

**COMPREHENSIVE FISHERIES AGREEMENT  
FOR Sockeye, Pink, and Chum SALMON**

BETWEEN: Her Majesty the Queen in Right of Canada as represented  
by the Minister of Fisheries and Oceans (hereinafter called  
"DFO")

AND: Each of the Bands listed in section 2 of this Agreement

Signed on: Aug 12, 2009

Duration: April 1, 2009 – March 31, 2010

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TABLE OF CONTENTS

COMPREHENSIVE FISHERIES AGREEMENT ..... 1

FOR SOCKEYE, PINK, AND CHUM SALMON ..... 1

    Purpose..... 1

    Definition ..... 1

    Interpretation..... 5

    Schedules ..... 5

    Cooperative Management ..... 5

    Confidentiality ..... 5

    Technical Standards ..... 5

    No Employee Relationship, Agency Relationship or Assignment ..... 6

    Conflict of Interest ..... 6

    Lobbyist Registration..... 6

    Indemnification and Insurance..... 6

    Acts and Regulations ..... 7

    Amendment..... 7

    Effect, Duration and Termination ..... 7

    Issue Resolution ..... 8

    Notices and Representatives ..... 8

SCHEDULE A ..... 14

    Description of Harvesting Area ..... 14

SCHEDULE B-1 ..... 15

    Fishery..... 15

        Species and Quantity..... 15

        Fishing Plan ..... 15

        Disposition of Fish..... 17

        Licensing..... 18

        Proof of Designation to Fish..... 18

        Designation to Fish ..... 19

        Withdrawal of Designation and Amendments..... 20

        Monitoring and Reporting..... 20

        Costs..... 20

        Other Species ..... 20

        Coming into Force ..... 21

Appendix 1 to Schedule B-1 ..... 22

    Conditions of Aboriginal Communal Fishing Licence(s) for Salmon for the Lower Fraser  
    River for Commercial Purposes..... 22

        Species and Quantity that may be harvested under the Communal Commercial Licence(s)..... 22

        Use of Salmon Caught under Authority of the Communal Commercial Licence(s)..... 22

        Dates and Times..... 23

        Areas ..... 23

        Fishing for Other Participants..... 23

        Landing ..... 23

        Transportation of Salmon ..... 24

        Gear and Gear Identification..... 24

        Monitoring and Reporting..... 25

        Monitors and Observers..... 27

Appendix 2 to Schedule B-1 ..... 29

    Conditions of Aboriginal Communal Fishing Licence(s) for Salmon for the Lower Fraser  
    River for FSC Purposes ..... 29

        Species and Quantity that may be harvested under the FSC Licence..... 29

        Disposition of Salmon Harvested under the FSC Licence(s) ..... 29

        Dates and Times..... 29

        Areas ..... 29

        Fishing for Other Participants..... 29

        Gear and Gear Identification..... 30

        Monitoring and Reporting..... 31

        General..... 31

        Fishery for food, social and ceremonial purposes with observers ..... 31

        Fishery for food, social and ceremonial purposes without observers..... 32

        Fishery using selective fishing gear ..... 32

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Appendix 3 to Schedule B-1 .....	33
Species Composition of Sockeye Timing Groups .....	33
SCHEDULE E-1 .....	34
Monitors .....	34
Designation .....	34
Role and Duties .....	34
Participation in Fishery .....	35
Funding .....	35
Training .....	35
Administration .....	35
Coming into Force .....	35
Appendix 1 to Schedule E-1 .....	36
Monitoring and Enforcement Protocol .....	36
Purpose .....	36
Coordination of Monitoring and Enforcement Activities .....	36
Consultation .....	36
Breach of Licence .....	36
Seizure of Fishing Gear and Fish .....	37
Documentation .....	37
Appearance Notice .....	37
Enforcement Guidelines .....	37
Monitoring duties of Monitors .....	39
Duties of Monitors .....	39
SCHEDULE H-1 .....	41
Bands' Addresses .....	41

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**COMPREHENSIVE FISHERIES AGREEMENT  
FOR SOCKEYE, PINK, AND CHUM SALMON**

This Comprehensive Fisheries Agreement made

**BETWEEN:** Her Majesty the Queen in Right of Canada as represented  
by the Minister of Fisheries and Oceans (hereinafter called  
"DFO")

OF THE FIRST PART

**AND:** Each of the Bands listed in section 2 of this Agreement  
(hereinafter called the "Bands")

OF THE SECOND PART

WHEREAS existing Aboriginal and treaty rights are recognized and affirmed in section 35(1) of the Constitution Act, 1982;

AND WHEREAS the Parties are both interested in the conservation, protection and management of fisheries resources in the area described in Schedule A attached hereto, hereinafter called the "Area";

AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights but rather are seeking to provide for the orderly management of the fisheries and the involvement of the Bands in the management, protection and enhancement of fisheries resources and fish habitat in the Area;

AND WHEREAS the Parties confirm their commitment to a relationship built on mutual respect and understanding;

NOW THEREFORE the Parties agree as follows:

**Purpose**

1. The purpose of this Agreement is to provide for the orderly management of the fisheries and the involvement of the Bands in the management, protection and enhancement of fisheries resources and fish habitat in the Area.

**Definition**

2. In this Agreement:

"Aboriginal Affairs Advisor" means a DFO advisor providing advice on Aboriginal matters such as national and regional objectives, capacity building, and effective interactions with First Nations;

"AFS" means the Aboriginal Fisheries Strategy administered by DFO;

"Agreement" means this Agreement, and the Schedules and Appendices attached to it;

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“Band” means one of the Bands;  
 Aitchelitz Indian Band;  
 Chawathil Indian Band;  
 Cheam Indian Band;  
 Chehalis Indian Band;  
 Katzie Indian Band;  
 Kwantlen Indian Band;  
 Kwawkwawapilt Indian Band;  
 Leq’amel Indian Band;  
 Matsqui Indian Band;  
 Peters Indian Band;  
 Popkum Indian Band;  
 Scowiltz Indian Band;  
 Seabird Island Indian Band;  
 Shxw’ow’hamel Indian Band;  
 Shxwhaiy Indian Band;  
 Skawahlook Indian Band;  
 Skowkale Indian Band;  
 Skwah Indian Band;  
 Soowahlie Indian Band;  
 Squiala Indian Band;  
 Sumas Indian Band;  
 Tzeachten Indian Band  
 Union Bar Indian Band;  
 Yakweakwoose Indian Band;  
 Yale Indian Band.

“Bands” means the Bands represented by the Sto:lo Nation, the Bands represented by the Sto:lo Tribal Council and the Independent Bands;

“Beach Seine” means a net, weighted at the bottom and floated at the top, that is used to enclose an area of water and is then drawn ashore. A Beach Seine cannot have a maximum mesh size that exceeds 2 ¾ inches;

“C&P” means the Conservation and Protection sector of DFO;

“Canadian Commercial Catch for Fraser River sockeye salmon” means the total amount of Fraser River sockeye salmon estimated to be caught in season in 2009 in Canadian commercial fisheries, including aboriginal fisheries in which sale of Fraser River sockeye salmon is permitted, based on catch estimates provided by DFO;

“Canadian Commercial Total Allowable Catch”, in respect of a stock or species of fish, means the amount of the stock or species that the Minister determines is available for harvest or is harvested in Canadian waters;

“Ceremonial Licence” means a communal fishing licence issued by DFO to one or more of the Bands, the Sto:lo Nation and the Sto:lo Tribal Council authorizing a person or persons designated by the Band or Organization to fish for unplanned events such as funerals;

“Communal Commercial Licence” means any communal fishing licence(s) issued by DFO pursuant to the *Aboriginal Communal Fishing Licences Regulations* that reflects the conditions specified in Appendix 1 to Schedule B-1 and the other provisions of the Agreement;

“Communal Licence” means any communal fishing licence referred to in Schedule B-1;

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"Consensus" means general agreement among the participants in a Planning Committee meeting called with reasonable notice to all members;

"Designation Card" means a non-transferable designation card issued in accordance with the method of designation set out in this Agreement;

"Dip Net" means a net on a circular frame at the end of a pole that is used from shore;

"Drift Net" means a gillnet free floating in the water, not attached in any manner to the shore, operated from a boat;

"Fiscal Year" means the twelve-month period beginning with April 1 of a year and ending with March 31 of the next year;

"Fishery" means the fishing described in Schedule B-1;

"FVAFS" means the Fraser Valley Aboriginal Fisheries Society that will deliver the area catch monitoring program for FSC fisheries, as well as communal commercial fisheries, funded under a separate Project Funding Agreement, except those fisheries conducted by the Yale First Nation;

"Fraser River Terminal Commercial Total Allowable Catch" in respect of Fraser River Chum Salmon means the amount of Fraser River Chum Salmon that the Minister determines is available for harvest in any commercial, experimental and demonstration fisheries in Pacific Fishery Management Area 29 and within the Fraser River, but excludes harvest in test fisheries and food, social and ceremonial fisheries.

"FSC" means food, social and ceremonial;

"FSC Fishery" means the food, social and ceremonial fishery described in Schedule B-1;

"FSC Licence" means the communal fishing licence(s) issued by DFO pursuant to the *Aboriginal Communal Fishing Licences Regulations* that reflects the conditions specified in Appendix 2 to Schedule B-1 and the other provisions of the Agreement;

"Hatchery Marked Coho" means a coho salmon marked by the absence of the adipose fin and having a healed scar in place of that absent fin (an adipose fin consists of a small fleshy appendage without fin ray support, located dorsally between the rayed dorsal fin and caudal (tail) fin.);

"Independent Band" means one of the Chehalis First Nation, Katzie Indian Band, Kwantlen Indian Band, Peters Indian Band, Skwah Indian Band, Sumas Indian Band, Union Bar Indian Band and the Yale Indian Band specifically not represented by Sto:lo Nation or the Sto:lo Tribal Council;

"Landed" with respect to fish means fish that have been inspected and counted by a Monitor, Observer, DFO Fishery Officer, or an Aboriginal Fisheries Officer and for which a Landing Slip has been issued;

"Landing Site" means a landing site established as provided in Appendix 1 of this Schedule and to which salmon harvested under the Communal Licence for commercial purposes is to be transported for landing, counting and identification of species;

"Landing Slip" means a landing slip as referred to in Appendix 1 to Schedule B-1;

"Minister" means the Minister of Fisheries and Oceans;

"Monitor" means an individual hired by one or more of the Bands and the FVAFS to carry out monitoring activities in accordance with this Agreement;

"Monitoring Site" means a site designated under this Agreement that has a Monitor or an Observer on duty during the Fishery;

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"Observer" means an Observer designated under section 39 of the *Fishery (General) Regulations*;

"Organizations" means the Sto:lo Nation the Sto:lo Tribal Council and FVAFS;

"Participant" means an individual designated in accordance with this Agreement and a communal licence to fish under the authority of the communal licence;

"Plan" means the management plan for the Fishery developed cooperatively by the Parties through the Planning Committee, as amended from time to time on the recommendation of the Planning Committee;

"Planning Committee" means a joint technical committee consisting of, unless otherwise agreed by the Parties, 4 members from DFO, 3 members from the Sto:lo Nation and 3 members from the Sto:lo Tribal Council, 1 member from Katzie Indian Band, 1 member from Kwantlen First Nation, 1 member from Sumas Indian Band 1 member from Chehalis Indian Band, 1 member from the Skwah Indian Band, 1 member from the Yale First Nation and 1 member from either the Peters Indian Band or the Union Bar Indian Band;

"RDG" means the Regional Director General of DFO;

"Schedule" means a Schedule to this Agreement and any attached Appendices;

"Selective gear" means gear approved by DFO, Lower Fraser Resource Management that avoids non-target fish and enables Participants to release with minimal impacts any non-target fish are encountered;

"Set Net" means a gillnet that is either tied to shore at one end and anchored in the river at the other end, or anchored in the river at both ends, or tied to the shore at one end and tied to a net pole at the other end;

"Sto:lo Nation" means an organization which represents the following Bands for the purposes of this Agreement:

- (i) Aitchelitz Indian Band;
- (ii) Leq'amel Indian Band;
- (iii) Matsqui Indian Band;
- (iv) Popkum Indian Band;
- (v) Shxwhaiy Indian Band;
- (vi) Skawahlook Indian Band;
- (vii) Skowkale Indian Band;
- (viii) Squiala Indian Band;
- (ix) Tzeachten Island Indian Band;
- (x) Yakweakwoose Indian Band.

"Sto:lo Tribal Council" means an organization which represents the following Bands for the purposes of this Agreement:

- (i) Chawathil Indian Band;
- (ii) Cheam Indian Band;
- (iii) Kwawkwawapilt Indian Band;
- (iv) Scowlitz Indian Band;
- (v) Seabird Island Indian Band;
- (vi) Shxw'ow'hamel Indian Band;
- (vii) Soowahlie Indian Band; and

"Vessel" means a vessel no longer than 30 feet or a vessel equipped with commercial fishing gear.

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**Interpretation**

- 3(a) This Agreement:
- (i) does not, and is not intended to, define or extinguish any Aboriginal or treaty rights and is not evidence of the nature or extent of any Aboriginal or treaty rights;
  - (ii) is made without prejudice to the positions taken by either Party with respect to Aboriginal or treaty rights;
  - (iii) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
  - (iv) does not affect any Aboriginal or treaty rights of any other Aboriginal group.

**Schedules**

- 4(a) The following Schedules form part of this Agreement:

Schedule A	Description of Harvesting Area
Schedule B-1	Fishery
Schedule E-1	Monitors
Schedule H-1	Bands' Addresses

- 4(b) This Agreement may be amended to add a schedule not originally included or, in the case of a multi-year Agreement, to add a new schedule for the subsequent year. This Schedule will bear the same letter as the schedule to which it relates and will be numbered in chronological order (e.g. "Schedule B-2"). A reference to Schedule B, C, D, E, F or G means Schedule B-1, C-1, D-1, E-1, F-1 or G-1 and any schedules that have been added to this Agreement and bear the same letter.

**Cooperative Management**

- 5(a) The Parties agree to participate in a Fraser River Watershed management process designed to coordinate fisheries related activities of the Parties in order to provide for a coordinated approach to the management of fisheries and to the conservation, protection and enhancement of fish and fish habitat within the Watershed. The Watershed management process may include issues related to fish health and quality, as well as escapement and harvest levels.

**Confidentiality**

6. Subject to subsection 12(b), DFO will respect the confidentiality of any information provided to, or shared with, DFO in confidence.

**Technical Standards**

7. Any activities carried out by or on behalf of the Bands and any members of the Bands under this Agreement will be carried out in accordance with standards established jointly by the Parties.

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**No Employee Relationship, Agency Relationship or Assignment**

- 8(a) Nothing in this Agreement, nor any acts of the Bands or of DFO, will constitute or be deemed to constitute DFO as the employer of any member or employee of the Bands carrying out activities as described in this Agreement.
- 8(b) Nothing in this Agreement, nor any acts of the Bands or of DFO, will constitute or be deemed to constitute the Bands as an agent of DFO or DFO as an agent of the Bands.
- 8(c) Neither Party will at any time hold itself out as acting as an agent of the other Party.
- 8(d) The Bands will not assign this Agreement or any part of it.
- 8(e) The Bands will have no claim on Her Majesty the Queen in Right of Canada related to any loan, capital lease or long-term obligation it enters into in relation to this Agreement.

**Conflict of Interest**

- 9(a) No member of the House of Commons will be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 9(b) No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders*, or the *Values and Ethics Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions. The Bands will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

**Lobbyist Registration**

- 10. The Bands will ensure that any person lobbying on its behalf is registered under the *Lobbyists Registration Act*, R.S.C. 1985, c. 44 (4<sup>th</sup> supp.).

**Indemnification and Insurance**

- 11(a) Where the Bands enters into a loan, capital lease, contract or long-term obligation in relation to the Project or any part of the Project, the Bands assumes all responsibility, liability and risk arising out of, or related to, either directly or indirectly, the loan, capital lease, contract or long term obligation. DFO, in reviewing any loan, capital lease, contract or long-term obligation entered into by the Bands is not making any representations to the Bands or any third party nor assuming any responsibility for the loan, capital lease, contract or long-term obligation and the Bands remains entirely responsible for loans, capital leases, contracts or long-term obligations entered into by it in relation to the Project or any part of the Project.
- 11(b) The Bands will indemnify and save harmless Her Majesty the Queen in Right of Canada, and her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Bands and its officers, members, employees, agents, contractors, or anyone for whom the Bands is responsible in law or any or all of them, in carrying out this Agreement or any part of it.
- 11(c) The Bands will purchase, provide and maintain insurance, including third-party liability insurance, suitable to its own requirements and to the activities carried out by the Bands and the members of the Bands under this Agreement. The Bands are responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for their employees.

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### Acts and Regulations

- 12(a) Where the Project, or any part of it requires an environmental assessment under the *Canadian Environmental Assessment Act*, S.C. 1992, c.37, DFO will fulfill its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Agreement. Should the Project, or any part of it, change after the environmental assessment is completed, the Bands will immediately provide DFO with a detailed description of the changed Project. If this changed Project description meets with DFO's approval and the changed Project requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO will fulfill its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Agreement.
- 12(b) Any information to be provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and the *Privacy Act*, R.S.C. 1985, c. P-21.
- 12(c) Where the Bands carry out activities under this Agreement, the Bands will comply with the *Fisheries Act* and regulations and will ensure that any authorizations required under subsection 35(2) of the *Fisheries Act*, and any other authorization required by law, are obtained prior to the commencement of any activities. The Bands will also ensure that the activities are conducted in accordance with those authorizations.
- 12(d) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.
- 12(e) Nothing in this Agreement affects any applicable federal requirement under the *Species at Risk Act*, S.C. 2002, c.29.

### Amendment

13. The Parties may amend this Agreement but such amendment will have no force or effect unless made in writing and signed by both Parties.

### Effect, Duration and Termination

- 14(a) This Agreement sets out the entire agreement and understanding between the Parties.
- 14(b) This Agreement will replace all other understandings and agreements between the Parties with respect to the matters addressed by this Agreement.
- 14(c) The obligations of the Bands under subsection 11(a) and 11(b) will survive the termination of this Agreement.
- 14(d) This Agreement will come into force on execution by the Parties and, subject to subsections 14(e) to 14(f), will terminate on March 31, 2010, or on the date this Agreement is replaced by a treaty, whichever is the earlier. In the event that any of the Bands do not execute this Agreement by August 11, 2009, any reference to that Band in this Agreement will be deemed to be omitted.
- 14(e) As between DFO and the Bands, this Agreement, or a schedule to this Agreement, may be terminated by either DFO or the Bands on sixty (60) days notice in writing to that effect given to DFO, or the Bands, as the case may be.
- 14(f) As between DFO and the Bands, notwithstanding subsection 14(e), this Agreement, or a schedule to it, may be terminated for non-compliance with this Agreement or the schedule immediately on notice in writing to that effect given to DFO, or the Bands, as the case may be.

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**Issue Resolution**

- 15(a) If any issue arises under this Agreement that is not readily resolved by the Parties, the immediate supervisor of the representative from the Party raising the issue will provide a written description of the issue to the immediate supervisor of the representative of the other Party. The supervisors will attempt, in a timely manner, to resolve the issue.
- 15(b) If the issue remains unresolved, DFO's local area Resource Manager, Assistant Resource Manager or other staff member responsible for implementation of this Agreement, will be provided with the written description of the issue and will meet with the Parties' field representatives to attempt to resolve the issue.
- 15(c) If the issue remains unresolved, and a Joint Technical Advisory Committee or an Implementation Committee exists, the Parties will arrange a meeting with the Committee and the local Aboriginal Affairs Advisor for the area, to attempt to resolve the issue.
- 15(d) If the issue remains unresolved, the local Aboriginal Affairs Advisor will discuss the matter with the responsible DFO managers and the DFO staff directly involved, and will arrange to meet with senior representatives of the bands to attempt to resolve the issue.
- 15(e) If the issue remains unresolved, the Parties may refer the matter, with written details, to the RDG for review. Representatives of the Bands will have an opportunity to meet directly with the RDG to discuss the issue if they wish. On completion of the review, the RDG will notify the Bands in writing of the RDG's decision and the reason(s) for the decision.
- 15(f) At any point prior to referring the issue to the RDG, the Parties may agree to seek the services of a mediator or facilitator to assist in resolving the issue. Costs for the mediator or facilitator will be shared equally by the Parties.
- 15(g) After the fishing season, the Parties may review any issues dealt with through this issue resolution process and document any recommendations for resolving similar issues in a more effective way. The Joint Technical Advisory Committee or Implementation Committee, if one exists, may be used to assist in this final step.

**Notices and Representatives**

- 16(a) Except as otherwise provided in this Agreement, where any notice, request, information or other communication is required under this Agreement, it will be in writing and delivered personally, by courier, regular mail, e-mail or facsimile and will be addressed to the Party at the address or number set out below:

To DFO:

Department of Fisheries and Oceans  
Treaty and Aboriginal Policy Directorate, Room 1230  
#200 - 401 Burrard Street  
Vancouver, BC  
V6C 3S4

Attention: Manager  
Aboriginal Fisheries Strategy

Telephone: (604) 666 8385  
Facsimile: (604) 666 2336

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## To the Bands:

Sto:lo Nation  
7201 Vedder Rod  
Chilliwack, BC  
V2R 4G5

Attention: Willy Hall, Executive Director  
Telephone: (604) 858-3366  
Facsimile: (604) 824-5129  
Email: [willy.hall@stolonation.bc.ca](mailto:willy.hall@stolonation.bc.ca)

Sto:lo Tribal Council  
Area office  
P.O. Box 3013  
Cultus Lake, BC  
V2K 5H6

Attention: Ernie Crey, Senior Policy Advisor

Telephone (604) 847-3561  
Facsimile: (604) 847-3527  
e-mail: [erniecrey@stolotribalcouncil.ca](mailto:erniecrey@stolotribalcouncil.ca)

## Independent Bands:

Chehalis Indian Band  
4690 Salish Way  
Agassiz, BC, V0M 1A1

Telephone: (604) 796-2116  
Facsimile: (604) 796-3946

Katzie Indian Band  
10946 Katzie Rd.  
Pitt Meadows, BC, V3Y 2G6

Telephone: (604) 465-8961  
or (604) 465-4841  
Facsimile: (604) 465-5949

Kwantlen Indian Band  
23690 Gabriel Lane  
Fort Langley, BC, V0X 1J0

Telephone: (604) 888-2488  
Facsimile: (604) 888-2442

Peters Indian Band  
Comp 11 Box 11  
16650 Peters Rd.  
Hope, BC, V0X 1L0

Telephone: (604) 794-7059  
Facsimile: (604) 794-7885

Skwah Indian Band  
Box 178  
Chilliwack, BC, V2P 6H7

Telephone: (604) 792-9204  
Facsimile: (604) 792-1093

Sumas Indian Band  
3092 Sumas Mtn Road, RR#4  
Abbotsford, BC V3G 2J2

Telephone: (604) 852-4040  
Facsimile: (604) 852-3834

Union Bar Indian Band  
Box 788  
Hope, BC, V0X 1I0

Telephone: (604) 869-9466  
Facsimile: (604) 869-9466

Yale First Nation  
Box 1869  
Hope, BC, V0X 1L0

Telephone: (604) 863-2443  
Facsimile: (604) 863-2467

16(b) A notice, request, direction, information or other communication will be deemed to have received the following business day if sent by courier, e-mail, facsimile or delivered in person, or five days after the posting if sent by regular mail.

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23

16(c) A Party may change its representative, address or telephone or facsimile number by giving written notice of the change to the other Party.

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**Ratification**

- 17(a) Each of the Bands warrant that the representative who executes this Agreement on behalf of the Band has authority to bind the members of the Band.
- 17(b) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of, and to bind, DFO.
- 17(c) Execution of this Agreement by the representatives referred to in subsection 17(a) constitutes ratification of this Agreement by the Bands.
- 17(d) The Bands will inform their members of the contents of this Agreement and will provide members with a copy of this Agreement upon request.

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized on their behalf this 12 day of July, 2009.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Director General, Aboriginal Policy and Governance Branch

*[Signature]*  
Witness

*[Signature]*  
Director General  
Aboriginal Policy and Governance Branch  
Department of Fisheries and Oceans

The Bands by Chief or their duly authorized representatives

*[Signature]*  
Witness

Print Name Tin George Signature *[Signature]*  
Aitchelitz Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Chawathal Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Chesam Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Chehalis Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Katzie Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Kwantlen Indian Band

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*[Signature]*

**Ratification**

- 17(a) Each of the Bands warrant that the representative who executes this Agreement on behalf of the Band has authority to bind the members of the Band.
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Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Director General, Aboriginal Policy and Governance Branch

*Francine Brassier*  
Witness

*[Signature]*  
Director General  
Aboriginal Policy and Governance Branch  
Department of Fisheries and Oceans

The Bands by Chief or their duly authorized representatives

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Aitchelitz Indian Band

*[Signature]*  
Witness

Print Name Ronald G. Jones Signature [Signature]  
Chawathil Indian Band

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Cheam Indian Band

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Chehalis Indian Band

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Katzis Indian Band

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Kwawaten Indian Band

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**Ratification**

- 17(a) Each of the Bands warrant that the representative who executes this Agreement on behalf of the Band has authority to bind the members of the Band.
- 17(b) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of, and to bind, DFO.
- 17(c) Execution of this Agreement by the representatives referred to in subsection 17(a) constitutes ratification of this Agreement by the Bands.
- 17(d) The Bands will inform their members of the contents of this Agreement and will provide members with a copy of this Agreement upon request.

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized on their behalf this 12 day of July, 2009.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Director General, Aboriginal Policy and Governance Branch

Francine Branson  
Witness

[Signature]  
Director General  
Aboriginal Policy and Governance Branch  
Department of Fisheries and Oceans

The Bands by Chief or their duly authorized representatives

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Aitchelitz Indian Band

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Charvatill Indian Band

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Cheam Indian Band

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Chehalis Indian Band

Coleen Pierre Print Name MIKE LEON Signature [Signature]  
Witness Katzie Indian Band

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Kwawtlen Indian Band

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[Signature]  
Witness

Print Name Ken Malloy Signature [Signature]  
Kwaw Kwaw Apiti Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Leq'arnel Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Matsqui Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Peters Indian Band

[Signature]  
Witness

Print Name Murray Murphy Signature [Signature]  
Poplar Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Scowlitz Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Seabird Island Indian Band

[Signature]  
Witness

Print Name Leona Maxwell Signature [Signature]  
Stow'ow'amel Indian Band

[Signature]  
Witness

Print Name Maurice Chapman Signature [Signature]  
Skawahook Indian Band

[Signature]  
Witness

Print Name Davey Arch Signature [Signature]  
Skowkale Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Skwah Indian Band

[Signature]  
Witness

Print Name William Rabary Signature [Signature]  
Stow'ow'amel Indian Band

[Signature]  
Witness

Print Name Wayne Kelly Signature [Signature]  
Soowahle Indian Band

[Signature]  
Witness

Print Name Allen Jimmie Signature [Signature]  
Squiala Indian Band

[Signature]  
Witness

Print Name Dalton Silva Signature [Signature]  
Sumas Indian Band

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Witness	Print Name	Signature
	Kwaw Kwaw Apit Indian Band	
Witness	Print Name	Signature
	Leq'w'et'el Indian Band	
Witness	Print Name	Signature
	Alice McKee Matsqui Indian Band	<i>[Handwritten Signature]</i>
Witness	Print Name	Signature
	Peters Indian Band	
Witness	Print Name	Signature
	Popicum Indian Band	
Witness	Print Name	Signature
	Scowitce Indian Band	
Witness	Print Name	Signature
	Seabird Island Indian Band	
Witness	Print Name	Signature
	Shaw'ow'et'et'el Indian Band	
Witness	Print Name	Signature
	Skowabook Indian Band	
Witness	Print Name	Signature
	Skowake Indian Band	
Witness	Print Name	Signature
	Skwah Indian Band	
Witness	Print Name	Signature
	Shewhaly Indian Band	
Witness	Print Name	Signature
	Sonwahlic Indian Band	
Witness	Print Name	Signature
	Squah Indian Band	
Witness	Print Name	Signature
	Stutis Indian Band	

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*[Handwritten Signature]*

[Signature]  
Witness

Print Name Joe Hau Signature [Signature]  
Izeachten Indian Band

[Signature]  
Witness

Print Name Kevin Garner Signature [Signature]  
Union Bar Indian Band

[Signature]  
Witness

Print Name FRANK MALINA Signature [Signature]  
Yakweakwicoosel Indian Band

Witness

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Yale First Nation

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[Signature]

Witness \_\_\_\_\_

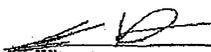
Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Tzeachten Indian Band

Witness \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Union Bar Indian Band

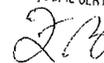
Witness \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Yakweakwioose Indian Band

Witness  \_\_\_\_\_

Print Name Chief Robert Hays Signature   
Yale First Nation

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## SCHEDULE A

## Description of Harvesting Area

The Harvesting Area is composed of the following Subareas:

Sub-area 3 - Port Mann Bridge to Kanaka Creek

Those waters of the Fraser River downstream of a line projected from a red boundary sign located at Kanaka Creek (north side of Fraser River), to a red boundary sign at the upstream end of Derby Reach (south side of Fraser River), to the Port Mann Bridge.

Sub-area 4 - Kanaka Creek to Mission Bridge

Those waters of the Fraser River downstream of the Canadian Pacific Railway Bridge at Mission and bounded on the west by a line projected from a red boundary sign located at Kanaka Creek (north side of Fraser River), to a red boundary sign at the upstream end of Derby Reach (south side of Fraser River).

Sub-area 5 - Mission Bridge to Sumas River Mouth

Those waters of the Fraser River bounded on the west by the downstream side of the Canadian Pacific Railway Bridge at Mission and on the east by a line from a white boundary sign on the upstream side of the Fraser River at the mouth of the Sumas River, thence true north to a white boundary sign on the opposite shore.

Sub-area 6 - Sumas River to Harrison

Those waters of the Fraser River bounded on the west by a line from a white boundary sign on the upstream side of the Fraser River at the mouth of the Sumas River, thence true north to a white boundary sign on the opposite shore and bounded on the east by a line from a white boundary sign on the upstream side of the Fraser River at the mouth of the Harrison River, thence true south to a white boundary sign on the southern shore of the Fraser River and those waters of the Harrison River downstream of the Highway Number 7 Bridge.

Sub-area 7 - Harrison to Agassiz Bridge

Those waters of the Fraser River bounded on the west by a line from a white boundary sign on the upstream side of the Fraser River at the mouth of the Harrison River, thence true south to a white boundary sign on the southern shore of the Fraser River and bounded on the east by the downstream side of the bridge across the Fraser River at Agassiz.

Sub-area 8 - Agassiz Bridge to Hope Bridge

Those waters of the Fraser River bounded on the west by the downstream side of the bridge across the Fraser River at Agassiz, and on the east by the downstream side of the bridge across the Fraser River at Hope.

Sub-area 9 - Hope Bridge to Emory Creek

Those waters of the Fraser River bounded on the south by the downstream side of the bridge across the Fraser River at Hope, and on the north at the upstream confluence of Emory Creek.

Sub-area 10 - Emory Creek to Yale Creek

Those waters of the Fraser River bounded on the south by the upstream confluence of Emory Creek and bounded on the north at the upstream confluence of Yale Creek.

Sub-area 11 - Yale Creek to Sawmill Creek

Those waters of the Fraser River bounded on the south by the upstream confluence of Yale Creek and bounded on the north at red boundary signs located at Sawmill Creek.

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## SCHEDULE B-1

## Fishery

## Species and Quantity

- 1(a) The Bands may fish for salmon in the quantities set out in Appendix 1 and Appendix 2 to this Schedule.
- 1(b) The Bands agree to limit their fishing and their members' fishing for salmon to fishing as set out in this Schedule and the rest of this Agreement.
- 1(c) Notwithstanding subsection 1(b), nothing in this Schedule or the Communal Commercial Licence or the FSC Licence will prevent a Band or its members from fishing under the authority of any other licence issued under the *Fisheries Act* and the regulations made pursuant to that *Act*.

## Fishing Plan

- 2(a) DFO agrees to manage Pacific coast fisheries and other related fisheries with the goal of providing the Bands with a reasonable opportunity to catch the quantities of salmon set out in Appendix 1 and Appendix 2 to this Schedule.
- 2(b) The Planning Committee will consider fisheries of other First Nations in the Fraser River Watershed when developing the Plan.
- 2(c) The stock composition of the Fraser River sockeye salmon run timing groups is listed in Appendix 3 to this Schedule.
- 2(d) For management of sockeye salmon, the Parties agree that the estimates of Canadian Commercial Catch of Fraser River sockeye salmon provided by the Pacific Salmon Commission will be used to manage the Fishery. Further, the Parties agree that DFO manages fisheries in a risk adverse manner and may incorporate management adjustments (MA's) in fisheries management decisions.
- 2(e) The Parties acknowledge that the 2009 run size estimates for Interior Fraser River coho salmon are extremely low, that ocean survival for these stocks continues to be poor, and therefore the Parties agree that the total exploitation rate target will be 3%. Further, the Parties agree that commercial fishing under this Agreement will have the same priority as all other commercial fisheries with respect to the conservation objectives for the Interior Fraser River coho salmon stock.
- 2(f) In accordance with subsection 2(e), the Parties agree that there will be no directed harvests of coho salmon. Further, the Parties acknowledge that Interior Fraser River coho are present in the lower Fraser River from late August to mid-October and agree that, other than selective fishing opportunities, closures during the following periods will be implemented in portions of the Fraser River to protect Interior Fraser River coho:
- |                                      |                            |
|--------------------------------------|----------------------------|
| Fraser River - Below Mission         | September 8 to October 9   |
| Fraser River - Mission to Hope       | September 10 to October 12 |
| Fraser River - Hope to Sawmill Creek | September 12 to October 15 |
- 2(g) In recognition of recent high pre-spawn mortality of Late Run sockeye, and the significant conservation concerns for the Cultus Lake sockeye stock, the following will guide fishery management decisions:
- (i) the total exploitation rate on the Cultus Lake sockeye stock in fisheries below the Vedder River will be limited to an exploitation rate of 20% based on a Late Run sockeye exploitation rate proxy;

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- (ii) the total exploitation rate on Late Run sockeye will be limited based on the escapement plan in the Integrated Fisheries Management Plan. The pre-season estimated exploitation rate for Late Run sockeye is 0% based on the pre-season run size and timing forecasts and the Fraser River Sockeye Spawning Initiative Total Allowable Mortality rule; however, to allow for targeted fisheries on co-migrating Summer-run sockeye, an abundance based approach with a floor 20% exploitation rate will be implemented for 2009; and
  - (iii) Commercial fishing under this Agreement will have the same priority as all other commercial fisheries with respect to the conservation objectives for the Cultus Lake sockeye stock.
- 2(h) The Parties agree that when in-season information indicates that the 20% exploitation rate target for the Cultus Lake sockeye stock is reached, based on a Late Run exploitation rate proxy, only selective fishing opportunities will be authorized in the Fraser River below the confluence of the Vedder River after that date.
- 2(i) The Parties agree that conservation of steelhead and sturgeon will be considered during all fisheries.
- 2(j) Each week when fisheries are planned, or as otherwise required, the Planning Committee will review the Plan and provide the RDG with a recommendation on the waters in which and the dates and times on which the Bands may fish under the Communal Commercial Licence or the FSC Licence during the following week with estimates of the number of fish which will be caught. In developing its recommendations the Planning Committee will give due consideration to:
- (i) the average migration time of stocks from the area of the commercial fishery to the Harvesting Area as set out in Appendix 3 to this Schedule;
  - (ii) the management provisions of other agreements entered into with other Aboriginal groups to ensure integrated management of the stocks used by all groups;
  - (iii) balancing exploitation rates across stocks and different timing groups of individual stocks to ensure adequate escapement for all stocks;
  - (iv) providing appropriate opportunities for fishing by Participants over the fishing season within the species and quantities set out in Appendix 1 and Appendix 2 to this Schedule;
  - (v) the maintenance of order in conducting the Fishery, including consideration of the capacity of Monitoring/Landing Sites;
  - (vi) the monitoring and enforcement requirements needed to conduct an orderly fishery; and,
  - (vii) area specific conservation and management concerns related to openings and closures in portions of the Harvesting Area.
- 2(k) Consensus recommendations of the Planning Committee will be implemented by DFO and the Bands in a co-operative manner, subject to the final decision making authority of the Minister. Where no consensus has been reached, the majority and minority positions of the Planning Committee and the recommendations of the independent chairperson of the Planning Committee will be provided to the RDG. The decision of the RDG will be final and similarly implemented by DFO and the Bands in a co-operative manner.
- 2(l) Notwithstanding subsection 2(k), after consultation with the Planning Committee, the RDG may vary the waters in which, or the dates and times on which, fishing under the Communal Commercial Licence or the FSC Licence may occur from those in consensus recommendations of the Planning Committee. Where it is necessary, for conservation of a stock, the RDG may make such variations before consulting with the Planning Committee, but the RDG must consult with the Planning Committee at the first available opportunity.

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- 2(m) The RDG may, for conservation reasons, reduce the amount of fish authorized to be taken further to this Schedule if the RDG has consulted, where possible, with the Bands, either directly or through the Planning Committee, on the reduction.
- 2(n) DFO may, after consulting with the Planning Committee, vary the gear permitted to be used under the Communal Commercial Licence or the FSC Licence in order to minimize the harvest of non-target species. The Planning Committee may make recommendations with regard to fisheries using selective gear to harvest part of the quantity of fish described in Appendix 1 to this Schedule. For greater certainty, individual Bands may make a request directly to the RDG who will consult with the Planning Committee prior to making a decision with regard to the gear and allocation being authorized. Further, fish harvested using selective gear will be deducted from the harvest quantity described in Appendix 1 or 2 to this Schedule.
- 2(o) The RDG may, for conservation reasons, reduce the amount of fish authorized to be taken further to this Schedule if the RDG has consulted with the First Nation, either directly or through the Planning Committee, on the reduction. The Parties acknowledge that 2009 returns of Fraser River salmon are, as of the date of the signing of this Agreement, uncertain and that the RDG may, if the quantity of a species of Fraser River salmon that is available for harvest is not sufficient to meet all anticipated allocations of that species for FSC purposes, reduce the amount of that species authorized to be taken further to this Schedule if the RDG has consulted with the First Nation, either directly or through the Planning Committee, on the reduction.
- 2(p) The Parties agree that "highgrading" of salmon caught in the Fishery is not permitted – *i.e.* all male salmon that are caught by the Participants in the Fishery and not retained will be counted toward the appropriate allocations set out in this Schedule

#### Disposition of Fish

- 3(a) Salmon harvested under this Agreement are for FSC purposes and may not be sold, traded or bartered.
- (i) Notwithstanding subsection 3(a), sale of a stock of sockeye salmon harvested under the Communal Commercial Licence will be permitted in the event that a directed Canadian commercial fishery is conducted for that particular stock (*i.e.* Early Summer, Summer, or Late stock) and this stock has migrated from the marine fishing area to the Fraser River with available Canadian Commercial Total Allowable Catch. The Parties agree that any assessment fishing approved by the Fraser River Panel, whether in Area E or in approach areas, is not a "directed Canadian commercial fishery" and does not result in sale of sockeye salmon being permitted under this Agreement. The Parties agree that a "directed Canadian commercial fishery" for a particular stock is a Canadian commercial fishery which is primarily directed at that stock. The Parties also agree that any assessment fishing approved by the Fraser River Panel, whether in Area E or in approach areas, is not a "directed Canadian commercial fishery" and does not result in sale of sockeye salmon being permitted under this Agreement.
- (ii) Notwithstanding subsection 3(a), sale of pink salmon harvested under the Communal Commercial Licence will be permitted in the event that a Canadian Commercial TAC for Fraser River pink salmon is identified.
- (iii) Notwithstanding subsection 3(a), sale of chum salmon harvested under the Communal Commercial Licence will be permitted in the event that a Fraser River Terminal Commercial Total Allowable Catch for chum salmon is identified for fisheries within the Fraser River.
- (iv) Any coho or steelhead caught under the Communal Commercial Licence, or any sockeye caught incidentally when fishing for chum or pink under the Communal Commercial Licence, may not be sold, traded or bartered. Further, Participants

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will make all efforts to return these coho and steelhead to the water alive and unharmed. In the event that these coho or steelhead are mortally wounded they may be retained for FSC purposes only.

- 3(b) For greater certainty, subsection 3(a) shall not be interpreted as precluding the traditional exchange or distribution of fish or fish products within and between Aboriginal people and Aboriginal communities.
- 3(c) Any sale of salmon under the Communal Commercial Licence will be subject to all applicable federal and provincial laws relating to sale including but not limited to laws respecting health and safety, inspection, processing, packaging, storage, export, quality control and labelling.
- 3(d) In the event that the sale of salmon harvested under the Communal Commercial Licence is permitted, the Bands will inform their respective members that the quantities referred to in Appendix 1 to this Schedule include the quantities of salmon for FSC purposes and that any incidentally caught coho salmon or steelhead may not be sold.
- 3(e) Existing Canadian buyers shall be given a preference to buy any salmon sold under the Communal Commercial Licence by a Band and the Bands will take reasonable steps to encourage Participants to give preference to existing Canadian buyers to buy any salmon caught by them under the Communal Commercial Licence.
- 3(f) On the 30<sup>th</sup> day of each month during the term of this Schedule, the Bands shall provide DFO with a list of all buyers who, during that month, purchased salmon under this Agreement.

#### Licensing

- 4(a) For management purposes, DFO will issue to the Bands a Communal Commercial Licence to catch the fish set out in Appendix 1 to this Schedule and a FSC Licence to catch the fish set out in Appendix 2 to this Schedule. The Communal Commercial Licence and the FSC Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4(b) The conditions of the Communal Commercial Licence will reflect the provisions set out in Appendix 1 to this Schedule and the other provisions of the Agreement. The conditions of the FSC Licence will reflect the provisions set out in Appendix 2 to this Schedule and the other provisions of the Agreement.

#### Proof of Designation to Fish

- 5(a) The fishing referred to in this Schedule will be carried out by persons who are designated in accordance with this Schedule to fish.
- 5(b) A person fishing as set out in this Schedule will carry a designation card at all times while engaged in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the designation card to a DFO Fishery Officer, a Monitor or an Observer upon request.
- 5(c) No individual shall fish as set out in this Schedule from any vessel referred to in subsection 6(h) unless the individual is designated to fish and the vessel shall not be used for any other fishing activities while it is being used for fishing activities as set out in this Schedule.
- 5(d) If the vessel referred to in subsection 6(h) is a commercial fishing vessel, a hold inspection of any commercial fishing vessel may be conducted by DFO after the vessel participates in fishing as set out in this Schedule and before the vessel departs for a general commercial opening and no fish harvested as set out in this Schedule may be on board a vessel engaged in the general commercial fishery.

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**Designation to Fish**

- 6(a) The First Nation will designate all persons who may fish in the Fishery by issuing each designated person a designation document. The designation cards provided to each Participant will be in a form that specifies that the card is personal and non-transferable, identifies the Participant and the card number and includes a photograph of the Participant and the Participant's date of birth. The designation under this card is restricted to the conditions of the licence under which the Participant is fishing.
- 6(b) Between normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday and not less than six hours before fishing in the Fishery to which the information pertains commences, the Bands will provide to DFO, through the Planning Committee, a list of:
- (i) the names of the Participants, together with their designation card numbers;
  - (ii) where required under a licence, the designated Monitoring Site to be used by each Participant, such that the Participant will transport fish immediately and directly and will not pass his or her designated Monitoring Site while travelling on the most direct route between the area fished by the Participant and the designated Monitoring Site; and
  - (iii) the name and designation number of a Participant or an individual identified to transport salmon as described in section 7 of Appendix I to this Schedule, authorized to deliver salmon to a Monitoring Site on behalf of the Participant.
- 6(c) The Bands may add to the list referred to in subsection 6(b).
- 6(d) The Bands will provide the amended list referred to in subsection 6(c) to DFO between normal office hours of 0800 to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before the newly designated Participants set out therein commence fishing activities referred to in this Schedule, before a Participant commences landing at another designated Monitoring Site or before a Participant delivers salmon to a Monitoring Site on behalf of another Participant.
- 6(e) The designation cards provided to each Participant will be in a form that specifies that the card is personal and non-transferable, identifies the Participant and the card number and includes a likeness of the Participant and the Participant's date of birth. The designation under this card is restricted to the conditions of the licence under which the Participant is fishing.
- 6(f) The Bands will inform each Participant of the conditions of this Agreement, the conditions of the licence under which the Participant is fishing, any amendments to this Agreement and any amendments to the conditions of the licence.
- 6(g) The Bands may designate a Participant to fish two additional Participant's Set Nets where the latter is unable to fish for legitimate reasons. Without restricting the generality of the foregoing, legitimate reasons include physical incapacity or equipment failure. Where Bands designate a Participant to fish other Participant's Set Nets, the Bands will issue to the Participant so designated to fish the Set Net a document setting out the identification and designation card number of the other Participant and the period of time that the designation is in effect. The Bands will provide DFO with a copy of this document between normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before fishing with the additional Set Net commences.
- 6(h) A Band will notify DFO of any commercial fishing vessel to be used by a Participant for drift netting between normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and at least 24 hours prior to the commencement of fishing with the vessel and will provide to DFO the name or Commercial Fishing Vessel number of the vessel.
- 6(i) It is acknowledged that for administrative purposes, the Bands may arrange for the FVAFS

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to carry out activities referred to in this section; however, it is understood and agreed that it remains the responsibility of the Bands to carry out their separate and collective obligations in accordance with the Agreement.

#### Withdrawal of Designation and Amendments

- 7(a) A Band or Organization, as the case may be, may withdraw or amend the designation of a person who was designated to fish in the Fishery and will notify DFO in writing that the person is no longer designated, or how the person's designation has been amended. Once the notification in writing is provided to DFO, the persons named are not designated to fish in the Fishery or the person's designation is amended as indicated in the notification. If the Band or Organization, as the case may be, chooses to designate additional persons to fish in the Fishery, it will issue such persons a designation document. The designation cards provided to each Participant will be in a form that specifies that the card is personal and non-transferable, identifies the Participant and the card number and includes a photograph of the Participant and the Participant's date of birth. The designation under this card is restricted to the conditions of the licence under which the Participant is fishing.

The Band or Organization will provide the amended list to DFO between normal office hours of 0800 to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before the newly designated Participants set out therein commence fishing activities referred to in this Schedule, before a Participant commences landing at another designated Landing Site or before a Participant delivers salmon to a Landing Site on behalf of another Participant.

- 7(b) A Band or Organization, as the case may be, may amend the information referred to in subsection 5(d) and will provide any amendments to DFO before any newly designated vessels fish in the Fishery.

#### Monitoring and Reporting

8. The Parties agree to comply with the monitoring and reporting provisions set out in Appendix 1 and Appendix 2 to this Schedule and to account for fish as set out in those provisions.

#### Costs

- 9(a) The Yale First Nation is responsible for all monitoring costs associated with fishing by the Participants it designates to harvest salmon under the Communal Commercial Licence or the FSC Licence and associated monitoring activities as detailed in this Schedule.
- 9(b) The FVAFS is responsible for all monitoring costs associated with fishing by the Participants it, or any of the Bands other than the Yale First Nation, designates to harvest salmon under the Communal Commercial Licence or the FSC Licence and associated monitoring activities as detailed in this Schedule. Funding for such monitoring costs will be provided to FVAFS and Yale First Nation under a separate Project Funded Agreement (PFA) with specified detailed project descriptions and expected outcomes.

#### Other Species

10. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

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**Coming into Force**

11. This Schedule will come into force on execution of this Agreement by DFO, the Bands, and subject to section 14 of this Agreement, will terminate on March 31, 2010.

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## Appendix 1 to Schedule B-1

**Conditions of Aboriginal Communal Fishing Licence(s) for Salmon for the Lower Fraser River for Commercial Purposes**

Without limiting the generality of any other provision in this Schedule, no fishing referred to in this Schedule shall be carried out under the Communal Commercial Licence(s) other than in accordance with the following conditions:

**Species and Quantity that may be harvested under the Communal Commercial Licence(s)**

- 1(a) (i) 3.0 % of the Canadian Commercial Total Allowable Catch for Fraser River sockeye salmon to be caught under the Communal Commercial Licence. Harvest amounts will vary based upon the adopted in-season run size, and are subject to meeting FSC targets and all conservation requirements including those described in section 2 of this Schedule. As an example, 3.0% of the pre-season Canadian Commercial Total Allowable Catch for Fraser River sockeye salmon estimate of 3,000,000 sockeye salmon is 90,000 sockeye salmon.
- (ii) 3.52% of the Canadian Commercial Total Allowable Catch for Fraser River pink salmon to be caught under the Communal Commercial Licence using selective gear. Harvest amounts will vary based upon the adopted in-season run size, and are subject to meeting FSC targets and all conservation requirements including those described in section 2 of this Schedule. As an example 3.52% of the current Canadian Commercial Total Allowable Catch for Fraser River pink salmon estimate of 8.0 million pink salmon is 281,500 pink salmon. Any incidental harvest of chinook salmon caught under the Communal Commercial Licence issued for pink salmon may be sold.
- (iii) 15% of the Fraser River Terminal Commercial TAC for Fraser River chum salmon to be caught under the Communal Commercial Licence using selective gear. Harvest amounts will vary based upon the in-season estimate of the Fraser River Terminal run size, and are subject to meeting FSC targets and all conservation requirements including those described in section 2 of Schedule B-1. As an example, 15% of a Fraser River Terminal Commercial TAC for Fraser River chum salmon of 450,000 is 72,638 chum salmon. The first in-season run size estimate for Fraser River chum will be available on October 15.
- The Chehalis and Scowlitz First Nations agree that its members will not harvest any of an allocation of chum salmon under this subsection. The Chehalis and Scowlitz First Nations will be seeking an opportunity for a commercial "demonstration fishery" for chum salmon in 2009.
- (iv) incidental harvest of chinook salmon caught under the Communal Commercial Licence.
- (v) retention, for FSC purposes only, incidental harvest of Hatchery Marked Coho salmon caught under the Communal Commercial Licence.
- (iv) retention, for FSC purposes only, of incidentally caught coho salmon that are caught under the Communal Commercial Licence, that are mortally injured or dead is permitted. All live coho shall be released.

**Use of Salmon Caught under Authority of the Communal Commercial Licence(s)**

2. In accordance with section 3 of this Schedule.

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**Dates and Times**

3. In accordance with section 2 of this Schedule.

**Areas**

4. Fishing is permitted by the Bands in Subareas 3 through 11 as described in Schedule A.

**Fishing for Other Participants**

5. Participants may fish one Set Net. Participants may fish two additional Set Nets (to a maximum of three Set Nets) for two other Participants. Prior to each weekly Fishery opening, Participants who intend to fish additional Set Nets shall so advise his or her designating Band or Organization. Prior to the Fishery, the Bands and Organizations will provide DFO with a list of Participants who intend to fish additional Set Nets. The Bands and Organizations will provide DFO with any amendments to the list during normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before that week's Fishery opening.

Any Participant fishing an additional Set Net shall carry a document issued by a Band or Organization setting out the identification and designation card number of the other Participant and the period of time that the designation is in effect and shall provide this document to any DFO fishery officer, Monitor or Observer upon request.

**Landing**

6. (a) Designation of Monitoring Sites

At the time of the designation of a Participant, the Participant shall inform his or her designating Band as to the Monitoring Site (the "Participant's Monitoring Site") at which the Participant will land all of his or her salmon.

The Participant may change his or her Monitoring Site, provided that the Participant informs his or her designating Band of any changes forty-eight hours prior to the start of each Fishery. The Band shall inform DFO of the Monitoring Site for each Participant between normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before the start of each Fishery opening. The change shall be effective from the first Fishery opening after the designating Band informs DFO of the change.

- (b) Landing of Salmon

All salmon caught and retained under the Communal Commercial Licence must be landed at the Participant's Monitoring Site for inspection and estimation of harvest within 3 hours after the closing time of the Fishery.

- (c) Landing Slips

A Participant must obtain a Landing Slip from an Observer, DFO fishery officer, or Aboriginal Fisheries Officer at a Landing Site each and every time that salmon caught under the authority of a Communal Commercial Licence are landed by the Participant. A Participant must allow any Observer, DFO fishery officer, or Aboriginal Fisheries Officer to inspect and count his or her catch by, if necessary, unloading the catch at the Landing Site if the Participant is directed to do so by an Observer, DFO fishery officer, or Aboriginal Fisheries Officer. The Landing Slip will specify:

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- (i) the Monitoring Site;
  - (ii) the date and time of landing;
  - (iii) the Participant's name, designation number and signature;
  - (iv) a piece count of the number of salmon landed, for each species, at sales locations and catch monitoring sites;
  - (v) the name and signature of the inspecting DFO fishery officer, Monitor or Observer;
  - (vi) in the case of drift net fishing, the vessel name, Commercial Fishing Vessel number or Ministry of Transport identification number;
  - (vii) the name and designation number of any other Participant for whom the Participant is transporting fish; and
  - (viii) in the case of fish sold at the Monitoring Site, the number and weight of fish sold as well as the word "sold".
- (d) Proof of Landing

Except where fishing or transporting salmon to a Landing Site, a Participant having possession of salmon caught under the Communal Commercial Licence, must carry a Landing Slip for the salmon. The Participant shall show Landing Slips to any DFO fishery officer, Aboriginal Fisheries Officer, or Observer upon request.

#### Transportation of Salmon

7. A Participant will transport all fish caught under the Communal Commercial Licence from the fishing site where, or the boat from which, the fish were caught immediately and directly to a Landing Site for inspection and counting by species within two hours after the closing time for the Beach Seine fishery as set out by the Communal Commercial Licence.

A Participant may identify to his or her designating First Nation a second Participant who may transport the salmon to the Landing Site. No Participant will be authorized to transport salmon on behalf of more than three Participants in addition to him/herself. A Participant must inform his or her designating First Nation of such arrangements at least forty-eight hours prior to the start of a Fishery opening. The First Nation will provide DFO and the Planning Committee with a list of Participants authorized to transport salmon on behalf of other Participants during normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before the start of each Fishery opening.

#### Gear and Gear Identification

8. (a) Gear

Subject to the conditions of the Communal Commercial Licence, Participants may fish with Drift Nets up to a maximum of 50 fathoms or 300 feet in length in Subareas 3 through 11 (drift nets may only be utilized to harvest salmon in Sub-areas 3 through 11) as described in Schedule A. The maximum depth of a Drift Net is 60 meshes.

Subject to the conditions of the Communal Commercial Licence, Participants may fish with Set Nets up to a maximum of 16.6 fathoms or 100 ft in length in Sub-areas 3 through 11 as described in Schedule A. The maximum depth of a Set Net is 60 meshes. All nets greater than 10 fathoms or 60 feet in length shall have webbing with a total length that does not exceed three times the length of the cork line to which it is attached.

Participants may fish with selective gear as agreed to by DFO in Sub-areas 3 through 11 as described in Schedule A.

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## (b) Method of Fishing

A Participant may fish only one type of gear under the Communal Commercial Licence during each Fishery opening. Participants may fish only one Drift Net each in Sub-areas 3 through 11 as described in Schedule A. There may be only one Drift Net fished from any vessel. Each Drift Net shall be attended at all times by the Participant who is fishing the net. No vessel fishing under the authority of the Communal Commercial Licence may have on board, in a hung condition (on the drum), any Drift Net in excess of 50 fathoms in length. Spare nets on board a vessel actively fishing must be kept in a stowed condition.

## (c) Vessels

Any vessel used for Drift Net fishing under the authority of the Communal Commercial Licence or transporting salmon caught under the authority of the Communal Commercial Licence must be identified to DFO and the Planning Committee, by vessel name, Commercial Fishing Vessel number or Ministry of Transport identification number, by the Bands during normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, at least 24 hours prior to the vessel being used. Where a vessel is used for Drift Net fishing under the authority of the Communal Commercial Licence or transporting salmon caught under the authority of the Communal Commercial Licence, all persons on board the vessel must be Participants. No fish harvested under the authority of the Communal Commercial Licence may be on board a vessel engaged in the general commercial fishery.

## (d) Identification of Set Nets

All Set Nets fished under the authority of the Communal Commercial Licence shall be identified by floating buoys at least 12" in diameter attached to the net prominently displaying the Participant's designation number using letters and numbers at least 2" in height. The floating buoys shall also be marked with an "X" in spray paint. In a manner that they can be seen during overflights the Participant's designation number shall be the only number displayed on the buoys. All Set Nets fished from poles shall have buoys attached to the end of the net farthest from the beach by means of a tag line of sufficient length to allow the buoys to be on the surface of the water and clearly visible for inspection at all times.

## (e) Identification of Drift Nets

All Drift Nets fished under the authority of the Communal Commercial Licence shall be identified by floating buoys attached to each end of every gill net that is not attached to a vessel. The floating buoys shall also be marked with an "X" in spray paint in a manner that they can be seen during overflights.

**Monitoring and Reporting**

- 9(a) A hail and estimation verification program will be implemented and carried out by an independent third party. This will entail a verification crew randomly visiting Monitoring Sites, and verifying actual catch numbers on a random basis from a percentage of Participants. After the Monitor has hailed or estimated the Participant's harvest, the catch verifier will perform an actual count of the harvest, by species.
- 9(b) In the event that buyers are present at a Monitoring Site, a Monitor will also be present to estimate or hail the harvest and then issue a Landing Slip to the Participant.
- 9(c) The Bands will, wherever possible and where sales occur at Monitoring Sites, require fish buyers who buy salmon at Monitoring Sites to record on a DFO sales slip (provided by DFO), at a cost to and on request of the buyer, the following:

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- (i) the Monitoring Site;
- (ii) the date and time of sale;
- (iii) the Participant's name and designation card number;
- (iv) the buyer's name, address, company name and buyer's number;
- (v) the number of salmon sold and price per pound for each species of salmon;
- (vi) the Landing Slip number; and
- (vii) in the case of fish caught by Drift Nets, the vessel name, Commercial Fishing Vessel number or Ministry of Transport identification number.

The Bands will provide that a copy of the sales slip will be given to each of the selling Participant, DFO, and to the Band.

- 9(d) For the Yale Monitoring Site operated by the Yale First Nation, the Yale First Nation will provide DFO, prior to the operation of the Monitoring Site, with a plan detailing the supervision of the Monitoring Site to ensure that the requirements of this Agreement are met. For each Monitoring Site operated by the FVAFS will provide DFO, prior to the operation of the Monitoring Site, with a plan detailing the supervision of the Monitoring Site to ensure that the requirements of this Agreement are met.
- 9(e) The Yale First Nation will staff and maintain a Monitoring Site at the Yale First Nation Reserve at Emory Creek, which must be clearly identified as a Monitoring Site, on dates determined by the Planning Committee.
- 9(f) The FVAFS will staff and maintain Sales Sites and Monitoring Sites, on dates determined by the Planning Committee, at the following specific locations which must be clearly identified as Monitoring Sites (Sales sites will be finalized by the Planning Committee and FVAFS):
  - (i) Port Mann Bridge to Mission:
    - A) Sales Sites:
      - Katzie Dock (Packer Boat)
      - Barnston Island (Packer Boat)
      - Fort Langley Government Dock (Packer Boat)
    - B) Catch Monitoring Sites- for issuance of landing slips:
      - Katzie Dock
      - Kwantlen Dock
      - Barnston Island
  - (ii) Mission to Harrison:
    - A) Sales Sites:
      - Sumas Reserve
      - Chehalis - James Leon Station
      - Mission Boat Launch (Packer Boat)
    - B) Catch Monitoring Sites- for issuance of landing slips:
      - Skwah/Skway - at the river
      - Island 22
      - Leq'a:mel - MacDonald's Landing
      - Bowman's Mill
      - Scowlitz
      - Mission Boat Launch
  - (iii) Harrison to Hope:
    - A) Sales Site:
      - Hunter Creek
      - Peters Reserve
      - Chawathil 3 (Doreen Bonneau's)

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B) Catch Monitoring Sites- for issuance of landing slips:  
Shxw'ow'hamel Reserve/Hunter Creek  
Chawathil 1- Church Reserve

(iv) Hope to Sawmill Creek:

A) Sales Site  
Yale Landing Station

B) Catch Monitoring Sites- for issuance of landing slips:  
Yale Beach  
Union Bar: Coquihalla.

- 9(g) Overflights to determine the level of fishing effort will also be scheduled prior to a Fishery. Overflights may be performed as frequently as every 24 hours during a Fishery for sockeye.
- 9(h) Participants fishing between Hope and Sawmill Creek will be able to have their harvest estimated or hailed at any of the Monitoring Sites located between Hope and Sawmill Creek. However, the Participants will still be required to identify which site they will be using.
- 9(i) The Bands shall not impose any charge on any person to land fish or transact the sale of fish at any Monitoring Site. For greater certainty, this subsection shall not prevent anyone from offering a service for a fee at any Monitoring Site. Examples of such services could include the provision of ice, fish handling equipment, and food.
- 9(j) The Yale First Nation shall provide sufficient funding and make such financial and other arrangements among themselves as are necessary to ensure continued access to Monitoring Sites by Participants and staff, and the efficient operation of the Monitoring Sites including:
- (i) providing an adequate number of Monitors, fish totes and counting/recording equipment to monitor the fishing activities referred to in this Agreement by making an estimate of their respective Participants and recording catch by species in a method agreed to by the Planning Committee within a reasonable time of the arrival of a Participant at a Monitoring Site;
  - (ii) providing for the efficient management of Monitoring Sites;
  - (iii) providing for the maintenance and improvement of Monitoring Sites to meet sanitary and health standards; and
  - (iv) providing for the timely compilation and communication of data from the Monitoring Site.
- 9(k) In accordance with this Agreement, the Yale First Nation will have at the Monitoring Sites they respectively staff and maintain Monitors present and on duty during fisheries openings and until all salmon are landed. The Parties may verify the monitoring processes, including on-site inspections, through DFO fishery officers.

#### Monitors and Observers

- 10(a) A Monitor will be present with each Beach Seine crew during all fishing activity. The monitor shall record, on the form provided by DFO: Crew Leader, Crew Leader Designation Number, Fishing Location, Date, Landing Slip Number, Set Time (start, finish), Species Harvested, Species Released.
- 10(b) The Yale First Nation and DFO will share all information required by the Parties related to catch monitoring and enforcement patrols related to this Agreement.

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- 10(c) The Yale First Nation will for the Monitoring Sites they respectively staff and maintain, and for the Participants they have designated, provide DFO with the counts referred to in subsection 6(c) of this Appendix and will ensure that copies of all of the Landing Slips referred to in subsection 6(c) of this Appendix and of all of the sales slips referred to in subsection 10(a) in their possession are provided to DFO at sites determined by the Planning Committee within thirty (30) hours of the salmon being landed at a Sales Site or Monitoring Site. In addition, each of the Yale First Nation will forward the information provided to DFO to the other Party.
- 10(d) Monitors and DFO will work cooperatively to obtain catch statistics for the purpose of gathering detailed information on the number of salmon caught in the Fishery.
- 10(e) Monitors will collect biological samples required from fish caught pursuant to this Agreement required for scientific and stock assessment purposes by DFO, i.e. CWT, scale samples and DNA.
- 10(f) The Planning Committee will determine catches of salmon under the Communal Commercial Licence from summaries of Landing Slip data to be provided by DFO and other available data, and will use statistical methods to estimate the catch which was not landed.
- 10(g) In circumstances where the Planning Committee is unable to reach agreement by consensus with respect to determining and estimating catches of salmon as referred to in subsection 10(f), each of the Parties will provide a summary report to the independent chairperson of the Planning Committee who will then complete a summary report, which, together with the Parties' reports, will be provided to the RDG.
- 10(h) For greater certainty, the RDG need not receive a determination of the catch under the Communal Commercial Licence pursuant to subsection 10(g) before varying the waters in which, or the dates and times on which, fishing under the Communal Commercial Licence may occur.

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## Appendix 2 to Schedule B-1

### Conditions of Aboriginal Communal Fishing Licence(s) for Salmon for the Lower Fraser River for FSC Purposes

Without limiting the generality of any other provision in this Schedule, no fishing referred to in this Schedule shall be carried out under the FSC Licence(s) other than in accordance with the following conditions:

#### Species and Quantity that may be harvested under the FSC Licence

- 1(a) (i) 300,000 sockeye salmon caught under the FSC Licence;
- (ii) 45,000 pink salmon caught under the FSC Licence;
- (iii) 16,000 chum salmon caught under the FSC Licence;
- (iv) incidental harvest of chinook salmon caught under the FSC Licence;
- (v) incidental harvest of Hatchery Marked Coho salmon and steelhead caught under the FSC licence;
- (v) incidental harvest of steelhead and wild coho salmon caught under the FSC Licence, that are mortally injured or dead, is permitted. All live steelhead and coho shall be released to the water alive and unharmed.
- 1(b) For greater certainty, the species of salmon referred to in subsection 1(a) include any salmon of the respective species harvested by the Bands under any communal fishing licences, including any Ceremonial Licences, issued by DFO for part of the 2009 fishing season before entering into this Agreement.

#### Disposition of Salmon Harvested under the FSC Licence(s)

2. In accordance with section 3 of this Schedule.

#### Dates and Times

3. In accordance with section 2 of this Schedule.

#### Areas

4. Fishing is permitted by the Bands in Subareas 3 through 8 as described in Schedule A.

#### Fishing for Other Participants

5. Participants may fish one Set Net. Participants may fish two additional Set Nets (to a maximum of three Set Nets) for two other Participants. Prior to each weekly Fishery opening, Participants who intend to fish additional Set Nets shall so advise his or her designating Band and FVAFS. Prior to the Fishery, the Bands and FVAFS will provide DFO with a list of Participants who intend to fish additional Set Nets. The Bands and FVAFS will provide DFO with any amendments to the list during normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, and not less than six hours before that week's Fishery opening.

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Any Participant fishing an additional Set Net shall carry a document issued by a Band or FVAFS setting out the identification and designation card number of the other Participant and the period of time that the designation is in effect and shall provide this document to any DFO fishery officer, Monitor or Observer upon request.

#### Gear and Gear Identification

##### 6. (a) Gear

Subject to the conditions of the FSC Licence, Participants may fish with Drift Nets up to a maximum of 50 fathoms or 300 feet in length in Subareas 3 through 8 as described in Schedule A. From October 7, 2009 to November 30, 2009, Participants will fish with Drift Nets which have a mesh size of 6 ¼ inches or greater. The maximum depth of a Drift Net is 60 meshes.

Subject to the conditions of the FSC Licence, Participants may fish with Set Nets up to a maximum of 16.6 fathoms or 100 ft in length in Subareas 3 through 11 as described in Schedule A. From October 7, 2009 to November 30, 2009, Participants will fish with Set Nets which have a mesh size of 6 ¼ inches or greater. The maximum depth of a Set Net is 60 meshes. All nets greater than 10 fathoms or 60 feet in length shall have webbing with a total length that does not exceed three times the length of the cork line to which it is attached.

Participants may fish with selective gear as agreed to by DFO or Dip Nets in Subareas 3 through 8 as described in Schedule A.

##### (b) Method of Fishing

A Participant may fish only one type of gear under the FSC Licence during each Fishery opening. Participants may fish only one Drift Net each in Subareas 3 through 8 as described in Schedule A. There may be only one Drift Net fished from any vessel. Each Drift Net shall be attended at all times by the Participant who is fishing the net. No vessel fishing under the authority of the FSC Licence may have on board, in a hung condition (on the drum), any Drift Net in excess of 50 fathoms in length. Spare nets on board a vessel actively fishing must be kept in a stowed condition.

##### (c) Vessels

Any vessel used for Drift Net fishing under the authority of the FSC Licence or transporting salmon caught under the authority of the FSC Licence must be identified to DFO and the Planning Committee, by vessel name, Commercial Fishing Vessel number or Ministry of Transport identification number, by the Bands during normal office hours of 0800 hours to 1600 hours, Monday to Thursday and prior to 1300 hours on Friday, at least 24 hours prior to the vessel being used. Where a vessel is used for Drift Net fishing under the authority of the FSC Licence or transporting salmon caught under the authority of the FSC Licence, all persons on board the vessel must be Participants. No fish harvested under the authority of the FSC Licence may be on board a vessel engaged in commercial fishing.

##### (d) Identification of Set Nets

All Set Nets fished under the authority of the FSC Licence shall be identified by floating buoys at least 12" in diameter attached to the net prominently displaying the Participant's designation number using letters and numbers at least 2" in height. The floating buoys shall also be marked with an "X" in spray paint in a manner that they can be seen during overflights. The Participant's designation number shall be the only number displayed on the buoys. All Set Nets fished from poles shall have buoys attached to the end of the net farthest from the beach

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by means of a tag line of sufficient length to allow the buoys to be on the surface of the water and clearly visible for inspection at all times.

(e) Identification of Drift Nets

All Drift Nets fished under the authority of the FSC Licence shall be identified by floating buoys attached to each end of every gillnet that is not attached to a vessel. The floating buoys shall also be marked with an "X" in spray paint in a manner that they can be seen during overflights.

### Monitoring and Reporting

#### General

7. The FVAFS will organize the hiring, training, supervision, and scheduling of up to 40 First Nations fisheries observers.

Field supplies such as: field notebooks, dataforms, flashlights, binoculars, throwbags, basic First Aid kits, reference material, biological sampling supplies, helicopter helmets and life vests for the flight technicians are purchased and supplied to the program by DFO. The FVAFS will supply their own office space, vehicles, computers, faxes, phones, and other administrative supplies.

#### Fishery for food, social and ceremonial purposes with observers

- 8(a) Prior to a Fishery, the monitoring plans will be prepared by DFO in discussion with the FVAFS, including determining the number and locations of observer locations that will be used during a Fishery. Observers may be stationed at major access sites and boat launches along the Fraser River from Port Mann Bridge to Sawmill Creek. From the Port Mann Bridge to Mission, observers may be stationed at the Katzie Reserve dock, the Kwantlen Reserve dock, and on Barnston Island. From Mission to Sawmill Creek, observers may be stationed at Leg'a:mel (MacDonalds Landing), Bowman's Mill (Cattermole), Skway, Island 22, Skowlitz, Chehalis (Harrison), Agassiz (roving), Cheam, Ohamil (Hunter Creek), Chawathil, Peters, Hope (roving), Yale Beach and Coquihalla. Depending on the time of year, the level of the river and the level of effort anticipated in a Fishery, not all observer locations may be operational during a Fishery.
- 8(b) The FVAFS staff will organize and ensure that all observer locations agreed to prior to a Fishery are staffed, operational, and have all the necessary forms and supplies needed during a Fishery authorized by a FSC Licence that specifies that the catch monitoring will be undertaken by FVAFS observers.
- 8(c) Overflights to determine the level of fishing effort will also be scheduled prior to a Fishery. Overflights may be performed as frequently as every 24 hours during a Fishery for sockeye and every 48 hours during a Fishery for chinook or chum (to be determined in co-ordination with DFO Aboriginal Fisheries Biologist).
- 8(d) During a Fishery, observers at each observer location will keep a daily running tally of the numbers of salmon by species which are harvested, collect fishing effort information, CPUE information and biological samples specified by DFO. This information will be provided to the FVAFS staff, who will forward it to DFO on a daily basis during a Fishery.
- 8(e) During a Fishery for chum (October to November), observer locations are operational during daylight hours only. Observer locations are operational for all hours of a Fishery for sockeye (July to August).
- 8(f) DFO may participate in the monitoring of the Fishery. DFO may also contract additional people to assist in the monitoring of the Fishery.

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**Fishery for food, social and ceremonial purposes without observers**

9. The FVAFS will coordinate the collection of catch information from a Fishery authorized by a FSC or Ceremonial Licence that specifies that the catch monitoring will be undertaken by the Band and provided to the FVAFS. Information collected by the FVAFS will be forwarded to DFO.

**Fishery using selective fishing gear**

10. FVAFS staff will organize and ensure that an observer is present during a Fishery authorized by a FSC Licence that specifies that selective fishing gear will be used (beach seine, fishwheel, trap net or weir) and that the catch monitoring will be undertaken by FVAFS observers. The FVAFS will coordinate the collection of catch information from a Fishery authorized by a FSC Licence that specifies that selective fishing gear will be used (dip net) and that the catch monitoring will be undertaken by the Band or Organization and provided to the FVAFS. Information collected by the FVAFS will be forwarded to DFO immediately following a Fishery.

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## Appendix 3 to Schedule B-1

## Species Composition of Sockeye Timing Groups

Early Summer Run:

Bowron, Fennel, Raft, Pitt, Gates, Late Nadina, Chilko Lake, Scotch, Seymour, other small streams

Summer Run:

Late Stuart, Horsefly, Mitchell, Chilko, Stellako

Birkenhead and Birkenhead-type Lates:

Birkenhead type lates include returns in the miscellaneous non-Shuswap component of the forecast returning to spawn in the Harrison-Lillooet systems excluding Harrison and Weaver.

True-Late Run:

Adams, Lower Shuswap, Weaver, Harrison, Cultus, Portage, other small streams

## Average Sockeye Run Timing

The following table outlines the average migration time from the top of Vancouver Island to either the Port Mann Bridge (29B) or Mission 29(D). The dates are cumulative, for example the migration time from Area 125 to 29B is 10 days.

	Entering Area	Early Stuart / Early Summer	Summers	Birkenhead	True-Lates
<b>Outside Diversion</b>					
	125-127	0	0	0	0
	123-124	3	3	4	4
	20	5	5	7	7
	4B	6	6	8	8
	7	7	7	10	10
	7A	9	9	12	12
	29B	10	10	19	13
	29D	11	11	20	
<b>Inside Diversion</b>					
	111	0	0	0	0
	12	3	3	5	5
	13	6	6	8	8
	16	9	9	11	11
	29B	11	11	20	13
	29D	12	12	21	14

There is an additional 5 days migration timing from the Queen Charlotte Islands to Areas 125-127 and 111.

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213

## SCHEDULE E-1

**Monitors****Designation**

- 1(a) The powers, duties and responsibilities of Monitors will reflect their individual training and experience.
- 1(b) The FVAFS and the Yale First Nation shall hire Monitors from the areas where they will perform their duties to the extent that trained individuals from each area are available.
- 1(c) The Monitors hired by the Yale First Nation will monitor and perform their duties in relation to the Participants designated by the Yale First Nation. The Monitors hired by FVAFS will monitor and perform their duties in relation to the Participants designated by the Bands other than the Yale First Nation.

**Role and Duties**

- 2(a) The role of the Monitors is to monitor the Fishery and to carry out other duties in accordance with this Schedule. Duties of the Monitors may include the following:
  - (i) stock assessment activities in accordance with the Agreement;
  - (ii) providing catch estimation information in accordance with the Agreement including but not limited to:
    - (A) completing gear counts of all nets fishing;
    - (B) verifying and recording designation numbers of nets being fished; and
    - (C) monitoring to estimate the catch;
  - (iii) carrying out patrols on land and water to monitor fishing and habitat activities; and
  - (iv) reporting activities that are harmful to fish habitat and participating in other habitat matters, habitat enhancement activities, monitoring water levels and fish-ways, and collecting fish samples for scientific and stock assessment purposes in accordance with procedures specified by DFO.
- 2(b) The Monitors will consult with and work cooperatively with DFO fishery officers when monitoring the Fishery within the Harvesting Area or carrying out other duties and activities referred to in sections 9 and 10 of Appendix 1 to this Schedule.
- 2(c) The Parties recognize that as the training and experience of the Monitors increase, the scope of their duties will also increase.
- 2(d) Nothing in this Agreement requires or authorizes Monitors to place themselves in personal danger in performing their duties under the Agreement.
- 2(e) Where a Monitor calls upon DFO enforcement personnel for assistance, DFO enforcement personnel will respond in a manner which is appropriate to the circumstances.
- 2(f) Monitors will not carry out any enforcement activities.
- 2(g) The Parties have developed a monitoring and enforcement protocol, attached as Appendix 1 to this Schedule to assist the Parties in conducting monitoring and enforcement activities pursuant to this Agreement.

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**Participation in Fishery**

3. Monitors will not fish in the Fishery while on duty.

**Funding**

4. The Bands and FVAFS are responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs for the Monitors.

**Training**

5. DFO and the Bands will attempt to provide academic, technical and safety training to the Monitors. The training requirements will be jointly reviewed by DFO and the Bands and Organizations and may include:
  - (i) participation in DFO's Aboriginal Fisheries Officer training program;
  - (ii) training provided by other existing federal or provincial police agencies that have the necessary infrastructure required to ensure the integrity and quality of the enforcement training;
  - (iii) training provided by or through the Bands, FVAFS or Yale First Nation initiatives; and
  - (iv) ongoing training through joint patrols.

**Administration**

6. It is acknowledged that for administrative purposes, any Band, at its discretion, may arrange for the FVAFS to act as administrator with respect to Monitors and the activities to be carried out by the Monitors under this Schedule; however, it is understood and agreed that it remains the responsibility of the Bands to carry out their separate and collective obligations in accordance with the Agreement.

**Coming into Force**

7. This Schedule will come into force as of the date of execution by all Parties and, subject to section 14 of the Agreement, will terminate on March 31, 2010.

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## Appendix 1 to Schedule E-1

**Monitoring and Enforcement Protocol****Purpose**

1. In accordance with Schedule E-1, this Appendix shall be used to assist the Parties in conducting monitoring and enforcement activities, but does not, and is not intended to, restrict the powers of DFO fishery officers or DFO fishery guardians designated under the *Fisheries Act*.

**Coordination of Monitoring and Enforcement Activities**

2. A Monitoring and Enforcement Protocol is a means of mutually addressing issues from an enforcement perspective.

DFO enforcement personnel, Bands' representatives and Monitors agree to work cooperatively in the monitoring of fishing activities.

DFO Field Supervisors, or their delegates, the Bands and the Yale First Nation agree to conduct the following activities:

- (a) communicate regularly to discuss monitoring and enforcement issues;
- (b) coordinate enforcement patrols between DFO and the Bands and the FVAFS and between DFO and the Yale First Nation;
- (c) establish a mechanism for reporting enforcement activities and actions; and
- (d) share information concerning violations and offenders.

The Monitors hired by the Yale First Nation will monitor and perform their duties in relation to the Participants designated by the Yale First Nation. The Monitors hired by the FVAFS will monitor and perform their duties in relation to the Participants designated by the Bands other than the Yale First Nation.

**Consultation**

3. Unless otherwise provided for in this Schedule, DFO enforcement personnel will attempt to consult with the Band or Organization before taking any enforcement action relating to fishing pursuant to the Agreement, except where prior consultation would compromise the effectiveness of an enforcement action. Where prior consultation would compromise the effectiveness of an enforcement action, DFO will consult with the Band or Aboriginal Organization as soon as possible after taking the enforcement action.

**Breach of Licence**

4. Where there is a breach of the conditions of the Communal Commercial Licence or the FSC Licence and a Band revokes a Participant's designation card or take other action, DFO will take into account whatever action is taken by the Bands in deciding what action, if any, DFO may take.

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**Seizure of Fishing Gear and Fish**

- 5(a) Disposition of any seized fishing gear and any seized fish will be carried out in accordance with the *Fisheries Act*. Any proceeds realized from such disposition shall be paid to the Receiver General of Canada. Any fish seized and sold will not be counted against the allocations referred to in Appendix 1 or Appendix 2 to Schedule B-1.
- 5(b) In accordance with conservation and management objectives of this Agreement fish seized that are alive and unharmed will be returned to the water unless required for evidence.

**Documentation**

6. Incident reports, violation reports, any seizure of fishing gear, any seizure of fish and any other enforcement action will be substantively documented in accordance with DFO policy and procedures.

Any seizure of fishing gear, any seizure of salmon and any other enforcement action will be properly documented.

**Appearance Notice**

7. Discretion should be used in the issuance of an Appearance Notice.

**Enforcement Guidelines**

8. (a) Unmarked/unidentifiable nets
- (i) Unmarked nets
- Procedure: Nets may be seized. Live fish will be released. Dead fish may be seized.
- (ii) Improperly or illegibly marked nets (including unverifiable designation number)
- Procedure: Nets may be seized. Live fish will be released. Dead fish may be seized.
- (b) Over length nets or nets exceeding maximum allowable mesh size
- Procedure: Nets exceeding the length or mesh size specified in the Communal Commercial Licence or the FSC Licence may be removed from the water.
- (c) Unlicensed/Unauthorized persons fishing/Persons Fishing without a designation card
- (i) Persons fishing, including persons on designated vessels or in company of a Participant
- Procedure: Attempt to verify if designation card has been issued. Depending on the circumstances, person could be warned and advised to obtain a designation card. Nets may be removed from the water. Nets and fish may be seized. Charges may be recommended. Where a non-Participant fishes with a spouse (including a common-law spouse) who is a Participant, the non-Participant could be warned and advised to obtain a designation card.

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- (ii) Persons not fishing but on board designated vessel or otherwise in company of designated person who is fishing

Procedure: No action to be taken.

- (d) Participant fishing more than one net

Procedure: Request documentation referred to in subsection 6(g) of Schedule B-1. If the documentation cannot be produced, nets may be seized. Charges may be recommended. If the unauthorized nets are unmarked or unidentifiable, the nets may be seized. Charges may be recommended.

- (e) Driftnet fishing in unauthorized area

Procedure: An investigation will be conducted. Charges may be recommended. Nets and fish may be seized.

- (f) Fishing outside of the Harvesting Area or specified Subarea

Procedure: An investigation will be conducted. Nets may be seized. Charges may be recommended. A warning could be given in the first instance.

- (g) Fishing during the closed time

Procedure: Nets may be seized. Charges may be recommended.

- (h) Issuance of Appearance Notices

Procedure: Discretion should be used in issuing an Appearance Notice.

- (i) Failure to Comply with Landing Requirements

Includes:

- (i) Failure to transport fish immediately and directly from the fishing site where, or the boat from which the fish was caught to the Participant's designated Monitoring Site;
- (ii) Failure to attend at Monitoring Site to report catch;
- (iii) Providing false information to a Monitor at a designated Monitoring Site (e.g. report less fish than caught or fail to report accurate catches for each net fished);
- (iv) Failure to land fish within the time as set out in Appendix 1 to Schedule B-1 after the closing time of the fishery.

Procedure: Charges may be recommended. Fish may be seized.

- (j) Sale of fish not Authorized

Includes:

- (i) Participants selling or attempting to sell fish caught during a closed time or from outside of the Harvesting Area;
- (ii) Participants selling or attempting to sell fish without first having landed the fish at their designated Monitoring Site or without obtaining a Landing Slip;
- (iii) Persons selling or attempting to sell fish without a valid designation card;

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- (iv) Participants selling fish that are not authorized by the Communal Commercial Licence or the FSC Licence to be sold.

Procedure: Charges may be recommended. Fish may be seized.

#### **Monitoring duties of Monitors**

9. In accordance with subsection 2(a) of this Schedule, monitoring duties of Monitors will include:
- (a) Conducting gear counts;
  - (b) Verifying Participants and designation numbers on nets;
  - (c) Inspecting catch in nets and on boats and conducting interviews with fishers to obtain catch estimation information;
  - (d) Recording designation numbers of nets observed fishing as required and providing this information to DFO as required for cross reference with Landing Slips;
  - (e) Collecting and delivering sales slips and Landing Slips in accordance with this Agreement;
  - (f) Where necessary, communicating with and informing Participants of changes to the Plan and to conditions of the Communal Commercial Licence or the FSC Licence prior to the Fishery.

#### **Duties of Monitors**

10. Duties of Monitors will include:
- (a) Identifying Participants and/or individuals identified by the Bands under the Conditions of the Communal Commercial Licence or the FSC Licence to transport fish for individual(s) and verifying designation card numbers of Participants landing fish at Monitoring Sites;
  - (b) Identifying the vessel from which fish are landed, number of nets fished by each Participant landing fish;
  - (c) Estimating the species of fish landed in the manner agreed to by the Planning Committee, recording all required data onto a Landing Slip and issuing a copy of the Landing Slip to the person authorized to land the fish;
  - (d) Identifying other Participants for whom the Participant may be transporting or landing fish and ensuring that the Participant's name and number is also recorded on the Landing Slip;
  - (e) Maintaining a log at each Monitoring Site with the tally by species of fish landed, which will be available to DFO representatives for review throughout the duration of each Fishery;
  - (f) Collecting biological samples including weekly scale samples from approximately 240 sockeye in 2 locations: the Fraser River near Chilliwack and the Fraser River near Yale, including specifically:
    - (i) Collecting heads and scale samples from those coho and chinook salmon and steelhead with missing adipose fins landed at Monitoring Sites after obtaining the necessary permission; and

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*[Handwritten Signature]*

- (ii) Collecting other biological samples as may be requested and agreed to (e.g. chinook DNA samples).
- (g) Where a person:
  - (i) provides information but does not have a designation card or document issued by the Bands, or
  - (ii) does not provide all information required to complete a Landing Slip,  
  
the Monitor will document separately any fish landed by such person and will record as much information as possible to identify the individual, including information on their vehicle, and shall report this information as soon as possible to the nearest DFO fishery officer for enforcement and compliance action.
- (h) Providing or releasing all data collected to either the FVAFS or Yale First Nation supervisors, DFO and FVAFS technical staff and biologists and DFO fishery officers. The Monitor will not provide or release data collected to any other person.
- (i) Care and maintenance of the Monitoring Site.
- (j) Monitors will distribute issued Landing Slips as follows:
  - (i) DFO original (colour white) and DFO copy (colour yellow) to remain in the Landing Slip book and to be placed in the secure lock box at the Monitoring Site location it is issued from;
  - (ii) Participant's copy (colour pink) to be removed from the Landing Slip book and issued to the Participant authorized to land the fish; and
  - (iii) The Band's copy (colour green) to be removed from the Landing Slip book and provided to the Bands.
- (k) Other duties as agreed to by DFO and the Bands, through the Planning Committee.

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## SCHEDULE H-1

## Bands' Addresses

Aitchelitz Indian Band 8150 Aitken Road Chilliwack, BC V2R 4H5	Telephone: (604) 792-3104 Facsimile: (604) 792-3123
Chawathil Indian Band 4-60814 Lougheed Hwy Hope, BC V0X 1L0	Telephone: (604) 869-9994 Facsimile: (604) 869-7614
Cheam Indian Band 52130 Old Yale Road Rosedale, BC V0X 1X0	Telephone: (604) 794-7924 Facsimile: (604) 794-7456
Chehalis Indian Band 4690 Salish Way Agassiz, BC V0M 1A1	Telephone: (604) 796-2116 Facsimile: (604) 796-3946
Katzie Indian Band 10946 Katzie Rd. Pitt Meadows, BC V3Y 2G6	Telephone: (604) 465-8961 or (604) 465-4841 Facsimile: (604) 465-5949
Kwantlen Indian Band 92 Gabriel Road Fort Langley, BC V0X 1J0	Telephone: (604) 888-2488 Facsimile: (604) 888-2442
Kwakwawapilt Indian Band PO Box 2065 Sardis Stn Main Chilliwack, BC V2P 1A5	Telephone: (604) 792-6490 Facsimile: (604) 792-6106
Leq'amel Indian Band P.O. Box 68 Deroche, BC V0M 1G0	Telephone: (604) 826-7976 Facsimile: (604) 826-0362
Matsqui Indian Band 31989 Harris Road Box 10 Matsqui, BC V4X 3R2	Telephone: (604) 826-6145 Facsimile: (604) 826-7009
Peters Indian Band Comp 11 Box 11, 16650 Peters Rd. Hope, BC V0X 1L0	Telephone: (604) 794-7059 Facsimile: (604) 794-7885
Popkum Indian Band Box 2, RR#1 Rosedale, BC V0X 1X0	Telephone: (604) 793-7844
Scowlitz Indian Band Box 76 Lake Errock, BC V0M 1N0	Telephone: (604) 826-5813 Facsimile: (604) 826-6222
Seabird Island Indian Band 8 Chowat Rd, Box 650 Agassiz, BC V0M 1A2	Telephone: (604) 796-2177 Facsimile: (604) 796-3729
Shxw'ow'hamel Indian Band 58700 St. Elmo Road Hope, BC V0X 1L2	Telephone: (604) 869-2627 Facsimile: (604) 826-9903
Skawahlook Indian Band 58602 Lougheed Hwy Agassiz, BC V0M 1A2	Telephone: (604) 796-9533 Facsimile: (604) 796-9513

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Skowkale Indian Band PO Box 2159 Agassiz, BC V0M 1A2	Telephone: Facsimile:	(604) 792-0730 (604) 796-1153
Skwah Indian Band Box 178 Chilliwack, B.C., V2P 6H7	Telephone: Facsimile:	(604) 792-9204 (604) 792-1093
Skway Indian Band 44680 Schweyey Road Chilliwack, BC V2R 5M5	Telephone: Facsimile:	(604) 792-9316 (604) 792-9317
Soowahlie Indian Band #1-4177 Soowahlie Road Cultus Lake, BC V2R 4Y2	Telephone: Facsimile:	(604) 858-4631 (604) 824-6751
Squiala Indian Band 8528 Ashwell Road Chilliwack, BC V2P 7Z9	Telephone: Facsimile:	(604) 792-8300 (604) 792-4522
Sumas Indian Band 3092 Sumas Mtn Road, RR#4 Abbotsford, BC V3G 2J2	Telephone: Facsimile:	(604) 852-4040 (604) 852-3834
Tzeachten Indian Band 45855 Promontory Road Chilliwack, BC V2R 4E2	Telephone: Facsimile:	(604) 858-3888 (604) 858-3382
Union Bar Indian Band Box 788 Hope, BC, V0X 110	Telephone: Facsimile:	(604) 869-9466 (604) 869-9466
Yakweakwoose Indian Band 7176 Chilliwack River Road Chilliwack, BC V2R 4M1	Telephone: Facsimile:	(604) 824-0826 (604) 858-1775
Yale First Nation Box 1869 Hope, BC, V0X 1L0	Telephone: Facsimile:	(604) 863-2443 (604) 863-2467

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LPB

**BETWEEN:**

**Her Majesty the Queen in Right of Canada as  
represented by the Minister of Fisheries and  
Oceans (DFO)**

**AND:**

**Each of the Bands listed in section 2 of this  
Agreement (Bands)**

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**COMPREHENSIVE FISHERIES AGREEMENT**

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