

This agreement has financial amounts redacted, to respect continued negotiations occurring with other Treaty 8 Nations. The Parties will release full agreement content upon the completion of those other negotiations.



LETTER OF AGREEMENT

Dated for reference January 18 2023

BETWEEN:

HALFWAY RIVER FIRST NATION ("HRFN")

and

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by

THE MINISTER OF ENERGY, MINES AND LOW CARBON INNOVATION

THE MINISTER OF WATER, LAND and RESOURCE STEWARDSHIP

THE MINISTER OF INDIGENOUS RELATIONS AND RECONCILIATION

THE MINISTER OF FORESTS

THE MINISTER OF ENVIRONMENT and CLIMATE CHANGE STRATEGY

(the "Province")

(each a "Party" and collectively, the "Parties").

BACKGROUND

- A. HRFN is an adherent to Treaty No. 8 and has rights enshrined within the oral and written terms of Treaty No. 8, as well as rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- B. The Province has affirmed its commitment to meaningful and lasting reconciliation, including through the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* and the *Declaration on the Rights of Indigenous Peoples Act*.

- C. The Province and the Halfway River First Nation signed a Government to Government (G2G) Agreement in March 2017 that broadly lays out the provisions for the government-to-government relationship going forward. Some of the provisions in this G2G Agreement are either reflected in or expanded on by terms in this Letter of Agreement (LOA) or clauses within the Consensus Document.
- D. On June 29, 2021 in *Yahey v. British Columbia*, 2021 BCSC 1287 (the "Yahey Decision"), the BC Supreme Court found that the Province had breached its obligations under Treaty No. 8.
- E. The Province established a Task Force to work with the HRFN, Doig River First Nation, Fort Nelson First Nation, Prophet River First Nation, Sauteau First Nations, and West Moberly First Nations (the "Participating Treaty 8 First Nations") on new and creative solutions to address the issues highlighted by the Court and identify regional solutions.
- F. The Parties' and the Participating Treaty 8 First Nations' representatives co-developed a mandating document dated March 22, 2022, which sets out the Parties' shared commitments, a copy of which is attached as Schedule "A" (the "Consensus Document").
- G. In July 2022, the Provincial Task Force advised the Participating Treaty 8 First Nations that the Consensus Document had been approved by the Provincial government to initiate implementation, recognizing many outputs of such work would generate future mandate and approval decisions by the Parties.
- H. The Parties recognize that the Province is currently negotiating an agreement (the "BRFN Agreement") with Blueberry River First Nations ("BRFN") that will also influence land use in the claim area identified in the Yahey decision (the "Claim Area").

The Parties agree as follows:

1. This Letter of Agreement confirms the Parties' commitments set out in the Consensus Document, except as otherwise amended by subsequent agreement(s).
2. The commitments set out in the Consensus Document are non-exhaustive and may be expanded or augmented by consensus in order to address the impacts of cumulative effects on Treaty rights, and this may require the development of further mandating documents. For greater certainty, however, the commitments set out in the Consensus Document will not be reduced except by consensus between the Parties.
3. The Parties further agree to work together to implement the Consensus Document, including through:
 - (i) the identification of deliverables, timelines, and resource requirements and
 - (ii) negotiating and developing one or more legally binding agreements or arrangements.
4. The Parties agree to develop a shared implementation structure to oversee implementation and deliver the commitments set out in the Consensus Document.
5. The Parties recognize that each of the Participating Treaty 8 First Nations have important and unique perspectives, interests, and experiences to inform this work.

Nothing in this Letter of Agreement prevents the Province and a Participating Treaty 8 Nation from engaging with each other on a bilateral government-to-government basis.

6. The Province acknowledges the imperatives related to managing for the cumulative effects of development on Treaty 8 rights within the Claim Area are similarly relevant for HRFN as they are for BRFN, and that as a result, the negotiation and implementation of land and resource management initiatives with HRFN ought to be carried out on a priority basis and at a similar level as with BRFN, including a similar level of provincial implementation resourcing.
7. The Province acknowledges that implementing the Consensus Document will require reaching understandings with HRFN on the management objectives and effective implementation tools and measures to realize these objectives, which may require new regulatory designations, to implement HRFN's identified Enhanced Management Corridors ("EMC").
8. The Parties agree to collaboratively develop a workplan with timelines to implement the following, subject to approvals and mandates:
 - a. establishing legal mechanisms to implement agreed upon mitigation measures based on what HRFN has proposed in the EMC attached as Schedule 'B';
 - b. establish shared decision-making structures in HRFN territory, including with respect to the allocation and application of caps on new industrial disturbance, including range activities, and identifying exceptions to the caps, when appropriate
 - c. a pilot and other processes to advance shared decision-making on natural resource landscape planning and stewardship activities, including planning related to any oil and gas disturbance thresholds on an area and project-by-project basis and to protect certain values (i.e. water, connectivity, etc) within HRFN territory west of the Alaska Highway;
 - d. requirement that the Province obtain HRFN consent before implementing any new cap for new oil and gas disturbance in the Cameron River Watershed Basin area;
 - e. facilitate HRFN's participation through a shared decision-making process with the Province in the planning of activities within HV1 areas west of the Alaska Highway that are identified in any BRFN Agreement;
 - f. engage with respect to the North Montney Electrification Project;
 - g. address HRFN concerns with respect to range activities, including the measures requested in Halfway's Petition to the Minister of Forests dated December 14, 2020, protecting mineral licks as wildlife habitat features, implementing mandatory mitigation measures in range use plans, capping animal unit months and exploring opportunities to reducing the number of range tenures within the EMC, and pursuing any necessary legal measures to accomplish this; and
 - h. establish a management plan for the Tsaa Nuna Conservancy.

9. The Province will engage in collaborative discussions or negotiations, including seeking new mandates or approvals where necessary, regarding the Province providing the following benefits to HRFN to seek to address cumulative effects with terms that are similar to benefits provided to BRFN, the details of which will be confirmed through future negotiation:
 - a. incentive payments for completion of area-specific development plans, and HV1 plans;
 - b. restoration fee payments for new petroleum and natural gas ("PNG") related disturbances within HRFN's EMC, traplines, and Halfway River planning areas identified by the Parties;
 - c. award of petroleum and natural gas tenures in the Cameron Valley and Tsaa Nuna to HRFN or an entity designated by HRFN;
 - d. issuance of a forestry tenure;
 - e. carbon credits benefit-sharing in relation to the forestry tenure referenced above and restoration activities and land protections implemented pursuant to the Consensus Document and this Letter of Agreement;
 - f. Annual Chief-to-Ministers meetings will be held between HRFN Chief and Council and the Minister of Energy, Mines and Low Carbon Innovation for the purpose of discussing the progress of the government-to-government relationship set out in this Letter of Agreement, and other issues as may be identified and agreed to by the Parties; and
 - g. Finalize the HRFN-BC revenue sharing agreement to enable payments to HRFN in early 2023.
10. The Province agrees to write to BRFN to encourage them to attend a Chief-to-Chief meeting with HRFN and is prepared to attend a follow-up meeting with HRFN and Blueberry should that be of benefit.
11. The Province acknowledges that having sufficient resources to enable completion of the implementation work in a timely manner is important for all Parties. In addition, the Province will provide HRFN for the duration of this Letter of Agreement with capacity funding through annual grant letters developed for and with HRFN to support implementation of the Consensus Document.
12. HRFN acknowledges and agrees that in order to implement the Consensus Document, it is important that HRFN continue to engage with the Province and other Treaty 8 Nations collectively, as well as the Parties engage bilaterally where appropriate.
13. The Province will appoint staff at the executive director and chief negotiator levels to manage the implementation of the commitments set out in this Letter of Agreement. Oversight and dispute resolution will be handled at the Chief and assistant deputy minister level, with engagement with deputy ministers as required.

14. The Parties acknowledge that concluding the implementation of some specific initiatives within the Consensus Document may require additional mandating and approval decisions by the Parties. The Parties will work together to advance new mandates and approval decisions if required.
15. The term of this Letter of Agreement will conclude on March 31, 2024. The Parties will review the implementation work prior to the expiry of the term and may agree in writing to extend the term.
16. The Parties agree where information or materials received are identified as confidential, in writing or by context, the Parties will keep such information confidential and will not disclose such information, except:
 - a. by the Province to its respective employees and professional advisors, in confidence, provided that the Province informs such recipients of the confidential nature of the information and takes reasonable steps to ensure such recipients do not disclose the information,
 - b. by the Participating Treaty 8 First Nations to each other and to their respective Chiefs, Councillors, members, employees, and professional advisors, provided that such a First Nation informs such recipients of the confidential nature of the information and takes reasonable steps to ensure such recipients do not disclose the information
 - c. where the Parties agree in writing that such information may be disclosed,
 - d. where it is clear from the context that the information is in the public domain, or
 - e. as otherwise required under provincial law, with advance written notice to the other Parties.
17. The Parties will work together on joint communications material for the Parties to use for engagement with third parties, stakeholders, local governments and other Treaty 8 First Nations.
18. Further, nothing in this Letter of Agreement diminishes the Province's obligations to consult each of the Participating Treaty 8 Nations and other First Nations.
19. HRFN may, with not less than one month's prior written notice to the Province, withdraw from this Letter of Agreement.
20. The Parties agree that this Letter of Agreement and the Consensus Document do not:
 - a. constitute a treaty or land claim agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982*;
 - b. define, amend or deny the existence of any Treaty or Aboriginal rights held by HRFN; and
 - c. improperly or unlawfully fetter the jurisdictional authorities of either of the Parties.

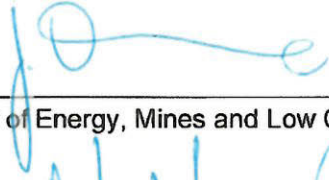
21. The Parties agree to facilitate cooperation and implementation of this Letter of Agreement, any future agreements, and any agreement with BRFN, in a manner that is coordinated across the region and respectful of each Nation's rights and interests.

SIGNED on January 18, 2023 by:



Chief of Halfway River First Nation

SIGNED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA on January 18, 2023 by:



Minister of Energy, Mines and Low Carbon Innovation



Minister of Water, Land and Resource Stewardship



Minister of Indigenous Relations and Reconciliation



Minister of Forests



Minister of Environment and Climate Change Strategy

Schedule 'A' – Consensus Document

Schedule 'B' – HRFN EMC Mitigation Measures

**BC & SIX TREATY 8 FIRST NATIONS
CONSENSUS DOCUMENT - March 22, 2022**

Contents

FISCAL COMPONENT	2
Bridge Regional Royalty Revenue Sharing and New Fiscal Relationship	2
Interim Capacity Funding	2
Additional funding.....	2
Restoration Fund.....	3
WILDLIFE	4
2022-2024 Wildlife Regulation Change	4
Wildlife Management	5
LAND, RESOURCE, AND CUMULATIVE EFFECTS MANAGEMENT	5
Initial Steps Towards Cumulative Effects Management	6
Interim Approaches to Decision Making.....	7
Interim Zoning Strategy	8
Watershed-Level Land Use Plans	8
Shared Decision-Making, Natural Resource and Landscape Planning Pilots	9
Carbon Credits	9
HONOURING THE TREATY	9
Priority Topic 1: Communicating.....	10
Priority Topic 2: Training and Awareness Building	10
Priority Topic 3: Education and Community Services	10
SHARED ASSURANCE STATEMENTS	10
Acknowledgements and general terms	10
APPENDICES	13
Appendix A: Proposed LEH Allocation for Region 7B.....	13
Appendix B - Map 1.....	14
Appendix B – Map 2	15
Appendix B – Map 3	16
Appendix B – Map 4	17

FISCAL COMPONENT

Bridge Regional Royalty Revenue Sharing and New Fiscal Relationship

- The Province will provide floor payments of: the higher of [REDACTED] or [REDACTED] of the 2021/22 Q2 forecasted revenues for royalties according to the regional revenue sharing formula below.
 - Year-end reconciliation = Royalty [REDACTED] (50 percent x 1/8 + 50 percent x Nation population / Treaty 8 population) – Floor.
- “Windfall” sharing – A windfall payment equal to [REDACTED] of PNG revenues (i.e., net royalties + rents + tenure sales) exceeding [REDACTED] to a maximum windfall payment of [REDACTED]. This means that over the two-year bridge period, the windfall payment is expected to equal [REDACTED] to [REDACTED] of net royalty revenues for each year.
- The Parties will discuss and develop a new longer term fiscal relationship within two years, integrating multiple sources of revenue, including long term stable capacity funding for lands departments.
- The funding agreements will be entered into with each Treaty 8 First Nation based on the above approach.
- This agreement has no affect on access to existing funding programs or eligibility for programs of general application (e.g., RCAs, FCRSAs, NRRAs, Gaming).
- The revenue sharing arrangements set out in this section are without prejudice to the positions a Party may take in future discussions on this subject.

Interim Capacity Funding

- [REDACTED] per Treaty 8 First Nations (7 total) per year for two years
- Net new funding
- Covers costs of Interim Agreement implementation, including negotiation, natural resource co-governance initiatives and activities, and Honouring the Treaty.
- Block capacity funding will be requested for flexible allocation by each Nation.
- No effect on access and incremental to existing funding programs, programs of general application or ongoing government-to-government matters which are separate from the work proposed as part of these negotiations.

Additional funding

- The Province will seek [REDACTED] per year to implement a future collaborative stewardship forum.
- The Province will seek [REDACTED] per year to initiate the land use planning initiatives, as set out in the Land, Resource, and Cumulative Effects Management Section.
- The Province will seek funding for three new conservation officers, with one each for the Liard, North Peace and South Peace.

Restoration Fund

- The Fund is intended to heal the land and the people and address the cumulative effects of development in Treaty 8 territory.
- Funding is incremental to existing and future obligations of BC and industry.
- The Fund will be co-designed between all Treaty 8 Nations and the Province and its governance will be Indigenous led.
- The Province will provide ████████ to the Fund over a ten-year period.
- BC and all Treaty 8 Nations will work together to leverage additional funds from Canada, Industry and others (with a shared goal of ████████), including to support the delivery of co-benefits for those funders like climate, carbon and species-at-risk.
- The Fund will be oriented to deliver restoration activities across Treaty 8 territory in BC within three areas: the Liard Basin, North of the Peace River, and South of the Peace River.
- Funding principles will consider:
 - where the disturbance exists,
 - where healing is needed most to support the practice of Treaty rights,
 - regional restoration needs related to new disturbance pressure on the landscape associated with economic activity, and
 - equity between Nations.
- Fort Nelson, Prophet River, Halfway River, Doig River, Saulteau and West Moberly First Nations will each be provided ████████ as an immediate contribution from the ████████, for Nation-led restoration projects.
 - Purposes to be for healing land, wildlife habitat enhancement, healing people & culture; and
 - Administration, capacity, training, monitoring and other related activities that support the implementation and management of the fund.
- For each TLE Nation, the province will direct payments made by the First Nation for the purchase of their TLE Additional Lands into the ████████ Fund, which will be available to that First Nation to apply to their restoration projects.
 - In addition, the Fund will match the value of the TLE Additional Lands purchase from within the ████████ for the Nation to apply to their restoration projects.
 - Similar matching option will be made available to non-TLE Nations, and if requested we would likely need to agree to a cap.
- Principles and governance for the Fund, at minimum, need to consider how to:
 - maximize flexibility for and minimize the administrative burden on all participating parties,
 - maximize restoration return on investment through a coordinated, permitted, regional approach, and
 - ensure restoration activity information is publicly available.

- The Parties agree that restoration standards in Treaty 8 territory will be reviewed together, and recommendations to change standards will be done in collaboration.

WILDLIFE

2022-2024 Wildlife Regulation Change

- The Parties will develop joint recommendations, following public and stakeholder consultation, for the 2022 hunting season to:
 - Reduce the licenced moose harvest by approximately 50% across the Treaty 8 region by implementing LEH regulations in each Wildlife Management Unit across Region 7B for at least two years, as further detailed in [Appendix A](#) (note that Appendix A may change because of public consultation. Changes would still, however, be within the 50% reduction goal).
 - Close the general open seasons for moose. There will be no moose hunting during August and from October 1-15.
 - Open four, two-week LEH “any bull” seasons: September 1-15; September 16-30; October 16-31; Nov 1-15.
 - Reduce the moose harvested within each Wildlife MU to 50% of the 2016-2020 average of 1292, by applying annual allowable harvest of 646. Adjustments will be considered following the review of the 2022 season on how the number of LEH authorizations can be increased to no more than 3500 licenced hunters (approximately 50% of the 2016-2020 average of 7041 licenced hunters).
- The Parties further recommend other immediate steps to regulate the licenced moose hunt for the 2022 hunting season, including:
 - Requiring compulsory reporting by licenced hunters.
 - The area around Moose Lake in Management Unit 7-51 will change from a rut closure to a closure for moose hunting (Map H27).
 - The Peace Moberly Tract is closed to moose hunting.
 - The area of MU 7-32 outside of the Peace Moberly Tract will be established as LEH Zone A and LEH Zone B.
 - The AAH for Management Unit 7-32 will be 15 bull moose for LEH Zone A and 35 bull moose for LEH Zone B.
- A joint review by the Parties will take place following the 2022 season to determine whether changes are needed to better achieve the target (3500 hunters; 646 moose harvested) for the 2023 season.
- A more detailed review will take place for the 2024 hunting season and whether new information (inventories, monitoring, research) supports a different collaborative approach that increases opportunities both for Treaty 8 and licenced hunters.
- The Parties will discuss weighting LEH tag allocations towards in-region hunters for 2023.
- The Parties recommend the closure of all caribou hunting in 7B for at least two years.

Wildlife Management

- The above measures for moose and caribou will be implemented for at least two years. During this time, the Parties will work together to develop an approach to wildlife co-management that improves our shared understanding and management of the wildlife resource, including but not limited to: measures to further advance the co-management of ungulates (particularly elk) and other wildlife. Each Nation will have the ability to bring forward wildlife issues of concern to be addressed at the table, including hunt reductions and closures in significant areas.
- The Province will create a regional wildlife working group to provide opportunities for dialogue with Treaty 8 communities, provincial government programs, industry, stakeholders, local governments, and the public that complement the government-to-government relationships the Province is committed to pursuing with Indigenous governments.
- The Province will provide capacity funding for Treaty 8 participation in the regional wildlife working group and will ensure sufficient provincial resourcing and staff to support the work of this group.
- The Province will seek to bring substantive new investments to wildlife inventory and research to inform the Parties' co-management of wildlife and the regional wildlife working group.
- The Province will support the development of cultural and wildlife burn plans with interested Treaty 8 Nations for implementation in 2022-24.
- The Province will develop a plan to eliminate the use of aerial application of herbicides.

LAND, RESOURCE, AND CUMULATIVE EFFECTS MANAGEMENT

- The Parties will work together over the next two years on a suite of strategic initiatives to create a paradigm shift in land and resource management. The combined effect of the initiatives will be to achieve the following objectives:
 - establish new forms of co-management and shared decision-making supported by legislative and regulatory reform,
 - create strategic land use direction to inform operational decision-making,
 - increase restoration planning and implementation in priority areas,
 - implement new land protection measures,
 - minimize or reduce cumulative effects, through effective assessment and management initiatives and actions,
 - achieve a net beneficial effect on the Treaty 8 First Nations' ability to meaningfully exercise their treaty rights and cultural ways of life,
 - cooperate on interim, operational decision-making while reforming decision-making processes collectively at a common table and bilaterally (i.e., ministry/agency and Nations individually),
 - explore carbon credit opportunities, including new kinds of agreements which may provide benefits to Treaty 8 Nations, in association with new land protections, management, or restoration initiatives,

- grow provincial and Treaty 8 Nation capacity to implement the initiatives in phases,
- involve communities, stakeholders, and industry, where appropriate, to foster collaboration and build broad acceptance to changes in resource management and to advance reconciliation opportunities,
- work together to communicate externally and manage priorities.
- The Parties intend that the new initiatives outlined below will lead to new, shared decision-making approaches and reformed operational decision-making over the next two years.
- The pace and capacity dedicated to achieving these objectives will be defined through a jointly developed implementation plan.

Initial Steps Towards Cumulative Effects Management

- The Parties will build in phases a comprehensive cumulative effects management system consistent with, and linked to, the other natural resource landscape planning and regional restoration initiatives. These phases will be agreed to by the Parties through an implementation plan, which will be informed by the Province and Treaty 8 Collaborative Stewardship Forum's recommendations for new phases of cumulative effects initiatives below.
- To begin this work over the next three months, the Parties agree to:
 - Work together to bring the Regional Strategic Environment Assessment (RSEA) to a close by March 31, 2022 (i.e., the various reports).
 - Where applicable, the information and results from RSEA will be incorporated into decision-making, cumulative effects management, land use planning initiatives and in decision-making processes.
 - The summaries of the current condition information will be publicly available so proponents can consider the information in advance of submitting development applications.
 - Establish a new Province / Treaty 8 Stewardship Forum to review, discuss and collaborate on cumulative effects initiatives in the region.
 - A governance structure will be co-designed to emphasize communication, consistency, and regional approaches wherever possible.
 - The Forum's work will address the overarching objective of a paradigm shift for cumulative effects management systems and will pursue the development of foundational elements, inclusive of the following:
 - the need for community input from Treaty 8 Nations to capture baseline biophysical and cultural value components,
 - the results of the RSEA, including new reports prepared by Nation and provincial representatives,
 - the development of effective assessment tools and management systems,
 - shared information sources and data for guiding assessment work,
 - monitoring, evaluation, and enforcement mechanisms, and

- legal mechanisms for implementation, including new legislative tools, which may be recommended to meet the shared objectives of the Parties.
 - Work together to enable restoration investment opportunities by industry as part of new activities that may contribute to cumulative effects.
 - Restoration investments will be connected eventually to the Restoration Fund.
- The Province will issue legally effective direction to statutory decision makers requiring:
 - consideration of the extent and duration of cumulative impacts, and
 - measures to avoid or minimize cumulative impacts and the potential infringement of treaty rights.

Interim Approaches to Decision Making

- The Parties acknowledge that it is important to review and make decisions on backlog applications, and that such decisions may include the avoidance and mitigation of cumulative effects and potential impacts on treaty rights.
- The Parties will engage in a staged approach to review and make decisions on backlog applications received as follows:
 - each Treaty 8 Nation will work with the appropriate provincial ministry or agency (or through a coordinated committee) to determine appropriate interim approaches to consultation and decision-making on backlog applications, including batching, sequencing, and engagement timelines, and will jointly agree on a schedule for referral reviews
 - the Parties agree to the decision-making target of March 31, 2022, for all the applications in the backlog:
 - for activities that are unlikely to further infringe on treaty rights (the “lowest of the low” applications),
 - for restoration-related and environmental purposes, and
 - for health, safety and emergency works.
 - the Parties agree to the decision-making targets of 30% of the other applications by April 30, 60% of the other applications by May 31, and 100% of the other applications by June 30, 2022,
 - the Parties recognize that potential issues or concerns that Nations may have with individual applications within the batches of backlog applications may mean that some timelines for applications of concern may have longer decision-making timelines than these targets,
 - the Nations will work with the appropriate provincial ministry or agency to develop and implement appropriate decision-making approaches in the areas identified by each of the Nations ([Appendix B - Map 1](#)),
 - each Treaty 8 Nation will work with the appropriate provincial ministry or agency to develop and implement enhanced consultation¹ approaches in their respective territories outside the areas identified on [Appendix B - Map 1](#),

¹ For this purpose, enhanced consultation is defined similarly as the Oil and Gas Commission articulated in their January 14, 2022 letter to the Nations. Includes: opportunity to comment on all applications, jointly assessing proposed impacts on Treaty rights, provision of greater amount of information for applications,

- the Parties will develop issue resolution processes regarding decision-making on applications that may have impacts of concern,
- the Parties will form a common technical table to develop potential approaches and solutions to use in bilateral engagements (e.g., mitigation and accommodation measures, permit conditions, technological and digital tools for efficiencies, new structures for multiple nations to participate in, etc.), and
- involve one or more selected industry representatives to assist with the technical table approaches above and new approaches for achieving efficient and effective engagement.
- The Parties agree to continue to work together on reviewing and considering new applications going forward.

Interim Zoning Strategy

- The Province will enter into bilateral discussions with the Treaty 8 First Nations that have mapped proposed protected areas as identified on [Appendix B - Map 2](#) to identify and implement appropriate protection measures.
- The Parties agree to advance an Interim Zoning Strategy for the enhanced management zones that:
 - Includes the priority areas identified by the Treaty 8 Nations, existing government-to-government commitments, as well as caribou recovery objectives ([Appendix B - Map 3](#)),
 - Implements a consensus-based process to develop objectives, indicators, thresholds, and management practices within the enhanced management zones identified in [Appendix B - Map 4](#),
 - Requires information on cumulative effects management and decision-making processes to be transparent and available to each Nation and to proponents seeking land use authorizations within the enhanced management zones, and
 - Involves each of the Treaty 8 Nations with shared territories in the enhanced management zones established,
- The Parties agree that affected third parties will be consulted in the development of the indicators, thresholds, and management practices.
- The interim zones will become permanent following the completion of the related land use plans.

Watershed-Level Land Use Plans

- The Province, Fort Nelson and Prophet River First Nations will initiate a watershed-level land use plan for the Liard Basin, based on preliminary work completed by the Nations.
- The Province, Blueberry River, Halfway River, Doig River First Nation and Prophet River First Nations will initiate a new Treaty 8 and provincial governance model and process design for the watershed-level land use plan for north of the Peace River.

enhanced support as needed to work through applications, a dedicated team and single point of contact to work with the lands offices and a coordinated approach across the Natural Resource Sector ministries and agencies.

- These Parties agree that Blueberry River participation is essential to success and will invite and encourage Blueberry River First Nations to join in this work, as well as other Treaty 8 Nations with territories in the planning area.
- These Parties will ensure that the new recommended protected areas, enhanced management areas and other land use objectives developed by the Province and the participating Nations will be included in the new planning process.
- The governance model will provide for meaningful engagement and consideration of input from affected third parties, communities, and local government.
- The model and process will build from the initial work undertaken by the participating Nations, including through RSEA, and may consider work undertaken for the Fort St. John Land and Resource Management planning process.
- The Province will work with Saulteau and West Moberly First Nations, and McLeod Lake Indian Band, to prioritize a set of land use planning initiatives south of the Peace River that includes advancing new protected area proposals, implementing Caribou land use objectives further to the Partnership Agreement, and Shared Decision Natural Resource & Landscape Planning Pilots.
- Other affected First Nations will be included in these planning processes, as appropriate.

Shared Decision-Making, Natural Resource and Landscape Planning Pilots

- The Province and participating Treaty 8 Nations will collaborate on two or more pilots, to advance shared decision-making on natural resource landscape planning and stewardship activities.
- The Parties will co-design the planning pilots with industry focussing on the major forestry and subsurface tenure holders in the areas selected.
- The Parties will seek consensus on the landscape plans. The plans will:
 - Set land use direction for resource development activities for short, medium, and long-term periods,
 - Assist the Parties with reducing the time and effort for effective operational consultation, and
 - Be adaptive, be legally effective, and if necessary, may result in regulatory reforms.

Carbon Credits

- The Province and interested Treaty 8 Nations will explore carbon credit opportunities, including new kinds of agreements which may provide benefits to Treaty 8 Nations, in association with new land protections, management, or restoration initiatives.

HONOURING THE TREATY

- The Parties will co-develop and implement a plan to promote respect for Treaty 8, for delivery over the next two years. The plan is expected to include the following kinds of topics and priorities.
- The plan may include the launch of an anti-racism task force.

Priority Topic 1: Communicating

- Issuing joint media releases on Treaty 8-BC collaboration.
- Issuing Ministerial statements acknowledging the importance of honouring the Treaty.
- Providing ongoing support for a local leaders table, between Treaty 8 leaders and local government elected leaders.

Priority Topic 2: Training and Awareness Building

- Engaging together in joint educational sessions, led by Treaty 8 representatives, with BC Task Force members and other staff involved in agreement development, about the history, context and meaning of the Treaty itself, including study of relevant caselaw.
- Engaging the public locally, to address racism and hate speech, such as through on social media.
- Engaging provincial prosecution and police services regarding enforcement of hate speech law.
- Building and making available ongoing local First Nation cultural training and anti-racism training for provincial public servants, which is required training. Similar training could be available for public servants in other orders of government.
- Initiate a conversation with the agencies responsible for the North Peace, Northern Rockies and Dawson Creek Regional Airports to dramatically increase the presence of Treaty 8 and indigenous culture at their facility, guided by a workplan and an advisory board of Treaty 8 community members, local government leaders, the Province, and airport agencies.

Priority Topic 3: Education and Community Services

- Develop an action plan to increase the availability and influence of Indigenous information and material in the regional K-12 system, and through local post-secondary institutions or other educational providers.
- Leverage existing funding and partnerships with industry through the Connectivity BC program to connect Indigenous communities to broadband internet services.
- Explore partnerships and funding to provide alternative energy sources to First Nation communities, such as gas, solar or geothermal energy.

SHARED ASSURANCE STATEMENTS

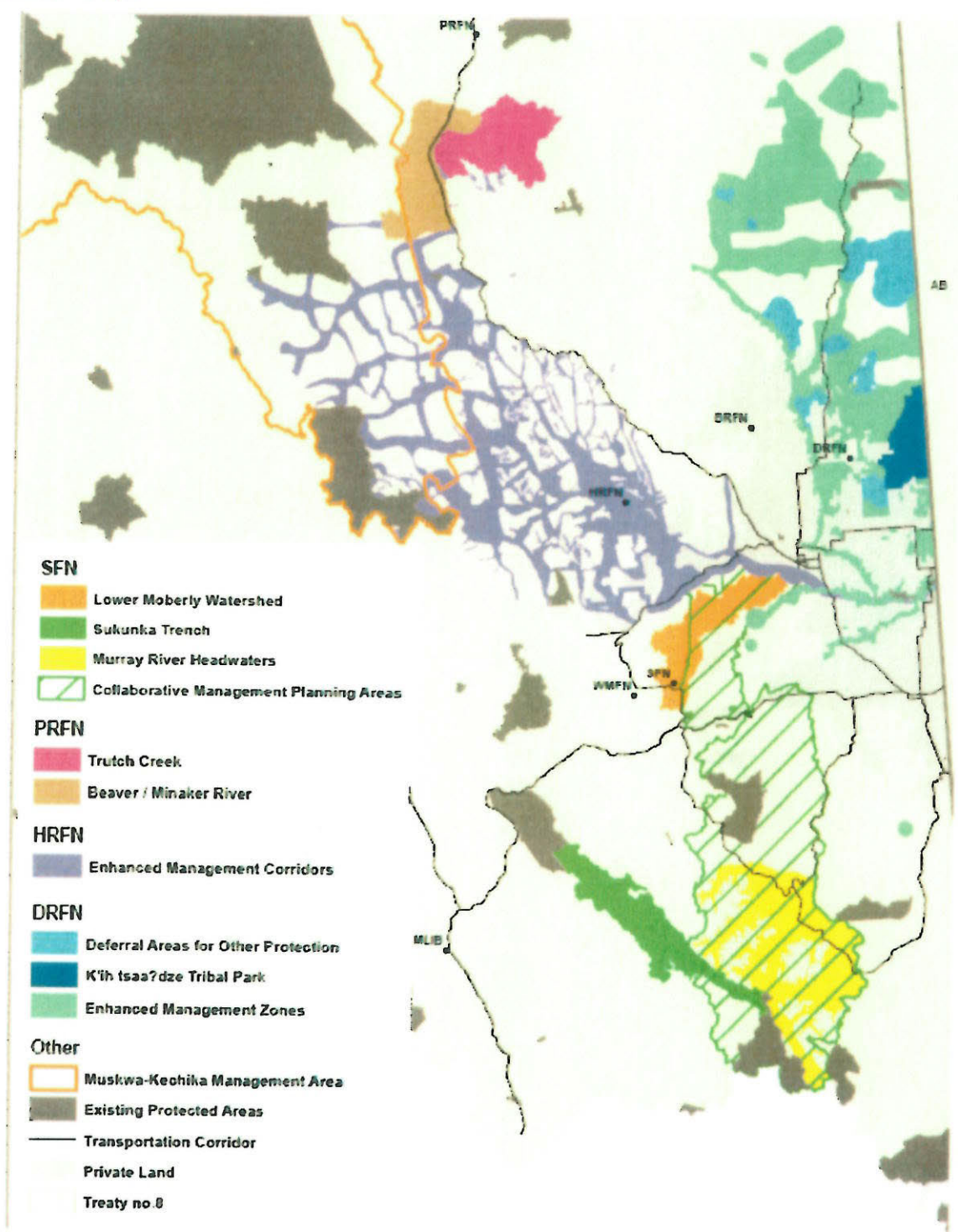
Acknowledgements and general terms

- The Parties acknowledge that the solutions to be mandated in this package are to help achieve:
 - shared reconciliation objectives and meaningful opportunities for the exercise of treaty rights and Indigenous ways of life,
 - the continuation of economic and social opportunities for Treaty 8 Nations and local communities in northeastern BC, including viable oil and gas and forestry sectors, and

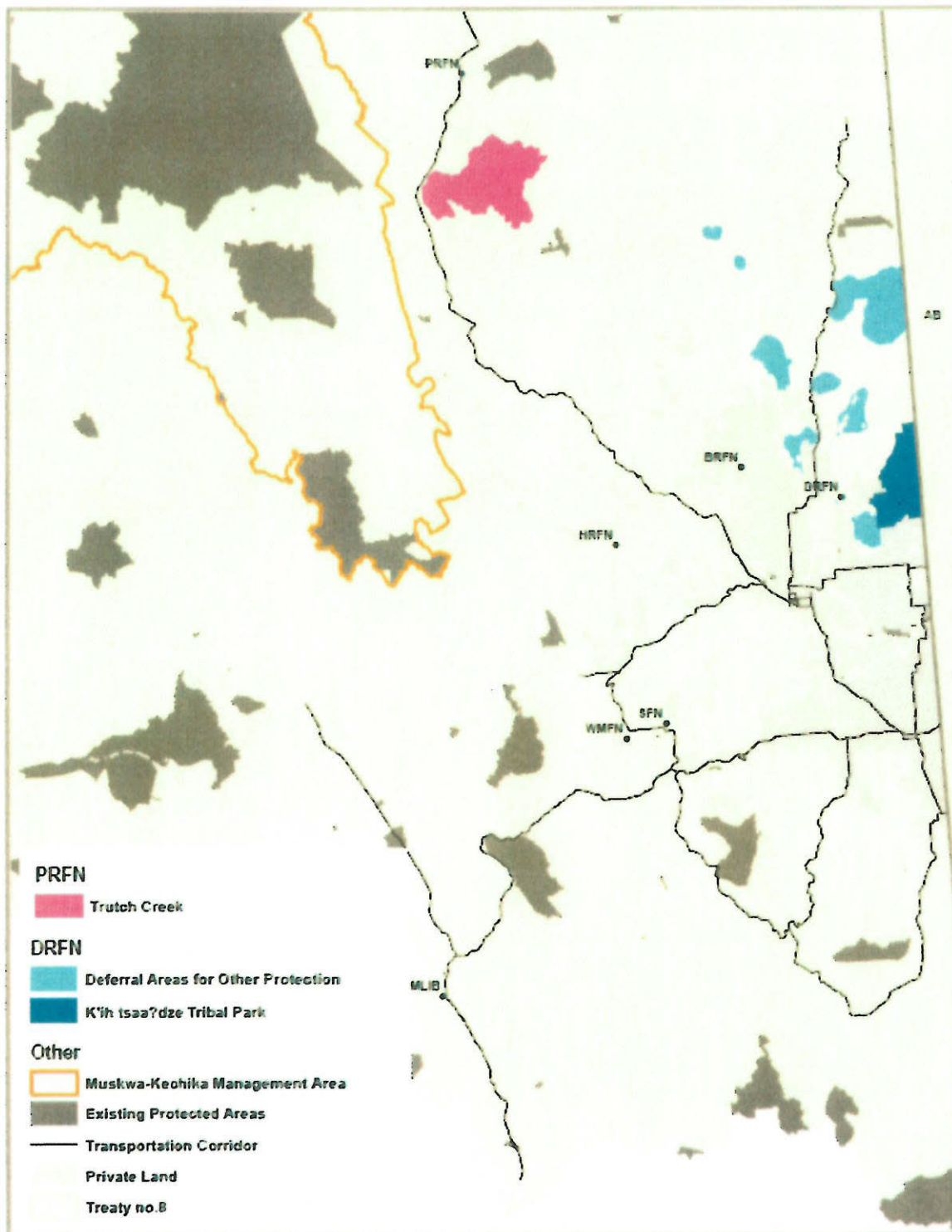
- the avoidance of significant negative economic effects in the region or large compensation liabilities for the Province.
- The Parties acknowledge the western boundary of Treaty 8 along the Arctic-Pacific divide.
- For greater certainty, the Parties also acknowledge that industrial sectors and local and regional economies are affected by a range of factors, trends, and circumstances, many of which are beyond the scope of these discussions and outside the control of the Parties.
- The Treaty 8 Nations agree not to initiate any new legal claims against the Province during the term of the agreement (next two years) by which the Nations assert that cumulative effects of development in aggregate are resulting in infringements of treaty rights.
- The land planning, shared decision-making and management initiatives involving new forms of Provincial and Treaty 8 Nation engagement are intended to result in more strategic and meaningful forms of engagement that will improve relations, enhance the consultation environment at the operational levels, and result in decision-making outcomes that better address concerns about cumulative effects and treaty rights.
- The economic benefits contribute to financial accommodation of impacts to Treaty 8 Nations' interests associated with new disturbance that may occur as a result of authorizations made during the term of the interim agreement.
- Notwithstanding the above, this does not otherwise prejudice Nations' ability to seek judicial reviews of any specific government decision on a land or resource activity based on consultation, accommodation, or infringement claims. Before the Nations (or one of them) bring such a challenge, the parties will undertake dispute resolution process (to be developed).
- The Parties recognize the need for consultation to occur with other First Nations potentially impacted by new land designations or management recommendations arising under the land-based initiatives in the interim agreement (e.g., new protected areas or interim zones being established).
- The Parties acknowledge that restoration funding, activities and outcomes may contribute towards addressing past impacts of development.
- The regionally managed Restoration Fund will report publicly how much of the funding each T8FN will have invested in their traditional territories.
- Agreement may be terminated by mutual agreement of the Parties, or by Treaty 8 First Nations acting together or by the Province after completion of a G2G dispute resolution process (to be developed).
- Future revenue sharing proposals under a new fiscal relationship, beyond the two-year bridge payment period of the interim agreement, will be tied to economic activity in the region and revenues generated within the region. Further, as the Parties negotiate either a replacement or extension of interim economic benefits bridging agreement in 2023/24, the funding model and amounts paid over the interim two-year period will be reviewed in light of on development activity during the term of the interim agreement and forecasted revenues for 2024/25.
- The Parties will seek to include Canada and connect work on conservation with federal protection targets and federal compensation, capital, and operating contributions as appropriate.

- The Parties agree that time is of the essence in advancing this work. As such, the Parties will work together expeditiously to develop a workplan concurrent to, or immediately following, receiving shared mandates.

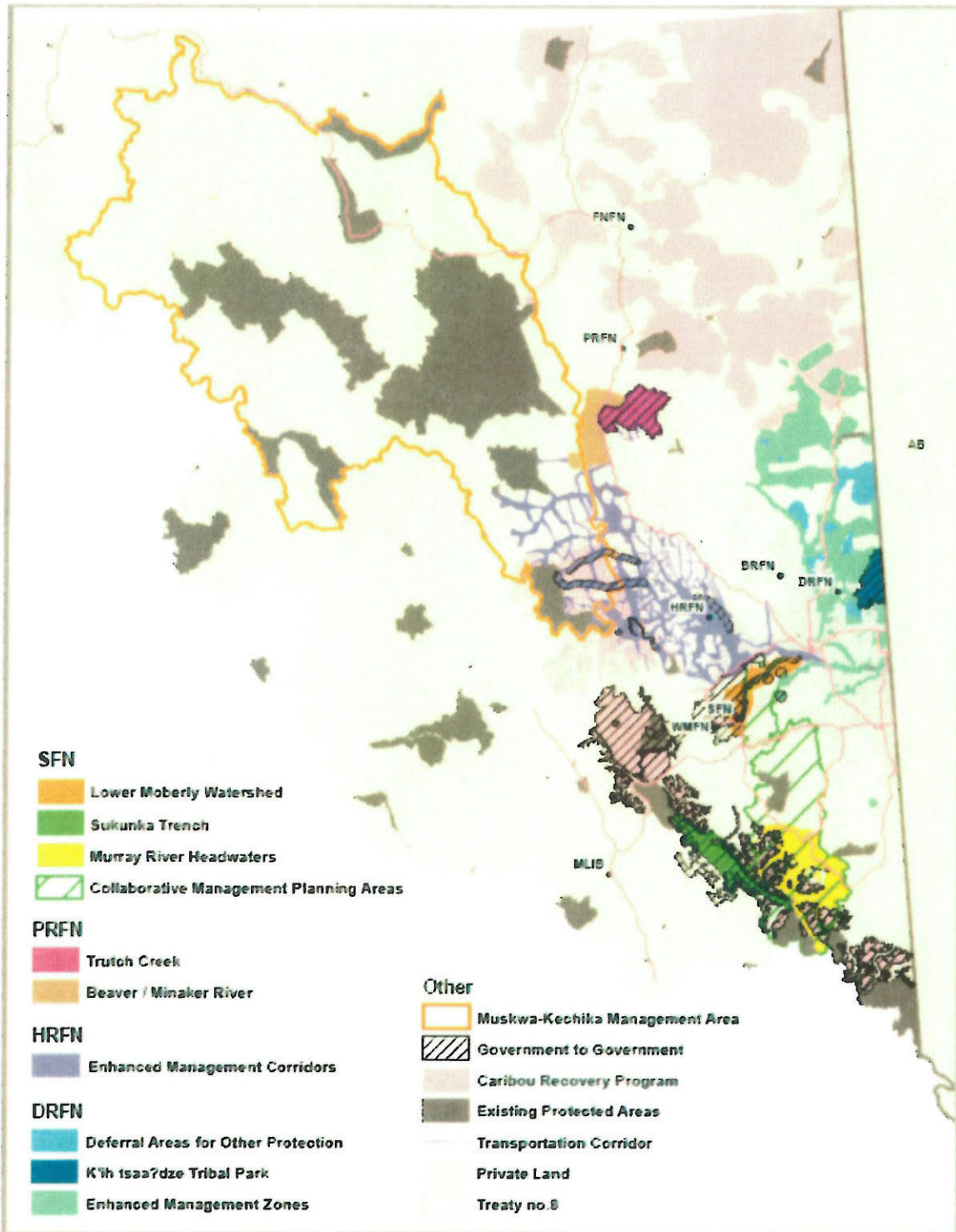
Appendix B - Map 1



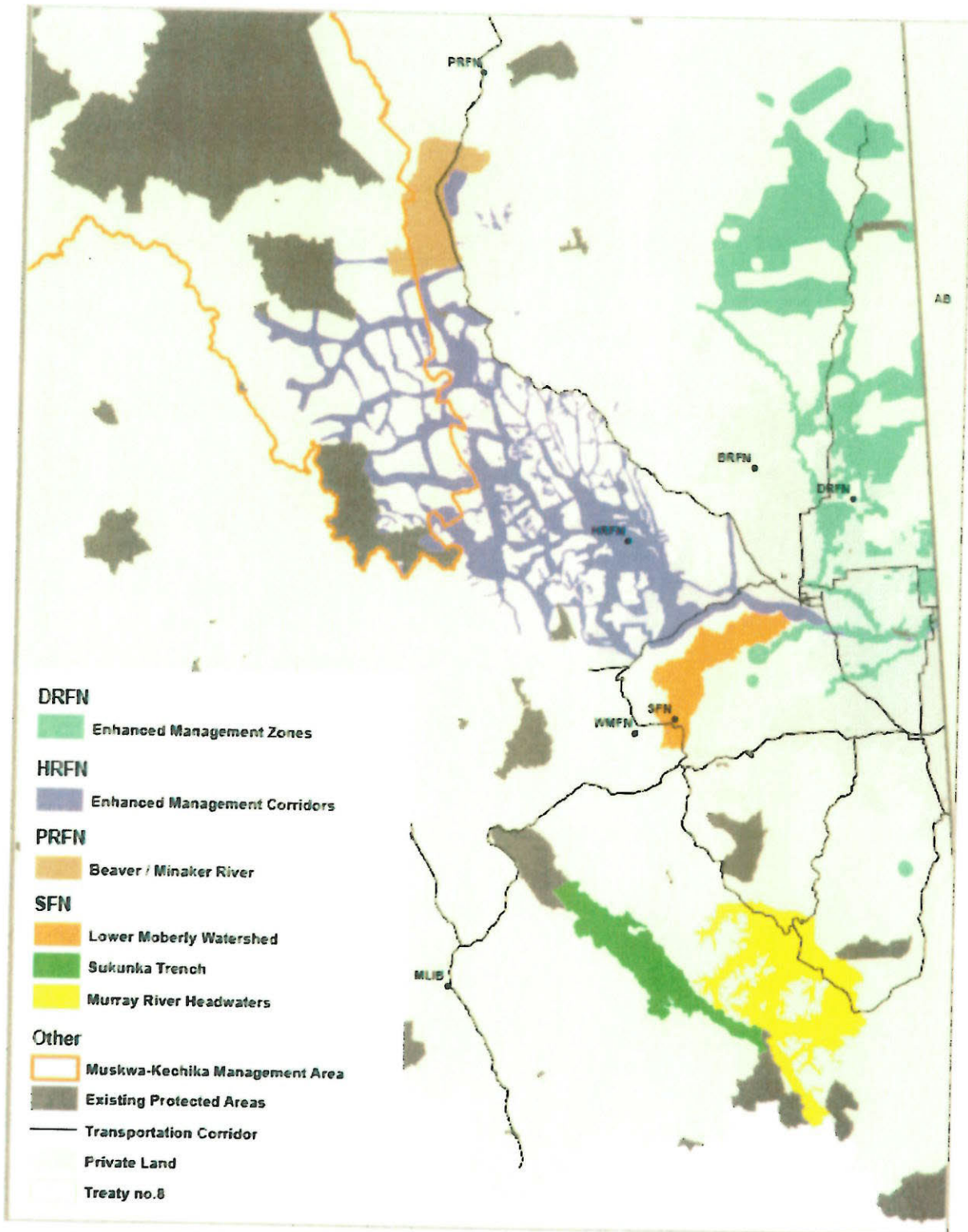
Appendix B – Map 2



Appendix B – Map 3



Appendix B – Map 4





Halfway River First Nation

**Forestry, Range, and Oil and Gas Mitigation Measures within
Enhanced Management Corridors**

November 30, 2022

Contents

Preamble.....	3
Map.....	4
Forestry Mitigations.....	5
In-Block Reserves	5
In-Block Residual Tree Retention.....	5
Landing and Roadside Debris Handling	5
Herbicide Use.....	5
Stocking Standards and Site Plans	6
Roads.....	6
Riparian Management Areas	6
Controlled Burns	6
Range Mitigations	7
General.....	7
Oil and Gas Mitigations.....	8
Seismic	8
Roads.....	8
Borrow / Aggregate Pits.....	9
Pipelines.....	9
Riser / Pigging Sites / Cathodic Protection Posts etc.	10
Wellsite	10
Compressor Sites, Disposal Wells, Water Storage Facilities, Processing Facilities	10
Definitions.....	12

Preamble

The mitigation measures listed in this document are intended to be used within Halfway River First Nation's (HRFN) identified Enhanced Management Corridors (EMC). The mitigation measures are a small but critically important step in giving effect to the Province's commitments to HRFN under the Consensus Document including implementing new land protection measures, establishing new forms of co-management, and advancing an interim zoning strategy for the EMC. Mitigation measures are presented by industry: range, forestry, and oil and gas. Mining has not been included at this time.



The mitigation measures have been developed at the operational level and are intended to be achievable and enforceable. In many cases, through direct engagement with HRFN, industry has already been practicing these mitigation measures.

All mitigation measures listed are written with the understanding that they will apply to all pending and future applications for forestry, oil and gas, and range activities in the EMC, either as conditions pursuant to existing regulations or by means of an interim ELUC order followed by regulatory reform. Halfway's consent is required to vary or waive a specific measure.

HRFN considers the entire land base to be of importance. Enhanced mitigation measures within the EMC are a starting point to balanced resource extraction everywhere. These measures are not intended to be exhaustive or final, but rather a first step towards co-managing the land in a way that better protects Treaty rights.



Halfway River First Nation Enhanced Mgmt Corridors

-  Enhanced Management Corridors
-  Halfway River First Nation

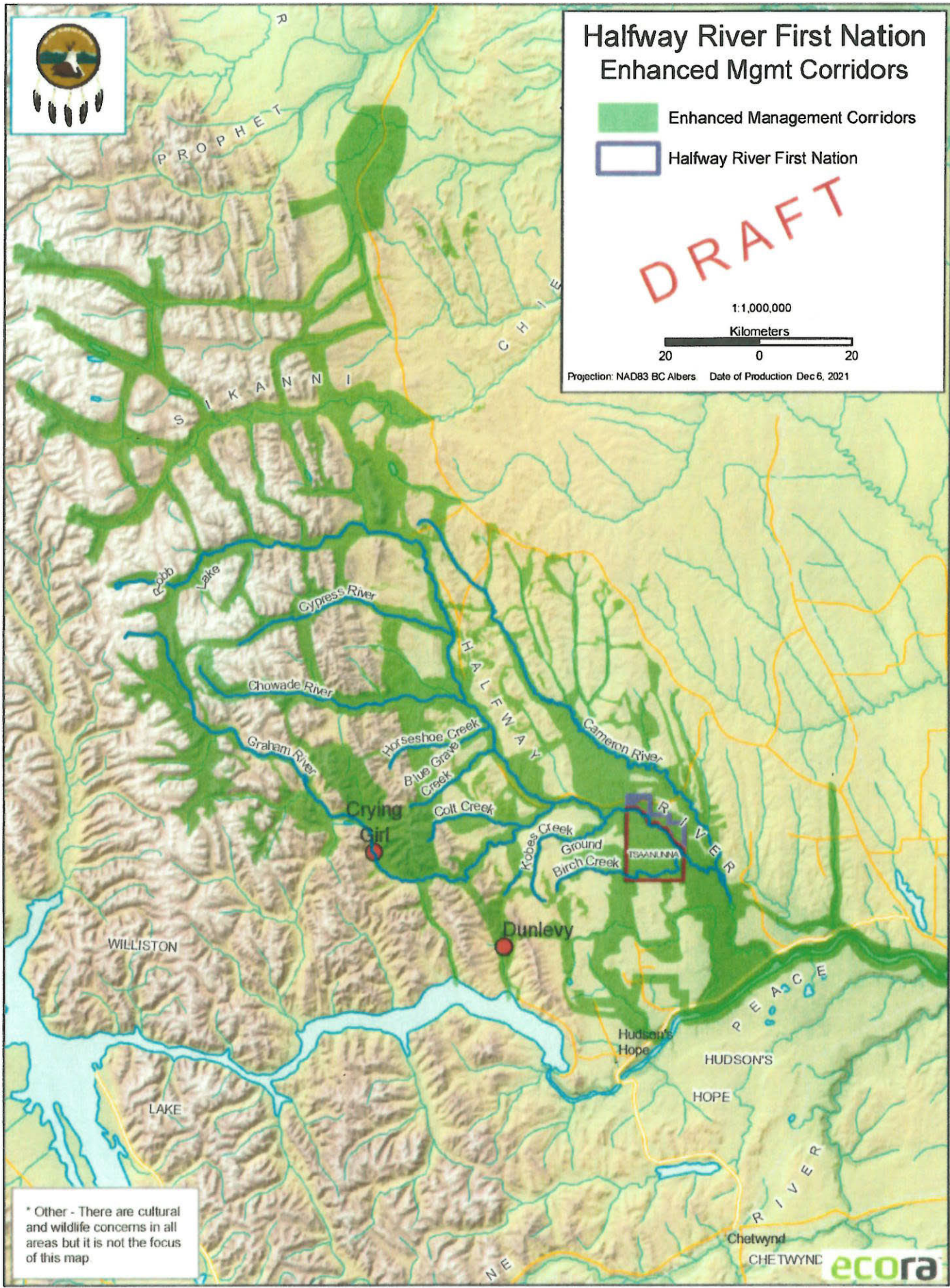
DRAFT

1:1,000,000

Kilometers

20 0 20

Projection: NAD83 BC Albers Date of Production Dec 6, 2021



* Other - There are cultural and wildlife concerns in all areas but it is not the focus of this map

Forestry Mitigations

In-Block Reserves

- Reserves must be designed as **in-block reserve corridors** within the cutblock. Preferential reserve corridors include those adjacent to non-classified drainages, streams, and wildlife trails.
- Reserves may form patches around significant wildlife features, such as mineral licks.
- When reserves form patches, the patches must be connected to reserve corridors.
- If reserve areas are diseased or infected, they may be harvested.

In Block Residual Tree Retention

- A minimum of 8 - 20 live trees per hectare are to be retained within the cutblock.
 - Trees may be of any species, immature or mature, and individually scattered or retained in small patches.
 - Subsequent blowdown is acceptable.

Landing and Roadside Debris Handling

- Large woody debris pile burning is prohibited.
- Coarse woody debris is to be deposited roughly in long rows of about 1 meter high and 2 to 3 meters wide, as **Coarse Woody Debris corridors** ("CWD corridors").
- Fine debris (e.g., smaller branches, twigs, needles, etc.) is to be spread on the road, landing and/or inside the block.

Herbicide Use

- Aerial herbicide application is prohibited.
- Spot herbicide application is permitted only in instances to reduce grass competition.
- When spot broadcast herbicide application, a 30 to 50 meter no-spray zone along cutblock edges must occur.

Stocking Standards and Site Plans

- Natural regeneration is preferred.
- Where planting occurs, cutblocks must be reforested as **mixedwood** stands.

Roads

- Roads may not **cross through** a mineral lick.
- Wildlife trails must be identified during planning. A written plan for maintaining the natural pathways during construction and operational phases must be completed.
- **Restoration** at decommissioning must occur.
- Temporary workspaces must be restored as soon as practicable after construction.
- Roads must have **access restrictions** installed at identified Right-of-Way intersections.
- If paralleling a **Class A watercourses** (S1, S2), a minimum 100 meter setback from the top of bank must occur.
- Roads crossing through all classes and sizes of wetlands must follow a written plan for maintaining the natural flow of water across the road.
- Construction and operational / maintenance plans must identify all mitigation measures including, but not limited to: fish habitat crossing methods, identified mineral licks, wetlands and associated timing of activities through wetlands, ROW intersection points and associated access block mitigation measures.

Riparian Management Areas

- For fish bearing streams (S1 – S4), the **riparian management area** may not be harvested.
- If reserve areas are **diseased or infected**, they may be harvested.

Controlled Burns

- Consultation with HRFN must occur prior to burn authorization.

Range Mitigations

General

Tenure Licences and Leases and range use plans must be immediately amended to include conditions that provide Tenure Holders must:

1. Keep cattle off mineral licks;
2. Keep cattle out of water bodies, including associated riparian management areas;
3. Monitor cattle at least every two days to ensure cattle are not on a mineral lick or within a waterbody and its associated riparian management area, and must take date stamped photos confirming same;
4. Not place salt blocks within 400 meters from a trapline cabin or a mineral lick;
5. Utilize watering mechanisms and / or non hydrologically connected dugouts for livestock watering;
6. When installing or repairing fencing, utilize **wildlife friendly fencing**;
7. Remove cattle from their range tenure as of August 15 each season; and
8. Provide monthly reports including date stamped photos and written confirmation that measures (1) to (5) are being accomplished.

Oil and Gas Mitigations

Seismic

- Lines may not **cross through** fish habitat without a DFO Letter of Advice or DFO Authorization.
- Lines may not **cross through** identified mineral licks.
- Lines within mapped wetlands to be constructed during frozen conditions only.
- Mulching is prohibited.
- Lines intersecting with roads must have **dog-legs**.
- Lines must have **access restrictions** installed at identified Right-of-Way intersections.
- Construction and operational / maintenance plans must identify all mitigation measures including, but not limited to: fish habitat crossing methods, identified mineral licks, wetlands and associated timing of activities through wetlands, ROW intersection points and associated access block mitigation measures.

Roads

- Roads may not **cross through** a mineral lick.
- Wildlife trails must be identified during planning. A written plan for maintaining the natural pathways during construction and operational phases must be completed.
- **Restoration** at decommissioning must occur.
- Temporary workspaces must be restored as soon as practicable after construction.
- Roads must have **access restrictions** installed at identified Right-of-Way intersections.
- If paralleling a **Class A watercourses (S1, S2)**, a minimum 100 meter setback from the top of bank must occur.
- Roads crossing through all classes and sizes of wetlands must follow a written plan for maintaining the natural flow of water across the road.
- Construction and operational / maintenance plans must identify all mitigation measures including, but not limited to: fish habitat crossing methods, identified mineral licks, wetlands and associated timing of activities through wetlands, ROW intersection points and associated access block mitigation measures.

Borrow / Aggregate Pits

- Borrow pits must be constructed to allow for wildlife egress.
- Borrow pits are considered ecological traps¹ and, wherever practicable, must not contain water.
- Borrow pits that contain water must be **naturalized** after construction.
- Borrow pits must not be hydrologically connected to any class or size of wetland, waterbodies or ditches.
- A minimum 100 meter setback from the top of bank of **Class A watercourses** (S1, S2) must occur.
- Visual buffers between access roads and borrow pits must occur.
- Wherever practicable, the natural contour of the borrow pit must be restored during the decommissioning phase of a wellsite and / or road.
- Construction and operational / maintenance plans must identify all mitigation measures including, but not limited to: confirmation that borrow pits are not hydrologically connected, slope, drainage patterns, and naturalization plans.

Pipelines

- Overall pipeline right-of-way width must be minimized to the extent practicable; Where access is not required, **rollback** and natural regeneration must occur.
- Pipelines may not **cross through** fish habitat without a DFO Letter of Advice or DFO Authorization.
- Pipelines may not **cross through** identified mineral licks.
- Where pipelines cross non classified drainages, creeks, waterbodies or wetlands, the pipeline **Riparian Management Area** must be restored.
- Pipelines must have **access restrictions** installed at identified Right-of-Way intersections.
- Wildlife trails must be identified during planning. A written plan for maintaining the natural pathways during construction and operational phases must be completed.
- Right of ways through Crown forested land must not be maintained in a manner that is conducive to livestock grazing.
- **Broadcast herbicide treatment** is prohibited; **spot herbicide treatment** may be applied as necessary.
- Pipelines adjacent to other ROW's must consider thresholds for cumulative impacts.
- Construction and operational / maintenance plans must identify all mitigation measures including, but not limited to: permanent pipeline right-of-way width, riparian management area

¹ An ecological trap occurs when an animal prefers or chooses one habitat over another but the chosen habitat is lower in habitat quality.

machine-free zones, other machine-free zones (mineral licks, for example), animal trails, and access blocks.

Riser / Piggings Sites / Cathodic Protection Posts etc.

- A minimum 100 meter setback from the top of bank of Class A watercourses (S1, S2) must occur.
- Above ground facilities must not be within a riparian management area.
- **Broadcast herbicide treatment** is prohibited; **spot herbicide treatment** may be applied as necessary.
- Motorized vehicles may not **cross through** fish bearing waterbodies for access.
- Above ground facilities should be located adjacent to roads wherever practicable.
- Piggings sites must not be located within any class or size of wetland.

Wellsite

- A minimum 100 meter setback from the top of bank of Class A watercourses (S1, S2) must occur.
- Wellsites within any class or size of wetland must follow a written plan for maintaining the natural flow of water through the wellsite.
- Wellsites must not be built in a manner that destroys a mineral lick.
- **Broadcast herbicide treatment** where fire hazard risk is not a concern is prohibited; **spot herbicide treatment** of noxious weeds is permitted.
- Chemical and waste storage tanks must be double-walled.
- **Interim reclamation** areas must be identified on construction plans.
- **Interim reclamation** must occur after final construction. Pervasive, agronomic species must not be used.
- If flaring and dehydration will occur, **air quality monitoring** and reporting must occur.
- Monitor and record wildlife activity on wellsites. Records must be submitted to HRFN upon request.

Compressor Sites, Disposal Wells, Water Storage Facilities, Processing Facilities

- HRFN encourages proponents to avoid placing compressor sites, disposal wells, water storage facilities, and processing facilities within Enhanced Management Corridors.

- If a compressor site, disposal well, water storage facility, and processing facility is proposed within an Enhanced Management Corridor, custom engagement with the HRFN Lands Department must occur.

Definitions

Air quality monitoring

Passive or active monitoring of air contaminants.

Access restriction

Measure to reduce sightlines to discourage human use and deter predator efficiency along a linear corridor. Measures include woody debris piles, earth berms, fences, and gates.

Broadcast herbicide treatment

A broadcast application, aka blanket application, covering a large area with a uniform amount of herbicide. It may consist of an ATV with a boom sprayer.

Class A watercourse

A fish-bearing creek or river given a classification of S1 or S2 according to the *BC Environmental Protection and Management Regulation*.

Coarse woody debris corridors

Logging debris that is piled in a windrow one to two meters wide and one meter high in linear rows that is attached to the adjacent timber.

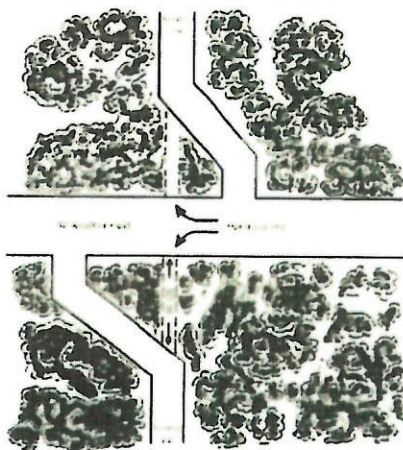
Cross through

Traversing directly through a waterbody, such as a river, with a motorized vehicle.

Dog leg

A bend in a right-of-way. A line-of-sight seismic mitigation technique used when intersecting roads and / or to minimize sightlines. Refer to the figure below.

(Figure copied from: Yukon Government. 2006. Best Management Practices for Seismic Exploration. https://emrlibrary.gov.yk.ca/oilandgas/bmp/seismic_exploration.pdf)



In-block reserve corridors

A group of trees reserved from harvesting that traverses a cutblock in a perpendicular manner and is attached on at least two sides of a cutblock boundary.

Interim reclamation

Reclamation of portions of a well lease site that are not needed for construction or maintenance activities. Involves natural regeneration or planting of shrubs and trees, but does not include the application of pervasive, agronomic seed mixtures. Interim reclamation would typically commence after final well completion.

Mixedwood

A mixedwood stand means an area in which, at rotation age, (a) the coniferous trees, collectively, and (b) the deciduous trees, collectively, each represent a minimum of 20% of the net merchantable volume of timber on the area.

Naturalized

A borrow pit that is designed to emulate the surrounding natural environment.

Restoration

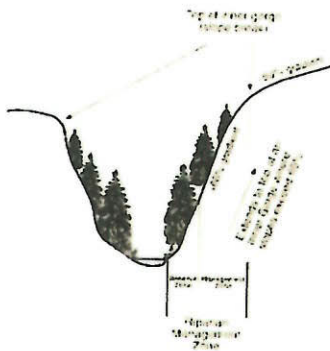
Returning a restoration area to self-sustaining successional trajectory with suitable ecological function, integrity, and biodiversity in consideration of regional and landscape level ecological equilibrium.

Riparian management area

The vegetated area surrounding a waterbody or wetland that is classified as riparian vegetation, the outer edge or an active floodplain, or where a waterbody is incised into a hillslope or valley bottom, the area from the high-water mark to the slope break. See the image below for reference.

(Forest Practices Code. 1995. Riparian Management Area Guidebook.

<https://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/silviculture/silvicultural-systems/silviculture-guidebooks/riparian-management-area-guidebook>)



Rollback

Non-merchantable trees, tree tops, stumps and other wood sources applied directly on the right of way during post construction activities. Generally little effort is employed to remove branches etc. Logs are simply piled during construction and rolled back on the site once operations are complete.

Vinge, T. and M. Pyper. 2012. *Managing woody materials on industrial sites: Meeting economic, ecological, and forest health goals through a collaborative approach*. Department of Renewable Resources, University of Alberta, Edmonton, Alberta. 32 pp.

<https://era.library.ualberta.ca/items/4cf58549-d130-4540-85b7-6484b2694573/view/ed436469-4617-4057-8e6b-3d25a6204a62/WoodyDebrisFinal-Issuu.pdf>

Spot herbicide treatment

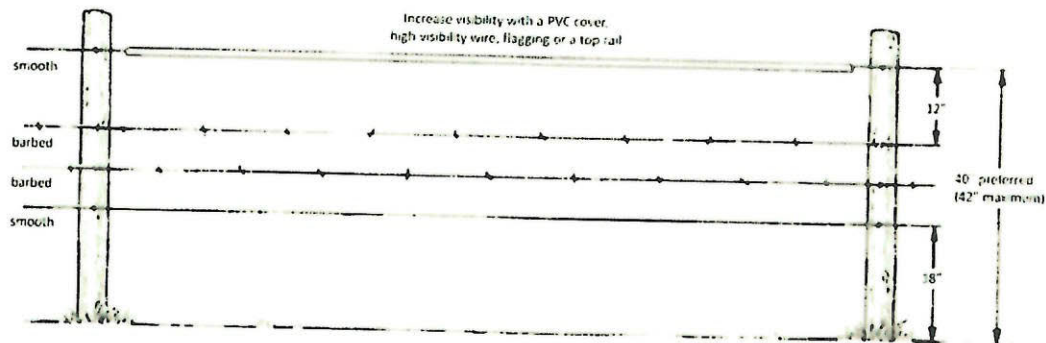
A precise application of herbicide onto a targeted individual plant. It may consist of a handheld or backpack sprayer with an adjustable nozzle.

Wildlife friendly fencing

A wildlife friendly fence is one that does not prevent a barrier to wildlife. For more information, please refer to publications such as this one: *A Landowner's Guide to Wildlife Friendly Fences: How to Build Fences with Wildlife in Mind*. Government of Saskatchewan. 2016.

[https://pubsaskdev.blob.core.windows.net/pubsask-prod/95177/95177-Landowner's Guide to Wildlife Friendly Fences.pdf](https://pubsaskdev.blob.core.windows.net/pubsask-prod/95177/95177-Landowner's%20Guide%20to%20Wildlife%20Friendly%20Fences.pdf)

Ideal Wildlife Friendly Fence



The friendliest fences are very visible and allow wild animals to easily jump over or slip under the wires or rails