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After the Nisga’a Treaty: An evaluation of government authority, botanical forest products use and commercial forestry on Nisga’a Lands.

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Table of Contents

ABSTRACT ........................................................................................................... 4
INTRODUCTION ....................................................................................................... 5
NISGA’A HISTORY .................................................................................................. 5
AUTHORITY ON NISGA’A LANDS ......................................................................... 6
THE NISGA’A FOREST ACT .................................................................................... 8
AUDITS OF THE FOREST PRACTICES BOARD ..................................................... 10
FORESTRY ON NISGA’A LANDS .......................................................................... 12
BOTANICAL FOREST PRODUCTS ON NISGA’A LANDS ....................................... 15
BOTANICAL FOREST PRODUCTS AND USES ....................................................... 15
THE ECONOMY OF THE PINE MUSHROOM ......................................................... 16
THE NISGA’A AND PINE MUSHROOMS ............................................................... 17
DISCUSSION .......................................................................................................... 18
CONCLUSION ......................................................................................................... 20
WORKS CITED ...................................................................................................... 22
Abstract

The long journey to autonomy the Nisga’a people have endured has ended after 113 years. Through long processes and negotiations with the Government of Canada and the Province of British Columbia, the Nisga’a have triumphed in truly owning what was always theirs. The 2000 km$^2$ area nestled in the Nass River Valley is today under the governance of the Nisga’a Lisims Government (NLG). Many things have changed since the Nisga’a Final Agreement was signed in May of 2000. This paper examines the changes that have occurred on Nisga’a Lands with respect to forestry, government authority and the pine mushroom (Tricholoma magnivelare [Peck] Redhead) industry from the beginning of the transitory period until recently. The NLG has always placed great value in the pine mushroom industry as it has generated revenue for the Nisga’a people. The Nisga’a have voiced their concerns over the maintenance and enhancement of these valuable botanicals. As is evident in this paper, the NLG Land Use Plans reflect this value and has placed timber resources second to non-timber forest products and botanicals. The Nisga’a Forest Act has enacted legislation to ensure that this is enforced during any activity on Nisga’a Lands. The Nisga’a Forest Act has essentially picked up where the Forest Act has left and has enabled the NLG the ability to manage its resources how it deems appropriate. In many ways the NLG manages Nisga’a Lands in the same fashion as does the Province of British Columbia on Crown land. The big difference is that it does not need to address the needs of anyone outside the Nisga’a lands and villages. There is still a certain lack of clarity with respect to certain laws and when they apply. One thing is for certain however, the Nisga’a people through the powers of the NLG and the enacted laws and regulations it has drafted have essentially eliminated any dependence on the governments of Canada and British Columbia now and in the future.

Keywords: Botanicals, Forest Practices Board, Nisga’a Forest Act, Nisga’a Lisims Government, Nisga’a Final Agreement, Pine mushrooms.
**Introduction**

This essay will examine how various components of the Nisga’a Final Agreement (*the Agreement*) have changed and evolved over the last fifteen years since its ratification in May of 2000. The aspects that will be investigated in this essay will include: government authority on Nisga’a Lands during and after the treaty, commercial forestry activity and Botanical Forest Products use.

A closer look at the *Nisga’a Forest Act* and brief comparison with the *Forest Act* will be included in the section dealing with government authority. Commercial forestry activity by license holders during and after the transition period will be examined along with the government’s role with respect to enforcement of the legislation in effect at the time. Forest Practices Board (FPB) audits will help in determine the outcome of the license holders’ agreements and whether or not their obligations were met with respect to the Forest Practices Code. Botanical Forest Products is an important source of revenue and employment for the Nisga’a Nation (Mitchell 1998). The use and history of botanicals will be assessed on the basis of their economic importance as well as cultural and traditional significance throughout this period.

**Nisga’a history**

The Nisga’a people live on Nisga’a Lands located in the Nass River valley of British Columbia (BC). This has been their ancestral home for many thousands of years since what the Nisga’a people describe as ‘time immemorial’ (NLG 2013). The Nisga’a people occupy an area located in northwestern British Columbia that includes the town of New Aiyansh and others. Nisga’a Lands extend from the head of Portland inlet on the Coast and inland to the north of the town of Nass Camp. Bisecting Nisga’a Lands is the famous Nass River. It has been a source of cultural identity, heritage and food for as long as the Nisga’a people have frequented these lands and continues to be today (NLG 2013).
The Nisga’a people have had a long battle in asserting their rights to traditional lands. For the last century, they have met with various committees and commissions British Columbia and in Ottawa to discuss settlements over these issues. Landmark rulings and court cases, most notably the Calder decision, began the process of a change in mentality by the Government of Canada and the Province of British Columbia. This ultimately led to the signing of an historic document known as the Nisga’a Final Agreement (Hurley 2001). The Nisga’a eventually succeeded in having their voices heard and ending a long journey of pursuance of claim to their traditional territory.

What the Agreement signified is that it transformed all Aboriginal title of the Nisga’a Nation into fee simple lands. The lands that were granted fee simple status equate to approximately 8% of the original territory that the Nisga’a once occupied (UBCIC n.d.). From this point onward, the Nisga’a were no longer subjects under the umbrella of the Indian Act. The Treaty gave the Nisga’a ownership and the right to self-government over land totaling approximately 2000 km². This self-government gives the Nisga’a the authority to draft and pass laws in a variety of disciplines through the authority of the Nisga’a Nation’s governing body known as the Nisga’a Lisims Government (NLG 2013).

**Authority on Nisga’a lands**

Through negotiation and ratification of the Nisga’a Final Agreement, the Nisga’a have power to pass their own laws and execute these laws on their lands. Their jurisdiction extends into a variety of disciplines. The NLG has the power to draft, pass and enforce laws in these areas: administrative duties of the NLG, elections, Nisga’a citizenship, planning and zoning on Nisga’a forest lands and regulation and control of activities that are deemed a nuisance on Nisga’a lands NLG 2013). These laws however are subject to a meet or beat approach that stipulates that the drafted laws must, at a minimum, match the performance and quality of existing Provincial and Federal laws and standards. These standards are under Provincial or Federal
jurisdiction (NLG 2013). This meet or beat approach is reviewed in greater detail in the forestry section of this paper.

Since 2001, the NLG has enacted over 28 pieces of legislation and most recently a significant act was passed. In 2006, the *Nisga’a Government Act* was realized. This act identifies and denotes the powers available to the various branches of the NLG (Hoffman 2010).

The Nisga’a Final Agreement set out rules by which the NLG has the power to make decisions on how to manage all resources present on Nisga’a Lands. Some areas within Nisga’a lands are not considered legislated by the *Nisga’a Forest Act*. Some of these lands include: submerged lands, Indian Reserve No. 88 Red Bluff and lands registered in the British Columbia Land Titles Office as ‘fee simple’. Various forms of legislation exist as a result of the Nisga’a Final Agreement and amongst those is the *Nisga’a Forest Act* (NLG 2002). Nisga’a Lands are subject to the Forest Practices Code of BC during the 5-year transition period but does not apply to the Nisga’a people during this period. After the transition period, the Nisga’a Final Agreement requires that the NLG draft laws that address timber resource management practices. This has evolved over time to become the *Nisga’a Forest Act* (Davis 1998).

In 2002, the NLG began the process of drafting a Land use Plan for Nisga’a’ Lands. This plan identified areas that were of particular importance for the social and economic well being to the Nisga’a people as well as for the sustainability of the forests and the areas surrounding them (NLG 2002). This will be examined in some greater detail and context further in the paper. Nisga’a lands are divided into Special Management Areas and address traditional, cultural, visual, sustenance and archeological values. Forest resources are included in the Resource Stewardship Zones. This includes non-forest resources such as energy, mineral and agricultural resources but also timber products, botanicals and cultural forest products. The LUP are constantly revised and updated (NLG 2002, 2013).
In order to clarify the terms used in the subsequent sections of this paper, a few definitions and explanations are provided.

- Nisga’a Lands: includes all lands within the 1992 km\(^2\) area awarded to the Nisga’a in the Agreement.
- Nisga'a Lisims Government: means the government of the Nisga'a Nation
- Nisga'a Public Lands: comprises Nisga’a Lands that are not considered Nisga’a Village Lands or Nisga’a Private Lands.
- Nisga’a Village Lands: includes Nisga'a Lands that are particular to a Nisga'a Village.
- Nisga’a Village Government: denotes the government of a Nisga’a Village (Nisga’a Final Agreement 1999).

**The Nisga’a Forest Act**

The *Nisga’a Forest Act*’s goal was to be executed through performance based or more commonly known, results based legislation (Fekete 2007). The *Nisga’a Forest Act* gives the director of lands and resource (*the Director*) of the NLG similar powers to that of the District Manager on Crown Lands and in essence Nisga'a Lands are treated similarly to Crown Lands with respect the governance structure. The wording is essentially the same between the *Nisga’a Forest Act* and the *Forest Act of BC*. The director is responsible for granting the right to harvest timber on Nisga'a lands and approving Forest Development Plans (FDP) that take place on Nisga'a lands. FDPs are subject to review by the citizens of the Nisga'a nation, inhabitants within the Nisga'a Lands and specific individuals specified by the NLG executive branch (*Nisga’a Forest Act* 2012). *The Nisga’a Forest Act* is enforced through a Forest Officer that is hired by the NLG via the Director of Lands and Resources. This candidate does not have to be a member if the Nisga’a nation and is required to have extensive knowledge of the acts that apply to Nisga’a Lands and its people (NLG 2013).
It is worth noting at this point that, there have been amendments made under the Nisga’a Final Agreement Amendment Act (Province of British Columbia 2014). They deal with changes made to the Forest Act and FRPA. None of these has implications within the context of this paper. Within these plans, forest practices are required to address non-timber objectives such as riparian management, soil conservation and biodiversity. Stand treatments do not require FDPs but need to be approved by the director. These FDPs are valid for a period of 5 years at which point they must be resubmitted for approval. Salvage, firewood and free use permits do not require FDPs (Nisga’a Forest Act 2012).

Similar to the Forest Act, if timber is to be reserved, it must be properly identified in the field prior to commencing harvest operations. Terrain stability, steep or sensitive ground harvesting, and placement of trails and roads must conform to the legislation contained in the Nisga’a Forest Act.

The Nisga’a Forest Act enables the NLG to collect stumpage fees by timber harvest license holders operating on Nisga’a lands. It also prevents anyone besides Nisga’a nation to undertake forest activities on Nisga’a lands except on Nisga’a village lands. The NLG has the authority however to grant permits to others besides Nisga’a corporations. In this sense, the NLG behaves similarly to the Crown (Nisga’a Forest Act 2012).

Silviculture obligations on Nisga’a public lands are the responsibility of the Nisga’a public lands license holder. Some areas are not required to be reforested and they include: cut blocks with removal of less than 500m³ of timber, permanent roads or roads that will be used in the near future and areas deemed non productive. Nisga’a village lands cleared for expansion are also exempt as are areas that have been determined by the director to be logistically impractical to reforest (Nisga’a Forest Act 2012).

The Nisga’a Forest Act gives the NLG the ability to exercise and enforce practices that are beyond timber harvesting and related forestry activities. Botanical forest products and Cultural
forest products are legislated and controlled through the issuance of permits much like timber harvesting. Fees for obtaining, harvesting and selling botanical forest products are payable to the NLG (*Nisga’a Forest Act* 2012).

The *Nisga’a Forest Act* requires that an analysis be conducted every ten years with respect to non-timber forest products. The purpose is to ensure that various components such as ecosystem sustainability, LUP, health and safety and socio economic issues are adequately addressed. This not only includes pine mushrooms but the broader scope of what is termed botanicals. This includes herbs, edible plants, medicinal plant products and crafts produced through the use of non-timber forest products. (deGeus 1997). As of 2001, there were protocols in place for establishing regulations with respect to non-timber forest products (NTFP) but none has been developed (Turner 2001). This paper examines how the LUP has put in place provisions to address botanicals in the following pages. As opposed to practices on Crown land, the *Nisga’a Forest Act* has enabled areas sensitive to timber harvesting to be managed differently. Pine mushroom habitat is negatively affected where logging occurs. These areas are therefore removed from the harvestable land base in order to maintain the economic values these hold for the Nisga’a people (Fekete 2007).

**Audits of the Forest Practices Board**

The Nisga’a Final Agreement requires that the Forest Practices Board (FPB) conduct yearly audits on Nisga'a lands during the transition period beginning in 2001 and ending in 2005 (FPB 2002). Although the Nisga’a took full possession of their lands at the signing of the agreement in May of 2000, the FPB was mandated to ensure compliance of the Forest Act and Forest Practices Code legislation with respect to all license holders on Nisga’a lands. Although the Code was repealed in 2004 and eventually replaced with FRPA before this last audit was conducted, the Agreement and Section 216 of FRPA states that the Code is to be enforced on license holders operating on Nisga’a lands (FPB 2005).
The audits include forest planning and practices for British Columbia Timber Sales (BCTS) and its Small Business Forest Enterprise Program (SBFEP), New Skeena Forest Products (NSFP) – formerly Skeena Cellulose-, Sim Gan Forest Corporation and West Fraser Mills Limited. Included in these audits was the province of British Columbia’s enforcement of the Forest Practices Code on the licensees operating on Nisga’a lands. The NLG also conducted some forestry operations on Nisga’a lands during the transition period; they are not subjected to these audits however. With respect to the NLG, the *Nisga’a Forest Act* would apply as opposed to the *Forest Act* (FPB 2007).

The scope of the audits varied during the transition period. Over the 5-year period, bridge and road construction and maintenance, harvesting practices, road deactivation, planting and silviculture obligations and adherence to riparian regulations were included in the inspections. Operational Planning audits were also conducted to a lesser extent on some of the license holders over the transition period. It can be noted that over this period, NSFP was the most non-compliant of all the license holders (FPB 2007). The non-compliance ranged from poor road maintenance to incomplete harvesting operations. NSFP also had many issues regarding the inadequate stocking of many of their blocks.

The requirement under the Forest Practices Code and the agreement places the responsibility of fulfillment of obligations and requirements by NSFP or any license holder onto the Ministry of Forests and Range (FPB 2005). As implied by the NLG, the province assumes the responsibility of addressing any requirements that have not been met on Nisga’a lands. The province continues to work with the NLG to ensure this (NLG 2013). It is important to understand the significance of the audits. Had it not been for the FPB, it is a distinct possibility that the shortfalls with respect to the obligations of certain licensees would have remained that way.
Forestry on Nisga'a Lands

Of the approximate 50% of productive forest on Nisga'a lands, a small amount is considered viable for commercial forestry operations, roughly 16%. Inoperable areas and topography render these tracts of lands not economically profitable (NLG 2002). In addition, approximately 5% of the harvestable land base is removed from operability due to pine mushroom habitat constraints. Pine mushroom habitat requires mature forest types in order to be productive harvesting grounds (Fekete 2007). This creates a significant reduction in revenue and employment generated from the forest. As a compensatory measure, the LUPs included carbon sequestration as a means to deal with the socio-economic impacts the reduction of harvestable land base has on the Nisga’a people (Fekete 2007).

During the transition period from 2001 to 2005 the Nisga'a nation were authorized to issue permits 10 000 m³ for the first 3 years, 30 000 m³ and 40 000 m³ in those 5 years, respectively. In the 4 years following this, the Nisga’a could authorize the harvest 135 000 m³ in the first three years and 130 000 m³ in year 9. Aside from these volumes, pre-existing licenses that were still active during the transition period were allowed harvest levels that ranged from 125 000 to 155 000 m³ (Nisga'a Final Agreement Act 2000). By the year 2005, the NLG had full authority to issue permits for harvest on Nisga’a lands to the maximum allowable cut on that timber harvestable land base. Forestry had been in a state of the decline from early 2000 until about 2008. This coincides with the transition period that occurred during the phasing out of all non-Nisga'a forest licenses. From 2005 to 2011, harvested volumes have fluctuated from a low of 21 000 m³ to a high of 87 400 m³ (Government of Canada 2014, NLG 2014).
The NLG is responsible for managing all forests and botanical forest products on Nisga’a lands. As part of the Treaty, the *Nisga’a Forest Act* was created to replace the *Forest Act*. An inventory of the state and composition of the forests and its resources is currently underway; there is no information currently available as to the status of this project (Government of Canada 2014, NLG 2014).

Since its inception in 2000, the *Nisga’a Forest Act* is not a wide departure when compared to the *Forest Act*. It is used as the legislative vehicle through which the provisions of the Nisga’a Final Agreement are executed.

With respect to the *Nisga’a Forest Act*, regulations and standards that apply on Nisga’a Lands must adhere to the same meet or beat expectations of any license holder on Crown land in the province of British Columbia. It is a results based framework (Fekete 2007). Although it has been seen as successful platform, it has faced difficulties particularly in the areas of compliance and enforcement and non-timber forest products management and biodiversity (Fekete 2007). Specifically, many of the elders that make up the NLG have different values and therefore have different ideas about how certain aspects of forestry should be managed. As Fekete (2007) mentions in his article, this is one of the greatest challenges with respect to forest management on Nisga’a Lands. The legislation attempts to package the goals under a single objective; something that is often difficult to gain overall acceptance for. In that respect, this is no different than large license holders outside of Nisga’a Lands attempting to balance the variety of social, economic and ecological interests among the multiple stakeholders (Fekete 2007).

A very dynamic policy and legislation environment with regards to forestry in the province has increased the difficulties in getting a clear picture of what applies where and when. During the transition period, the Code applied to all operations on Nisga’a Lands. This not true for all Nisga’a lands; there is a mixture of Nisga’a Law, FRPA and the Code legislation in effect. Some of the creativity seen in some of the practices carried out on Nisga’a Lands is born out of tradition and cultural beliefs. A good example is the management of culturally modified trees
(CMT). The NLG sees great value in maintaining the supply of cedar so it created laws that require the replanting of cedar to meet these objectives (Fekete 2007).

Even though the issuing of permits is controlled through the NLG, the laws that apply to operators on Nisga’a lands will be the same as on Crown land. The values included in the meet or beat approach include:

- riparian management
- spatial and temporal design of cut blocks
- road construction, maintenance and deactivation
- reforestation
- soil conservation
- biodiversity
- hazard management, fire readiness and initial fire suppression
- silvicultural systems and harvesting methods
- forest health

The means by which the above will be determined appropriately managed is not outlined in the Act, only that a results based framework exists just as it does on Crown land. So long as the above are not compromised in a way detrimental to the environment, the performance requirements applied will be accepted as having met the meet or beat approach (Nisga’a Final Agreement Act 2000). The Agreement (2000) and the ensuing Nisga’a Forest Act states further that the NLG has to power to exercise its laws in a fashion to meet its objectives within the non-timber forest products context. This means it may regulate harvest operations in order to meet its other objectives. Provisions exist throughout the agreement to enable the Province of BC and the NLG to negotiate harvest rate contracts as the NLG deems it is warranted.

The Province and the NLG formed the Forest Transition Committee that was the sole executor of the regulations and standards that were in effect during the 5-year period.
The Province has set out restrictions with respect to operational planning approval during the transition period on Nisga’a Lands. The Forestry Transition Committee has been awarded the power to approve or amend FDPs, silviculture prescriptions during the 5-year transition period and for cutting permits only, in the fifth year of the transition period.

**Botanical Forest Products on Nisga’a Lands**

Botanical forest products (*botanicals*) on Nisga’a Lands include eleven species of wild mushrooms and one species of fiddleheads. While all of these are important to the Nisga’a people, only a few species of mushrooms generate a considerable amount of revenue and employment to the Nisga’a people, most notably the pine mushroom (NLG 2002). It may be worth mentioning that some documents in the past have included foods and medicinal plants within the *botanicals*. The Nisga’a documents that stem from the NLG make a distinction between the two; food plants and medicinal and edible plants are classified as Cultural Forest Products.

**Botanical forest products and uses**

As with the rest of the province, the Nass River valley saw a largely unregulated mushroom industry prior to the signing of the Agreement. Mushroom harvesting on Nisga’a lands was a competition between Nisga’a people and others from all parts of the province. Competition also existed with harvesting practices as mushroom polygons often overlapped with the best timber in the valley and as a result, productive mushroom areas were often compromised by logging interests (Collier 2010).

The signing of the Nisga’a Treaty changed that. The Nisga’a Lisims Government (NLG) was granted exclusive rights to the greater portion of the most productive pine mushroom harvesting areas in the Nass River valley (Mitchell 1998). The Nisga’a Land Use Plan (NLUP) has identified certain areas as productive pine mushroom habitat. This area within Nisga’a lands is
known as the ‘mushroom polygon’. The private land framework drafted by the NLG has allowed them to control the harvest of pine mushrooms on Nisga’a Lands through a system of area based permit allocation. Fees for permits were collected by the NLG. Even though pine mushrooms are used as an example here, the same holds true for botanical forest products as a whole; the same framework is in place and is put into practice by the NLG’s Department of Forest Resources and the NLUP (Collier 2010).

The economy of the Pine mushroom

The pine mushroom (Tricholoma magnivelare [Peck] Redhead) is of significant commercial importance wherever it grows and is harvested. They primarily grow in temperate coniferous regions of the West coast of North America and occupy a range that extends from northwestern BC down to mid coast California. They are also found in the BC Interior but to a lesser extent (De Geuss 1997). The Pacific Northwest region of North America is well known for its pine mushroom industry and the Nass River valley and its surrounding areas are especially well known among pickers; the pine mushroom industry in this area is lucrative for both harvesters and buyers (Menzies 2006).

The use of botanicals in British Columbia (BC) is not well known when compared to timber. In the last 2 decades there has been an increase in the quantity and value of mushrooms harvested in BC (Mitchell 1998). More recent data suggests that this trend is still maintained as mushroom exports from BC to Japan are climbing. From 2000 and 2003, exports to that country have increased approximately 30% (Berch 2008).

The lucrative nature of the pine mushroom industry and the lack of government follow up on recommendations that would ensure a sustainable harvest level has been a cause for concern by environmental groups and the Vancouver Mycological Society amongst others. As a result a Pine Mushroom Task Force in 1993 and the following year put forth its recommendations on how to regulate, establish a system whereby these activities in land use planning stages and
increase the amount of ecological research with respect to activities associated with pine mushroom harvesting (deGeus 1997).

The Nisga’a and pine mushrooms

Traditional ecological knowledge may give the Nisga’a people a comparative advantage in locating pine mushroom and therefore making them more efficient and effective pickers (Menzies 2006). Many large areas where pine mushroom harvesting occurs are within Nisga’a Lands and as a result, the province had engaged in co management of these resources with FN. The Nisga’a had partnered with the province in a project to look at various aspects of the Pine mushroom industry specifically in their territory. The project focused mainly on the methods to monitor and the economic impact the mushroom industry had on the Nisga’a people (deGeus 1997). The project seemed to have fallen to the wayside and no information has been found with respect to a framework to manage non-timber forest products.

The Province does however have the ability to act with respect to botanical forest products as section 168 of FRPA states. It has provided the means in the legislation to pass specific rules and regulations in regards to non-timber forest products if it chooses to. Some Timber Supply Areas have had some reductions in the timber supply in order to accommodate the inclusion of pine mushroom habitat areas. There seems to be indication that the province has begun to recognize the importance of mushrooms in a socio-economic context for areas where it has been important. (Berch 2008).

In the absence of provincial legislation regulating the mushroom industry, the NLG has included in its LUP some provisions that restrict harvesting activities in areas that are identified as pine mushroom habitat (Collier 2010). Commercial forestry activity is restricted in these areas to preserve the attributes that make this region very productive pine mushroom habitat (Berch 2008). It is interesting to note that compared to industrial forestry in the rest of the province, which has historically placed botanicals secondary to timber production, the Nisga'a have
emphasized the importance of mushroom habitat and have shaped their LUP to reflect this (Collier 2010). The degree, timing and occurrence of activities that might be detrimental to mushroom habitat is entirely controlled by the NLG Department of Forest Resources (NLG 2013).

The importance of this habitat to the Nisga’a people is obvious; it provides employment and revenue. Nisga’a and non-Nisga’a harvesters are charged a fee of 250 dollars for permits that allow them to harvest on Nisga’a lands mushroom harvesting (Menzies 2006). The Nisga’a are in control of most levels of the pine mushroom industry on their lands but the large processing firms make the greatest profit. Nisga’a harvesters or ‘pickers’ as they are called have an average income of approximately 3500 dollars annually. The NLG has been exploring how they might gain more control over the industry by participating at the buyer and distributor/exporter level (Menzies 2006).

It is worth mentioning that as defined on the Nisga’a Lisims Government website, food sources are not included within botanical forest products. They are considered cultural forest products and they include medicinal plants, foods and certain tree species. The cultural forest policies are essentially the same as for botanical forest products; habitat for these products must not be compromised by any activities undertaken in these areas (NLG 2013).

The NLG and the corporations that operate under its laws, own businesses that harvest and buy pine mushroom every season. It has been and remains the most commercially important NTFP harvested in their territory (Mitchell 1998, Collier 2010).

**Discussion**

The Nisga’a people exemplify the notion of self-governance and autonomy regarding management of resources on their lands. They are likely an inspiration to many other First Nations in BC, Canada and throughout the world.
As we can see in the preceding text, the formation of the NLG has empowered the Nisga’a with the ability to draft its own legislation, laws and policies. Central to the Nisga'a people is the preservation of their traditional and cultural values and interests while at the same time maintaining their economic well-being. This is evident through their policies with respect to economic independence and sustainable use of the land base with which they share the resources.

There is an understanding amongst the Nisga'a and other First Nations, that it is feasible to use a resource for economic gain without placing other resources at risk. The Nisga'a Land Use Plan is a good representation of this ideology. With respect to decisions in a forest management context, policies are in place that will “consider cumulative effects....” on habitat that is suitable for a particular resource and as pine mushrooms for example, “No incompatible use will be permitted....” when there is the potential of damaging pine mushroom habitat (NLG 2002, Collier 2010). Both are examples of sound, sustainable resource management strategies; both of which do not place timber production first. Understanding that commercial forestry in the rest of the province responds to greater pressures or forces beyond its control, the Nisga’a manage their resources in much different way; timber is complementary or secondary to the other resources (Turner 2001).

In modern non-aboriginal society, this mentality is changing and may be gaining some ground. Increasingly, society is growing a social license to have their voices heard. Specifically, opposition to certain harvesting methods or locations of cut blocks at the expense of other non-timber forest products may give First Nations and concerned citizens a much more powerful voice to promote change (Turner 2001). The Nisga'a and other First Nations may claim a portion of the responsibility for this.

As Collier (2010) states in his paper, the modern thinking of the Nisga'a people and its government has drafted a good framework for potential future strategies on managing non
timber forest products for others interested in doing so. Collier (2010) goes on to show with another case study, the direct linkage of the health benefits to the Carrier Sekanni of Central BC and the management of non-timber forest products through careful revision and thoughtful creation of Land Use Plans.

**Conclusion**

By way of the Nisga’a Treaty and the Nisga’a Final Agreement, these aboriginal people have shown that with negotiations, albeit time consuming, there is a renewed hope for other First Nation people across Canada. Decision making power with respect to maintaining traditions, culture and heritage has been restored to the Nisga’a people. They have the same rights to their lands just like any other non-aboriginal Canadian has on theirs. The FPB audits have identified shortcomings on obligations by some licensees and have also evaluated the province of British Columbia’s Ministry of Forests on their performance pertaining to enforcement of the Forest Practices Code and all associated regulations during the 5-year transition period.

The formation of the NLG and the drafting of the *Nisga’a Forest Act* have enabled this First Nation to decide on matters that regard them in relation to harvesting of timber and the freedoms they had in the past. It has allowed them to determine allowable harvest levels; they are the issuers of cutting permits and road permits. The Nisga’a have assumed control over the rights to decide what happens on their lands and who has the opportunity to do so. They are still bound by the same legislation that regulates forest activities for any licensee in the rest of the province but with some differences, most notably in the prioritizing of botanicals over timber resources. The difference is that they can refuse to issue any license for any activity on their lands. This is not a big departure from the rest of British Columbia except that they can look after their own interests first. The Nisga’a Lisims Government collects all stumpage royalties for harvest of timber on Nisga’a Lands; maintains the right to approve FDPs; enforces the *Nisga’a Forest Act* and decides whether or not activities in any capacity can occur on their
lands. In essence, the Treaty is allowing Nisga’a people living on ancestral lands to enjoy the full economic, cultural, traditional and social benefits from activities occurring thereupon.

The Nisga’a Final Agreement has freed the Nisga’a people from being a people under the doctrine of assimilation and integration to one of assertion and recognition
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