wind directions should be consulted when developing plans for cutblock layout.
- Field assessment of windthrow hazard should determine historic windthrow orientation as evidence of prevailing wind directions in order to identify critical edge boundaries.
- Windthrow hazard assessment is to be undertaken for any cutblock forest edge that, if windthrow were to occur, it may result in significant impacts to water quality, fish, and fish or wildlife habitat, cultural resources or may cause a landslide.

- Hazard assessment findings should indicate the level of concern or management effort required to achieve a windthrow management outcome. Recommendations should be made for mitigating the extent of windthrow where resources may be at risk.
- Modifications to cutblock design should be well documented to demonstrate due diligence in planning strategies for sound windthrow management.
- Windfirming techniques, whether edge feathering or crown modification through pruning or topping, should be carried out as soon as possible after an edge is exposed. Once tree felling exceeds about 2 tree lengths from a standing edge, resources may be at risk. Windfirming should be completed well before the onset of strong winter winds.

Hupacasath Standards

Related to cutblock layout:

- Incorporate wide 20 to 30 meter buffers in high risk environments such as windward boundaries on fish-bearing streams and along landforms most likely to initiate landslides such as on steep terrain (>55% slope) including inner gorge or stream escarpments, gully headwalls, gully sidewalls or concave headwater basins. Stream channels on fans at the base of gullies tend to be vulnerable to destabilization so incorporate wide buffers on fans as well.
- Minimize windward boundaries on south facing, tall or large crowned timber, especially on upper slopes and ridgetops as these are highly prone to windthrow.
- In high hazard areas use larger retention patches rather than more vulnerable smaller patches. Position larger retention patches to the leeward side of the cutblock if possible to reduce risk.
- Where steep or possibly unstable terrain lies adjacent to a windward boundary, move the falling boundary 20 to 30 meters back from the deflection break to reduce the potential for windthrow to extend into unstable terrain thereby possibly initiating a landslide.
- Establishing boundaries well back from the deflection break in combination with edge feathering and/or windfirming may be warranted along high risk boundaries.
- Where crown modification treatments (e.g. pruning or topping) are applied, these should extend for 25 to 30 meters into standing timber as average windthrow penetration distance has been found to be about 20 meters.
- If non-replaceable features such as CMTs or bear dens are placed within retention patches in high hazard areas, then situate them such that standing timber on the windward side is wide enough (e.g. 20 to 30 meters) to absorb windthrow without resources being significantly affected.
- Reducing fetch distance can also be effective in reducing windthrow hazard. A high risk boundary can be protected by installing retention patches (bigger is better) in front of the forested edge.

- Retain trees that have been acclimated to winds where possible. Superdominant vets along a feathered edge or adjacent to established second growth may be quite windfirm and additionally provide unique wildlife habitat.

3(9) Salvage of Windthrown Timber

Background Information

Some windthrow is to be expected especially with leaving increased amounts of forest edge associated with variable retention timber harvesting. However, old growth attributes in riparian areas may actually be accelerated by windthrow as structural variability in riparian areas is increased with windthrown timber. It has been recommended by some (Franklin, 2003) to avoid salvage in riparian habitats as quite a few species of wildlife utilize clumps of snags and patches of downed wood (Marcot, 2003). Science supports the notion that it is ecologically beneficial to keep downed wood on the ground (Perry, 2003) in terms of the unique role of dead wood in natural ecological functions. Additional soil disturbance may also occur when windthrown trees are yarded from riparian areas and this may impact water quality and downstream fish.

Legislation stipulates that trees not be removed from designated wildlife tree patches (WTPs) or from riparian reserve zones (RRZs) unless prior approval is granted. If economic, windthrown trees have been salvaged locally from areas other than WTPs and RRZs if the windthrown area is in excess of long-term retention level targets as defined by Weyerhaeuser's Stewardship Zone requirements (e.g. 10%, 15% and 20% retention).

This LUP has established a higher standard (see section 3(7) Variable Retention) whereby 30% is the minimum requirement for long-term retention, while 30% of that is to be positioned within the cutblock. This retention should be set aside as "hard" retention (as is WTP and RRZ) and is not to be salvaged if windthrown. In addition, riparian salvage should be avoided if there is a likelihood of introducing sediment into streams through increased soil disturbance either during the salvage operation or later on during subsequent heavy rainfall. As suggested by specialists, it may be preferable for windthrow to remain as part of the natural ecosystem process in riparian areas. Water quality may be better maintained, old growth structure and habitat enhanced and ecosystem processes better served by not salvaging windthrown trees in riparian areas.

Hupacasath Standard

In relation to log salvage:

It is preferable that windthrown timber in riparian management areas (RMAs as established by legislation), including CMTs, be left unharvested except where:

Salvage can occur if water quality and downstream fish will not be affected.

Salvage can occur if windthrown trees are in excess of the Hupacasath minimum long-term retention standard of 30%.

3(10) Forest Health

Hupacasath Standards

In order help ensure sustainability of future forests:

3(10)(i) Hemlock Dwarf Mistletoe

- The Hawksworth dwarf mistletoe rating system should be used by professionals when developing harvest prescriptions in order to identify areas having a high incidence of infection requiring control measures.
- Plant immune species such Western red cedar or Cypress for 15 meters or more adjacent infected trees to control the spread.
- Fell heavily infected trees along the cutblock perimeter at the time of harvest.
- Fell heavily infected saplings within the cutblock (e.g. 3 meter knockdown).
- If left unharvested, heavily infected trees should be positioned well within retention patches.

3(10)(ii) Root Disease and Rot

- Where trees planned for harvest contain obvious signs of infection, a preharvest walkthrough assessment by a qualified person should be done in order to stratify low, medium or high incidence of infection. A systematic root rot survey should be undertaken to stratify medium incidence of infection to define specific areas in need of management such as stumping with reforestation of less susceptible species.
- Plant immune species such Western red cedar or Cypress for 15 meters or more adjacent infected forest edge and/or infected pockets within the cutblock to control the spread.
- Carry out stump excavation in areas of the cutblock that are highly infected.

3(11) Not Satisfactorily Restocked Area

Background Information

Standards for maximum size of not satisfactorily restocked (NSR) area do not currently exist in legislation. In effort to provide clarity to silviculturalists and others concerned with free-growing requirements and in order to better ensure the establishment and sustainability of the forests, it may be advisable to establish such standards.

Hupacasath Standards

Concerning NSR and reforestation:

- For the non-roadside portion (setting), an area constitutes NSR if a minimum of 1.0 ha or patches of 0.25 ha adding up to 2.0 ha of continuous productive area has achieved less than minimum stocking standards.

- For roadside areas, an area constitutes NSR if a minimum of 0.3 ha of continuous productive area has achieved less than minimum stocking standards.
- It is expected that reforestation efforts will not be directed towards meeting only minimum stocking standards.
- If planting, require doing so within 2 growing seasons since prime harvest completion.
- Prime harvest completion is defined as 'logs yarded or flown to the landing or roadside.'

3(12) Standing Stem Helicopter Harvesting

Background Information

'Standing stem' is a relatively new term used to describe a harvest method (Weyerhaeuser 2003). Individual trees are harvested by helicopter while they are still standing. The term applies regardless of the number of trees removed and whether removed singly or in groups. The retention silvicultural system is most often employed with the standing stem method but other systems have also been used. This technique allows timber to be harvested from previously inoperable terrain where conventional cable or ground-based yarding would not be possible. Furthermore, if trees were conventionally felled in some of these areas, breakage due to rocky terrain would greatly reduce log quality and value. High retention levels are maintained and other values can be protected using this harvest method.

If done properly, this roadless method of logging is preferable as it can result in the least overall impact to the environment. Logged areas may also mimic natural disturbance patterns reasonably well. Specific objectives can be met while extracting high value timber from previously constrained or inoperable areas (e.g. Es1 and class V terrain) while maintaining non-timber values. The economic benefits include added employment, additional spin-offs to the local community and increased provincial stumpage revenues. While vertical helicopter yarding minimizes log breakage and maintains the value of high quality logs, specialized care must be taken to ensure that forests are not "highgraded" thereby jeopardizing future forest sustainability.¹

In terms of managing for non-timber values, standing stem harvesting may produce some additional benefits. Single tree or small patch removal may provide additional light to increase spring forage. Biodiversity may be increased through increased diversification of ground vegetation. Removal of some large crowned trees in riparian areas can reduce overall susceptibility to windthrow and thereby provide an added measure of protection for water quality. In planning for the standing stem harvest method, one must initially identify the critical resource values to be protected, determine what is needed to protect those values, and finally, to make a decision as to whether there is any opportunity for timber harvesting.

Concerns with standing stem helicopter logging usually center on:

- How much of the forest is removed and subsequently left standing.
- Whether harvesting is focused on only one or two species (usually cedar and fir).
- How other non-timber values may be impacted.
- The amount of residue left from logging.
- Silvicultural concerns related to small gaps, shading and forest health.
- Whether conventional harvesting could be employed instead.

3(12)(i) Diameter Limitations for Tree Removal

Background Information

One way to help ensure that “highgrading” issues do not arise is to limit the harvest removal to stems within a range of diameter classes. Both smaller and larger stems are then left standing. As an example, for a given site the weight per m³ associated with cedar and Douglas fir in relation to the corresponding maximum lift capacity of the helicopter, may dictate that cedar can be harvested if within 60 to 110 cm dbh and fir if within 60 to 90 cm dbh. Smaller trees are uneconomic to harvest vertically using an expensive helicopter and so are left to grow and replace the larger diameter classes scheduled for removal. Conversely, larger trees are too heavy so are left unharvested as well. Remaining very large trees provide old growth attributes for wildlife habitat and forest structure. Within the species and diameter ranges selected for harvesting (based on local weight factors), not all trees are taken. As this form of logging is quite expensive, only those trees free of defect and of the best form are harvested. This leaves a large percentage unharvested even within the diameter range selected for removal. If done properly, other forest values like biodiversity, old growth attributes and terrain stability, should be maintained as so few trees are removed (usually about 20 to 30%) using this specialized method of vertical felling with helicopter yarding.

¹ Highgrading has been defined as: the removal of only the best trees from a stand, often resulting in a residual stand of poor quality trees (BC Forest Service glossary). the larger diameter classes scheduled for removal. Conversely, larger trees are too heavy so are left unharvested as well. Remaining very large trees provide old growth attributes for wildlife habitat and forest structure. Within the species and diameter ranges selected for harvesting (based on local weight factors), not all trees are taken. As this form of logging is quite expensive, only those trees free of defect and of the best form are harvested. This leaves a large percentage unharvested even within the diameter range selected for removal. If done properly, other forest values like biodiversity and terrain stability should be maintained as so few trees are removed (usually about 20 to 30%) using this specialized method of vertical felling with helicopter yarding.

Hupacasath Standards

Regarding tree removal based on diameter limits:

- Harvest planning determines a specific mid range of diameters available for removal. Smaller trees are to be left to grow into the partially-harvested diameter range along with unharvested larger trees left standing to satisfy a range of resource values.

3(12)(ii) Log the Profile

Background Information

The majority of trees marked for removal by the standing stem harvest method are high value fir, cedar or cypress. Lower value hemlock and especially balsam are not marked for removal although top quality hemlock is sometimes economic to harvest when combined with other species. In order to ensure that single species are not “highgraded”, a standard to “log the profile” is established. Recent timber cruise data offers actual stand species composition.

Hupacasath Standards

Concerning tree removal based on the stand species profile:

- The proportion of the existing stand that represents any species to be harvested, establishes the proportion eligible for harvest removal, including up to a 40% tolerance limit.

3(12)(iii) Logging on Previously Inoperable Terrain

Hupacasath Standards

Concerning helicopter logging previously inoperable terrain:

- A qualified geoscientist must assess the stability of areas proposed for standing stem harvesting and make recommendations pertaining to the suitability and level of tree removal based on any concerns regarding slope stability.

3(12)(iv) Harvest Gap Size

Background Information

BC Ministry of Forests model results as described in the Coastal Watershed Assessment Procedure Guidebook, have shown that a one tree height opening on flat ground receives less than 10% of the incident light that a full opening would receive. Modeling results have also shown that a two tree height opening on flat ground receives about 30% of the incident light that a full opening would receive (Province of British Columbia, 1999).

Light in openings less than one tree height would no doubt be a limiting factor to reasonable tree growth. However, light in somewhat larger openings may not be a limiting factor to reasonable tree growth. In terms of how large an opening should be in order to provide adequate light, it has been shown that Douglas fir requires an opening of at least 0.5 hectare in size to support reasonable tree growth (de Montigny, 2003).

Hupacasath Standard

Concerning harvest gap size:

- Small harvested openings less than 1 tree height in size may not be considered NSR.
- Larger openings of 2 tree lengths or more in size should be considered NSR and reforested either naturally or artificially in accordance with approved free-growing stocking standards.
- Tree heights used in this calculation should not be based on cruised stand averages but should be based on the actual height of remaining edge trees. Opening sizes can be measured from tree dripline to dripline along the gap perimeter.

3(12)(v) Other Silvicultural Considerations

Hupacasath Standards

Regarding maintenance of desirable species and forest health:

- Professionals developing prescriptions for standing stem harvesting should ensure that undesirable shifts in species composition do not occur such as offsite hemlock becoming established where Douglas fir is preferred.
- In areas heavily infected with hemlock dwarf mistletoe, standing stem harvesting of small openings may not be deemed appropriate without additional control measures.

SECTION 4: SPECIFIC AREA STANDARDS

4(1) Specific Area Standards

The following standards apply to specific lands within the territory. Specific area standards contribute to the larger goal of sustainable development in the territory and include:

- Somass Estuary Management Plan
- Fish Habitat Conservation Units

4(2) Somass Estuary Management Plan

Background Information

The Somass River Estuary lies at the mouth of the Somass River, the second largest river on Vancouver Island. The intertidal, marine and river portions of the estuary together are of major importance for fisheries, waterfowl and botanical values.

The Somass Estuary is currently a highly disturbed and degraded environment. Resource management practices taking place adjacent the estuary should not add to the problem. Privately-owned areas with resources important to the functioning of the estuary are termed Key Adjacent Properties in the Somass Estuary Management Plan or SEMP (Catherine Berris Associates Inc., 2004). The plan states that “*certainly, by far the largest impacts have resulted from industrial development along the City’s waterfront, from dyking, and from the location of sewage and effluent lagoons on the tidal flats.*” In the past, the situation was so serious regarding pulp mill effluent, that special legislation was enacted in 1992, under the federal Fisheries Act. The Port Alberni Pulp and Paper Effluent Regulations were formulated to “*protect the sensitive ecosystem of Alberni Inlet and to mitigate the impact of the mill on migrating Sockeye and Chinook salmon.*” Due to the highly sensitive and important nature of Alberni Inlet to salmon, more stringent discharge limits were needed.

In terms of impacts to Alberni Inlet related to the adjacent terrestrial environment, SEMP also states that one of the past activities within the surrounding watershed that has had a major impact on the estuary included the removal of the forest.

Two ‘Key Adjacent Properties’ were identified in SEMP. These include a poplar plantation owned by NorskeCanada along the southern shore of the Somass River as well as forested patches and a forestry shop complex owned by Weyerhaeuser and a works yard owned by Coulson to the north of Shoemaker Bay. Weyerhaeuser also owns land along the western shores of the estuary at the head of Alberni Inlet. These private lands are also identified as being within the Shoemaker and Arbutus Special Management Areas as described in Land Use Plan Phase 1.

SEMP did not include specific recommendations for privately owned lands lying adjacent to the estuary but recognized that “*activities throughout the watershed (particularly those involving water quality and maintenance of stream flow) have significant impacts on the estuary and must be taken into account in the management plan.*” The plan goes on to say that “*analysis and recommendations in this plan address that larger area of influence at a broader level (e.g. upstream water resources, adjacent riparian areas, surrounding land uses).*” Also to “*work with the existing owner of the upland and riparian forested areas in the Key Adjacent Properties and secure or manage the land to protect its existing fish, wildlife and vegetation values.*” Additionally, if this is accomplished, to “*implement the relevant management strategies.*” Management strategies in SEMP deal with issues related to fish and wildlife, vegetation, culture and heritage, industry and other land uses as well as recreation and access.

Hupacasath Standards

Related to protecting the Somass River Estuary:

- Relevant management strategies given in the Somass Estuary Management Plan should be implemented to lands described as 'Key Adjacent Properties' in the plan.
- It is preferable to not harvest timber described as forested patches in 'Key Adjacent Properties'.
- Timber harvesting within the Somass watershed should be conducted in accordance with standards developed by the Hupacasath for Special Management Areas in this plan.

4(3) Fish Habitat Conservation Units

Background Information

Fish habitat conservation and restoration efforts can be prioritized according to important fish habitat conservation units. The most important waterways (including their tributaries) for fisheries resources in the Hupacasath territory include the following:

- Somass River
- Stamp River
- Great Central Lake
- Sproat Lake
- Nahmint Lake and Nahmint River
- Gracie Lake and Gracie River
- Taylor River
- Franklin River
- Corrigan Creek (lower end)
- Franklin River
- Mactush Creek
- China Creek (below falls)
- Cook Creek
- Coleman Creek
- Cous Creek
- Doran Creek

Over time, Hupacasath have observed that rivers and streams have become wider and shallower, causing the loss of valuable fish habitat (Hupacasath Fisheries Department, 2004). This is likely due to an increase in stream velocity thereby enabling materials to move downstream. Removal of adjacent forest cover through logging and road building may have also resulted in at least short-term increases in water temperature, also negatively impacting water quality and fish habitat. The control of water quality and temperature is important for returning adult salmonids on their upstream migration (Catherine Berris Associates Inc., 2004).

The importance of these watercourses to the fisheries resource cannot be overstated. For instance, the Somass River system supports one of the most productive fisheries on Vancouver Island. It is estimated that the Somass River system accounts for close to 90% of the salmon escapement for Barkley Sound and is of major importance to the commercial, recreational and First Nations salmon fishery. The Stamp River is one of the most heavily fished Steelhead

streams in BC and has the largest run of summer Steelhead on Vancouver Island (Catherine Berris Associates Inc., 2004).

Hupacasath Standards

- The waterways listed above, are designated as fish habitat conservation units.
- In effort to support and nurture future salmon populations, these waterways should be prioritized for stream restoration, conservation and enhancement of fish habitat, where suitable. Constructed stream side channels may enhance refuge and feeding habitat for juvenile salmonids.
- A detailed habitat and restoration plan should be developed that focuses on providing fish habitats in degraded aquatic ecosystems. Potential projects should be prioritized based on environmental benefits and costs associated with planning and construction. The new Watershed Assessment Process (WAP) would be a useful tool to use in identifying restoration areas and in setting priorities.

References

Bancroft, B. and K. Zielke. 2003. Evaluation of Variable Retention Cutblocks – Company Report – All Timberlands Weyerhaeuser BC Coastal Group. Prepared by Symmetree Consulting Group Limited for Weyerhaeuser Company Limited, BC Coastal Group, Nanaimo Timberlands Services, Nanaimo, B.C.

Catherine Berris Associates Inc., 2004. Somass Estuary Management Plan. Prepared for the Somass Estuary Management Committee, Port Alberni, B.C.

Carson, B. 2002. Assessing Soil Erosion from Roads and Mitigating its Potential to Degrade Water Quality in Coastal British Columbia. FRBC report for Ministry of Water, Land and Air Protection.

Coates, D., S. Haeussler and J. Mather. 1990. A Guide to the Response of Common Plants in British Columbia to Management Treatments. FRDA handbook, ISSN 0835-1929: 008. BC Ministry of Forests, Victoria, B.C.

de Montigny, L. 2003. Personal communication. The Ecology and Silviculture of Variable Retention in BC Coastal Forests. Malaspina College presentation held on April 25, 2003.

Denny Maynard and Associates Ltd. /Golder Associates Ltd. 2003. Nahmint - Upper Kennedy Landslide Inventory. Report and maps prepared for Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services, Nanaimo, B.C.

Denny Maynard and Associates Ltd./Golder Associates Ltd., 2004. Nahmint-Kennedy-Mactush Terrain and Landslide Hazard Mapping Project. Report and maps prepared for Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Forest Practices Board, 2003. A Special Report on the Use of Water Quality Objectives Under Forest Practices Legislation – Lessons for the Future. FPB/SR/14.

Franklin, J. in Weyerhaeuser Company Limited, 2003. Summary of the Fifth Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Strategy) July 7-9, 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Hupacasath First Nation. 2004. Hupacasath First Nation Cedar Strategy. Port Alberni, BC.

Hupacasath Fisheries Department. 2004. Personal communication. Conversation held on June 22, 2004 at the Hupacasath office in Port Alberni, B.C.

Marcot, B. in Weyerhaeuser Company Limited, 2003. Summary of the Fifth Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Strategy) July 7-9, 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Mitchell, S. 2003. Windthrow Hazard Mapping Using GIS, Weyerhaeuser West Island Timberlands. Prepared for Weyerhaeuser Company Ltd., Nanaimo, B.C. at the Faculty of Forestry, University of British Columbia, Vancouver, B.C.

Noss, R. in Weyerhaeuser Company Limited, 2003. Summary of the Fifth Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Strategy) July 7-9, 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Hupacasath First Nation
TERRITORY LAND USE PLAN – PHASE 2

Port Alberni Pulp and Paper Effluent Regulations. 1992. SOR/92-638 under the Fisheries Act.

Perry D. in Weyerhaeuser Company Limited, 2003. Summary of the Fifth Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Strategy) July 7-9, 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Province of British Columbia. 1995. Coastal Watershed Assessment Procedure Guidebook (Forest Practices Code of BC). BC Ministry of Forests and BC Environment, Victoria, B.C.

Province of British Columbia. 1995. Fish-Stream Identification Guidebook (Forest Practices Code of BC). BC Ministry of Forests and BC Environment, Victoria, B.C.

Province of British Columbia. 1995. Mapping and Assessing Terrain Stability Guidebook (Forest Practices Code of BC). BC Ministry of Forests and BC Environment, Victoria, B.C.

Province of British Columbia. 1995. Riparian Management Area Guidebook (Forest Practices Code of BC). BC Ministry of Forests and BC Environment, Victoria, B.C.

Teti, P. 2003. Shade and Stream Temperature in Streamline Watershed Management Bulletin. Volume 7, Number 4 Winter 2003/04.

Weyerhaeuser Company Limited, 2001. Summary of the Third-Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Project). Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Weyerhaeuser Company Limited, 2002. Timber Supply Analysis Information Package for Tree farm License 44 – Management Plan No. 4. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Weyerhaeuser Company Limited, 2003. Summary Report – West Island Variable Retention Windthrow Monitoring Pilot Project – 2001 to 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Weyerhaeuser Company Limited, 2003. Summary of the Fifth-Year Critique Workshop on the Weyerhaeuser BC Coastal Forest Project (Coast Forest Strategy) July 7-9, 2003. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Weyerhaeuser Coastal Timberlands, Standing Stem Working Group. 2003. Standing Stem Harvesting Guidelines. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

Zielke, K., B. Beese. 2004. SPs for VR Guidelines for Designing Variable Retention – Layout and Silvicultural Prescriptions. Weyerhaeuser Company Ltd., BC Coastal Group, Nanaimo Timberlands Services. Nanaimo, B.C.

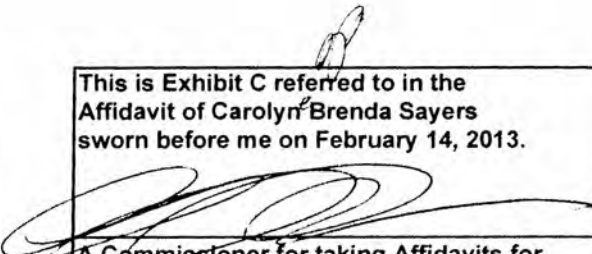
HUPACASATH FIRST NATION

CEDAR ACCESS STRATEGY



DRAFT
April 2005

This is Exhibit C referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for
British Columbia

1.0 Executive Summary

As summarized in the report titled, “*Identifying Hupacasath’s Cultural Cedar Needs*”, a 10 year supply would include the following:

Red Cedar

Carving	956 m ³
Ceremonial Buildings	1,254 m ³
Canoes and Welcome Figures	3,407 m ³
<i>Total Volume</i>	<i>5,617 m³</i>
Bark Stripping	23,906 trees

Yellow Cedar

Carving	365 m ³
Bark Stripping	1,593 trees

This report summarizes the extensive GIS analysis that was conducted to determine if this supply could be provided through the sustainable harvest of selected polygons within the territory.

- **Based on the GIS analysis, inventory data was supplied by licensees, it appeared that all yellow cedar needs could be met, red cedar for carving, ceremonial building needs and bark stripping could be met, and monumental red cedar needs could be marginally met. However, ground truthing revealed somewhat conflicting results resulting in a degree of uncertainty as to the reliability of the data.**

Due to time and budget constraints only two watersheds were fully investigated. A full assessment of the actual supply available for consumptive purposes has not been produced in this report.

- **The results of the groundtruthing suggest that the actual suitable cedar supply will be significantly lower than the potential volume identified through GIS analysis.**
- **Yellow cedar needs should be able to be met with appropriate set asides and prudent management.**
- **The red cedar supply for carving and ceremonial buildings may be narrowly met, or not met.**
- **The supply of monumental cedars will likely fall significantly short of meeting Hupacasath’s needs.**
- **Additional groundtruthing will be required before any areas are allocated by government or industry for the purposes of addressing Hupacasath’s cultural cedar needs. This will ensure that supply has been accurately assessed, and the most appropriate areas can be set aside.**

2.0 Scope of Report

This report analyzes watersheds, or portions of watersheds, within the Hupacasath Territory that are designated as Crown land. These watersheds include: Coleman, Cook, Corrigan, Cous, Great Central Lake, Hywatches, Mactush and Nahmint.

As summarized in the Hupacasath Land Use Plan Phase 1¹, these watersheds are significant in that they contain some of the highest percentages of cedar in the territory. For red cedar, the highest percentage is found in the Nahmint use area (21.16%), and the Great Central, Cous and Mactush use areas are within the top six highest with 9.32%, 6.28% and 6.02% respectively. Coleman is also an important area with significant red cedar. For yellow cedar, Nahmint has the highest percentage with 19.2%. Similarly, within the Hupacasath Land Use Plan Phase 1, many of these watersheds (Coleman, Cous, Great Central Lake, Hywatches, Mactush, Nahmint) were identified as requiring the completion of a red and yellow cedar management strategy. This report serves, in part, as that management strategy.

The Sproat Lake and Taylor River watersheds are designated as Crown land, but are not included in this report because they were covered in a pilot project completed in 2004. Some areas of old growth identified in the pilot project were incorporated into the Landscape Unit Planning process as Old Growth Management Areas (OGMAs). Additional analysis, including groundtruthing, has not yet been done to determine how a sustainable harvest of these OGMAs might contribute to the total supply required to meet Hupacasath's cultural needs.

This report was funded through the Ministry of Forests and Range, and therefore private lands are not included in the report scope. However, the absence of private land analysis does not mean that these lands are not important to Hupacasath in the exercise of their aboriginal rights.

3.0 Maps Used and Prepared

The following maps were used in the preparation of this report. The maps are available for reference at the Hupacasath Forestry Office (contact Brandy Lauder) and may be available on the web at www.hupacasath.ca :

1. Map of Hupacasath Traditional Territory
2. Access within each Hupacasath Use Area
 1. Age class – all species
 2. Known CMTs
 3. Elevations and contours

¹ Tables 6 and 7 from the Hupacasath Territory Land Use Plan are included as Appendices 1 and 2 of this report.

4. Old Growth Timber greater than 250 years
5. Red Cedar species composition
6. Yellow Cedar species composition
7. Orthographic: Good, medium and poor sites
8. Orthographic: Roads, site index and red cedar

4.0 Methodology

Section 5.0 of the report titled, “*Identifying Hupacasath’s Cultural Cedar Needs*” summarizes the characteristics of cedar required for each major use (e.g. volume, site class, access). Based on this information, each watershed was examined for polygons that might meet the required characteristics.

For the purposes of calculating information for each potential polygon the following methodology was used:

4.1 Calculating Volumes

Where the data provides specific volumes, these volumes are used in the calculations. Where the data does not provide specific volumes, volumes are calculated based on an assumption of:²

- 850 m³ /ha for high and medium old growth sites
- 500 m³ /ha for poor old growth sites
- 500 m³ /ha for high and medium second growth sites
- 275 m³ /ha for poor second growth sites

Where a range of percentages are given, an average is used in the calculation.

Stems per hectare are calculated based on an assumption of:

- 300-400 stems /ha for old growth (averaged at 350)
- 500 stems /ha for second growth

For polygons where cultural harvest would potentially take place, a volume is calculated. For polygons where conservation and non-consumptive activities is proposed, only the polygon area is calculated.

4.2 Calculating Percentages

² Initial assumption provided by Grant Scott, with revisions made by Mike Davis and confirmed by Shawn Flynn

Where the data provides specific species percentages, these percentages are used in the calculations. Where the data does not provide specific percentages, percentages are based on the following assumptions:³

Species designations for stand	MP	SP	TP	QP
Only main species	100%			
Main and secondary species	65%	35%		
Main, secondary & tertiary species	55%	30%	15%	
Main, secondary, tertiary & quaternary species	40%	30%	20%	10%

4.3 Areas of Consideration

Current category A approved blocks and past cut blocks were mapped, as were forest ecosystem networks (FEN), wildlife habitat areas (WHA), deer winter ranges (DWR), marbled murrelet areas (MaMu), Goshawk areas, and Maa-nulth Treaty Areas. All of these categories, except for FENs, were removed from consideration. The locations of FENs were noted but were not netted out. For all potential cultural harvest areas, including those that overlap with a FEN, a sustainable harvest rate has been applied.

4.4 Additional Netdowns

All polygons have received riparian netdowns as per the Hupacasath Land Use Plan 2 standards (50m on either side of fish streams, 30m on either side of non-fish streams, and 100m on either side of riparian areas with sacred significance). Riparian buffers have been subtracted from the available hectares within a polygon. These buffers are reserve zones and are not available for sustainable or selective harvest.

Riparian netdowns have not been applied to polygons identified for cedar stripping because trees are not actually harvested, but remain alive and standing.

4.5 Proposed Harvest Rate

³ Provided by Peter Kofoed, Cascadia Forest Products

All polygons considered as having the potential to meet Hupacasath's cultural cedar needs have had a sustainable harvest rate applied to them.⁴

Assuming old growth is defined as at least 250 years, a 500 year rotation is required for long term sustainable harvesting. Therefore:

- If the polygon is 100 ha, then every 10 years 1/50th of the area could be harvested (approximately 2 ha)
- If the polygon is 500 ha, then every year 1 ha could be harvested

Based on the analysis of all potential polygons, if supply is in excess of the volume required to meet Hupacasath's needs, the polygons will be prioritized. Recommendations will be made for polygons that should be set aside for Hupacasath's exclusive use, and for polygons that are suitable for OGMA status. Remaining polygons could be appropriate for commercial harvest.

If analysis shows that Hupacasath's cultural needs can not be met by applying the sustainable harvest rate to all identified polygons, then polygons may need to be identified where a more intensive harvest rate is needed. Where these polygons fall within a Hupacasath special management zone (SMZ), a 30% retention level will be applied.

4.6 Identified Areas of Potential for Consumptive Needs (GIS Analysis)

Utilizing GIS data, areas were assessed for old growth red cedar and cypress consumptive use (harvesting), and second growth red cedar and cypress consumptive use (bark stripping). These areas were draft only, and would receive additional consideration and/or amendment in the groundtruthing phase.

The tables showing the full assessment for each watershed, or portion of watershed, are included as an appendix.

In total, the first analysis for polygons with the potentially appropriate characteristics for consumptive, cultural needs identified the following:

Red Cedar

⁴ Rate suggested by Ron Cotton, Integrated Land Management Bureau

Use Area	Potential m ³	Potential with Sustainable Harvest	Monumental Tree Potential	Bark Stripping
Cook / Mactush	22,579m ³	452 m ³	No Polygons	
Great Central Lake	1,590 m ³	32 m ³	No Polygons	
Corrigan/Coleman/Hywatches	32,467 m ³	649 m ³	No Polygons	24,075 stems
Cous	14,570 m ³	291 m ³	1 Polygon (291 m ³ sustainable harvest)	
Nahmint	271,126 m ³	5,443 m ³	3 Polygons (3,133 m ³ sustainable harvest)	
Totals	342,332 m³	6,967 m³	4 Polygons	

If further investigation determined that all of these polygons were suitable for cultural purposes, it would appear that:

1. There would be an adequate red cedar supply for carving and ceremonial building purposes, with Nahmint holding high significance (78% of potential supply)
2. There would be a marginally adequate supply of monumental red cedar, with Nahmint holding very high significance (91% of potential supply)
3. Corrigan/Coleman/Hywatches would be a very important area for second growth red cedar for bark stripping purposes
4. Significant old growth recruitment would be required in the Great Central Lake area (only 0.4% of potential supply)

Yellow Cedar

Use Area	Potential m ³	Potential with Sustainable Harvest	Bark Stripping
Cook / Mactush	48,865 m ³	977 m ³	25,708 stems
Great Central Lake	17,573 m ³	351 m ³	11,427 stems
Corrigan/Coleman/Hywatches			
Cous	20,610 m ³	412 m ³	11,310 stems
Nahmint	49,891 m ³	998 m ³	32,218 stems
Totals	136,939 m³	2,738 m³	80,663 stems

If further investigation determined that all of these polygons were suitable for cultural purposes, it would appear that:

1. There would be an adequate yellow cedar supply for carving and bark stripping purposes
2. The supply would be adequately disbursed throughout the territory

As the groundtruthing phase (see below) revealed, developing these conclusions solely based on the GIS analysis would have been premature.

4.7 Polygons Identified for Non-Consumptive Purposes

During the assessment, the following polygons were identified as having cultural or ecological significance. These polygons require protection, and are not suitable for harvesting or other types of consumptive development. No groundtruthing was conducted for these polygons, so field work will be required in the future when boundaries are established. In total, over four watersheds, 1,232.81 ha were identified as requiring protection.

Polygon	Gross Polygon Size	Values
GCL1	15.50 ha	Archaeology, traditional use
GCL5	30.00 ha	Traditional use
GCL6	31.75 ha	Fisheries
GCL7	51.88 ha	Fisheries, traditional use
GCL8	48.63 ha	Traditional use, ecological
GCL9	16.12 ha	Archaeology
GCL10	13.97 ha	Archaeology
GCL11	19.79 ha	Archaeology
GCL12	5.60 ha	Fisheries, archaeology
GCL13	110.29 ha	Ecological
GCL19	19.24 ha	Ecological
GCL20	21.80 ha	Ecological
GCL21	18.23 ha	Ecological
GCL22	24.08 ha	Ecological
GCL23	13.74 ha	Ecological
GCL24	15.20 ha	Ecological
GCL25	25.29 ha	Ecological
GCL26	27.68 ha	Ecological
GCL27	23.57 ha	Ecological
GCL28	28.96 ha	Ecological
GCL29	68.34 ha	Ecological
GCL30	2.51 ha	Ecological
GCL31	5.47 ha	Ecological

GCL32	134.66 ha	Ecological
GCL33	76.91 ha	Ecological
Totals	849.21 ha	

Polygon	Gross Polygon Size	Values
HY3	117.67 ha	Fisheries, traditional use
COL5	22.6 ha	Fisheries, traditional use
Totals	140.27 ha	

Polygon	Gross Polygon Size	Values
NAH10	24.22 ha	Ecological (elk and deer corridor, Nahmint Rv.)
NAH13	10.69 ha	Ecological values (elk, fisheries)
NAH15	60.43ha	Ecological (elk, fisheries, adjacent to MaMu area)
NAH16	24.07ha	Ecological (corridor to lake)
NAH18	97.35ha	Ecological
NAH20	11.37 ha	Ecological
NAH21	15.2 ha	Ecological
Totals	243.33 ha	

4.8 Polygons Identified for the Recruitment of Future Old Growth

The Great Central Lake area was noted as an area having low cedar availability. In part this was due to access constraints and lower percentages of cedar. One polygon was identified for recruitment for future cultural use. No groundtruthing was conducted for this polygon, so field work will be required in the future when this area is set aside for recruitment.

Polygon	Gross Polygon Size	Current Age
GCL4	41.00 ha	9 yr.
Totals	41.00 ha	

5.0 Groundtruthing

After the initial mapping analysis, groundtruthing was scheduled. The intent of the groundtruthing was to determine if the polygons showing potential on paper were in fact suitable in the field. This included confirming volume, quality and access. While it would have been ideal to groundtruth all polygons, time and

budget did not allow this. Instead, confirming the presence of old growth red cedar for carving, ceremonial buildings, and especially monumental trees for canoes and welcome figures was set as the priority.

Field crews drove in to the Nahmint area to walk several of the polygons. A few polygons were visited, but snow levels prevented more areas from being investigated. A second 'field' session was conducted via helicopter and allowed greater coverage. In total though, only two watersheds were covered with any detail: Coleman and Nahmint. Field notes from the groundtruthing are included as Appendix C.

5.1 Findings for Coleman

Of the two polygons identified for carving and ceremonial building uses, both will require amendments. One polygon will be replaced in its entirety with a smaller area, and the other will be reduced in size to reflect access constraints. Of the approximately 27,270m³ (545m³ of sustainable harvest) identified as potentially being suitable, this volume will likely be reduced by at least 50%. Two possible monumental trees were sighted, but are likely within the riparian buffer area as per the Hupacasath Land Use Plan 2 standards and not available for harvest.

5.2 Findings for Nahmint

Of the four polygons that could be viewed with some detail, there was a potential volume of approximately 197,463m³ (3,949m³ of sustainable harvest). As a result of access and terrain issues, 83% of the volume had to be removed from consideration. An additional 6% will likely need to be removed from consideration due to road deactivation plans. This leaves only one polygon, or 11% (452m³ of sustainable harvest) as being confirmed for suitability. This polygon may have three monumental trees that are suitable for canoe trees or welcome figures.

6.0 Summary of Cedar Supply

With the limited amount of polygons that were groundtruthed, a complete summary of the actual supply available for consumptive purposes can not be produced. However, with the amount of reductions and amendments to volume that were made after just viewing a few polygons, it is fair to estimate that actual supply will be significantly lower than the potential volume identified through GIS analysis.

The potential yellow cedar supply identified in the GIS analysis was substantially higher than the identified need (potentially 7 times more supply than need for carving, and 50 times more supply than need for bark stripping). Therefore, even if the actual supply is lower than the potential supply, there is reasonable

confidence that Hupacasath's needs could still be met with appropriate set-asides and prudent management.

Unlike yellow cedar however, the ratio of potential red cedar supply identified in the GIS analysis for carving and ceremonial building purposes was not as plentiful compared to need (6,967m³ suitable for sustainable harvest compared to an identified need of 2,210m³ - or three times more supply than need). Depending on the extent of reductions required based on the results of further groundtruthing, it is possible that Hupacasath's needs may be narrowly met, or not met.

The area of greatest concern is supply of monumental red cedar. During the GIS analysis, age class and volume were assessed with the intent of finding polygons that had the correct characteristics for monumental trees. Based on this, only 3,614m³ of potential sustainable harvest volume could be identified. This narrowly covered the identified need of 3,407m³. However, the groundtruthing has already confirmed that most of the potential volume (2800m³) is not accessible. Of the polygons groundtruthed, only six to seven monumental trees were sighted that might be suitable. Instead of looking for appropriate polygons, Hupacasath are now looking to map individual trees. From the work completed at the time this report was produced, it would appear that the supply of monumental cedars will fall significantly short of meeting Hupacasath's needs. Extensive, additional groundtruthing will be required, and all suitable monumental trees identified will require protection. An intensive recruitment strategy will also be required to address this shortfall.

7.0 Connection of Old Growth Strategy to Hupacasath Processes

7.1 Hupacasath Land Use Plan Phase 1 and 2

Planners and forest practitioners will refer to Phase 1 and 2 of the Hupacasath Territory Land Use Plan to identify the Land Use Designations, Resource and Cultural Values, Management Objectives and Management Standards that will be incorporated into resource management plans at all levels. The Cedar Access Strategy will be viewed as an additional 'layer' of the Land Use Plan.

7.2 Hupacasath Consultation Policy

The Hupacasath intend to have Consultation Protocols in place with all land and resource planners and users including companies, governments, etc. Formal protocols will be used where the proposed development will have a high impact on the land or resource, while a streamlined consultation process will be used for

low and moderate impact developments.⁵ The following summarizes the Hupacasath Consultation Protocol.

Purpose of a Protocol

A jointly designed and signed protocol is a demonstration of the parties' commitment to the process of consultation. The purpose of a protocol is to have a clear, transparent, consistent, good faith based process that will:

- Guide the parties' conduct through the appropriate stages, with the appropriate people, at the appropriate time
- Make efficient use of the resources available (time, people, money, material);
- Assist the parties towards mutually supported and beneficial solutions related to operations and development within the Hupacasath's territory
- Be flexible and adaptable as circumstances require
- Focus on pragmatic, effective and efficient actions

The end goal of the protocol is to ensure:

- Hupacasath's interests are properly addressed
- Third parties have certainty that Hupacasath's interests are being managed
- The relationship between the parties is strengthened on a long term basis

Protocol Content

The protocol addresses the following key areas:

- Why Consult
- What is Needed for Consultation (Information, capacity, time, separate process, financial resources)
- When to Consult
- How to Consult
- Degree of Consultation
- Closing Consultation
- Conflict Resolution
- Process Evaluation (performance indicators)

Degree of Consultation

The Protocol will assist the Hupacasath Natural Resource Manager in identifying which Hupacasath Use Areas and which activities receive which degree of consultation. This will be done by aligning values, zones or management objectives with different degrees of consultation. The degrees of consultation yield different results and address land and resource concerns, accommodation, consent and compensation.

⁵ See the Hupacasath document titled "Level of Impact and Degree of Consultation" for guidance on defining low, moderate and high impact.

8.0 Implementation Interests

8.1 Use of Hupacasath Processes and Plans

- Hupacasath make the Land Use Plan, Old Growth Strategy and Consultation Protocol available to development proponents and government
- All parties ensure the time and resources are available for meaningful consultation to take place
- Consultation utilized by development proponents and government incorporate the Hupacasath processes and plans at all planning levels
 - Consultation may include joint planning at the strategic level, regular consultation at the operational level, or streamlined consultation for low and moderate impact proposals

8.2 Vancouver Island Land Use Plan

- Joint planning with Hupacasath (this topic is listed as one of Hupacasath's strategic priorities) that yields:
 - Inclusion of Hupacasath in planning activities on a government to government basis, not as a "stakeholder"
 - Alignment of VILUP landscape units and zone designations with Hupacasath Use Areas and zone designations

8.3 Timber Supply Review and Setting of AAC

- Joint planning with Hupacasath (this topic is listed as one of Hupacasath's strategic priorities) that yields:
 - Recognition of the Hupacasath Land Use designations, management standards and areas of interest for old growth retention
 - Ensuring areas of cultural significance (e.g. TUS sites) and netdowns from the HFN LUP2 standards are applied as constraints on timber production (removed from the timber harvesting landbase)
 - Acknowledgment of, and appropriate planning, to address shortages of supply for cultural purposes
 - Having separate AACs applied to each Hupacasath Use Area to ensure a sustainable harvest on a landscape basis

8.4 Landscape Unit Planning

- Joint planning with Hupacasath (this topic is listed as one of Hupacasath's strategic priorities) that yields:
 - Alignment of biodiversity emphasis with Hupacasath zone values
 - Hupacasath areas of interest for protection be included in OGMA boundaries

- Limited, selective harvesting in OGMAs that does not compromise the ecological integrity of the OGMA
- Additional areas set aside outside of OGMAs as needed for the exclusive use of Hupacasath to meet cultural resource needs
- No amendment of, or development in, OGMAs without Hupacasath consent

8.5 Forest Stewardship Plans

- Inclusion of a strategy to address old growth cedar that is consistent with the Hupacasath strategy
- Inclusion in site plans of specific allocations of red and yellow cedar (areas required that are over and above those designated as Old Growth Management Areas)
- Development of effective solutions for issues such as access, seasonal use, safety during operations, etc. for Hupacasath gatherers and workers.
- Strategies for the planting and tending of red and yellow cedar so as to provide adequate numbers of accessible young red cedar trees for bark stripping,
- Planned salvage operations will identify suitable shake and shingle volumes.

8.6 Cutting Permits and other Development Permits

- Field reconnaissance of key areas to determine if there are any suitable monumental cedar trees in the proposed development area.
- Protection of identified monumental trees for future cultural use by Hupacasath

9.0 Acknowledgements

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APPENDIX A

1. Table 6 from the Hupacasath Land Use Plan Phase 1 - “Hupacasath Use Areas with Red Cedar Occurrence”.

Landscape Unit	Hectares of Red Cedar	Red Cedar as % of total Red Cedar in territory
Arbutus	197.8	0.57
Ash	4,033.2	11.53
Beaufort	1,071.7	3.06
Cameron	1,070.9	3.06
China	956.4	2.73
Chuchakacook	693.1	1.98
Coleman	1,595.5	4.56
Corrigan	952.1	2.72
Cous	2,198.7	6.28
Doran	197.2	0.56
Drinkwater/Della	--	0.00
Grassy	95.96	0.27
Great Central Lake	3,262.3	9.32
Handy Creek	17.5	0.05
Hywatches	324.9	0.93
Lowry	263.6	0.75
McCoy/Devils Den	176	0.50
Maber/McBride	810.8	2.32
Mactush	2107	6.02
Museum	915.3	2.62
Nahmint	7,405.9	21.16
Oshinow	150.6	0.43
Pocahontas Point	23.1	0.07
Roger Creek	699.5	2.00
Shoemaker	16.7	0.05
Sproat Lake	4,151.5	11.86
Taylor	1,594.4	4.56
Thunder	12.1	0.03
Total	34,993.76	100.00

2. **Table 7 from the Hupacasath Land Use Plan Phase 1 - “Hupacasath Use Areas with Yellow Cedar Occurrence”.**

Landscape Unit	Hectares of Yellow Cedar	Yellow Cedar as % of Yellow Cedar in territory
Arbutus	--	0.0
Ash	602.7	2.9
Beaufort	368.7	1.8
Cameron	1,431.4	6.9
China	494.5	2.4
Chuchakacook	1,528.9	7.4
Coleman	164.1	0.8
Cordon	316.0	1.5
Cous	999.1	4.8
Doran	829.3	4.0
Drinkwater/Della	3.1	0.0
Grassy	69.6	0.3
Great Central Lake	1,725.0	8.3
Handy Creek	1,106.0	5.3
Hywatches	--	0.0
Lowry	95.0	0.5
McCoy/Devils Den	--	0.0
Maber/McBride	1,287.3	6.2
Mactush	824.4	4.0
Museum	635.4	3.1
Nahmint	3,996.8	19.2
Oshinow	245.6	1.2
Pocahontas Point	159.4	0.8
Roger Creek	154.1	0.7
Shoemaker	--	0.0
Sproat Lake	1,739.5	8.4
Taylor	1,980.1	9.5
Thunder	31.2	0.2
Total	2,0787.2	100.0

APPENDIX B – Polygons of Potential (Based on GIS Analysis)

Within each table, the following terms are used:

Gross polygon size describes the total size in hectares of the polygon mapped, minus riparian netdowns, with all species included. This information is calculated where cedar volumes had to be estimated in the absence of recorded data.

Estimated cedar volume is calculated where no recorded data on cedar percentage exists, and estimates of cedar percentage have been used.

Gross polygon cedar volume is calculated when recorded data exists on cedar percentage (gross polygon size x cedar %)

Cedar Volume Applying Sustainable Harvest Rate takes the gross polygon cedar volume or the estimated cedar volume and assumes that $1/50^{\text{th}}$ of the volume can be harvested every 10 years.

COOK AND MACTUSH

HFN LUP Designations

- Cook - HUP Resource Management Zone
- Mactush - HUP Resource Management Zone

Remaining Work

1. Field review to identify canoe/monumental trees
2. If total cedar needs can not be met with the “sustainable harvest rate” applied to all polygons, a review is needed to determine which polygons should be set aside for HFN exclusive harvest.

Summary Tables

Sustainable Harvest – Old Growth Red Cedar

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses		
			Canoe	Carving	Ceremonial Buildings
MAC1	10,375.14 m3	207.5 m3		▪	▪
MAC8	2,400.27 m3	48 m3		▪	▪
MAC9	2,909.99 m3	58.2 m3		▪	▪
MAC10	1,686 m3	33.72 m3		▪	▪
MAC11	2,362.69 m3	47.25 m3		▪	▪
MAC12	2,844.5 m3	56.89 m3		▪	▪
Totals	22,578.59 m3	451.56 m3			

Sustainable Harvest – Old Growth Cypress

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses		Stems
			Carving	Stripping	
COOK1	4,261.13 m3	85.22 m3	▪	▪	2,816
MAC1	16,155.19 m3	323.10 m3	▪	▪	6,551
MAC3	5,668.72 m3	113.37 m3	▪	▪	2,828
MAC4	8,463.46 m3	169.27 m3	▪	▪	5,278
MAC5	4,070.18 m3	81.4 m3	▪	▪	2,457
MAC6	5,473.7 m3	109.47 m3	▪	▪	3,199
MAC7	4,772.09 m3	95.44 m3	▪	▪	2,579
Totals	48,864.47 m3	977.27 m3			25,708

Old growth red cedar species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC1	20%	Poor	<ul style="list-style-type: none"> Access: Branch UK200 Netdowns: 6.068ha FEN 	10 (320 yr.)	51,875.71 m ³ (1053.1m ³ /ha x 49.26ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					10,375.14 m ³ 51,875.71 m ³ x .20%		
					Cedar Volume Applying Sustainable Harvest Rate		
					207.5 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC8	33%	Poor.	<ul style="list-style-type: none"> Access: Branch 479 Netdowns: 3.83ha FEN; Streams (4.72 ha) 	9 (244 yr.)	7,273.54 m ³ (825.6m ³ /ha x 8.81ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:

	Estimated Cedar Volume	
	2,400.27 m3	
	7,273.54 m3/ha x .33%	
	Cedar Volume Applying Sustainable Harvest Rate	
	48 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC9	20%	Med	<ul style="list-style-type: none"> • Access: Branch M100 and M170 • Netdowns: 19.39 FEN; Streams (4.07ha) 	10 (319 yr.)	14,549.93 m3 (707.2m3/ha x 20.57ha)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Mactush (RMZ) • Preferred Polygon designation:

	Estimated Cedar Volume	
	2,909.99 m3	
	14,549.93 m3/ha x .20%	
	Cedar Volume Applying Sustainable Harvest Rate	
	58.2 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC10	Est. 30%	Poor	<ul style="list-style-type: none"> Access: Branch 1200 Above Arden Creek Netdowns: n/a 	10 (322 yr.)	5,620 m ³	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					1,686 m ³		
					5,620 m ³ x .30		
Cedar Volume Applying Sustainable Harvest Rate	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 						
33.72 m ³ every 10 years							

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC11	19%	Poor	<ul style="list-style-type: none"> Access: Branch M100 Netdowns: Streams (1.21ha) 	10 (321 yr.)	12,435.24 m ³ (760.1m ³ /ha x 16.36ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:

Estimated Cedar Volume	
2,362.69 m3	
12,435.24 m3/ha x .19%	
Cedar Volume Applying Sustainable Harvest Rate	
47.25 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC12	55%	Med	<ul style="list-style-type: none"> • Access: Kanyon • Netdowns: Streams (5.9ha) 	10 (326 yr.)	5,172 m3 (782.2m3/ha x 6.6ha)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Mactush (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					2,844.5 m3		
					5,172 m3/ha x .55%		
					Cedar Volume Applying Sustainable Harvest Rate		
					56.89 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume 	

	can be harvested
--	------------------

Old growth cypress: Cultural (consumptive)

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COOK1	18%	Poor	<ul style="list-style-type: none"> Access: Branch 2510J Netdowns: 33.89 ha FEN; Streams (5.35 ha) 	10 (310 yr.)	23,672.96 m ³	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Chuchuchacook (RMZ) Preferred Polygon designation:
					(601.6m ³ /ha x 39.35 ha)		
					Estimated Cedar Volume		
					4,261.13 m ³		
					23,672.96 m ³ x .18%		
					Cedar Volume Applying Sustainable Harvest Rate		
					85.22 m ³ every 10 years		
Estimated Stems							
2,816	<ul style="list-style-type: none"> Estimated 350 stems / ha 						
(44.7 ha x .18 x 350)							

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COOK2	20%	Poor	<ul style="list-style-type: none"> • Access: Kanyon 730 • Netdowns: 1.126 ha FEN; Streams (2.51 ha) 	9 (244 yr.)	14,332.64 m3	<ul style="list-style-type: none"> • Carving • Stripping 	<ul style="list-style-type: none"> • Hupacasath Use Area: Chuchuchacook (RMZ) • Preferred Polygon designation:
					(938m3/ha x 15.28ha)		
					Estimated Cedar Volume		
					2,866.53 m3		
					14,332.64 m3 x .20%		
					Cedar Volume Applying Sustainable Harvest Rate		
					57.33 m3 every 10 years		
Estimated Stems							
1,245	<ul style="list-style-type: none"> • Estimated 350 stems / ha 						
(17.79ha x .20 x 350)							

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COOK3	20%	Poor	<ul style="list-style-type: none"> Access: Kanyon 720 and 2510J Netdowns: 6.68ha FEN; Streams (1.65 ha) 	9 (244 yr.)	6,342.76 m ³	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Chuchuchacook (RMZ) Preferred Polygon designation:
					(938m ³ /ha x 6.76ha)		
					Estimated Cedar Volume		
					1,268.55 m ³		
					6,342.76 m ³ x .20%		
					Cedar Volume Applying Sustainable Harvest Rate		
					25.37 m ³ every 10 years		
Estimated Stems							
589	<ul style="list-style-type: none"> Estimated 350 stems / ha 						
(8.41ha x .20 x 350)							

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC1	38%	Poor	<ul style="list-style-type: none"> Access: Branch UK200 Netdowns: 6.068ha FEN; Streams (8.89 ha) 	10 (320 yr.)	42,513.65 m ³	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					(1053.1m ³ /ha x 40.37ha)		
					Estimated Cedar Volume		
					16,155.19 m ³		
					42,513.65 m ³ x .38%		
					Cedar Volume Applying Sustainable Harvest Rate		
					323.10 m ³ every 10 years		
Estimated Stems							
6551	<ul style="list-style-type: none"> Estimated 350 stems / ha 						
(49.26ha x .38 x 350)							

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC3	32%	Poor	<ul style="list-style-type: none"> Access: Mactush 100 Netdowns: 16.97 FEN; Streams (1.23 ha) 	10 (314 yr.)	17,714.75 m ³ (737.5m ³ /ha x 24.02ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					5,668.72 m ³ 17,714.75 m ³ x .32%		
					Cedar Volume Applying Sustainable Harvest Rate		
					113.37 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					2828 (25.25ha x .32 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC4	29%	Poor	<ul style="list-style-type: none"> Access: UK 200 Netdowns: 6.17 FEN; Streams and Lakes (10.93 ha) 	10 (310 yr.)	29,184.34 m ³ (710.6m ³ /ha x 41.07ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					8,463.46 m ³ 29,184.34m ³ x .29%		
					Cedar Volume Applying Sustainable Harvest Rate		
					169.27 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					5,278 (52ha x .29 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC5	30%	Poor	<ul style="list-style-type: none"> Access: UK 200 Netdowns: 7.9ha FEN; Streams (0.22 ha) 	10 (251 yr.)	13,567.25 m ³ (585.3m ³ /ha x 23.18)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					4,070.18 m ³ 13,567.25 m ³ /ha x .30%		
					Cedar Volume Applying Sustainable Harvest Rate		
					81.4 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					2,457 (23.4ha x .30 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC6	23%	Med.	<ul style="list-style-type: none"> Access: Branch K 600 Netdowns: 36.34ha FEN; Streams (2.06 ha) 	9 (235 yr.)	23,798.69 m ³ (631.6m ³ /ha x 37.68ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					5,473.7 m ³ 23,798.69 m ³ /ha x .23%		
					Cedar Volume Applying Sustainable Harvest Rate		
					109.47 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					3199 (39.74ha x .23 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
MAC7	33%	Poor.	<ul style="list-style-type: none"> Access: Mactush 100 Netdowns: 18.29ha FEN; Streams (3.29 ha) 	10 (314 yr.)	14,460.88 m3 (759.5m3/ha x 19.04ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Mactush (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					4,772.09 m3 14,460.88 m3 /ha x .33%		
					Cedar Volume Applying Sustainable Harvest Rate		
					95.44 m3 every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					2,579 (22.33ha x .33 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

CORRIGAN, COLEMAN, HYWATCHES

HFN LUP Designations

- Corrigan, Coleman – HUP Resource Management Zone
- Hywatches – Special Management Zone

Remaining Work

1. Field review to identify canoe/monumental trees
2. If total cedar needs can not be met with the “sustainable harvest rate” applied to all Polygons, COL1, HY1 and HY2 may be considered for HFN exclusive harvest.

Summary Tables

Sustainable Harvest – Old Growth Red Cedar

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses			Ground truthing
			Canoe	Carving	Ceremonial Buildings	
COL2	10,841.59 m ³	216.83 m ³		▪	▪	Remap polygon to reflect accessibility without new road
COL1	16,427.95 m ³	328.56 m ³		▪	▪	Remap new polygon
HY1	4,400.2 m ³	88 m ³		▪	▪	
HY2	797.66 m ³	15.95 m ³		▪	▪	
Totals	32,467.4 m³	649.34 m³				Recalculate totals after revised mapping

Sustainable Harvest – Old Growth Cypress

- N/A

Bark Stripping

Polygon	Gross Red Cedar Stems	Gross Cypress Stems	Groundtruthing
COL3	16,080 stems		
COL4	7,995 stems		
Totals	24,075 stems		

Additional Areas – Non Consumptive (do not contribute to cultural needs)

Polygon	Gross Polygon Size	Values
HY3	117.67 ha	Fisheries, traditional use
COL5	22.6 ha	Fisheries, traditional use
Totals	140.27 ha	

Old growth red cedar main species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COL2 Crown	Est. 55%	Med / Poor	<ul style="list-style-type: none"> Access: Excellent, Heather Main through and adjacent to Polygon Netdowns: 1 FEN (0.57 ha) in southern portion of Polygon; Stream1 (1.124ha), Stream2 (0.303ha), Stream3 (0.085ha) 	10 (326 yr.)	19,711.99 m ³ (646m ³ /ha x 25.38ha) + (407m ³ /ha x .45ha) + (739m ³ /ha x 4.24ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Coleman (RMZ) Field review to map canoe logs Preferred Polygon designation: <i>reserved for HFN cultural use</i>
					Estimated Cedar Volume		
					10,841.59 m ³ 19,711.99 m ³ x .55%		
					Cedar Volume Applying Sustainable Harvest Rate		
					216.83 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Old growth red cedar second species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COL1	Est. 35%	Med	<ul style="list-style-type: none"> Access: Excellent, Heather Main through Polygon Netdowns: 2 FENs (1.25ha & 3.51ha), one through Polygon and one at northern tip; Streams (6.08ha) 	10 (326 yr.)	46,939 m ³ (850m ³ /ha x 55.22ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Coleman (RMZ) Preferred Polygon designation: <i>reserved for HFN cultural use</i>
					Estimated Cedar Volume		
					16,427.95 m ³		
					46,939 m ³ x .35		
					Cedar Volume Applying Sustainable Harvest Rate		
					328.56 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
HY1 Crown	Est. 35%	Med	<ul style="list-style-type: none"> Access: Excellent, road access through Polygon off of Hawthorne 200 Netdowns: 1 FEN (6.83 ha) on northern portion of Polygon; Streams (0.23ha) 	10 (326 yr.)	12,572 m ³	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Hywatches (SMZ) Apply 30% retention if the Polygon is not given OGMA status and a more intensive harvest is needed Preferred Polygon designation: <i>reserved for HFN cultural use</i>
					(400m ³ /ha x 31.43ha)		
					Estimated Cedar Volume		
					4,400.2 m ³		
					12,572 m ³ x .35		
					Cedar Volume Applying Sustainable Harvest Rate		
					88 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
HY2 Crown	Est. 35%	Med	<ul style="list-style-type: none"> Access: Excellent, 2 branches off of Hawthorne 200 run adjacent to two sides of Polygon Netdowns: Streams (0.773ha) 	10 (326 yr.)	2,279.04 m ³ (605m ³ /ha x 3.77ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Hywatches (SMZ) Apply 30% retention if the Polygon is not given OGMA status and a more intensive harvest is needed Preferred Polygon designation: <i>reserved for HFN cultural use</i>
					Estimated Cedar Volume		
					797.66 m ³ 2,279.04 m ³ x .35		
					Cedar Volume Applying Sustainable Harvest Rate		
					15.95 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Second growth red cedar: Cultural (non-consumptive)

Polygon	% Cedar	Site Index	Access	Age Class	Gross Polygon Size	Uses	Notes
COL3 Crown	Est. 65%	High and Med	<ul style="list-style-type: none"> Access: below Bamfield mainline 	3 (46-56 yr)	49.48ha	<ul style="list-style-type: none"> Bark stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Coleman (RMZ) % of cedar unknown Field review to estimate cedar percentage Preferred Polygon designation: <i>OGMA</i>
					Estimated Cedar Percentage		
					32.16 ha	<ul style="list-style-type: none"> 	
					49.48ha x .65		
					Estimated Number of Cedar Stems		
					16,080 stems	<ul style="list-style-type: none"> assume 500 stems / ha 	

Polygon	% Cedar	Site Index	Access	Age Class	Gross Polygon Size	Uses	Notes
COL4 Crown	Est. 30%	Med	<ul style="list-style-type: none"> Access: adjacent to Bamfield mainline 	3 (50 yr.)	53.3ha	<ul style="list-style-type: none"> Bark stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Coleman (RMZ) % of cedar unknown Field review to estimate cedar percentage Preferred Polygon designation: <i>OGMA</i>
					Estimated Cedar Percentage		
					15.99 ha	<ul style="list-style-type: none"> 	
					53.3 ha x .30		
					Estimated Number of Cedar Stems		
					7,995 stems	<ul style="list-style-type: none"> assume 500 stems / ha 	

Additional Areas: Ecological and Cultural (non-consumptive)

Polygon	Species	Site Index	Existing and Proposed Netdowns	Age Class	Gross Polygon Size	Uses	Notes
HY3	Hemlock, fir, cypress	H, M	<ul style="list-style-type: none"> Existing: FEN Proposed: HFN LUP2 - 30m reserve on either side of Franklin Rv.) 	3-10	117.67ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Hywatches (SMZ) Fisheries and traditional use Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Existing and Proposed Netdowns	Age Class	Gross Polygon Size	Uses	Notes
COL5	Hemlock, fir, cedar	M, G	<ul style="list-style-type: none"> Proposed: HFN LUP2 - 40m reserve on either side or Chesnucknum Crk. 	3,4 and 10	22.6ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Hywatches (SMZ) Fisheries and traditional use Preferred Polygon designation: <i>OGMA</i>

COUS – Crown Portion

HFN LUP Designations

- Cous - HUP Resource Management Zone

Remaining Work

1. Field review to identify canoe/monumental trees
2. If total cedar needs can not be met with the “sustainable harvest rate” applied to all polygons, a review is needed to determine which polygons should be set aside for HFN exclusive harvest.

Summary Tables

Sustainable Harvest – Old Growth Red Cedar

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses		
			Canoe	Carving	Ceremonial Buildings
COUS2	1,439.36 m3	28.78 m3	▪	▪	▪
COUS4	2,954.06 m3	59.08 m3		▪	▪
COUS5	1,225.4 m3	24.5 m3		▪	▪
COUS7	4,059.5 m3	81.2 m3		▪	▪
COUS8	4,893.7 m3	97.87 m3		▪	▪
Totals	14,572.02 m3	291.43 m3			

Sustainable Harvest – Old Growth Cypress

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses		Stems
			Carving	Stripping	
COUS1	13,070.5 m3	261.4 m3	▪	▪	8,190
COUS5	1,096.4 m3	21.9 m3	▪	▪	672
COUS10	1,174.5 m3	23.5 m3	▪	▪	478
COUS11	1,612.9 m3	32.2 m3	▪	▪	715
COUS13	3,055.8 m3	61.1 m3	▪	▪	1,255
Totals	20,010.1 m3	400.1 m3			11,310

Old growth red cedar species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS2	26%	Good	<ul style="list-style-type: none"> • Access: Branch 1110 • Netdowns: FEN (8.12ha), Streams (3.14ha) 	10 (321 yr.)	5,536 m3 (1107.2m3/ha x 5ha)	<ul style="list-style-type: none"> • Canoe • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Field review to map canoe logs • Preferred Polygon designation:
					Estimated Cedar Volume		
					1,439.36 m3 5,536 m3/ha x .26%		
					Cedar Volume Applying Sustainable Harvest Rate		
					28.78 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS4	34%	Poor	<ul style="list-style-type: none"> Access: Branch 404 Netdowns: FEN (8.7ha) 	10 (316 yr.)	8,688.4 m ³ (856m ³ /ha x 10.15ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Cous (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					2,954.06 m ³ 8,688.4 m ³ /ha x .34%		
					Cedar Volume Applying Sustainable Harvest Rate		
					59.08 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS5	19%	Medium	<ul style="list-style-type: none"> Access: Branch 454 & M1 Netdowns: FEN (10.5ha), Streams (2.6ha) 	10 (316 yr.)	6,449.7 m ³ (738.8m ³ /ha x 8.73ha)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Cous (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		

1,225.4 m3	
6,449.7m3/ha x .19%	
Cedar Volume Applying Sustainable Harvest Rate	
24.5 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS7	32%	Medium	<ul style="list-style-type: none"> • Access: Branch 1100 • Netdowns: FEN (14.84ha) 	10 (316 yr.)	12,685.9 m3 (813.2m3/ha x 15.6ha)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					4,059.5 m3		
					12,685.9 m3/ha x .32%		
					Cedar Volume Applying Sustainable Harvest Rate		
					81.2 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS8	43%	Poor	<ul style="list-style-type: none"> • Access: Branch 460 • Netdowns: Streams (0.5ha) 	9 (245 yr.)	11,380.7 m3 (1161.3m3/ha x 9,8ha)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					4,893.7 m3 11,380.7 m3/ha x .43%		
					Cedar Volume Applying Sustainable Harvest Rate		
					97.87 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	

Old growth cypress: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS1	65%	Med	<ul style="list-style-type: none"> Access: Branch 1150 Netdowns: FEN (34.3ha); Streams (13.1ha) 	8 (201 yr.)	20,108.49 m ³	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Cous (RMZ) Preferred Polygon designation:
					(878.1m ³ /ha x 22.9ha)		
					Estimated Cedar Volume		
					13,070.5 m ³		
					20,108.49 m ³ /ha x .65%		
					Cedar Volume Applying Sustainable Harvest Rate		
					261.4 m ³ every 10 years		
Estimated Stems							
8,190 stems	<ul style="list-style-type: none"> Estimated 350 stems / ha 						
(36ha x .65 x 350)							

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS5	17%	Medium	<ul style="list-style-type: none"> • Access: Branch 454 & M1 • Netdowns: FEN (10.5ha), Streams (2.6ha) 	10 (316 yr.)	6,449.7 m ³ (738.8m ³ /ha x 8.73ha)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					1,096.4 m ³ 6,449.7m ³ /ha x .17%		
					Cedar Volume Applying Sustainable Harvest Rate		
					21.9 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					672 (11.3ha x .17 x 350)	<ul style="list-style-type: none"> • Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS10	24%	Poor	<ul style="list-style-type: none"> • Access: Branch 460 • Netdowns: FEN (5.3ha) 	10 (311 yr.)	4,893.8 m ³ (851.1m ³ /ha x 5.75ha)	<ul style="list-style-type: none"> • Carving • Stripping 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					1,174.5 m ³ 4,893.8 m ³ /ha x .24%		
					Cedar Volume Applying Sustainable Harvest Rate		
					23.5 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					478 stems (5.7ha x .24 x 350)	<ul style="list-style-type: none"> • Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS11	14%	Poor	<ul style="list-style-type: none"> • Access: Branch 405 • Netdowns: FEN (13.2ha), Streams (0.4) 	10 (311 yr.)	11,521.1 m ³ (817.1m ³ /ha x 14.1ha)	<ul style="list-style-type: none"> • Carving • Stripping 	<ul style="list-style-type: none"> • Hupacasath Use Area: Cous (RMZ) • Preferred Polygon designation:
					Estimated Cedar Volume		
					1,612.9 m ³ 11,521.1 m ³ /ha x .14%		
					Cedar Volume Applying Sustainable Harvest Rate		
					32.2 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					715 stems (14.6ha x .14 x 350)	<ul style="list-style-type: none"> • Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
COUS13	24%	Poor	<ul style="list-style-type: none"> Access: Branch 405 Netdowns: FEN (12.8) 	10 (311 yr.)	12,732.5 m ³ (851.1 m ³ /ha x 14.95ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Cous (RMZ) Preferred Polygon designation:
					Estimated Cedar Volume		
					3,055.8 m ³ 12,732.5 m ³ /ha x .24%		
					Cedar Volume Applying Sustainable Harvest Rate		
					61.1 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					1,255 stems (14.95ha x .24 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

GREAT CENTRAL LAKE – Crown Portion

HFN LUP Designations

- Great Central Lake – Special Management Zone

Remaining Work

1. Field review to canoe/monumental trees
2. If total cedar needs can not be met with the “sustainable harvest rate” applied to all polygons, a review is needed to determine which polygons should be set aside for HFN exclusive harvest.

Additional Notes

Potential OGMA areas were identified primarily based on biodiversity interests. Few areas are readily accessible to HFN so there are limited areas feasible to meet cedar needs.

- Can reach areas on north side of lake if have Hydro key for gate just after Boy Scout camp turnoff
- Only seasonal access

Summary Tables

Sustainable Harvest – Old Growth Red Cedar

Polygon	Gross Cedar Volume	Sustainable Harvest Volume	Uses		
			Canoe	Carving	Ceremonial Buildings
GCL2	1,589.62 m3	31.8 m3		▪	▪
Totals	1,589.62 m3	31.8 m3			

Sustainable Harvest – Old Growth Cypress

Polygon	Gross Cypress Volume	Sustainable Harvest Volume	Uses		Stems
			Carving	Stripping	
GCL3	5,821.12 m3	116.42 m3	▪	▪	5,512
GCL14	11,751.68 m3	235.03 m3	▪	▪	5,915
Totals	17,572.8 m3	351.45 m3			11,427

Old Growth Recruitment Areas

Polygon	Gross Polygon Size	Current Age
GCL4	41.00 ha	9 yr.
Totals	41.00 ha	

Bark Stripping Red Cedar

- N/A

Additional Areas – Non Consumptive (do not contribute to cultural needs)

Polygon	Gross Polygon Size	Values
GCL1	15.50 ha	Archaeology, traditional use
GCL5	30.00 ha	Traditional use
GCL6	31.75 ha	Fisheries
GCL7	51.88 ha	Fisheries, traditional use
GCL8	48.63 ha	Traditional use, ecological
GCL9	16.12 ha	Archaeology
GCL10	13.97 ha	Archaeology
GCL11	19.79 ha	Archaeology
GCL12	5.60 ha	Fisheries, archaeology
GCL13	110.29 ha	Ecological
GCL19	19.24 ha	Ecological
GCL20	21.80 ha	Ecological
GCL21	18.23 ha	Ecological
GCL22	24.08 ha	Ecological
GCL23	13.74 ha	Ecological
GCL24	15.20 ha	Ecological
GCL25	25.29 ha	Ecological
GCL26	27.68 ha	Ecological
GCL27	23.57 ha	Ecological
GCL28	28.96 ha	Ecological
GCL29	68.34 ha	Ecological
GCL30	2.51 ha	Ecological
GCL31	5.47 ha	Ecological
GCL32	134.66 ha	Ecological
GCL33	76.91 ha	Ecological
Totals	849.21 ha	

Old growth red cedar second species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes	
GCL2 Crown	18%	Poor	<ul style="list-style-type: none"> • Access: From Merces dump, maze of roads • Netdowns: FEN (100%); Stream (0.017 ha) 	8 (195 yr.)	1,589.62 m ³	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: GCL (SMZ) • Field review to map suitable areas within Polygon • Preferred Polygon designation: <i>OGMA</i> 	
					Cedar Volume Applying Sustainable Harvest Rate			
					31.8m ³ every 10 yr.			<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Old growth cypress second species

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
GCL3	Est. 35%	Poor	Access: off of High Level rd. Netdowns: FEN (32.7ha); Streams (2.68 ha)	10 (252 yr.)	16,631.76 m ³ 393m ³ /ha x 42.32ha	<ul style="list-style-type: none"> • Carving • Stripping 	<ul style="list-style-type: none"> • Hupacasath Use Area: GCL (SMZ) • Field review to estimate cypress percentage • Preferred Polygon designation:
					Estimated Cypress Volume		
					5,821.12 m ³ 16,631.76 m ³ x .35		
					Cypress Volume Applying Sustainable Harvest Rate		
					116.42 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					5,512 (45ha x .35 x 350)	<ul style="list-style-type: none"> • Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
GCL14 Crown	Est. 65%	Med	Access: Branch 120 Netdowns: Streams (4.729 ha)	10 (327 yr)	18,079.5 m ³	<ul style="list-style-type: none"> • Carving • Stripping 	<ul style="list-style-type: none"> • Hupacasath Use Area: GCL (SMZ) • Field review to estimate cypress percentage • Preferred Polygon designation:
					(850m ³ /ha x 21.27ha)		
					Estimated Cypress Volume		
					11,751.68 m ³		
					(18,079.5 m ³ x .65)		
					Cypress Volume Applying Sustainable Harvest Rate		
					235.03 m ³ every 10 years		
Estimated Stems							
5,915	<ul style="list-style-type: none"> • Estimated 350 stems / ha 						
(26ha x .65 x 350)							

Old growth recruitment areas

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Size	Uses	Notes
GCL4 Crown	27% cypress 9% cedar	Med	Access: off of High Level rd. Netdowns: none	1 (9 yr.)	41 ha.	<ul style="list-style-type: none"> Recruit for old growth 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Additional areas: Ecological and Cultural (non-consumptive)

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL1 Crown	Fir, hemlock, balsam, 20% cedar	Poor, med, Good	<ul style="list-style-type: none"> Between View and Merc Lakes 	9 and 10 (239 – 327 yr.)	15.5ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Archaeology and traditional use sites Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL5 Crown	Hemlock, balsam, cedar, cypress	Good, Med	<ul style="list-style-type: none"> Proposal: 25m on either side of no name creek 	3 and 10	30ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) traditional use sites Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL6 Crown	Hemlock, cedar, cypress, balsam	Poor, Med	<ul style="list-style-type: none"> Proposal: 25m on either side of Doran Creek 	10 and 3	31.75ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Doran Creek – Fisheries values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL7 Crown	Hemlock, cedar, cypress	Med	<ul style="list-style-type: none"> Proposal: 50m on either side of Dorothy Creek 	10 and 1	51.88ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Fisheries values and traditional use Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL8 Crown	Cypress, balsam, hemlock, cedar	Poor, Good	<ul style="list-style-type: none"> Adjacent to Sowl Lake 	10	48.63ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Traditional use and ecological Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL9 Crown	Fir, hemlock	Good, Med	<ul style="list-style-type: none"> Proposal: 100m along shoreline 	3	16.12ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Shoreline above petroglyphs Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL10 Crown	Hemlock, balsam	Med, Good	<ul style="list-style-type: none"> Adjacent to View Lake 	2,3	13.97ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Archaeology sites Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL11 Crown	Fir, hemlock	Good	<ul style="list-style-type: none"> Merc Dump area 	4, 10	19.79ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Archaeology sites Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL12 Crown	Fir, hemlock	Poor, Med	<ul style="list-style-type: none"> Proposal: 25m on either side of Lowry Creek 	3,6,9	5.6ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Fisheries values Archaeology sites (including Lowry Trail) Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL13 Crown	Cedar, hemlock	Poor	<ul style="list-style-type: none"> Adjacent to Doran Creek 	10	110.29	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Doran (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL19 Crown	Cypress	Poor	<ul style="list-style-type: none"> South side of GCL, off Lakeside Dump, Lake Main 100 	10 (327 yr.)	19.24ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL20 Crown	Cedar	Med	<ul style="list-style-type: none"> South side of GCL, off Lakeside Dump, Lake Main 100 – adjacent to GCL19 	10 (327 yr.)	21.8ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL21 Crown	Cypress	Good, Med	<ul style="list-style-type: none"> South side of GCL, off Lakeside Dump, Lake Main 100 – above GCL20 	10 (327 yr.)	18.23ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL22 Crown	Cedar	Med	<ul style="list-style-type: none"> Northwest of Mount Porter, no road access 	10 (327 yr.)	24.08ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL23 Crown	Cypress	Poor	<ul style="list-style-type: none"> Northwest of Mount Porter, west of GCL22 	10 (327 yr.)	13.74ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: GCL (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL24 Crown	Cedar 48%	Poor	<ul style="list-style-type: none"> Off Caleb 200 	9 (245 yr.)	15.2ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Doran (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL25 Crown	Cedar 65%, Cypress 9%	Poor, Good	<ul style="list-style-type: none"> Off Dorothy 200 	9, 10 (245, 320 yr.)	25.29ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL26 Crown	Cypress	Poor	<ul style="list-style-type: none"> Off Dorothy 200, west of GCL25 	10	27.68ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL27 Crown	Cypress	Poor	<ul style="list-style-type: none"> East of Dorothy Creek, off Dorothy 315 	10 (327 yr.)	23.57ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL28 Crown	Cypress	Med	<ul style="list-style-type: none"> North of GCL 27, off Dorothy 315 	10 (327 yr.)	28.96ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL29 Crown	Cypress 50%	Med, Poor	<ul style="list-style-type: none"> West of Dorothy Creek, poor access 	9, 10 (245-327 yr.)	68.34ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL30 Crown	Cypress 50%	Poor	<ul style="list-style-type: none"> Off Dorothy 300, good access by boat 	9 (245yr.)	2.51ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL31 Crown	Cypress 50%	Med, Poor	<ul style="list-style-type: none"> North of GCL30, off Dorothy 300 	9,10 245 – 318 yr.	5.47ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL32 Crown	Cedar (second)	Med, Poor	<ul style="list-style-type: none"> GCL shoreline, on Dorothy 310 	10 (327 yr.)	134.66ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
GCL33 Crown	Cypress (main)	Med	<ul style="list-style-type: none"> Downhill from Sowl Lake 	10 (327 yr.)	76.91ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Maber (PA) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

NAHMINT

HFN LUP Designations

- Nahmint – Special Management Zone

Remaining Work

1. Field review to identify canoe/monumental trees
2. If total cedar needs can not be met with the “sustainable harvest rate” applied to all polygons, a review is needed to determine which polygons should be set aside for HFN exclusive harvest.

Summary Tables

Sustainable Harvest – Old Growth Red Cedar

Polygons	Gross Cedar Volume	Sustainable Harvest Volume	Uses		Ceremonial Buildings	Ground truthing
			Canoe	Carving		
NAH2	5,750.31 m3	115.01 m3	▪	▪	▪	
NAH3	139,983.32 m3	2,799.67 m3	▪	▪	▪	Defer – dependent on future road building
NAH6	23,982.92 m3	479.66 m3		▪	▪	Delete
NAH8	28,545.53 m3	570.91 m3		▪	▪	
NAH12	10,440.58 m3	208.8 m3		▪	▪	
NAH17	22,606.5 m3	452.13 m3	▪	▪	▪	3 potential canoe trees
NAH19	17,820.1 m3	356.4 m3		▪	▪	Additional field review required
NAH1	3,332.11 m3	66.64 m3		▪	▪	
NAH11	7,774.19 m3	155.48 m3		▪	▪	
NAH14	10,890.4 m3	217.8 m3	▪	▪	▪	3-4 potential canoe trees – access dependent on road not being deactivated

						as planned
Totals	271,125.96	5,442.5 m3				

Sustainable Harvest – Old Growth Cypress

Polygons	Gross Cypress Volume	Sustainable Harvest Volume	Uses		Stems
			Carving	Stripping	
NAH8	6,299.7 m3	125.99 m3	▪	▪	3,549
NAH4	2,770.59 m3	55.41 m3	▪	▪	1,982
NAH5	8,789.78 m3	175.8 m3	▪	▪	6,947
NAH7	1,702.7 m3	34.05 m3	▪	▪	2,115
NAH9	13,703.25 m3	274.07 m3	▪	▪	10,223
NAH22	16,624.69 m3	332.49 m3	▪	▪	7,402
Totals	49,890.71 m3	997.81 m3			32,218

Bark Stripping Red Cedar

- N/A

Additional Areas – Non Consumptive (do not contribute to cultural needs)

Polygons	Gross Polygon Size	Values
NAH10	24.22 ha	Ecological (elk and deer corridor, Nahmint Rv.)
NAH13	10.69 ha	Ecological values (elk, fisheries)
NAH15	60.43ha	Ecological (elk, fisheries, adjacent to MaMu area)
NAH16	24.07ha	Ecological (corridor to lake)
NAH18	97.35ha	Ecological
NAH20	11.37 ha	Ecological
NAH21	15.2 ha	Ecological
Totals	243.33 ha	

Old growth red cedar main species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH2	65%	Med	<ul style="list-style-type: none"> Access: Nahmint Main through Polygon Netdown: Almost 100% FEN, Streams and Lake (5.52 ha) 	10 (321 yr.)	5,750.31 m ³ (961.59m ³ x 9.2ha x .65)	<ul style="list-style-type: none"> Canoe Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to map suitable areas and canoe logs within Polygon Preferred Polygon designation: <i>OGMA</i>
					Cedar Volume Applying Sustainable Harvest Rate		
					115.01 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH3	65-71% (avg. used)	Med, Good	<ul style="list-style-type: none"> Access: 50m off end of Lake Main Netdowns: 50% FEN, Streams (28.57 ha) 	10 (326 yr)	139,983.32 m ³ (1127m ³ x 182.66ha x .68)	<ul style="list-style-type: none"> Canoe Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to map suitable areas and canoe logs within Polygon M3/ha ranges from 963m³ – 1291m³

							(avg. used) <ul style="list-style-type: none"> Preferred Polygon designation: <i>HFN exclusive cultural use</i>
						Cedar Volume Applying Sustainable Harvest Rate	
						2,799.67 m3 every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH6	57%	Med	<ul style="list-style-type: none"> Access: Riverside 100 Netdowns: 60% FEN, Streams (14.11 ha) 	10 (326 yr)	23,982.92 m3 (834m3/ha x 50.45ha x .57)	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Preferred Polygon designation: <i>HFN exclusive cultural use</i>
						Cedar Volume Applying Sustainable Harvest Rate	
						479.66 m3 every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
	60-	Med,	<ul style="list-style-type: none"> Access: Riverside 	10	Cedar: 28,545.53 m3	<ul style="list-style-type: none"> Carving 	<ul style="list-style-type: none"> Hupacasath Use

NAH8	85% cedar (72.5% avg.), 16% cypresses	Poor	Main and Riverside 100 through Polygon <ul style="list-style-type: none"> • Netdowns: 90% FEN, Streams (16.18 ha) 	(326 yr.)	(834m3/ha x 47.21ha x .725) Cypress: 6,299.7 m3 (834m3/ha x 47.21ha x .16)	<ul style="list-style-type: none"> • Ceremonial 	Area: Nahmint (SMZ) <ul style="list-style-type: none"> • Preferred Polygon designation: <i>HFN exclusive cultural use</i> 		
								Cedar Volume Applying Sustainable Harvest Rate	
								Cedar: 570.91 m3 every 10 years Cypress: 125.99 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested
								Estimate Cy Stems 3,549 (63.39 ha x .16 x 350)	<ul style="list-style-type: none"> • Estimated 350 stems / ha

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH12	45%	Poor	<ul style="list-style-type: none"> • Access: Branch 140 • Netdowns: 1.58 ha FEN; Streams (0.51 ha) 	10 (421 yr.)	10,440.58 m3 (954m3/ha x 24.32ha x .45)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Nahmint (SMZ)

							<ul style="list-style-type: none"> • Field review to map suitable areas within Polygon • Preferred Polygon designation:
						Cedar Volume Applying Sustainable Harvest Rate	
						208.8 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH17	55-83% (avg. used)	Med	<ul style="list-style-type: none"> • Access: Riverside Main • Netdowns: 17.53 FEN; Streams (3.94 ha) 	10 (320-416 yr.)	22,606.5 m3 (889.59m3/ha x 36.42ha x .69)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Nahmint (SMZ) • Preferred Polygon designation:
						Cedar Volume Applying Sustainable Harvest Rate	
						452.13 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH19	77%	Med	<ul style="list-style-type: none"> Access: Riverside Main Netdowns: 75% FEN; Streams (8.66 ha) 	10 (320 yr.)	17,820.1 m ³	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Preferred Polygon designation:
					(778.7m ³ /ha x 29.72ha x .77)		
					Cedar Volume Applying Sustainable Harvest Rate		
356.4 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 						

Old growth red cedar second species: Cultural (consumptive)

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH1	27%	Med	<ul style="list-style-type: none"> Access: Off Nahmint Mainline Netdowns: 100% FEN, Streams (8.65 ha) 	10 (326 yr.)	3,332.11 m ³	<ul style="list-style-type: none"> Carving Ceremonial 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Preferred Polygon designation: <i>OGMA</i> M³/ha ranges from 636 – 1122 (avg. used)
					(879m ³ /ha x 14.04 ha x .27)		
					Cedar Volume Applying Sustainable		

Harvest Rate	
66.64 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH11	39-46% (42.5 avg.)	Good, Poor	<ul style="list-style-type: none"> • Access: Upper Nahmint Main, Branch 140 and View 100 • Netdowns: 90% FEN; Streams (3.69 ha) 	9 (245 yr.)	7,774.19 m ³ (645m ³ /ha x 28.36ha x .425)	<ul style="list-style-type: none"> • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Nahmint (SMZ) • Preferred Polygon designation: <i>HFN exclusive cultural use</i> • M³/ha ranges from 409 – 881m³ (avg. used)
					Cedar Volume Applying Sustainable Harvest Rate		
					155.48 m ³ every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	

Polygon	% Cedar	Site Index	Access and Netdowns	Age Class	Gross Polygon Cedar Volume	Uses	Notes
NAH14	46%	Good	<ul style="list-style-type: none"> • Access: Nahmint 200 • Netdowns: .5ha + 1.4ha FEN; Streams (1.1 ha) 	10 (321 yr.)	10,890.4 m3 (1768.09m3 x 13.39ha x .46)	<ul style="list-style-type: none"> • Canoe • Carving • Ceremonial 	<ul style="list-style-type: none"> • Hupacasath Use Area: Nahmint (SMZ) • Field review to map canoe logs and suitable areas within Polygon • Preferred Polygon designation: <i>HFN exclusive cultural use</i>
					Cedar Volume Applying Sustainable Harvest Rate		
					217.8 m3 every 10 years	<ul style="list-style-type: none"> • Every 10 years, 1/50th of the volume can be harvested 	

Old growth cypress main species: Cultural (consumptive)

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
NAH4	Est. 55%	Med	<ul style="list-style-type: none"> Access: Adjacent to NAH3 Netdowns: 40% FEN; Streams (0.03 ha) 	10 (326 yr.)	5,037.44 m ³ (490.5m ³ /ha x 10.27ha)	<ul style="list-style-type: none"> Carving Stripping 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to estimate cedar volume Preferred Polygon designation:
					Estimated Cedar Volume		
					2,770.59 m ³ 5,037.44 m ³ x .55		
					Cedar Volume Applying Sustainable Harvest Rate		
					55.41 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					1,982 (10.3ha x .55 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
NAH5	Est. 65%	Poor	<ul style="list-style-type: none"> Access: Riverside Main Netdowns: 30% FEN; Streams (1.27 ha) 	10 (326 yr.)	13,522.74 m ³ (462m ³ /ha x 29.27ha)	<ul style="list-style-type: none"> Carving 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to estimate cedar volume Preferred Polygon designation:
					Estimated Cedar Volume		
					8,789.78 m ³		
					13,522.74 m ³ x .65		
					Cedar Volume Applying Sustainable Harvest Rate		
					175.8 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					6,947	<ul style="list-style-type: none"> Estimated 350 stems / ha 	
					(30.54ha x .65 x 350)		

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
NAH7	Est. 65%	Poor	<ul style="list-style-type: none"> Access: 80m off Riverside Main Netdowns: 95% FEN; Streams (3.63 ha) 	10 (326 yr.)	2,619.54 m ³ (462m ³ /ha x 5.67ha)	<ul style="list-style-type: none"> Carving 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to estimate cedar volume Preferred Polygon designation:
					Estimated Cedar Volume		
					1,702.7 m ³		
					2,619.54 m ³ x .65		
					Cedar Volume Applying Sustainable Harvest Rate		
					34.05 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					2,115	<ul style="list-style-type: none"> Estimated 350 stems / ha 	
					(9.3ha x .65 x 350)		

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
NAH9	Est. 55%	Poor	<ul style="list-style-type: none"> Access: 40m from Riverside 50 Netdowns: 99% FEN; Streams (3.28 ha) 	10 (251 yr.)	24,915 m ³ (500m ³ /ha x 49.83ha)	<ul style="list-style-type: none"> Carving 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to estimate cedar volume Preferred Polygon designation:
					Estimated Cedar Volume		
					13,703.25 m ³		
					24,915 m ³ x .55		
					Cedar Volume Applying Sustainable Harvest Rate		
					274.07 m ³ every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					10,223 (53.11ha x .55 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Polygon	% Cypress	Site Index	Access and Netdowns	Age Class	Gross Polygon Volume	Uses	Notes
NAH22	Est. 65%	Med.	<ul style="list-style-type: none"> Access: Nahmint 600 Netdowns: 25% 	10 (326 yr.)	25,576.44m3 (786m3/ha x 32.54 ha)	<ul style="list-style-type: none"> Carving 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Field review to estimate cedar volume Preferred Polygon designation:
					Estimated Cedar Volume		
					16,624.69 m3 25,576.44 m3 x .65		
					Cedar Volume Applying Sustainable Harvest Rate		
					332.49 m3 every 10 years	<ul style="list-style-type: none"> Every 10 years, 1/50th of the volume can be harvested 	
					Estimated Stems		
					7402 (32.54 x .65 x 350)	<ul style="list-style-type: none"> Estimated 350 stems / ha 	

Additional Areas: Ecological and Cultural (non-consumptive)

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH10	82% cedar	High, Good	<ul style="list-style-type: none"> Upper Nahmint Rv., off Nahmint Main 	10 (326 yr.)	24.22ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological (elk and deer corridor, Nahmint Rv.) values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH13	48% cedar	Med, Good	<ul style="list-style-type: none"> Nahmint 200, Upper Nahmint Rv. 	10 (321 yr.)	10.69ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values (elk, within HUP LUP2 fisheries buffer) Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH15	18-27% cedar	Med, Good	<ul style="list-style-type: none"> No road access, between Upper Nahmint Rv, and Gracie 	10 (310 - 326 yr.)	60.43ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values (elk, within HUP LUP2 fisheries buffer, adjacent to MaMu area) Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH16	Cedar 55%, cypress 47%	Poor, Med	<ul style="list-style-type: none"> South side Nahmint Lake, off Riverside Main and Riverside 100 95% FEN 	10 (307-312 yr.)	24.07ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values (corridor to lake) Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH18	Main cypress, second cedar	Med, Poor	<ul style="list-style-type: none"> 150m from Riverside Main, south side of Nahmint Lake, Upper Nahmint River 	10 (251-326 yr.)	97.35ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH20	26 – 33% cedar	Med, Good	<ul style="list-style-type: none"> Adjacent to Upper Nahmint River 	10 (320 yr.)	11.37 ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

Polygon	Species	Site Index	Additional Description	Age Class	Gross Polygon Size	Uses	Notes
NAH21	33% cedar	Med.	<ul style="list-style-type: none"> Above Ucluelet treaty area, north side of Upper Nahmint River 	10 (320 yr.)	15.2 ha	<ul style="list-style-type: none"> Protection only, no harvest. 	<ul style="list-style-type: none"> Hupacasath Use Area: Nahmint (SMZ) Ecological values Area not calculated as contributing to Hupacasath cultural needs Preferred Polygon designation: <i>OGMA</i>

APPENDIX C – Notes from Groundtruthing

Coleman 1	Located along Heather Main	2 possible canoe logs were located off the mainline within this polygon. Access was very good, and there was good road building potential. However, the 2 possible canoe logs are located very close to the creek. Proper measurements should be taken to ensure that the Hupacasath Land Use Plan 2 standards are followed and that these trees do not fall within the riparian buffer. The rest of the trees in this polygon are not likely suitable for canoe logs, but could be used for carving and bark stripping.
Coleman 2	Located along Heather Main	Rock bluffs and coluvial rocks will prevent any road building into this area. A large amount of blasting and rock removal would be required. Cedar within this polygon is small in diameter. Due to the bluffs and rock, access will not be possible for elders and children for bark removal. There is good access to the cedar polygon south of this polygon, however the cedar here is second species. This latter polygon will be mapped to replace the one originally mapped.

Nahmint 2	Located on Nahmint Main	Above the mainline this polygon contains a lot of coluvial rock and bluffs. Therefore, road building or falling along the roadside would be very difficult. Bark stripping would be a good use for this area. Below the mainline there are 1-2 possible canoe sized cedars that could be harvested and brought to roadside. If necessary to reach more cedar, road building would not be difficult.
Nahmint 3	Located at the end of Lake Main and at the mouth of Nahmint Lake.	This polygon contains larger canoe sized trees, however the tops are broken and branches reach to the ground. There may be one or two trees that might be good for canoe making further into the polygon, but it would require building a long road. It appears that a proposed road may be planned, and if built, this would facilitate access. However, during the walk through, a sacred site was located and the hemlocks near were culturally modified. If the HFN LUP2 standards were followed, then the road would not be able to be built and access would cease.
Nahmint 6	Access is by Riverside 100	This area is extremely rocky and road building would be costly. A temporary bridge would have to be placed to access this polygon. The cedar is very branchy with broken tops.

Nahmint 17	Contains a “campsite” Just off Riverside Main	3 possible canoe trees were located within this polygon. One is located next to Riverside Main and the other two are within an unofficial campsite. One of trees is next to a dried up creek which was unusual for March. The creek may be running underground. If the cedar was removed, the size of the campsite would be increase a bit. There are several cedars to choose from in this polygon.
Nahmint 14	Located north of the Upper Nahmint River on Nahmint (200?)	The cedar appeared suitable from the air. There may be 3-4 canoe size trees within this polygon. Plans reviewed at a MoFR house revealed that the road to access this polygon will be deactivated. The level of deactivation is unknown at this point. Without this road access will not exist. If the deactivation of the road is minor (pulling of culverts and adding water bars making it 4X4 access then reactivation later would be possible).
Nahmint 19	Located south of the Upper Nahmint River on View Main	From the air the cedar appeared suitable, but there were a few broken tops. The snow in this area has now melted so access by ground is now possible. This polygon requires additional groundtruthing. A landing was not possible at the time due to an elk herd passing through the area.
Nahmint 22	Located at the very end of the Upper Nahmint River	Due to the amount of snow (10-15 ft) identifying access and tree suitability was not possible at this time. This polygon will need to be revisited.

APPENDIX D – Maps of Polygons of Potential



BC JOBS
PLAN



NEWS RELEASE

For Immediate Release
2012FOR0124-001087
July 26, 2012

Ministry of Forests, Lands and Natural Resource Operations
Hupacasath First Nation

New economic opportunities for Hupacasath First Nation

PORT ALBERNI – The Hupacasath First Nation have signed an agreement with the B.C. government giving the First Nation access to new, sustainable economic opportunities that reflect their traditional values.

Today's agreement will provide the Hupacasath First Nation access to timber through several small, area-based tenures and also allows for the development of new tourism opportunities. By providing dedicated tenures, the government of B.C. is supporting the First Nation's goal of being a partner in economic development and better resource management.


The agreement includes:

- A First Nation Woodland Licence at Great Central Lake of approximately 800 hectares. This licence will allow the Hupacasath First Nation to manage areas of historical significance.
- A short-term non-replaceable forest licence of 20,000 cubic metres at Great Central Lake.
- One new woodlot tenure at Sproat Lake and an expansion of the Hupacasath Woodlot Licence 1902.
- Recreational and sustainable tourism opportunities at Great Central Lake.
- Exploring opportunities to protect cultural resource features on Thunder Mountain.
- The establishment of additional Old Growth Management areas within the Great Central Lake landscape unit, to protect a longer term supply of cultural cedar.
- A collaborative decision-making process to create an environment for meaningful, effective and efficient consultation.
- Over five years, \$305,000 to support the Hupacasath First Nation's consultation capacity within their traditional territory.

The opportunities outlined in the agreement will be implemented over the next three years.

Under 'Canada Starts Here: The BC Jobs Plan', the government of B.C. is committed to advancing and concluding agreements with First Nations to provide certainty for investors and more opportunities for Aboriginal communities and families.

This is Exhibit D referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for
British Columbia

Quotes:

Steve Thomson, Minister of Forests, Lands and Natural Resource Operations –

“This agreement shows that when we work together we can reach solutions that respect traditional values and respond to the needs of today’s communities.”

Chief Steve Tatoosh, Hupacasath First Nation –

“I am pleased with the completion of this accommodation agreement. The agreement will provide many new opportunities for Hupacasath in forestry, tourism and other initiatives, all of which will lead to much needed job creation.

One of the cornerstones of the accommodation agreement is the formation of a Collaborative Forest Council, which will allow us to be proactive in protection of our culture, land and our environment, and doing so in a way that is less costly and more efficient than going through the courts.”

Robert Duncan, Chief Negotiator and CEO, Hupacasath First Nation –

“This agreement will result in a more productive relationship with government and will give us tools needed to achieve Hupacasath’s Land Use Plan as well as provide opportunities to pursue economic independence”.

Quick Facts:

- This agreement accommodates Hupacasath First Nation for the 2004 removal of private land from Tree Farm Licence 44 and is in accordance with the 2005 and 2008 decisions of B.C. Supreme Court Justice Smith that there be an accommodation of Hupacasath’s interests.
- The Hupacasath First Nation has been an active participant in the forest industry for over a decade, and currently operates a woodlot licence near Port Alberni.
- In March 2009, the B.C. government signed a five-year Forest and Range Opportunity Agreement with the Hupacasath First Nation, through which they have received over \$370,000 from the province.
- The traditional territory of the Hupacasath First Nation is in the Alberni Valley, on the west coast of Vancouver Island.

Learn More:

Hupacasath First Nation: <http://www.hupacasath.ca/>

First Nations Forestry Agreements:
http://www.newrelationship.gov.bc.ca/agreements_and_leg/forestry.html and
http://www.for.gov.bc.ca/HAA/FN_Agreements.htm

BC Jobs Plan: <http://www.bcjobsplan.ca/>

Contact:	Brennan Clarke	Robert Duncan
	Media Relations	CEO
	Ministry of Forests, Lands and	Hupacasath First Nation
	Natural Resource Operations	250 720-5688
	250 356-5261	

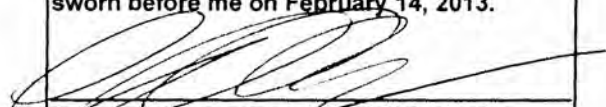
Connect with the Province of B.C. at: www.gov.bc.ca/connect

Maa-nulth First Nations Final Agreement

December 9, 2006



This is Exhibit E referred to in the Affidavit of Carolyn⁷ Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for British Columbia

Canada




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Maa-nulth First Nations

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- b. the identity of Maa-nulth First Nations as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
- c. sections 25 and 35 of the *Constitution Act, 1982*.

1.3.2 The *Canadian Charter of Rights and Freedoms* applies to each Maa-nulth First Nation Government in respect of all matters within its authority.

1.4.0 CHARACTER OF MAA-NULTH FIRST NATION LANDS AND OTHER MAA-NULTH FIRST NATION LANDS

1.4.1 There are no “Lands reserved for the Indians” within the meaning of the *Constitution Act, 1867* for any Maa-nulth First Nation and there are no “reserves” as defined in the *Indian Act* for any Maa-nulth First Nation and, for greater certainty, Maa-nulth First Nation Lands and Other Maa-nulth First Nation Lands are not “Lands reserved for the Indians” within the meaning of the *Constitution Act, 1867*, and are not “reserves” as defined in the *Indian Act*.

1.5.0 APPLICATION OF FEDERAL LAW AND PROVINCIAL LAW

1.5.1 Federal Law and Provincial Law apply to Maa-nulth First Nations, Maa-nulth-aht, Maa-nulth First Nation Citizens, Maa-nulth First Nation Public Institutions, Maa-nulth First Nation Corporations, Maa-nulth First Nation Governments, Maa-nulth First Nation Lands and Other Maa-nulth First Nation Lands.

1.6.0 APPLICATION OF THE INDIAN ACT

1.6.1 Subject to Chapter 15 *Indian Act* Transition and 19.5.0, the *Indian Act* has no application to any Maa-nulth First Nation, Maa-nulth First Nation Government, Maa-nulth First Nation Public Institution, Maa-nulth First Nation Corporation and Maa-nulth-aht as of the Effective Date, except for the purpose of determining whether an individual is an “Indian”.

1.7.0 INTERNATIONAL LEGAL OBLIGATIONS

1.7.1 After the Effective Date, before consenting to be bound by a new International Treaty which would give rise to a new International Legal Obligation that may adversely affect a right of a Maa-nulth First Nation Government under this Agreement, Canada will Consult with that Maa-nulth First Nation Government in respect of the International Treaty either separately or through a forum that Canada determines is appropriate.

- 1.7.2 Where Canada informs a Maa-nulth First Nation Government that it considers that a Maa-nulth First Nation Law or exercise of power of that Maa-nulth First Nation Government causes Canada to be unable to perform an International Legal Obligation, that Maa-nulth First Nation Government and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation. Subject to 1.7.3, the Maa-nulth First Nation Government will remedy the law or other exercise of power to the extent necessary to enable Canada to perform the International Legal Obligation.
- 1.7.3 Subject to 1.7.5, where Canada and a Maa-nulth First Nation Government disagree over whether a Maa-nulth First Nation Law or other exercise of power of that Maa-nulth First Nation Government causes Canada to be unable to perform an International Legal Obligation, the dispute will be resolved pursuant to the provisions in Chapter 25 Dispute Resolution, and if the dispute goes to arbitration, and:
- a. if the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions taken by Canada, determines that the Maa-nulth First Nation Law or other exercise of power of the Maa-nulth First Nation Government does not cause Canada to be unable to perform the International Legal Obligation, or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this reason aimed at changing the Maa-nulth First Nation Law or other exercise of power; or
 - b. if the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions available to Canada, determines that the Maa-nulth First Nation Law or other exercise of power of that Maa-nulth First Nation Government causes Canada to be unable to perform the International Legal Obligation, or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation the Maa-nulth First Nation Government will remedy the law or other exercise of power to the extent necessary to enable Canada to perform the International Legal Obligation.
- 1.7.4 Canada will Consult the applicable Maa-nulth First Nation Government in respect of the development of positions taken by Canada before an International Tribunal where its Maa-nulth First Nation Law or other exercise of power of that Maa-nulth First Nation Government has given rise to an issue concerning the performance of an International Legal Obligation of Canada. Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of this Agreement.

1.7.5 If there is a finding of an International Tribunal of non-performance of an International Legal Obligation of Canada attributable to a Maa-nulth First Nation Law or other exercise of power of a Maa-nulth First Nation Government, that Maa-nulth First Nation Government will, at the request of Canada, remedy the law or other exercise of power to enable Canada to perform the International Legal Obligation, unless the law or action is in accordance with this Agreement and equivalent to a relevant Federal Law or Provincial Law, as applicable, consistent with the compliance with Canada or British Columbia in respect of that International Legal Obligation.

1.8.0 RELATIONSHIP OF LAWS

1.8.1 This Agreement prevails to the extent of an inconsistency or a Conflict with Federal Law or Provincial Law.

1.8.2 Federal Settlement Legislation prevails over other Federal Law to the extent of a Conflict and Provincial Settlement Legislation prevails over other Provincial Law to the extent of a Conflict.

1.8.3 Any licence, permit or other authorization to be issued by Canada or British Columbia as a result of this Agreement will be issued under Federal Law or Provincial Law, as the case may be, and will not be part of this Agreement.

1.8.4 This Agreement prevails to the extent of an inconsistency or Conflict with any provision of a licence, permit or other authorization issued by Canada or British Columbia as a result of this Agreement.

1.8.5 Notwithstanding any other rule of priority in this Agreement, Federal Law or Provincial Law prevails to the extent of a Conflict with Maa-nulth First Nation Law that has an incidental impact on any federal or provincial legislative jurisdiction for which a Maa-nulth First Nation Government:

- a. does not have any law-making authority; or
- b. does have law-making authority but in respect of which Federal Law or Provincial Law prevails in the event of a Conflict.

1.8.6 Notwithstanding any other rule of priority in this Agreement, Federal Law or Provincial Law prevails to the extent of a Conflict with Maa-nulth First Nation Law that has a double aspect with any federal or provincial legislative jurisdiction for which a Maa-nulth First Nation Government:

- a. does not have any law-making authority; or
- b. does have law-making authority but in respect of which Federal Law or Provincial Law prevails in the event of a Conflict.

“Gravel Pit Development Plan” means a written description of the development, use, and closure of a Gravel pit that contains information such as its location, size and extent, access roads, soil and Gravel descriptions, topographical and geotechnical mapping, developmental plans, anticipated volumes of Gravel extracted per time period, reporting and reclamation.

“Groundfish” means groundfish but does not include Rockfish, halibut, sablefish, skates, tunas, pile perch and hake.

“Groundwater” means water below the surface of the ground.

“Ha’wiih” means hereditary chiefs who hold their positions in accordance with Nuu-chah-nulth custom.

“Heritage Site” means a site of archaeological, historical or cultural significance and includes graves and burial sites.

“Huu-ay-aht First Nations” means that Maa-nulth First Nation referred to as the “Huu-ay-aht First Nations” established as a legal entity in accordance with this Agreement.

“Hydro” means the British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, or its successor.

“Implementation Plan” means the implementation plan described in 27.2.1.

“Indian” means an “Indian” as defined in the *Indian Act*.

“Indian Band” means a “band” as defined in the *Indian Act*.

“Indian Reserve” means a “reserve” as defined in the *Indian Act*.

“Initial Enrolment Period” means:

- a. for the purposes of the Enrolment Committee, from April 1, 2005 to the day before the second anniversary of the Effective Date; and
- b. for the purposes of the Enrolment Appeal Board, from the Effective Date to the day before the second anniversary of the Effective Date.

“Intellectual Property” includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary and artistic fields, including, but not limited to, any rights relating to patents, copy rights, trademarks, industrial designs or plant breeders’ rights.

“Interests” includes estates, interests, charges, mineral claims, encumbrances, licences, and permits.

“International Legal Obligation” means an international obligation binding on Canada under international law, including those that are in force before, on, or after the Effective Date.

“International Treaty” means an agreement governed by international law and concluded in written form:

- a. between states; or
- b. between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation.

“International Tribunal” means any international court, committee, treaty body, tribunal, arbitral tribunal, or other international mechanism or procedure which has jurisdiction to consider the performance of Canada with regard to the International Legal Obligation in question.

“Inter-tidal Bivalves” means manila clams, varnish clams, butter clams, native littleneck clams, razor clams and oysters.

“Invoiced Resource Amount” means an amount determined in accordance with the Resource Revenue Sharing Agreement.

“Joint Fisheries Committee” means the committee described in 10.4.1.

“Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations” means that Maa-nulth First Nation referred to as the “Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations” established as a legal entity in accordance with this Agreement.

“Land Surveyor” means a “practicing land surveyor” as defined in the *Land Surveyors Act*.

“Litigation” means the Supreme Court of British Columbia Action No. S033335, Vancouver Registry.

“Local Government” means “local government” as defined in the *Local Government Act*.

“Maa-nulth First Nation” means any of the collectivities of those individuals who are eligible to be enrolled under this Agreement and that become one of the legal entities that is a Party to this Agreement, namely:

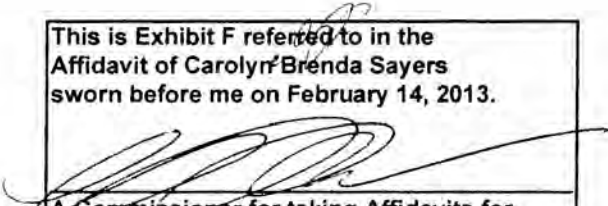
- a. Huu-ay-aht First Nations;
- b. Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations;
- c. Toquaht Nation;
- d. Uchucklesaht Tribe; and
- e. Ucluelet First Nation.

“Maa-nulth First Nations” means every Maa-nulth First Nation.

Lheidli T'enneh Final Agreement

October 29, 2006

This is Exhibit F referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for British Columbia

Canada



Lheidli T'enneh



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“Forest Resources” means all Plants and Timber Resources including, all biota, but does not include Wildlife, Migratory Birds, water, Fish or Aquatic Plants;

“Former Federal Lands” means any lands transferred to Lheidli T'enneh in accordance with this Agreement which were under the ownership, administration or control of Canada immediately before the Effective Date;

“Fossils” means remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks;

“Freshwater Fish” means any fish, shellfish or crustacean that spends all or part of its life cycle in fresh water other than Salmon and includes:

- a. parts of any such fish, shellfish or crustacean; and
- b. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of any such fish, shellfish or crustacean;

“Harvest Level” means a defined harvest quantity or quota, or a formula for calculating a harvest quantity or quota for Lheidli T'enneh;

“Heritage Site” means a site of archaeological, historical or cultural significance and includes graves and burial sites;

“Implementation Committee” means the implementation committee established under paragraph 4 of the Implementation Chapter;

“Indian” has the same meaning as in the *Indian Act*;

“Indian Register” has the same meaning as in the *Indian Act*;

“Indian Reserve” has the same meaning as “reserve” in the *Indian Act*;

“Initial Enrolment Period” means a period of up to two years before the Effective Date, during which the Enrolment Committee operates;

“Initial Surveys” means the initial surveys of Lheidli T'enneh Lands set out in Appendix A carried out before the Effective Date, or as soon as practicable after the Effective Date, in accordance with Schedule A to the Lands Chapter;

“Intellectual Property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;

“International Legal Obligation” means an international obligation binding on Canada under international law, including those that are in force before, on, or after the Effective Date;

“International Treaty” means an agreement governed by international law and concluded in written form:

- a. between states; or
- b. between one or more States and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

“International Tribunal” means any international court, committee, treaty body, tribunal, arbitral tribunal, or other international mechanism or procedure that has jurisdiction to consider the performance of Canada with regard to the International Legal Obligation in question;

“Joint Fisheries Committee” means the joint fisheries committee established under paragraph 67 of the Fisheries Chapter;

“Lheidli T'enneh” means the collectivity of those aboriginal people, and their descendants, who:

- a. assert that their heritage, history and culture, including their language and their religion, are tied to the lands and waters surrounding the confluence of the Fraser and the Nechako Rivers; or
- b. are eligible to be a Participant under this Agreement;

“Lheidli T'enneh Area” means the area set out in Appendix F, including Provincial Parks and Protected Areas, but does not include lands that are administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises, in accordance with Federal Law, from the time that notice has been given to the Lheidli T'enneh until the temporary use is completed;

“Lheidli T'enneh Artifact” means any object created by, traded to, commissioned by or given as a gift to a Lheidli T'enneh individual or Lheidli T'enneh community, or that originated from a Lheidli T'enneh community, or Lheidli T'enneh Heritage Site and that has past and ongoing importance to Lheidli T'enneh culture or spiritual practices, but does not include any object traded to, commissioned by or given as a gift to another First Nation or person;

“Lheidli T'enneh Band” means the Lheidli T'enneh Indian Band within the meaning of section 2 of the *Indian Act*;

“Lheidli T'enneh Capital” means all land, cash, and other assets transferred to, or recognized as owned by, Lheidli T'enneh under this Agreement;

“Lheidli T'enneh Certificate” means a certificate of the Lheidli T'enneh Government described in paragraph 7 of the Land Title Chapter;

- a. the distribution of powers between Canada and British Columbia;
 - b. the identity of Lheidli T'enneh as an aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
 - c. sections 25 and 35 of the *Constitution Act, 1982*.
9. The *Canadian Charter of Rights and Freedoms*, including section 25, applies to the Lheidli T'enneh Government with respect to all matters within its authority.
10. There are no "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Lheidli T'enneh, and there are no "reserves" as defined in the *Indian Act* for the use and benefit of Lheidli T'enneh, and, for greater certainty, Lheidli T'enneh Lands are not "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867*, and are not "reserves" as defined in the *Indian Act*.

INTERNATIONAL LEGAL OBLIGATIONS

11. After the Effective Date, before consenting to be bound by a new International Treaty that would give rise to a new International Legal Obligation that may adversely affect a right of Lheidli T'enneh under this Agreement, Canada will Consult with Lheidli T'enneh with respect to the International Treaty either separately or through an appropriate forum that Canada determines is appropriate.
12. Where Canada informs Lheidli T'enneh that it considers that a Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government causes Canada to be unable to perform an International Legal Obligation, Lheidli T'enneh and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation.
13. Subject to paragraph 14, Lheidli T'enneh will remedy the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government to the extent necessary to enable Canada to perform the International Legal Obligation.
14. Subject to paragraph 16, where Canada and Lheidli T'enneh disagree over whether a Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government causes Canada to be unable to perform an International Legal Obligation, the dispute will be finally determined by arbitration, and:
- a. if the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions taken by Canada, determines that the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government does not cause Canada to be unable to perform the International Legal Obligation, or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this

reason aimed at changing the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government; or

- b. if the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government causes Canada to be unable to perform the International Legal Obligation, or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation, Lheidli T'enneh will remedy the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government to the extent necessary to enable Canada to perform the International Legal Obligation.
15. Canada will Consult with Lheidli T'enneh with respect to the development of positions taken by Canada before an International Tribunal where a Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government has given rise to an issue concerning the performance of an International Legal Obligation of Canada and Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of this Agreement.
 16. If there is a finding of an International Tribunal of non-performance of an International Legal Obligation of Canada attributable to a Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government, Lheidli T'enneh will, at the request of Canada, remedy the Lheidli T'enneh Law or other exercise of power of the Lheidli T'enneh Government to enable Canada to perform the International Legal Obligation consistent with the compliance of Canada, including British Columbia, as applicable, with respect to that International Legal Obligation.

APPLICATION OF FEDERAL AND PROVINCIAL LAWS

17. If an authority of British Columbia referred to in this Agreement is delegated from Canada and:
 - a. the delegation of that authority is revoked; or
 - b. a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid,then the reference to British Columbia will be deemed to be a reference to Canada.
18. If an authority of Canada referred to in this Agreement is delegated from British Columbia and:
 - a. the delegation of that authority is revoked; or



Tla'amin Final Agreement

This is Exhibit G referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.



A Commissioner for taking Affidavits for British Columbia



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“Independent Regulatory Agency” means a federal statutory body, including the National Energy Board and the Canadian Nuclear Safety Commission, which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by the federal government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by Canada;

“Indian” means an “Indian” as defined in the *Indian Act*;

“Indian Band” means a “band” as defined in the *Indian Act*;

“Indian Reserve” means a “reserve” as defined in the *Indian Act*;

“Intellectual Property” includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any rights relating to patents, copyrights, trademarks, industrial designs or plant breeders’ rights;

“International Legal Obligation” means an obligation binding on Canada under international law, including those that are in force before, on or after the Effective Date;

“International Treaty” means an agreement governed by international law and concluded in written form:

- a. between states; or
- b. between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

“International Tribunal” means any international court, committee, treaty body, tribunal, arbitral tribunal or other international mechanism or procedure which has jurisdiction to consider the performance of Canada with regard to the International Legal Obligation in question;

“Intertidal Bivalves” means Manila clams, littleneck clams, butter clams, horse clams, softshell clams, varnish clams, blue mussels, California mussels, cockles and oysters;

“Joint Fisheries Committee” means the committee established under paragraph 85 of the Fisheries Chapter;

“Land Title Office” means the Land Title Office, as established and described in the *Land Title Act*;

23. Tla'amin Law is of no force or effect to the extent of an inconsistency or Conflict with this Agreement.

INTERNATIONAL LEGAL OBLIGATIONS

24. After the Effective Date, before consenting to be bound by a new International Treaty that would give rise to a new International Legal Obligation that may adversely affect a right of the Tla'amin Nation under this Agreement, Canada will Consult with the Tla'amin Nation in relation to the International Treaty either separately or through a forum that Canada determines is appropriate.
25. Where Canada informs the Tla'amin Nation that it considers that a Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform an International Legal Obligation, the Tla'amin Nation and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation.
26. Subject to paragraph 27, the Tla'amin Nation will remedy the Tla'amin Law or other exercise of power by the Tla'amin Government to the extent necessary to enable Canada to perform the International Legal Obligation.
27. Subject to paragraph 29, where Canada and the Tla'amin Nation disagree over whether a Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform an International Legal Obligation, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter, and:
- a. where the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions taken by Canada, determines that the Tla'amin Law or other exercise of power by the Tla'amin Government does not cause Canada to be unable to perform the International Legal Obligation, or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this reason aimed at changing the Tla'amin Law or other exercise of power by the Tla'amin Government; or
 - b. where the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions available to Canada, determines that the Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform the International Legal Obligation, or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation, the Tla'amin Nation will remedy the Tla'amin Law or other exercise of power by the Tla'amin

Government to the extent necessary to enable Canada to perform the International Legal Obligation.

28. Canada will Consult with the Tla'amin Nation in relation to the development of positions taken by Canada before an International Tribunal where a Tla'amin Law or other exercise of power by the Tla'amin Government has given rise to an issue concerning the performance of an International Legal Obligation of Canada and Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of this Agreement.
29. Where there is a finding of an International Tribunal of non-performance of an International Legal Obligation of Canada attributable to a Tla'amin Law or other exercise of power by the Tla'amin Government, the Tla'amin Nation will, at the request of Canada, remedy the Tla'amin Law or other exercise of power by the Tla'amin Government to enable Canada to perform the International Legal Obligation consistent with the compliance of Canada or British Columbia, as applicable, with that International Legal Obligation.

APPLICATION OF THE *INDIAN ACT*

30. Subject to the Transition Chapter, the *Indian Act* does not apply to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Citizens, Tla'amin Lands and Other Tla'amin Lands, except for:
 - a. the purpose of determining whether an individual is an "Indian"; and
 - b. section 87 of that Act in respect of Tla'amin Citizens prior to the dates set out in paragraph 16 of the Taxation Chapter.
31. Subject to paragraph 6 of the Transition Chapter, the Framework Agreement on First Nation Land Management, the *First Nations Land Management Act* and the *Sliammon Land Code* have no application to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Citizens or Tla'amin Lands.
32. For so long as the *First Nations Land Management Act* is in force, Canada will indemnify the Tla'amin Nation, and the Tla'amin Nation will indemnify Canada, in relation to Former Sliammon Indian Reserves, in the same manner and under the same conditions as would be the case if that Act applied to those lands.

YALE FIRST NATION

FINAL AGREEMENT



This is Exhibit H referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.

A Commissioner for taking Affidavits for British Columbia

Canada



YALE FIRST NATION



BRITISH COLUMBIA

The Best Place on Earth

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“Geothermal Resources” means the natural heat of the earth and all substances that derive an added value from it, including steam, water, and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water or water vapour, but not including:

- a. water that has a temperature less than 80°C at the point where it reaches the surface; or
- b. hydrocarbons;

“Groundwater” means water below the surface of the ground;

“Harvest Agreement” means the agreement contemplated by 8.2.1;

“Heritage Site” means a site of archaeological, historical, or cultural significance including graves and burial sites;

“Implementation Plan” means the implementation plan described in 23.2.1;

“Independent Regulatory Agency” means a federal statutory body, including the National Energy Board and the Canadian Nuclear Safety Commission, which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by the federal government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by the federal government;

“Indian” means “Indian” as defined in the *Indian Act*;

“Indian Reserve” means “reserve” as defined in the *Indian Act*;

“Initial Enrolment Period” means (the date the Enrolment Committee is established) until Effective Date;

“Intellectual Property” includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs or plant breeders’ rights;

“International Legal Obligation” means an international obligation binding on Canada under international law, including those that are in force before, on, or after the Effective Date;

“International Treaty” means an agreement governed by international law and concluded in written form:

- a. between states; or

- b. between one or more states and one or more international organizations, whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

“**International Tribunal**” means any international court, committee, treaty body, tribunal, arbitral tribunal, or other international mechanism or procedure that has jurisdiction to consider the performance of Canada with regard to the International Legal Obligation in question;

“**Joint Fisheries Committee**” means the committee established under 8.11.1;

“**Kuthlalth Indian Reserve #3**” means Kuthlalth Indian Reserve No. 3 in the Province of British Columbia, in Yale Division of Yale District, as shown on Plan 66624 CLSR, except the Canadian National Railway right of way shown on Plan RR1086A CLSR;

“**Land Surveyor**” means a “practising land surveyor” as defined in the *Land Surveyors Act*;

“**Land Title Office**” means the Land Title Office as established and described in the *Land Title Act*;

“**List of Eligible Voters**” means the list of Eligible Voters maintained by the Ratification Committee under 26.5.2;

“**Local Government**” means “local government” as defined in the *Local Government Act*;

“**Logs**” means logs of all species of wood which are controlled under Canada’s Export Control List, Group 5, Item number 51201, pursuant to paragraph 3(1)(e) of the *Export and Import Permits Act*;

“**Migratory Birds**” means migratory birds as defined under Federal Law that is enacted further to international conventions that are binding on British Columbia, including the eggs of those birds;

“**Migratory Birds Harvest Area**” means the area described as the “Migratory Birds Harvest Area” in Appendix I, Part 5, including Provincial Protected Areas other than the Yale Garry Oak Ecological Reserve, but not including Federal Crown Land;

“**Mineral**” means an ore of metal or natural substance that can be mined, including rock and other materials from mine tailings, dumps and previously mined deposits of minerals;

“**Minister**” means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes any person with authority to act in respect of the matter in question;

2.7.4 Any licence, permit or other authorization to be issued by Canada or British Columbia as a result of this Agreement will be issued under Federal or Provincial Law, as the case may be, and will not be part of this Agreement, and this Agreement prevails to the extent of an inconsistency with the licence, permit or other authorization.

2.8 INTERNATIONAL LEGAL OBLIGATIONS

2.8.1 After the Effective Date, before consenting to be bound by a new International Treaty which would give rise to a new International Legal Obligation that may adversely affect a right of Yale First Nation under this Agreement, Canada will Consult with Yale First Nation with respect to the International Treaty, either separately or through a forum that Canada determines is appropriate.

2.8.2 Where Canada informs Yale First Nation that it considers that a Yale First Nation Law or other exercise of power of Yale First Nation Government causes Canada to be unable to perform an International Legal Obligation, the Yale First Nation and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation.

2.8.3 Subject to 2.8.4, Yale First Nation will remedy the Yale First Nation Law or other exercise of power of Yale First Nation Government to the extent necessary to enable Canada to perform the International Legal Obligation.

2.8.4 Subject to 2.8.6, where Canada and Yale First Nation disagree over whether a Yale First Nation Law or other exercise of power of Yale First Nation Government causes Canada to be unable to perform an International Legal Obligation, the dispute will be resolved pursuant to Chapter 24 Dispute Resolution, and will be finally determined by arbitration, and:

- a. if the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions taken by Canada, determines that the Yale First Nation Law or other exercise of power of Yale First Nation Government does not cause Canada to be unable to perform the International Legal Obligation, or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this reason aimed at changing the Yale First Nation Law or other exercise of power of Yale First Nation Government; or
- b. if the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Yale First Nation Law or other exercise of power of Yale First Nation Government causes Canada to be unable to perform the International Legal Obligation, or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation, Yale First Nation will remedy the

Yale First Nation Law or other exercise of power to the extent necessary to enable Canada to perform the International Legal Obligation.

- 2.8.5 Canada will Consult with Yale First Nation with respect to the development of positions taken by Canada before an International Tribunal where a Yale First Nation Law, or other exercise of power of Yale First Nation Government has given rise to an issue concerning the performance of an International Legal Obligation of Canada, and Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of this Agreement.
- 2.8.6 If there is a finding of an International Tribunal of non-performance of an International Legal Obligation of Canada, attributable to a Yale First Nation Law or other exercise of power of Yale First Nation Government, Yale First Nation will, at the request of Canada, remedy the Yale First Nation Law or other exercise of power of Yale First Nation Government to enable Canada to perform the International Legal Obligation consistent with the compliance of Canada, including British Columbia, as applicable, with respect to that International Legal Obligation.

2.9 OTHER RIGHTS, BENEFITS AND PROGRAMS


- 2.9.1 Yale First Nation Members who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada, applicable to them from time to time.
- 2.9.2 Subject to 2.9.3, nothing in this Agreement affects the ability of Yale First Nation, Yale First Nation Members, Yale First Nation Government, Yale First Nation Public Institutions, or Yale First Nation Corporations to participate in, or benefit from, programs established by Canada or British Columbia for aboriginal people, registered Indians or other Indians, in accordance with criteria established for those programs from time to time.
- 2.9.3 Yale First Nation Members are eligible to participate in programs established by Canada or British Columbia, and to receive services from Canada or British Columbia, in accordance with criteria established for those programs or services from time to time, to the extent that Yale First Nation has not assumed responsibility for those programs or services under a Fiscal Financing Agreement or other funding agreement.

2.10 APPLICATION OF THE INDIAN ACT

- 2.10.1 Subject to Chapter 22 *Indian Act* Transition and 21.5, the *Indian Act* has no application to Yale First Nation, Yale First Nation Members, Yale First Nation Government, Yale First Nation Public Institutions, or Yale First Nation Corporations, except for the purpose of determining whether an individual is an "Indian".

Yekooche First Nation

This is Exhibit I referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for British Columbia



Canada

Agreement in Principle
August 22, 2005



YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

August 22, 2005

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YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

August 22, 2005

24. The Final Agreement will provide for:
- a. the application and operation of Federal and Provincial Law in respect of human rights; and
 - b. consistency of Yekooche First Nation Law and actions with Canada's international obligations.

APPLICATION OF THE *INDIAN ACT*

25. The *Indian Act* will not apply to Yekooche First Nation, Yekooche First Nation Government, and Yekooche First Nation Citizens, except as set out in the *Indian Act* Transition and Taxation chapters.

OTHER RIGHTS, BENEFITS AND PROGRAMS

26. The Final Agreement will not affect the ability of Yekooche First Nation Citizens who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens.
27. Subject to paragraph 28, nothing in the Final Agreement will affect the ability of Yekooche First Nation, Yekooche First Nation Government, Yekooche First Nation Public Institutions, or Yekooche First Nation Citizens to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.
28. Yekooche First Nation Citizens will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that Yekooche First Nation has not assumed responsibility for those programs or public services under a Yekooche First Nation fiscal agreement.

YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

August 22, 2005

- e. a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- g. a reference to “Canada’s international obligations” will include those which are in effect on, or after, the Effective Date;
- h. a reference to "harvest" includes an attempt to harvest; and
- i. a reference to “fishing” means fishing for, catching or attempting to catch Fish by any method.

OFFICIAL LANGUAGES

- 66. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.

CONSULTATION

- 67. Where Canada and British Columbia have Consulted or provided information to Yekooche First Nation under the Final Agreement, and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional consultation obligations under the Final Agreement.

FREEDOM OF INFORMATION AND PRIVACY

- 68. The Final Agreement will provide that for the purposes of federal and provincial access to information and privacy legislation, information that Yekooche First Nation provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.
- 69. Other than for information obtained under a Federal or Provincial Law in respect of taxation, the Final Agreement will provide that if Yekooche First Nation requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to Yekooche First Nation information that is only available to a particular province or particular provinces.

Canada



K'ómoks

Agreement-in-Principle

March 24, 2012

This is Exhibit J referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.

A handwritten signature in black ink, appearing to be "M. Sayers", written over a horizontal line.

A Commissioner for taking Affidavits for
British Columbia



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INTERNATIONAL LEGAL OBLIGATIONS

35. The Final Agreement will provide for the consistency of K'ómoks Laws and other exercises of power with Canada's International Legal Obligations.

OTHER RIGHTS, BENEFITS AND PROGRAMS

36. K'ómoks Members who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada, applicable to them from time to time.
37. Subject to paragraph 38, nothing in the Final Agreement will affect the ability of:
- a. K'ómoks;
 - b. K'ómoks Members;
 - c. K'ómoks Government;
 - d. K'ómoks Public Institutions; or
 - e. K'ómoks Corporations,
- to participate in, or benefit from, programs established by Canada or British Columbia for aboriginal people, registered Indians, sometimes referred to as "status Indians", or other Indians, in accordance with criteria established for those programs from time to time.
38. K'ómoks Members are eligible to participate in programs established by Canada or British Columbia, and to receive services from Canada or British Columbia, in accordance with criteria established for those programs or services from time to time, to the extent that K'ómoks has not assumed responsibility for those programs or services under a Fiscal Financing Agreement or other funding agreement.

APPLICATION OF THE *INDIAN ACT* AND CONTINUATION OF INDIAN STATUS

39. Subject to the Transition Chapter and the Taxation Chapter, the *Indian Act* will have no application to K'ómoks, K'ómoks Members, K'ómoks Government, K'ómoks Public Institutions, or K'ómoks Corporations as of the Effective Date, except for the purposes of determining whether an individual is an "Indian".
40. For greater certainty, nothing in the Final Agreement will prevent a K'ómoks Member from being registered as an Indian, sometimes referred to as a "status Indian", in accordance with the *Indian Act*.

Chapter of the Final Agreement;

“Implementation Plan” means the plan described under the Implementation Chapter of the Final Agreement;

“Indian” has the same meaning as “Indian” under the *Indian Act*;

“Indian Reserve” has the same meaning as “reserve” under the *Indian Act*;

“Initial Enrollment Period” means the period during which the Enrollment Committee operates, to be set out in the Final Agreement;

“Intellectual Property” includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any rights relating to patents, copyrights, trademarks, industrial designs or plant breeders’ rights;

“International Legal Obligation” means an obligation binding on Canada under international law, including those that are in force before, on or after the Effective Date;

“K'ómoks” means the collectivity of those individuals eligible to be enrolled under the Final Agreement;

“K'ómoks Area” means the traditional territory of K'ómoks as illustrated in Appendix A;

“K'ómoks Artifact” means any object created by, traded to, commissioned by, or given as a gift to a K'ómoks Individual or the K'ómoks community, or that originated from the K'ómoks community, and that has past and ongoing importance to K'ómoks culture or spiritual practices, but does not include any object traded to, or commissioned by, or given as a gift to another aboriginal group, aboriginal individual or aboriginal community, or Person;

“K'ómoks Capital” means all land, cash, and other assets transferred to or recognized as owned by K'ómoks under the Final Agreement;

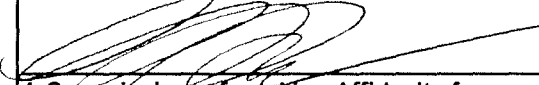
“K'ómoks Certificate” means a certificate of the K'ómoks Government as described under paragraph 9 of the Land Title Chapter;

“K'ómoks Child” means a Child who is a K'ómoks Member;

“K'ómoks Constitution” means the constitution of K'ómoks described in the Self-Government Chapter of the Final Agreement;

“K'ómoks Corporation” means a corporation that is incorporated under Federal Law or Provincial Law all of the shares of which, except any qualifying shares that directors are required to own under Federal Law or Provincial Law, are owned legally and beneficially by:

This is Exhibit K referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.



A Commissioner for taking Affidavits for
British Columbia

LAND CLAIMS AGREEMENT

BETWEEN

THE INUIT OF LABRADOR

AND

**HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND AND LABRADOR**

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

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"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas;

"Geothermal Resource" means a subsurface or surface source of heat energy that results from subsurface geological processes, and includes steam, hot fluids or heated rock but does not include the normal background heat flow found in the subsurface;

"Government" means Canada, the Province or Inuit Government and "Governments" means any two or more of Canada, the Province or an Inuit Government;

"Government of Canada" means federal departments and departmental corporations listed in Schedules I, I.1, II and Part I of Schedule III of the *Financial Administration Act*;

"Habitat" means the natural environment where Wildlife or Plants occur or on which they depend directly or indirectly in order to carry out their life processes;

"Harvest" means the reduction or attempted reduction of Wildlife, Plants, Fish or Aquatic Plants into possession, and includes fishing, hunting, trapping, netting, egging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to Plants, includes wooding, cutting or digging or attempting to do so;

"Implementation Plan" means the plan referred to in section 23.2.1;

"International Agreement" means an agreement governed by international law and concluded in written form:

- (a) between states; or
- (b) between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

- 12.13.13 For nine years immediately following the Effective Date, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall be entitled, subject to section 12.13.14, to Harvest Migratory Birds in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) and in so Harvesting, be otherwise subject to the Agreement as if they were Harvesting in the Labrador Inuit Settlement Area.
- 12.13.14 Harvesting under section 12.13.13 shall not be carried out:
- (a) in freehold or fee simple lands without the consent of the owner;
 - (b) in lands that are subject to a Surface Interest, without the consent of the interest holder; or
 - (c) when the Inuit Harvest Level is greater than the Total Allowable Harvest for Migratory Birds in the Labrador Inuit Settlement Area.

Part 12.14 Interjurisdictional Matters

- 12.14.1 Any Legislation implementing an International Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada.
- 12.14.2 Subject to section 12.14.1, Harvesting in the Labrador Inuit Settlement Area shall be subject to Legislation implementing those terms of an International Agreement that were in effect on the Effective Date.
- 12.14.3 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position in relation to any International Agreement or an amendment thereto relating to Inuit rights referred to in this chapter and the discussions shall extend beyond those generally available to non-governmental organizations.
- 12.14.4 Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Domestic Interjurisdictional Agreement.
- 12.14.5 The Province shall seek the advice of the Nunatsiavut Government prior to the preparation of any Legislation that relates to this chapter and is intended to effect the implementation of a Domestic Interjurisdictional Agreement.
- 12.14.6 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement or an amendment to a Domestic Interjurisdictional Agreement existing on the Effective Date that might affect Wildlife, Plants or Habitat in the Labrador Inuit

Part 13.14 Interjurisdictional Matters

- 13.14.1 Any Legislation implementing an International Agreement that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada.
- 13.14.2 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position respecting any International Agreement, or an amendment thereto, that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, and the discussions shall extend beyond those generally available to non-governmental organizations.
- 13.14.3 Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Legislation.
- 13.14.4 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement, or an amendment thereto, that relates to any species or stock of Fish or Aquatic Plant, Fish Habitat or the management of fisheries in or affecting the Labrador Inuit Settlement Area, the Torngat Joint Fisheries Board shall have a role in the negotiations commensurate with its status, functions and responsibilities.

Board for resolution in accordance with the provisions of section 87.4 of the *Canada Labour Code, R.S.C. 1985, c L-2*.

Part 17.24 Powers of the Nunatsiavut Government in Relation to Wills, Estates and the Descent of Property

17.24.1 The Nunatsiavut Government may make laws in relation to the transfer either by will or on intestacy of interests in Labrador Inuit Lands that have been acquired under Inuit Laws.

17.24.2 Nothing in section 17.24.1 shall be construed as providing the Nunatsiavut Government with jurisdiction to make laws in relation to the probate of wills or the administration of estates.

17.24.3 If there is a Conflict or an inconsistency between an Inuit Law under section 17.24.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.25 Powers of the Nunatsiavut Government in Relation to Inuktitut and Inuktitut Orthography in the Province

17.25.1 The Nunatsiavut Government may make laws to preserve and promote Inuktitut and in relation to Inuktitut orthography and the certification of Inuktitut teachers, interpreters and translators throughout Newfoundland and Labrador.

17.25.2 If there is a Conflict or an inconsistency between an Inuit Law under section 17.25.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

Part 17.26 Powers of the Nunatsiavut Government in Relation to Intoxication and Control of Intoxicants

17.26.1 The Nunatsiavut Government may make laws in relation to the safe storage, retail sale, exchange, possession and consumption of substances capable of producing an intoxicated state, excluding Alcoholic Beverages, in Labrador Inuit Lands and the Inuit Communities.

17.26.2 If there is a Conflict between an Inuit Law under section 17.26.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.

Part 17.27 Canada's International Legal Obligations

17.27.1 This part is subject to sections 12.14.3, 13.14.2 and 20.2.4 but applies notwithstanding any other provision of the Agreement.

- 17.27.2 For greater certainty, reference to Canada's international legal obligations in the Agreement includes those that are in force on or after the Effective Date.
- 17.27.3 Before consenting to be bound by an International Agreement that may affect a right under the Agreement of the Nunatsiavut Government, an Inuit Community Government or Inuit, Canada shall Consult the Nunatsiavut Government either directly or through a forum.
- 17.27.4 Canada shall Consult the Nunatsiavut Government in the development of positions taken by Canada before any international tribunal where an Inuit Law or Bylaw or other exercise of power by an Inuit Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal shall take into account the Agreement.
- 17.27.5 Canada shall provide notification to the Nunatsiavut Government where it considers that an Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform one of its international legal obligations. Subject to section 17.27.6, the Inuit Government shall remedy the Inuit Law or Bylaw or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.
- 17.27.6 Following notice provided under 17.27.5, if Canada and the Nunatsiavut Government disagree over whether the Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform such international legal obligation at any time after the receipt of the notification referred to in section 17.27.5, either Canada or the Nunatsiavut Government may refer the dispute to the Federal Court for resolution. This section is intended to be an agreement between Canada and the Nunatsiavut Government for purposes of section 17(3)(b) of the *Federal Court Act*.
- 17.27.7 If, under section 17.27.6, the Federal Court determines that the Inuit Law or Bylaw or other exercise of power by an Inuit Government does not cause Canada to be unable to perform such international legal obligation, Canada shall take no further action, for this reason, directed at changing the Inuit Law or Bylaw or other exercise of power by the Inuit Government.
- 17.27.8 If, under section 17.27.6, the Federal Court determines that the Inuit Law or Bylaw or other exercise of power by an Inuit Government causes Canada to be unable to perform such international legal obligation, the Inuit Government shall remedy the Inuit Law or Bylaw or other exercise of power by the Inuit Government to the extent necessary to enable Canada to perform such international legal obligation.
- 17.27.9 Notwithstanding sections 17.27.6 to 17.27.8, if there is a finding by an international tribunal of non-performance by Canada of an international legal obligation attributable to an Inuit Law or Bylaw or other exercise of power by an Inuit Government, the Inuit Government, at the request of Canada, shall remedy the Inuit Law or Bylaw or other exercise of power to the extent necessary to enable Canada to perform such international legal obligation.

17.27.10 If an Inuit Government is required to provide remedial action under section 17.27.5, 17.27.8 or 17.27.9, at the request of the Nunatsiavut Government, Canada shall Consult the Nunatsiavut Government for the purpose of reaching agreement about remedial measures to be executed by the Inuit Government to enable Canada to perform such international legal obligation and Consult the Nunatsiavut Government about the ways and means Canada may employ to facilitate such remedial action by the Inuit Government.

17.27.11 Within five years from the Effective Date, if Canada and an aboriginal group or organization enter into a treaty of a similar scope and nature as the Agreement and it includes provisions respecting international legal obligations that are different from those provided in this part, at the request of the Nunatsiavut Government, the Parties shall enter into negotiations for the purpose of amending the Agreement to reflect the new approach.

Part 17.28 General Provisions Respecting Administration of Justice

17.28.1 Until the Nunatsiavut Government makes Laws for the administration of justice and establishes the necessary enforcement structures and a court in accordance with this chapter, the Nunatsiavut Government may enter into agreements with Canada or the Province, as the case may be, for:

- (a) the enforcement of Inuit Laws and Bylaws by federal or Provincial law enforcement agencies;
- (b) the prosecution of violations of Inuit Laws and Bylaws by federal or Provincial prosecutorial authorities in the appropriate courts of the Province;
- (c) the adjudication by appropriate courts in Newfoundland and Labrador of disputes and the judicial review of administrative decisions under Inuit Laws; and
- (d) the administration by the Province of sanctions imposed under Inuit Laws or Bylaws.

17.28.2 Nothing in the Agreement confers jurisdiction in relation to criminal law, including criminal procedure, on Inuit Government.

17.28.3 Subject to section 17.28.4, Inuit Laws may provide for the imposition of sanctions including a term of imprisonment, or fine, or both, on Persons convicted of violations of Inuit Laws.

17.28.4 Terms of imprisonment or fines for a violation of an Inuit Law may be no greater than those that may be imposed under section 787(1) of the *Criminal Code of Canada*, except that:

powers that may be exercised by a municipality under Provincial Legislation on the Effective Date.

20.2.3 The powers of the Nunatsiavut Government and the Inuit Community Governments under sections 20.2.1 and 20.2.2 shall not limit the taxation powers of Canada or the Province.

20.2.4 An Inuit Law or Bylaw under this chapter is subject to the relevant obligations of Canada under International Agreements respecting taxation.

Part 20.3 Taxation Powers Agreements

20.3.1 Subject to section 20.3.2, from time to time Canada and the Province, together or separately, may negotiate an agreement with the Nunatsiavut Government respecting:

- (a) the extent to which the power of the Nunatsiavut Government under subsection 20.2.1(a) may be extended to apply to Persons other than Inuit within Labrador Inuit Lands and the Inuit Communities;
- (b) the extent to which the powers of an Inuit Community Government under section 20.2.2 may be extended to apply to Persons other than Inuit; and
- (c) the manner in which the taxation powers of the Nunatsiavut Government or of an Inuit Community Government will be coordinated with existing federal or Provincial tax systems.

20.3.2 On the Effective Date, the Province and the Nunatsiavut Government shall enter into an agreement referred to in subsection 20.3.1(b) that may be amended from time to time.

20.3.3 A taxation agreement referred to in this part:

- (a) shall not form part of the Agreement; and
- (b) is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 20.4 Lands

20.4.1 Within Labrador Inuit Lands and the Inuit Communities, the Nunatsiavut Government is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

This is Exhibit L referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.



A Commissioner for taking Affidavits for
British Columbia

LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

AMONG

THE TLĪCHŦ

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

THE GOVERNMENT OF CANADA

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Tłchq Agreement

- 2.10.6 If the Parties fail to consent to the text of an amendment within one year of the decision by the highest court in which an application under 2.10.3 is considered, or such longer period set by the Parties, the Tłchq Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter 6.
- 2.10.7 Subject to 2.10.8, an arbitrator under 6.5 is limited to drafting the text to fit the language and format of the Agreement, after consultation with the Parties,
- (a) in order to describe the nature and scope of the right, as confirmed by the court; and
 - (b) where the right includes a law-making power, in order to confirm that
 - (i) the law-making power is concurrent with that of government,
 - (ii) a federal law of overriding national importance prevails over any conflict between it and a Tłchq law made under that power, to the extent of the conflict,
 - (iii) a provision of federal legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłchq law made under that power, to the extent of the conflict,
 - (iv) except where provided otherwise by the court, federal legislation other than that referred to in (ii) or (iii) prevails over any conflict between it and a Tłchq law made under that power, to the extent of the conflict,
 - (v) a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłchq law made under that power, to the extent of the conflict, and
 - (vi) except where provided otherwise by the court, a Tłchq law made under that power prevails over any conflict between it and territorial legislation other than that referred to in (v), to the extent of the conflict.
- 2.10.8 The arbitrator shall not include in the draft text any financing obligations for any of the Parties notwithstanding any finding of the court.
- 2.10.9 The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator. The amendment shall be deemed to have been made 30 days after the release of the arbitrator's decision.
- 2.10.10 For the purpose of 2.10.7(b)(ii), a federal law of overriding national importance includes a federal law that relates to preservation of peace, order and good government, that relates specifically to the criminal law, human rights or the protection of health and safety of all Canadians or that is essential to national security.
- 2.10.11 For the purpose of 2.10.2, the tax treatment of Tłchq Citizens will be deemed to be set out in the Agreement.

7.13 INTERNATIONAL LEGAL OBLIGATIONS

7.13.1 The following definition applies in 7.13.

“international treaty” means an agreement governed by international law and concluded in written form

(a) between States; or

(b) between one or more States and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation.


7.13.2 Prior to consenting to be bound by an international treaty that may affect a right of the Tłchq Government, the Tłchq First Nation or a Tłchq Citizen, flowing from the Agreement, the Government of Canada shall provide an opportunity for the Tłchq Government to make its views known with respect to the international treaty either separately or through a forum.

7.13.3 Where the Government of Canada informs the Tłchq Government that it considers that a law or other exercise of power of the Tłchq Government causes Canada to be unable to perform an international legal obligation, the Tłchq Government and the Government of Canada shall discuss remedial measures to enable Canada to perform the international legal obligation. Subject to 7.13.4, the Tłchq Government shall remedy the law or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.

7.13.4 Where the Government of Canada and the Tłchq Government disagree over whether a law or other exercise of power of the Tłchq Government causes Canada to be unable to perform an international legal obligation, the dispute shall be resolved pursuant to 6.4 and 6.5, except that 6.5.4, 6.5.5 and 6.5.10 shall not apply in the resolution of such a dispute. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the law or other exercise of power of the Tłchq Government does not cause Canada to be unable to perform the international legal obligation, the Government of Canada shall not take any further action for this reason aimed at changing the Tłchq Government law or other exercise of power. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Tłchq Government law or other exercise of power causes Canada to be unable to perform the international legal obligation, the Tłchq Government shall remedy the law or other exercise of power to enable Canada to perform the international legal obligation. The resolution of a dispute pursuant to this paragraph is without prejudice to the application of 7.13.6.

- 7.13.5 The Government of Canada shall consult the Tłchq Government in the development of positions taken by Canada before an international tribunal where a law or other exercise of power of the Tłchq Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal shall take into account the commitment of the Parties to the integrity of this Agreement.
- 7.13.6 Notwithstanding 7.13.4, if there is a finding of an international tribunal of non-performance of an international legal obligation of Canada attributable to a law or other exercise of power of the Tłchq Government, the Tłchq Government shall, at the request of the Government of Canada, remedy the law or action to enable Canada to perform the international legal obligation consistent with the compliance of Canada.
- 7.13.7 For greater certainty, reference to Canada's international legal obligations in the Agreement includes those that are in force on or after the effective date.
- 7.14 TRANSITIONAL
- 7.14.1 On the effective date, the Dogrib Treaty 11 Council, the Dog Rib Rae band, the Whati First Nation band, the Gameti First Nation band and the Dechi Laot'i First Nations band cease to exist and are succeeded by the Tłchq Government.
- 7.14.2 On the effective date, the assets and liabilities of the bands referred to in 7.14.1 become the assets and liabilities of the Tłchq Government.
- 7.14.3 Any monies held by the Government of Canada for the use and benefit of the bands referred to in 7.14.1 shall be transferred to the Tłchq Government as soon as practicable after the effective date.
- 7.14.4 On the effective date,
- (a) any assets or liabilities of the Dogrib Treaty 11 Council become the assets and liabilities of the Tłchq Government; and
 - (b) the Executive of the Dogrib Treaty 11 Council that is in office immediately before that date becomes the governing body of the Tłchq Government until replaced in accordance with the Tłchq Constitution.

This is Exhibit M referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for British Columbia

Westbank First Nation

Self-Government

Agreement

between

Her Majesty the Queen in Right of Canada

and

Westbank First Nation

**WESTBANK FIRST NATION
SELF-GOVERNMENT AGREEMENT**

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**WESTBANK FIRST NATION
SELF-GOVERNMENT AGREEMENT**

36. (a) As a general principle, Westbank First Nation shall take all necessary measures to ensure compliance of its laws and actions with Canada's international legal obligations.
- (b) Notwithstanding subsection 36(a), Westbank First Nation shall remedy any Westbank Law or action found to be inconsistent with Canada's international legal obligations by an international treaty body or other competent tribunal.
37. Federal legislation relating to endangered species and fish and fish habitat shall prevail in the event of a conflict with Westbank Law to the extent of the conflict.
38. Federal legislation setting out obligations with respect to the collection of statistics and reporting on natural resources in Canada shall prevail in the event of a conflict with Westbank Law to the extent of the conflict.
39. For greater certainty, the jurisdictions to be exercised by Council set out in this Agreement do not extend to matters not specifically addressed in this Agreement including:
- (a) criminal law, including the procedure in criminal matters;
- (b) protection of the health and safety of all Canadians;
- (c) intellectual property, in respect of all matters within federal jurisdiction; and
- (d) broadcasting and telecommunications.
40. Nothing in this Agreement shall affect the applications of Crown prerogatives and Crown immunities.
41. In the event of a conflict between a provision of this Part and any other provision in the Agreement, the provision of this Part shall prevail to the extent of the conflict.




Hupacasath First Nation
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Fax. (250) 724-1232
5500 Ahahswinis Drive
Box 211
Port Alberni, BC
V9Y 7M7

This is Exhibit N referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.

October 26, 2012

The Honorable Steven Harper
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa ON K1A 0A2


A Commissioner for taking Affidavits for
British Columbia

Dear Prime Minister Harper,

Re: Canada – China Investment Treaty

At a regular council meeting of the Hupacasath First Nation October 25, 2012 council reviewed correspondence related to the Canada-China Foreign Investment Protection and Promotion Agreement.

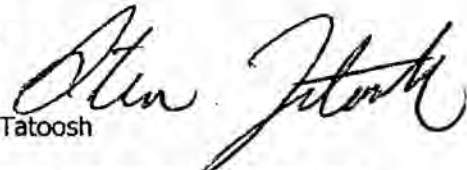
While we understand that foreign investment is a common practice in most countries around the world, we cannot support action that one day will compromise future treaty negotiations between Canada and First Nations. This agreement suggests that China will have more benefits and protection than many of those first nations who have already signed treaties.

We have reviewed varying views of the implications of this investment treaty with China, if this is such a good deal for Canada, then why Mr. Prime Minister hasn't it been front page news highlighting the benefits to Canada as a whole.

Hupacasath most recently completed an accommodation agreement with the Province of BC; the agreement was necessary to address the fact that the Province did not consult with HFN prior to making a decision that had obvious impacts to Hupacasath's title and rights. Our concern with the investment treaty between Canada and China is that if there are impacts on title and rights of the Hupacasath Nation how will Canada consider accommodation for those impacts. The courts of this country have been consistent with regard to impacts of first nation's title and rights, especially as it relates to natural resources of our traditional lands.

It is for this reason that we urge you to indefinitely postpone the signing of the Canada - China Investment Treaty.

Yours truly,


Chief Steve Tatoosh

CC. Honorable John Duncan, Minister of AANDC
Mayor John Douglas, City of Port Alberni
First Nations Summit
Assembly of First Nations
Union of BC First Nation
Nuu-chah-nulth Tribal Council
MP James Lunney



Hupacasath First Nation

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Port Alberni, BC

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The Honorable Steven Harper
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa ON K1A 0A2

This is Exhibit O referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.

October 31, 2012


A Commissioner for taking Affidavits for
British Columbia

Dear Prime Minister Harper,

Re: Canada – China Investment Treaty

Hupacasath First Nation is one of many First Nations who have very serious concerns regarding the Canada China Investment Treaty. Our Nation is located on south west Vancouver Island. The majority of our lands were alienated over 130 years ago at the time of Confederation to make way for the National Railway's location on Vancouver Island. Needless to say, our forefathers were never consulted about this major taking of our lands and resources.

Now, through the 'emergency' treatment of this Agreement with China, we face the large risk of the alienation of the balance of our lands or the resources contained therein. We are all aware of the huge economic power of China at this time. This Agreement will give China the right to challenge any refusal to allow the exploitation of our resources with no consultation with our Nation, contrary to the law of the land.

Neither Hupacasath First Nation nor, to our knowledge, any other First Nation, was consulted or offered consultation during this very secret negotiation process and the very short public process.

There is little doubt that treaty will have adverse effects on our aboriginal rights which are protected under s. 35 of the Constitution Act.

We can see that resources that might otherwise have been allocated to us under a treaty will no longer be available to us because of the demand of new developments by Chinese Companies. Additionally, if the Crown cuts back on resources available to Chinese companies, you will be liable to pay China for the loss of anticipated profits. We know that your Government will not be willing to cut back on resources in order to settle a just and equitable treaty with our Nation if it would create a financial liability to Canada as this Agreement allows.

No First Nation in Canada has been given time to properly assess the implications that the treaty will have on our Aboriginal rights and title. Had we been engaged in a proper consultation process that met legal requirements and reflected the Honour of the Crown, we would have been able to do so.

We do not believe that Canada has the legal authority to ratify the Canada China Investment TCIT unless and until it has met its legal obligations to our First Nation and other First Nations in Canada. This would not only be in keeping with the law of our country, it would demonstrate to

China and other members of the international community that our government stands up for the constitutional rights of the First Nations and recognizes the importance of those rights in a free and democratic country.

We call on you to advise your Ministers not to push through ratification of this Agreement until there has been full and proper consultation between the Crown and the founding First Nations, including Hupacasath First Nation.

Should Canada proceed with ratification without proper consultation we seek your government's commitment that the Federal Government will cover all financial liabilities under this treaty that would be payable to any person, company or country under the treaty, including any liability to Hupacasath or other First Nations.

Yours truly,



Chief Steven Taloosh

cc. Honorable John Duncan, Minister of AANDC
Honorable Ed Fast, Minister of International Trade
Honorable Thomas Mulcair, Leader of Opposition
Elizabeth May MP, Leader Green Party
James Lunney MP Conservative Party
National Chief, Shawn Atleo, AFN
Clifford Atleo President, Nuu-Chah-Nulth Tribal Council
Grand Chief Stewart Phillips, UBCIC
Grand Chief Ed John, First Nations Summit

This is Exhibit P referred to in the Affidavit of Carolyn Brenda Sayers sworn before me on February 14, 2013.


A Commissioner for taking Affidavits for British Columbia

SPECIAL CHIEFS ASSEMBLY
DECEMBER 4, 5 & 6, 2012, GATINEAU, QC

Resolution no. 37/2012

TITLE: International Trade Agreements and Indigenous Rights

SUBJECT: Duty to Consult

MOVED BY: Chief Nelson Genaille, Sapotaweyak Cree Nation, MB

SECONDED BY: Chief Isadore Day, Serpent River First Nation, ON

DECISION: Carried by Consensus

WHEREAS:

- A. By way of Resolution 4-1989, the Chiefs-in-Assembly put forward a number of principles regarding Crown Consultation. These continue to be valid, and should form the basis of any federal policy or approach to dealing with First Nations rights and lands. The Chiefs-in-Assembly adopted Resolution 22/2008 which set out First Nation's expectations regarding the Crown's legal duty to consult with First Nations and accommodate.
- B. Through Resolution 37-2007 the Chiefs-in-Assembly ratified the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and called on Canada to immediately endorse the UNDRIP and to work in partnership with Indigenous Peoples in Canada. Both the Government of Canada and the People's Republic of China subsequently endorsed the UNDRIP.
- C. On October 22, 2012, at the Third Committee to the General Assembly of the United Nations, the government of China stated that it, "will continue to work with others and play a proactive and constructive part in safeguarding the rights and interests of indigenous peoples, promoting their full participation in economic and social development, and pushing for the comprehensive implementation of the Declaration."
- D. The UNDRIP states at Article 19: "States shall consult and cooperate in good faith with the indigenous peoples concerned...in order to obtain their free, prior and informed consent before adopting and implementing legislative or administrative measures that may affect them"; and also states at Article 32: "States shall consult and cooperate in good faith with the indigenous peoples concerned...in order to

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obtain their free, prior and informed consent prior to the approval of any project affecting their land or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.”

- E. On September 9, 2012 Prime Minister Harper and Chinese President Hu Jintao witnessed the signing of the Canada-China Foreign Investment Promotion and Protection Agreement (FIPPA) after a private one-on-one meeting on the margins of the annual Asia Pacific Economic Co-operation Summit.
- F. On September 26, 2012 the FIPPA was tabled in the House of Commons. It was able to come into effect by October 31, 2012, but has not yet been ratified by Canada.
- G. First Nations across Canada have expressed their concerns and opposition to the FIPPA (as documented through letters) and these concerns include:
 - a. Recognition of Aboriginal title, Treaty rights and governance of reserve lands could be considered expropriations from foreign investors;
 - b. Impact on First Nation Aboriginal and Treaty rights including impact on outstanding Treaty claims and interests, existing Treaty Land Entitlement Agreements and unresolved related claims and interests;
 - c. Environmental issues; and
 - d. Removal of resolution of First Nation disputes from Canadian courts to an international body.
- H. A spokesperson for International Trade Minister Ed Fast said the Government of Canada always consults on trade agreements, stating: “The (investment agreement) contains the exceptions found in our other treaties that preserve policy flexibility for certain sensitive sectors and activities, including rights or preferences provided to Aboriginal peoples. The (investment agreement)...provides a policy carve-out for government measures concerning ‘rights or preferences provided to Aboriginal peoples.’”
- I. Canada is currently negotiating a Canada Europe Free Trade Agreement (CETA), with similar provisions to the FIPPA.
- J. Contrary to the UNDRIP and Canada’s stated position, there was no consultation with First Nations in the drafting of the FIPPA, and the FIPPA contains no express provision that protects Aboriginal and Treaty Rights.

THEREFORE BE IT RESOLVED that the Chiefs-in-Assembly:

- 1. Direct the Assembly of First Nations National Chief to engage with the federal government to ensure that Canada fulfills its duty to consult and accommodate with First Nations on the Canada-China Foreign Investment Promotion and Protection Agreement (FIPPA) and other trade agreements, such as the Canada Europe Free Trade Agreement (CETA), consistent with the standard of Free, Prior and Informed Consent as identified in Article 19 of UNDRIP.
- 2. Mandate the Assembly of First Nations to expeditiously develop a legal analysis of FIPPA and its impact on First Nations including:


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- a. Impact on First Nation Aboriginal and Treaty rights including:
 - i. existing Treaties, outstanding Treaty claims and interests, modern agreements and traditional territories and
 - ii. existing Treaty Land Entitlement Agreements and unresolved related claims and interests.
 - iii. current and future land claim agreements, including specific claims, comprehensive claims and other land related claims;
 - b. Impact on Crown initiatives to implement the duty to consult and accommodate, including the possibility the FIPPA may induce a 'chill' to recognition and implementation of First Nation rights;
 - c. Impact on Natural Resources Transfer Agreements and impact benefit agreements;
 - d. Impact on treaties and arrangements, and other land or resource related agreements;
 - e. Inconsistencies with recognition of indigenous rights at international trade law and under international indigenous rights law; and
 - f. National and international remedies, including a potential Reference Case to the Supreme Court of Canada.
3. Direct the Assembly of First Nations National Chief to work with AFN Regional Chiefs to determine what province(s) or territory / territories would be willing to put forward a Reference Case to the Courts including, if needed, the Supreme Court of Canada, and also determine what First Nations would be willing to seek to be an intervenor.
 4. Direct the Assembly of First Nations National Chief to engage with the official opposition and other federal parties to ensure their opposition to the FIPPA, and their positions on other trade agreements like the CETA, includes a commitment to recognizing and affirming Aboriginal and Treaty rights and to the standard of free, prior and informed consent.

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Various Media Articles

This is Exhibit Q referred to in the
Affidavit of Carolyn Brenda Sayers
sworn before me on February 14, 2013.



A Commissioner for taking Affidavits for
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By [Lingling Wei](#) and [Alistair MacDonald](#)

China Investment Corp. is close to purchasing a 12.5% stake in some timber assets in Canada from an infrastructure affiliate of Brookfield Asset Management Inc. for about \$100 million, according to people with direct knowledge of the matter.

The move marks the latest effort by the Chinese sovereign-wealth fund to step up its investment in assets that could help shield its giant overseas portfolio from rising inflation risks.

CIC, which manages a chunk of China's massive foreign-exchange reserves, is expected to sign as soon as this week the deal with Brookfield Infrastructure Partners LP, which is partly owned and managed by Brookfield Asset Management, the people said. The Wall Street Journal reported in September that CIC was in talks with Brookfield about investing in timber and other types of infrastructure assets that could act as a hedge against inflation.

The timber assets are part of closely held Island Timberlands, which is jointly owned by Brookfield and other institutional investors and consists of about 634,000 acres of freehold timberlands mainly on Vancouver Island, the people said. Brookfield Infrastructure, which is publicly traded, told investors in July that it planned to divest some of its timber and other assets.

"In the current low interest-rate environment and given strong interest in infrastructure assets from institutional and strategic buyers, Brookfield Infrastructure believes that there could be opportunities to monetize these assets and reinvest capital in assets that offer superior returns," the company said at the time.

CIC has been shifting toward long-term, hard assets in foreign markets that can throw off steady cash flow. Like other investors, CIC is looking to protect its portfolio from rising inflation risks potentially posed by stimulus measures in Western countries. Last week, CIC said it will buy a 10% stake in the holding company that runs London's Heathrow Airport. In January, it acquired 8.7% of Thames Water, a closely held utility responsible for the public water supply in London.

CIC Chairman Lou Jiwei said in a June interview with The Journal that the fund had allocated less than \$10 billion of its portfolio to infrastructure. Mr. Lou also said CIC would invest in infrastructure assets mainly as a financial investor, adding: "we do not have anybody who can really use shovels."

With assets valued at \$482 billion at the end of last year, CIC is the fifth-largest country fund in the world.

The deal with Brookfield also comes amid recent uncertainty over whether Ottawa would approve a much larger pending deal by the Chinese in Canada, the \$15.1



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billion agreement by China's [Cnooc Ltd.](#) [0883.HK -0.60%](#) to acquire [Nexen Inc.](#) [NXY T -0.56%](#), one of Canada's largest independent energy producers. Even though the CIC-Brookfield deal likely won't be subject to the kind of regulatory scrutiny experienced by the Cnooc deal, CIC and other Chinese companies operating in Canada are eagerly awaiting how Ottawa would view the Cnooc deal and how it would clarify its approach to foreign investment by state-owned companies.

During a visit to Toronto in September, Chen Deming, China's commerce minister, told a gathering at the Canada China Chamber of Commerce that the country's state-owned enterprises should be treated "fairly" and "objectively" when they invest abroad.

Winston Wenyan Ma, a managing director in CIC's representative office in Toronto, and Zhang Fengjiu, chief executive of Cnooc Canada Inc., are both members of the board of the Chinese business association in Canada.

[Brookfield, canada, China Investment Corp., timber](#)

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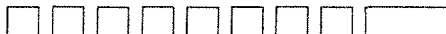
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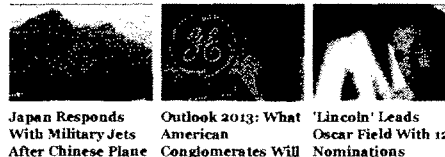
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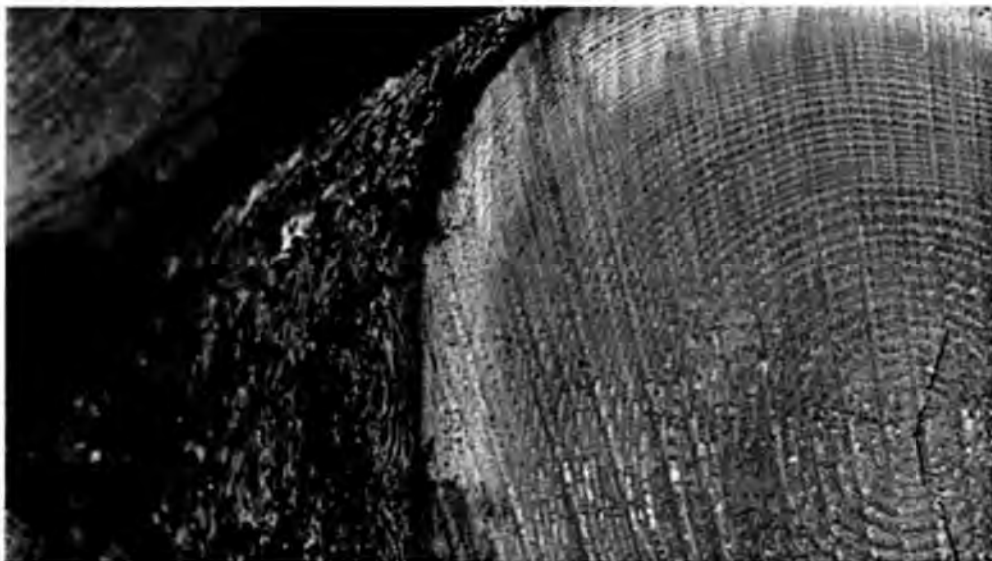
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Business RRSP Season

China eyeing timberland on Vancouver Island

Report claims Chinese state-owned firm is considering buying 12% stake in Island Timberlands

CBC News Posted: Nov 6, 2012 11:35 AM ET | Last Updated: Nov 6, 2012 1:30 PM ET 113



China's government wealth fund is reported to be in negotiations for a 12.5 per cent stake in a firm which owns about 254,000 hectares of forest land, mainly on Vancouver Island. (Brookfield Infrastructure Partners)

The Wall Street Journal reported Tuesday that China is preparing to invest about \$100 million in timber assets mainly on Vancouver Island.

The Journal said China's government wealth fund, the China Investment Corp., is negotiating with Toronto-based Brookfield Asset Management for a 12.5 per cent stake in Island Timberlands, which owns about 254,000 hectares of forest land.

Without identifying its sources, it said a deal could be announced as early as this week.

Island Timberlands is jointly owned by a subsidiary, Brookfield Infrastructure Partners, and other institutional investors.

BIP shares were up two cents at \$34.42 US on the New York Stock Exchange at mid-morning Tuesday.



It holds a total of more than one million hectares of forest lands in North and South America.

CIC manages China's massive foreign exchange reserves and the

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Journal has previously reported that it has been in talks with Brookfield for assets that would hold on to their value in times of inflation.

The central banks of the U.S., Europe, Canada and others have been embarking on various program aimed at stimulating their economies by keeping interest rates low, raising concerns of eventual inflation.

The report comes as the Harper government considers whether to approve a proposal from the Chinese state-owned energy giant, CNOOC, for Calgary based-Nexen, which has assets in Canada's oilsands and conventional oil and gas properties in Canada, the North Sea and the Gulf of Mexico.

Yesterday, the government announced it was extending its deadline for its review of the net benefits to Canada of the \$15.1-billion proposal to Dec. 10.

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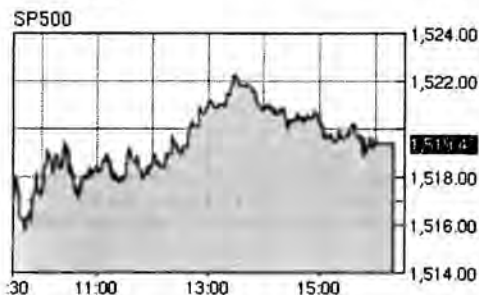
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Chinese sovereign wealth fund eyes Vancouver Island timberlands investment

BY GORDON HAMILTON, VANCOUVER SUN NOVEMBER 8, 2012



Canada has become an important supplier of logs to China, according to Kevin Mason, an analyst with ERA Forest Products Research.

China Investment Corp., one of the world's largest sovereign wealth funds, is close to closing a \$100-million deal to purchase a stake in Vancouver Island forest company Island Timberlands, according to the Wall Street Journal.

The reported move by China into B.C. timber comes at a time when the federal government is reviewing its policies on foreign investment by state-owned funds and less than three weeks after Ottawa rejected a \$5.7-billion natural gas purchase by Malaysian state-owned oil giant Petronas.

Further, Ottawa is expected to rule by Dec. 10 on state-owned China National Offshore Oil Corporation's \$15.1-billion purchase of Calgary oil company Nexen. Prime Minister Stephen Harper said on Thursday that the government will be making decisions "very soon" on a framework for dealing with such investments.

The much-smaller Island Timberlands purchase is not expected to attract the same scrutiny as the Petronas and CNOOC deals because C.I.C. is expected to be taking only a 12.5-per-cent stake in the company, rather than buying it outright. C.I.C. also takes a long-term, passive approach to investments, said Gilbert Chan, president of NAI Interactive Ltd., which connects North American companies with Chinese investors.

"They are always strategic. I don't think people should be too sensitive about this, thinking 'Hey, they are taking away our stuff.' They always take a business approach, they are always looking at what will make a good investment for them," said Chan.

Island Timberlands, which owns 254,000 hectares of prime forest land on Vancouver Island, is part of Brookfield Asset Management, a Canadian real estate and infrastructure company with global holdings. Kevin Mason, analyst with ERA Forest Products Research, said Island Timberlands has built a strong log export program to China and it makes sense for C.I.C. to be interested in owning a piece of the company for that reason.

"From a Canadian perspective, there is a bit of a question on foreign direct investment, but this is a toehold. It's not as if they will have control of the company. We are a very important supplier to China and obviously, for them, it is good to have a toehold," said Mason.

C.I.C. is believed to be making the investment in Island Timberlands as a hedge against inflation, according to the Journal, but Mason said the fact that C.I.C. is also acquiring an asset in high demand in China likely plays into the investment.

"We know we have assets that the world wants. This is proof of that," said Mason. "If this plays out as it has in other commodities, I think we are going to see the Chinese making more investments in fibre-related areas."

China Investment Corp. is a \$300-billion sovereign wealth fund that also manages a portion of the Chinese government's \$2.85-trillion worth of foreign exchange reserves. It opened its first overseas office last year in Toronto.

C.I.C. already has a large stake in Vancouver-based mining giant Teck Resources, buying a 17.2-per-cent stake in 2009 for \$1.5 billion. Teck president Don Lindsay has stated in the past that CIC's holding in Teck has enabled the mining company to form important business relationships in China.

Mason said he expects CIC's reported investment in Island Timberlands could also open doors in Asia.

"At the end of the day, what do we have a competitive advantage on? It's our fibre. Our fibre gives us an edge. It isn't easily replicated," said Mason. "We have a comparative advantage in growing trees and that's where we get the best value.

"It's something we've got and they need. We should focus on growing more of it."

Neither China Investment Corp. nor Brookfield Asset management returned messages Thursday.

China has been investing in the B.C. forest sector already, said Gerry Van Leeuwen of the consulting firm International Wood Markets. He said Wood Markets forecasts that China will have a wood shortage of 200 million cubic metres a year by 2017, about three times the amount of the annual B.C. timber harvest.

Earlier this week, the private Chinese company Roc Holdings Ltd. reopened a sawmill in Terrace that it purchased from West Fraser Timber. The mill had been closed since 2007. The mill employs 50 workers and makes lumber for the domestic and Chinese market.

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Posted December 13, 2012

Media Release: Chinese Government's Ownership of BC's Forests Could Undermine New Environmental Laws, Forestry Jobs, and First Nations

AFA Media Release, December 13, 2012

Chinese Government's Ownership of British Columbia's Forests Could Stifle New Environmental Laws, Undermine BC Forestry Jobs, and Infringe on First Nations' Rights under Proposed Trade Agreement

Conservationists with the Ancient Forest Alliance (AFA) are raising the alarm that the potential ownership of vast tracts of British Columbia's private forest lands by the Chinese government could negatively impact BC's environmental laws, forestry jobs, and the rights of First Nations in light of the proposed Canada-China Foreign Investment Promotion and Protection Agreement (FIPA). Island Timberlands is BC's second largest private landowner, with over 254,000 hectares of private forest lands on Vancouver Island and the Sunshine Coast. The company is expected to close a \$100 million deal soon with the China Investment Corporation (CIC), one of the world's largest sovereign wealth funds owned by the Chinese government. The deal will see the CIC own a 12.5% stake in Island Timberlands (see the article: <http://www.scmp.com/news/world/article/1099267/tiny-cortes-island-girds-battle-chinas-huge-cic-wealth-fund>).



[Click for larger image](#)

The Incredible Cathedral Grove Canyon near Port Alberni is just one of many countless areas of old-growth forest land owned by Island Timberlands.
Photo TJ Watt

"The Communist Party of China is about to become one of the biggest landowners in British Columbia if this deal goes through. In light of the proposed Canada-China investment treaty, this could be at the expense of BC's environment, forestry workers and First Nations," stated Ken Wu, executive director of the Ancient Forest Alliance. "Chairman Harper seems to be channelling Chairman Mao's spirit these days, as it's hard to see how this proposed agreement will be a net benefit to Canadians."

The Canada-China FIPA would allow Chinese investors in Canada to sue the federal government for lost profits due to new regulations, taxes, and environmental laws enacted federally, provincially, or municipally. This would undercut the ability of future governments to enact new regulations or policies that might result in a lawsuit by Chinese companies which are accountable to the Chinese government. Any disputes under FIPA would go for arbitration in tribunals outside of Canadian courts and mostly outside of any court. These tribunals are not independent, open, and procedurally fair in the manner of other international courts and tribunals. The agreement's stipulations would last for a minimum of 31 years even if the Canadian government in the future opts out of the agreement at the earliest opportunity, which is after a 15-year minimum term. The federal government has yet to ratify FIPA, possibly as a result of major public opposition including within Conservative party constituencies. See more info at: <http://www.desmogblog.com/2012/10/15/china-canada-investment-treaty-designed-be-straight-jacket-canada-exclusive-interview-trade-investment-lawyer-gus-van>

"Not only could the Chinese government's ownership of our forests under FIPA obstruct future measures to protect our endangered ecosystems, BC wood processing jobs, and First Nations land use plans, but it could result in Canadian taxpayers owing tens of millions of dollars to the Chinese government for protecting the interests of our own citizens," stated Wu.

Measures to protect the environment, labour, and First Nations rights that could be negatively affected by the Canada-China FIPA and the CIC buying a stake in Island Timberlands include:

- Obstructions against **new regulations or taxes to curtail unprocessed "raw" logs** from being exported from BC to sawmills in China and abroad. Island Timberlands is one of BC's largest exporters of raw, unprocessed logs to foreign mills in China, the US, and other countries. Public pressure is strong to curtail raw log exports in order to ensure a guaranteed log supply for BC's wood manufacturing sector. "This trade agreement with China could provide an unfettered conduit for the free flow of unprocessed raw logs from BC's forests to Chinese sawmills," stated Wu.

- Undermining stronger **Forest Practices regulations** on private forest lands. Conservationists are calling for stronger regulations on Private Managed Forest Lands to protect salmon streams with wider forested "buffers", to protect drinking watersheds, old-growth forests, and endangered species against industrial logging, and to enact controls on the unsustainable rate of overcutting. In 2004 the BC Liberal government removed 88,000 hectares of private forest lands now owned by Island Timberlands from the Tree Farm Licenses that once regulated them with stronger forest practices regulations with the same standards on public lands.

- Frustrating the establishment of a "**Forest Land Reserve**", similar to the existing "Agricultural Land Reserve", that would prohibit real estate subdivisions and suburban sprawl on private forest lands zoned for forestry use.

- Obstructing the implementation of **First Nations land-use plans and shared decision-making** measures that may require legally-binding orders from the BC government to protect sacred sites, important cultural use sites, and natural resource areas. Most of Island Timberlands' lands are also unceded by First Nations where no treaties were signed that relinquished First Nations title to them. Many BC First Nations are pushing for increased legal control over their unceded territories and to implement their own land use visions even before treaties are settled, which in most cases are still many years away.

Island Timberlands is entangled in battles with communities across Vancouver Island and the Sunshine Coast who are upset by the company's plans to log old-growth forests and sensitive ecosystems (see a list of contentious areas and beautiful photos at: <http://www.ancientforestalliance.org/news-item.php?ID=519>).

On Cortes Island (see beautiful photos at: <http://www.ancientforestalliance.org/photos.php?gID=12>), local residents repeatedly protested and blocked Island Timberlands' attempts to log earlier this month. Last week the company temporarily pulled out its logging crews from Cortes Island and postponed its pursuit of a court injunction against the protesters, with Island residents currently waiting for the company to meet with them to resume negotiations.

The Ancient Forest Alliance is calling on Island Timberlands back off from logging its contentious "forest hotspots" across the coast until conservation funding can be secured for their purchase, and to log on Cortes Island according to community, ecosystem-based forestry standards.

In addition to strengthening environmental regulations on private forest lands, the AFA is also calling on the provincial government to establish a \$40 million annual BC park acquisition fund to purchase and protect endangered ecosystems on private lands. The last time the provincial government had a dedicated park acquisition fund was in the 2008 budget.

"While private land trusts are vital for conservation, they simply don't have the capacity to quickly raise the tens of millions of dollars needed each year to protect most endangered private lands before they are logged or developed —only governments have such funds," stated TJ Watt, Ancient Forest Alliance campaigner and photographer. "More than ever, considering the potential future difficulties to strengthen environmental laws on private lands under FIPA, the BC government must fund the purchase of the last endangered old-growth forests on private lands before they are logged."

A battle over private forest lands on Salt Spring Island over a decade ago between local residents and a logging/development company was resolved when the federal, provincial and regional governments provided over \$16 million in funding, along with \$1 million raised by local citizens, to purchase over 1000 hectares of private forest lands on Mount Maxwell and around Burgoyne Bay – an area similar in size to Island Timberlands' holdings on Cortes Island. Currently, Cortes Island residents are working to raise funds to purchase and protect the 250 hectare "Children's Forest" from Island Timberlands, constituting about 25% of the company's private lands on Cortes.

The transfer of lands from private corporate ownership to public ownership would also open up greater possibilities for First Nations shared decision-making and cultural uses on those lands. Other provincial funds could also be put forward to purchase private forest lands for conversion to Community Forests for ecosystem-based forestry operations controlled by local communities.

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Chinese seek stake in BC forestry company as FIPA decision looms

Vancouver Observer - Katrina Eschner, December 14, 2012

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Potential impacts of a \$100 million dollar deal between China Investment Corporation (CIC) and Brookfield Asset Management Inc, the majority shareholder in Island Timberlands (IT), have made headlines internationally and alarmed activists in British Columbia. The story was first reported in early November by the Wall Street Journal.

[South China Morning Post](#) reported upon it more recently, quoting activist Zoe Miles.

Island Timberlands intends to clear cut a forest Cortes Island residents say they cherish, but so far the community has stopped IT from proceeding.

The industrial scale forestry IT proposes for Cortes Island "gives the corporation all of the profit at the expense of the community," Miles said.

Because IT is exporting raw logs to the Chinese market, as opposed to finished products, Miles said residents will be left with a "devastated ecosystem" and no long-term benefits for locals.

"What we see is that they appear to be far more interested in making a deal with China than they do with the local community, and so, to all appearances, their priority is profit over local benefit," Miles said.

Islanders want to work with the forestry company to "create a new model that everyone can benefit from and that creates local jobs as well as preserve the integrity of the ecosystem and that they can still make a profit from."

Neither the CIC sale nor the Canada-China FIPA agreement have gone through yet, Kenneth Wu, executive director of the [Ancient Forest Alliance](#) said.

"And in fact, I think the ratification of FIPA has been stalled by a massive public outcry, including among the Conservative voting base," he said.

"Many of the activists are pushing for stronger forest practice regulations... to ensure essentially that eco-forestry standards and community standards are implemented on those lands. They're not anti-logging. They want to see sustainable logging. But the ability to get new laws to strengthen the forest practices standards could be jeopardized," Wu said.

If FIPA is ratified by the federal government, he cautioned, the trade agreement will protect Chinese investors, and allow them to sue for the potential lost profits as a result of new environmental laws, such as a tax for exporting raw logs to Chinese or American mills.

He said such a move would make it difficult to create policies that would respond to the vision of "sustainable forestry" articulated for Cortes Island and other sites.

Relations with First Nations

Weakened regulatory abilities and local resource control aside, the AFA also cautions that the Canada-China FIPA and CIC's Island Timberlands buy-in could hinder negotiations with First Nations over land-use planning. It could also destabilize joint decision-making, as well as the push to create a "Forest Land Reserve" designation that would protect specific forest areas from development.

For some Cortes Island residents, these possibilities are part of a longer struggle over forest resources. Rick Bockner, himself a professional woodworker, moved to Cortes Island 21 years ago with his two daughters. He was on the island in 1991 when islanders fought Macmillan-Bloedel over what he notes are many of the same trees.

"The difference is that in 1991 those logs probably would have been processed locally. And these days with the provincial government aiding and abetting the corporations in exporting raw logs to foreign markets, we're finding that there's no benefit locally from any of this activity, and it's a sticking point for us," he said.

Island Timberlands was contacted but did not provide a comment before deadline.



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Flagging tape marked "Falling Boundary" in a threatened area of mature forest of Cortes Island.
Photo by TJ Watt



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China's CIC Makes Investing Shift

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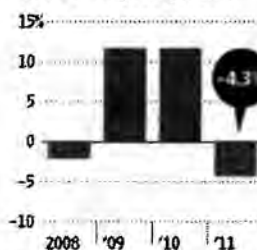
As China's sovereign-wealth fund looks for acquisitions overseas, it is taking a bolder approach to its investment strategy. The WSJ's Lingling Wei reports on CIC's ambitions to invest outside China.

BEIJING—China Investment Corp., one of the world's largest sovereign-wealth funds, is taking a more active role in its investments overseas by co-investing with private-equity fund managers such as Canada's Brookfield Asset Management Inc., according to people with the direct knowledge of the fund.

In its early days, CIC typically used funds run by outside managers to make investments outside China. Now, as its overseas holdings grow and the fund faces greater pressure to generate returns, CIC is ratcheting up its direct-investment efforts by teaming up with, rather than investing through, some third-party managers, according to fund managers who have done business with CIC and others familiar with the fund.

Accounts Report

China Investment Corp.'s annual returns on its global portfolio



Source: the company
The Wall Street Journal

The new approach could allow CIC more control over assets it holds and potentially give it bigger financial gains down the road. CIC posted a 4.3% loss on its global portfolio last year, the most recent period for which figures are available, following 11.7% returns for both 2010 and 2009.

But challenges abound as CIC makes the transformation into a more hands-on investor. A more direct investment approach could lead to higher regulatory hurdles. Countries such as Mongolia, Australia and Canada have either made or proposed changes in their foreign-investment regulations that could subject government-backed investors, such as CIC, to greater scrutiny. "For any additional capital CIC receives from the Chinese government, CIC likely would

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allocate more of that to direct investments," said Cindy Qu, an analyst at Z-Ben Advisors, a consultant in Shanghai. She added that the approach could lead to "closer examination of its investments because of its government-backed nature."

In a sign of what is known within CIC as a "go direct" shift, the fund is partnering with Brookfield to scour the Americas for timber and other assets that could shield its global portfolio from inflation, according to people with direct knowledge of the matter. In 2010, CIC contributed about \$200 million to a \$2.5 billion Brookfield private-equity fund specializing in such assets in North and South America.



Bloomberg News
A logging station in western Canada. CIC is planning to invest between \$200 million and \$300 million in forestry assets in locations like this.

But this time, CIC is seeking to be a co-investor with Brookfield, the people said, rather than a limited partner in a Brookfield fund. Co-investors enjoy greater influence and higher returns on the assets acquired than a limited partner. That is because a co-investor doesn't have to pay fund-management fees like a limited partner does and there are typically fewer co-investors on a deal than there are limited partners in a fund.

Large U.S. and Canadian pension funds and university endowments have also tried their hand at direct investing or co-investing alongside private-equity funds. The Teachers Retirement System of Texas and Ontario Teachers' Pension Plan are known for making large direct investments.

But because most pension funds lack the staff or expertise to identify good investments and oversee them on their own, direct investing remains limited. Some endowments can tap networks of university alumni to find promising deals, but many pension officials find it more practical to rely on private-equity firms to make investments on their behalf.

Instead of investing on their own, many U.S. pension funds are entering, or seeking to enter, so-called strategic partnerships with private-equity firms that promise to give pensions more say over their investments and lower fees. The talks with Brookfield are led by CIC's representative office in Toronto, the fund's first official presence outside of Asia, headed by Felix Chee and Winston Ma.

CIC and Brookfield are looking to buy forestry assets in places such as the Pacific Northwest, the people said. CIC is planning to invest between \$200 million and \$300 million in this case, they said.

By potentially co-investing with Brookfield, the people said, CIC could rake in higher returns on the assets they buy together than it could achieve from investing in the Brookfield fund.

It is unclear what kind of returns CIC has achieved from its investment in the \$2.5 billion Brookfield fund. Brookfield said in a statement that the firm is the "sole manager" in all of its private-equity funds and "our LPs and co-investors do not run our businesses."

Other sovereign-wealth funds in Asia and the Middle East have also sought to adopt a more-active role as their resources grow. Despite the potential for reduced fees from co-investing with government funds such as CIC, some fund managers still consider these investors desirable, deep-pocketed partners.

"Co-investing with CIC will bring along higher investor confidence and more capital," said Stuart Leckie, chairman of Stirling Finance, a Hong Kong-based pensions and investments adviser.

CIC was created in 2007 to enhance returns on China's foreign-exchange reserves—currently at \$3.2 trillion, the world's largest—which were largely parked in low-yielding U.S. Treasury debt. With assets valued at \$482 billion as of the end of 2011, CIC is the fifth-largest country fund in the world.

So far, CIC's direct investments have focused on oil, gas, mining and infrastructure projects, assets that could throw off steady cash flows and benefit from China's huge demand for energy and commodities.

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In August, several investors including CIC and the Government of Singapore Investment Corp., the city-state's sovereign-wealth fund, invested a total of about \$500 million in an export liquefied natural gas plant planned by Houston-based Cheniere Energy Partners. The deal was led by Blackstone Group LP.

—Alistair MacDonald and Michael Corkery contributed to this article.

Write to Lingling Wei at lingling.wei@wsj.com

Corrections & Amplifications

Several investors including China Investment Corp. and Government of Singapore Investment Corp. in August invested a total of about \$500 million in an export liquefied natural gas plant planned by Houston-based Cheniere Energy Partners. An earlier version of this article incorrectly said they each invested about \$500 million.

A version of this article appeared September 19, 2012, on page C1 in the U.S. edition of The Wall Street Journal, with the headline: CIC Shifts Gears to 'Go Direct'.

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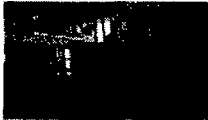
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Chinese investment in Canada to stay strong, says ambassador

The Canadian Press

Posted: Feb 12, 2013 5:16 AM PT

Last Updated: Feb 12, 2013 6:15 AM PT

Canada's ambassador to China says money from the Asian country is likely to keep pouring into Canadian resource projects.

But Guy Saint-Jacques also says he thinks those dollars will increasingly flow into mining and forestry as well as energy development.

"I expect that the interest will increase on the mining side," he said in an interview with The Canadian Press after speaking to an audience at the University of Alberta on Monday.

"What I expect also is maybe they will start to get interested in the forestry sector. There's already investment in pulp manufacturing. I think they are starting to look at potential minority participation in a number of companies."

Chinese state-owned companies have already staked out a significant foothold in Alberta's oilpatch — especially in the oilsands after the federal government approved a \$15-billion takeover of Calgary-based Nexen by China National Offshore Oil Corp. late last year.

PetroChina has also expressed interest in owning a share of the proposed Northern Gateway, which would ship oilsands bitumen to waiting tankers on Canada's West Coast.

Push into mining

The amount of Chinese money flowing into energy development is still three times the size of the amount going into mining. But Saint-Jacques, a fluent Mandarin speaker who was appointed ambassador last fall, said that country is looking at other resource opportunities as well.

A Chinese-controlled company now has a plan in front of northern regulators to build major open-pit lead, zinc and copper mines along Canada's Arctic coast.

There is Chinese interest in northern Ontario's Ring of Fire mining region and in Saskatchewan's potash reserves as well, said Saint-Jacques.

In his speech, Saint-Jacques pointed out that Canadian mining exports to China already eclipse Canada's entire exports to Germany.

Forestry exports are also increasing rapidly.

"Our wood exports to China have grown in spectacular fashion; in fact, 22 times between 2002 and 2012."

The Chinese, who haven't traditionally built homes from wood, are beginning to realize its advantages in terms of construction ease and insulation, Saint-Jacques said.

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"There are new applications in terms of wood that are being specifically applied to the Chinese market, (such as) replacing the roof of a four- or five-storey building. If they use trusses they can replace a block in just a week, so it's more efficient and they can also have better insulation."

Chinese policy-makers are also getting a better sense of how Canada balances different interests in resource development, Saint-Jacques suggested.

"They have become a lot more sophisticated. In a number of cases they have started to have discussions directly with First Nations. I think they have come to understand what we mean by being good corporate citizens. They have refined their thinking.

"I have not perceived any expression of frustration or impatience so far."

Still, the Chinese welcomed the Harper government's decision to streamline environmental approvals for major developments, Saint-Jacques said.

The ambassador acknowledged trade irritants remain, especially around Canadian investment in China.

"We are still faced with investment restrictions in areas of Canadian strengths, such as mining," he said. There are also concerns around the rule of law and lack of transparency for Canadian companies dealing in China.

'Cautiously pessimistic' on political reform

Saint-Jacques said political reform is slow and unlikely to make any major strides forward in the near term as Chinese leadership changes.

He said he is "cautiously pessimistic" about the likelihood of liberalization in the country.

But he emphasized the two countries have to get to know each other better and noted that Chinese tourism to Canada is increasing so fast that embassy staff have a tough time keeping up with the paperwork. Up to half a million visitors a year could be coming from China by 2015, he said.

It's time Canadians returned the interest, said the ambassador, who urged students to consider a term in a Chinese university as a way of building those bridges.

"There's a lot of suspicion toward Chinese investment in Canada. My message is this: both sides have to work through the suspicion. Concerns are exacerbated by the lack of knowledge on both sides."

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February 14, 2013

HUFFPOST ALBERTA CANADA 

Guy Saint-Jacques: Chinese Investments Into Canadian Resources To Keep Pouring In

CP | By Bob Weber, The Canadian Press

Posted: 02/11/2013 4:11 pm EST | Updated: 02/12/2013 11:53 am EST

THE CANADIAN PRESS *** EDMONTON - Canada's ambassador to China says money from the Asian country is likely to keep pouring into Canadian resource projects.

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