

This Agreement is dated April 1, 2018 (“Reference Date”)

## **2018 REGIONAL STRATEGIC ENVIRONMENTAL ASSESSMENT RENEWAL AGREEMENT**

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia**, as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations and Rural Development, and the Minister of Energy, Mines and Petroleum Resources (the “Province”)

AND:

**West Moberly First Nations, Doig River First Nation, Halfway River First Nation, Prophet River First Nation, Saulteau First Nations, McLeod Lake Indian Band, and Blueberry River First Nations**, each a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C. 1985, c. I-5, represented by its Chief and Council (collectively, the “Participating First Nations”)

(collectively referred to as the “Parties” and individually referred to as a “Party”).

### **WHEREAS**

- A. The Environmental Stewardship Initiative (“ESI”) of the Province is intended to address certain environmental issues of mutual interest to First Nations and the Province;
- B. Collaboration on the implementation of the Provincial Cumulative Effects Framework and Northeast Water Strategy is of mutual benefit to the Parties;
- C. The Province and West Moberly First Nations, Doig River First Nation, Halfway River First Nation, Prophet River First Nation, and Saulteau First Nations began collaborating on the design and implementation of the Regional Strategic Environmental Assessment in November 2015 and entered into the Regional Strategic Environmental Assessment Agreement on September 10, 2016, Blueberry River First Nation joined the project in October 2016; and
- D. The Participating First Nations and the Province wish to confirm their agreement to work collaboratively together, and with other Treaty 8 First Nations that become a party to this Agreement, on the design and implementation of a regional assessment of the effects of natural resource activities by adding McLeod Lake Indian Band and Blueberry River First Nations as Parties and replacing the Regional Strategic Environmental Assessment Agreement with this 2018 Regional Strategic Environmental Assessment Renewal Agreement (“Agreement”).

**THEREFORE** the Parties agree as follows:

## **1. REGIONAL STRATEGIC ENVIRONMENTAL ASSESSMENT**

- 1.1 The Parties will collaborate on the design and implementation of a Regional Strategic Environmental Assessment (“RSEA”) through the ESI which will inform and be informed by the Provincial Cumulative Effects Framework and the Northeast Water Strategy.
- 1.2 The Parties acknowledge their intent that the RSEA be a collaborative process that is transparent and inclusive of other Treaty 8 First Nations, resource development proponents and other levels of government.
- 1.3 The Parties will make the terms of this Agreement available to Fort Nelson First Nation, resource development proponents and other levels of government as appropriate and may invite Fort Nelson First Nation to participate in the implementation of the RSEA through the ESI.

## **2. RSEA OBJECTIVES**

2.1. The objectives of the RSEA include the following:

- 2.1.1. to credibly assess the effects of natural resource development activities on the rights of the Participating First Nations as adherents to Treaty No. 8 and as recognized and affirmed by section 35(1) of the *Constitution Act, 1982* (“Treaty 8 Rights”) based on risks to valued components;
- 2.1.2. to identify an agreed upon study area, (“Study Area”) that is within the vicinity and overlaying the Montney Shale Gas Play in British Columbia illustrated on the map attached at Schedule A (“Montney Shale Gas Play”);
- 2.1.3. to use the results of the assessment to inform and recommend management responses that avoid, minimize, mitigate, offset or otherwise respond appropriately to the effects identified on the exercise of Treaty 8 Rights.

## **3. RSEA ELEMENTS**

3.1. The Parties agree to incorporate the following elements into the RSEA:

- 3.1.1. a defined Study Area overlaying the Montney Shale Gas Play in British Columbia;
- 3.1.2. valued components (“VCs”) appropriate for assessing effects of natural resource development activities on the meaningful exercise of Treaty 8 Rights within the Study Area;
- 3.1.3. appropriate temporal and spatial scales for the assessment of VCs within the Study Area;
- 3.1.4. a description of the current conditions for the VCs that considers the effects of past development on the VCs;
- 3.1.5. optimization of the meaningful exercise of Treaty 8 Rights and the development interests of the Parties based on:

- 3.1.5.1. the desired measurable future state of the VCs and associated indicators;
- 3.1.5.2. the development interests of the Parties; and
- 3.1.5.3. the identification of explicit risk relationships between potential short and long term development scenarios and the desired future state of the VCs and associated indicators;
- 3.1.6. collaboratively developed recommendations for:
  - 3.1.6.1. any needed management responses within existing legislative, policy and regulatory mechanisms to address risk to the desired future state of the VCs based on the results of the work under 3.1.5; and
  - 3.1.6.2. potential new legislative, policy and regulatory mechanisms to address any risks to VCs based on the results of 3.1.5;
- 3.1.7. an evaluation of the effectiveness of the methodologies employed in the RSEA and recommend changes to the assessment methodologies that may be desirable to improve the functioning of the RSEA;
- 3.1.8. utilization of the best available information, including relevant scientific and traditional knowledge at all stages of the design, and where gaps in currently available information are identified, the Parties may undertake data development initiatives to improve information over time;
- 3.1.9. inclusion of other potential partners, including Environment Canada, other levels of government, other resource proponents and other First Nations; and
- 3.1.10. an interest-based approach that aims to achieve the collaborative outcomes of the ESI participants.

#### **4. RSEA IMPLEMENTATION**

- 4.1. The Parties will work collaboratively to implement the RSEA through the ESI as outlined in section 3 and consistent with the following:
  - 4.1.1. the Parties have developed a work plan to implement the design elements described in section 3.1, or as modified by mutual agreement, in furtherance of the RSEA objectives;
  - 4.1.2. the Parties will use an implementation approach that reflects actions carried out in a timely manner, in good faith and consistent with each Party's legal obligations and authorities;
  - 4.1.3. the Province will contribute funding through the ESI for technical assistance to support the Parties within the ESI collaborative process and to support direct travel costs of First Nations' associated with participation in the RSEA;

- 4.1.4. the Parties will exercise reasonable efforts to ensure stable, long term funding for the implementation of the RSEA through the ESI and other available sources; and
- 4.1.5. the Parties agree that a specific regional team representing the Participating First Nations, the Province, resource proponents and other levels of government is a shared goal.

## 5. GENERAL PROVISIONS

5.1. This Agreement and the RSEA do not:

- 5.1.1. constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
- 5.1.2. recognize, affirm, abrogate or derogate from any rights recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;
- 5.1.3. interfere with the decision-making authority or jurisdiction of any Party or fetter the discretion of any decision-making authority;
- 5.1.4. replace or interfere with processes undertaken by the BC Environmental Assessment Office pursuant to the *Environmental Assessment Act* or the Canada Environmental Assessment Agency under the *Canadian Environmental Assessment Act* and for greater certainty are not a Class Assessment as defined and provided for in the *Environmental Assessment Act*; or
- 5.1.5. limit the position that any Party may take regarding past cumulative effects assessment policies or processes employed by the Province or the federal government, including those under the British Columbia *Environmental Assessment Act*, the *Canadian Environmental Assessment Act*, the Provincial Cumulative Effects Framework, and the Northeast Water Strategy.

5.2. The Parties agree that consultation processes on proposed natural resource activities are ongoing and the RSEA may inform those consultation processes;

5.3. The Parties agree that where traditional knowledge or information is shared with the Province for the purposes of this Agreement or the RSEA and that traditional knowledge or information is clearly identified as confidential or sensitive information of a Participating First Nation:

- 5.3.1. the Province will make all reasonable efforts to prevent the disclosure of such information, subject to disclosure requirements under the *Freedom of Information and Protection of Privacy Act*, or as otherwise required by law; and
- 5.3.2. where the Province receives a request under the *Freedom of Information and Protection of Privacy Act*, for disclosure of such information, the Province will provide the Participating First Nation from whom it receive the information with a notice of the request and the opportunity to express their views regarding the disclosure.

5.4. The Parties agree they may need to take further steps or enter into further agreements

with respect to use or disclosure of confidential information as part of the implementation of this Agreement or the RSEA.

- 5.5. The Parties acknowledge that each has a different position regarding the location of the western boundary of the geographic area of Treaty No. 8 and agree that nothing in this Agreement, including the identification of the Study Area under s. 3.1.1, is an admission of fact or liability in relation to claims arising with respect to this matter.
- 5.6. This Agreement may be amended by agreement of the Parties in writing.
- 5.7. The term of this Agreement will be 3 years from the Reference Date, and the Parties agree that on this date all previous versions of the Agreement will be replaced with this 2018 Regional Strategic Assessment Renewal Agreement.
- 5.8. Prior to the expiration of the term under s. 5.7 the Parties will review the success of this Agreement in meeting the Parties' objectives and the Parties may agree to extend the term of this Agreement.
- 5.9. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Parties by facsimile or email transmission.
- 5.10. This Agreement will commence when it is fully executed by the Parties.
- 5.11. Fort Nelson First Nation may become a Party to the Agreement by signing a separate copy and delivering it to the other Parties by facsimile or email transmission and the Agreement will be deemed to be amended to include Fort Nelson First Nation as a Participating First Nation on that date.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as set out below:

Signed on behalf of the West Moberly  
First Nations by:

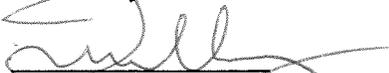


Chief Roland Willson

26/03/18

Date

Signed on behalf of Doig River First  
Nation by:



Chief Trevor Makadahay

28/10/18

Date

Signed on behalf of Halfway River First  
Nation by:

  
Chief Darlene Hunter

March 13, 2018  
Date

Signed on behalf of Prophet River First Nation by:

  
Chief Lynette Tsakoza

May 2, 2018  
Date

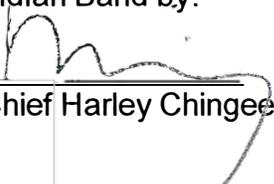
*See the enclosed letter that provides additional details for this agreement. (Appendix A)*

Signed on behalf of Saulteau First Nations by:

  
Chief Ken Cameron

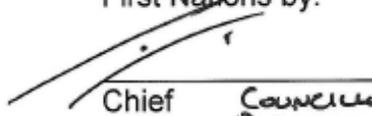
March 5, 2018  
Date

Signed on behalf of the McLeod Lake Indian Band by:

  
Chief Harley Chingee

March 29, 2018  
Date

Signed on behalf of the Blueberry River First Nations by:

  
Chief COUNCILOR NORMA PILE FOR CHIEF YAHEY

MARCH 27, 2018.  
Date

Signed on behalf of the Fort Nelson First Nations by:

\_\_\_\_\_  
Chief Marvin Yahey Sr.

\_\_\_\_\_  
Date

Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Forests, Lands, and Natural Resources Operations and Rural Development:



Minister Doug Donaldson

March 29, 2019  
Date

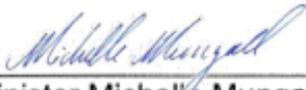
Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Indigenous Relations and Reconciliation:



Minister Scott Fraser

April 9, 2018  
Date

Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Energy, Mines and Petroleum Resources:



Minister Michelle Mungall

March 29, 2018  
Date