

Environmental Assessment Collaboration Agreement



LAKE BABINE NATION



BRITISH
COLUMBIA



**Lake Babine – Province of British Columbia Environmental Assessment
Collaboration Agreement**

BETWEEN:

The Minister of Environment and Climate Change Strategy

AND:

Lake Babine Nation, as represented by Chief and Council (“**Lake Babine**”)
(collectively the “**Parties**” and individually a “**Party**”)

WHEREAS

- A. Lake Babine Nation is an Aboriginal people of Canada with Aboriginal rights and title including an inherent right of self-government recognized and affirmed under section 35 of the *Constitution Act, 1982*, within a Territory in central British Columbia, which is illustrated in Schedule “A” of this Agreement and to which it remains deeply connected to this day. Lake Babine has five communities within the Territory and an extensive population residing away from the Territory.
- B. Projects that proceed under the *Environmental Assessment Act*, SBC 2018, c. 51 (“EA Act (2018)”) can have significant, complex, and long-lasting impacts on humans and the natural environment; as such Lake Babine and the Province share a strong interest in deciding whether those projects can proceed in the Territory.
- C. In May 2018, the Province adopted *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples* (“Relationship Principles”).
- D. On September 13, 2017 the Province of British Columbia (“Province”) committed to working in partnership with Indigenous peoples to embrace and implement the *United Nations Declaration on the Rights of Indigenous Peoples* (“UNDRIP”), and it has enacted the *Declaration on the Rights of Indigenous Peoples Act* SBC 2019, c.44, which provides a framework for the implementation of UNDRIP in British Columbia. The EA Act (2018), which seeks to further advance reconciliation and support implementation of UNDRIP, came into force on December 16, 2019.
- E. Lake Babine, the Province and Canada entered into the Lake Babine Foundation Agreement on September 18, 2020. The Foundation Agreement provides both significant immediate measures to start transforming the Parties’ relationship and Lake Babine’s reality as well as a detailed 20-year road map of milestones to progressively and collaboratively implement Lake Babine rights and title in accordance with the Relationship Principles and UNDRIP and build a strong working relationship between Lake Babine, the Province and Canada on issues of mutual interest or concern.
- F. The Foundation Agreement contains a shared decision-making milestone for environmental

assessments under which Lake Babine and the Province will negotiate and seek to reach an agreement on the conditions under which s. 7 of the EA Act (2018) would be effective and require Lake Babine consent for a reviewable project to proceed. Implementing this Foundation Agreement milestone would bring the Lake Babine-Province relationship into significantly stronger alignment with the Relationship Principles and UNDRIP. The Foundation Agreement sets out key steps towards achieving this milestone, one of which is concluding a Lake Babine-Province environmental assessment process collaboration agreement under s. 41 of the EA Act (2018).

- G. This Lake Babine – Province of British Columbia Environmental Assessment Collaboration Agreement is the Parties’ agreement under s. 41 of the EA Act (2018) and contributes to the Province meeting its obligations to Lake Babine under s. 35 of the *Constitution Act, 1982*. This Agreement also contributes to the implementation of the Relationship Principles and UNDRIP in accordance with the *Declaration on the Rights of Indigenous Peoples Act, SBC 2019, c. 44* and advances the Parties’ work under the Lake Babine Foundation Agreement towards meeting the conditions under which s. 7 of the EA Act (2018) would be effective.
- H. Lake Babine intends to participate in all environmental assessments in accordance with this Agreement for reviewable projects proposed partly or wholly within the Territory, or where there is a reasonable possibility that Lake Babine or its Aboriginal rights and title recognized and affirmed under Section 35 of the *Constitution Act, 1982* could be affected by a project.
- I. The Parties are entering into this Agreement to support informed decision-making on projects proposed under the EA Act (2018) under their respective decision-making processes.

1. Definitions

“Agreement” means this Lake Babine – Province of British Columbia Environmental Assessment Collaboration Agreement;

“Amendment Assessment Report” means a document prepared for the decision-maker that may include any recommendation on whether to make an amendment to an EA Certificate or Exemption Order under s. 32 of the EA Act (2018);

“Assessment Plan” means the plan described in s. 19(2)(b) of the EA Act (2018);

“CEAO” means the Chief Executive Assessment Officer as defined in the EA Act (2018);

“Chief” means the elected leader of the government of Lake Babine under the *Indian Act, RSC, c. I-5*;

“Chief and Council” means the elected government of Lake Babine under the *Indian Act RSC, c. I-5*;

“Application” means an application for an EA Certificate under s. 27 of the EA Act (2018);

“Certificate Holder” means the holder of an EA Certificate or Exemption Order;

“Detailed Project Description” means the description submitted under s. 15(1) of the EA Act (2018);

“EA Act (2018)” means the *Environmental Assessment Act*, SBC 2018, c. 51, as may be amended from time to time;

“EA Certificate” means an Environmental Assessment Certificate issued by the Ministers under s. 29(4) of the EA Act (2018);

“EAO” means the Environmental Assessment Office that is continued under the EA Act (2018);

“Early Engagement” means the phase of the Environmental Assessment process which is described in Part 4 of the EA Act (2018) and begins with the submission of an Initial Project Description and Engagement Plan by the Proponent to the CEAO;

“Engagement Plan” means the plan submitted under s. 13.1(b) in the EA Act (2018);

“Environmental Assessment” means an environmental assessment under the EA Act (2018);

“Exemption Order” has the same meaning as in the EA Act (2018);

“FAA” means the *Financial Administration Act*, RSBC 1996, c. 138;

“Foundation Agreement” means the Lake Babine Foundation Agreement dated September 18, 2020, as may be amended;

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165;

“Information Requirements” means the information requirements as described in s. 19(2)(c) of the EA Act (2018);

“Initial Project Description” means the description submitted under s. 13(1) of the EA Act (2018);

“Meet” and “Meeting” means a discussion, whether in-person, by phone, or online;

“Minister” means the Minister of Environment and Climate Change Strategy, or the Responsible Minister and Ministers means both, or either of their deputy or associate deputy;

“Participating Indigenous Nation” has the same meaning as in the EA Act (2018);

“Process Order” has the same meaning as in the EA Act (2018);

“Project Notification Report” means the report that is prepared for the CEAO and that documents the review process and any conclusions related to a project notification received under s. 10(1) of the EA Act (2018);

“Proponent” has the same meaning as in the EA Act (2018);

“Regulatory Coordination Plan” means the document developed to support the coordination of processes to help ensure that issues raised in the Environmental Assessment are understood and managed by the appropriate agencies;

“Responsible Minister” has the same meaning as in the EA Act (2018);

“Section 35 Rights” means the Aboriginal rights, including Aboriginal title, of Lake Babine Nation that are recognized and affirmed under section 35 of the *Constitution Act, 1982*;

“Socio-Economic Framework” means the Lake Babine Nation Socio-Economic Framework as set out in Schedule “C”;

“Sustainability Framework” means the Lake Babine Nation Sustainability Framework set out in Schedule “B”;

“Sustainability Recommendation” means the recommendations made under s. 29(2)(b)(i) in the EA Act (2018);

“Technical Advisory Committee” means the committee established under s. 21(1) of the EA Act (2018); and

“Territory” means the area that Lake Babine identifies as the area where it holds Section 35 Rights, and which is shown in Schedule “A” of this Agreement.

2. Purpose

2.1 The purpose of this Agreement is to set out how Lake Babine and the EAO will collaborate on Environmental Assessments where Lake Babine is a Participating Indigenous Nation as well as related processes under the EA Act (2018), and coordinate their respective processes and decision-making in order to:

- a. foster a strong working relationship on these significant land and resource development decisions;
- b. foster rigorous assessments that support informed decision-making by Lake Babine and the Province under their respective decision-making processes and that promote sustainable economic development;
- c. support the EAO meeting its purposes under s. 2 of the EA Act (2018), including the process of reconciliation with Lake Babine;
- d. increase clarity and predictability on how Environmental Assessments will unfold; and
- e. advance the Parties’ work under the Foundation Agreement’s Shared Decision-Making Milestone 6: Environmental Assessments toward meeting the conditions under which s. 7 of the EA Act (2018) would be effective.

3. Principles

3.1 The Parties’ work under this Agreement will be guided by the following principles:

- a. Lake Babine and the Province are each a government with its own jurisdiction, responsibilities and aspirations;

- b. the Parties will work together in a respectful, collaborative and transparent manner;
- c. the Parties recognize that maintaining continuity in their representatives will help Environmental Assessments proceed efficiently and help the Parties build a strong working relationship;
- d. the Parties' representatives will make all reasonable efforts to identify and work through their differing perspectives, resolve disagreements, and achieve mutual understanding, including on recommendations;
- e. the Parties' representatives will strive to achieve consensus on key decision points as set out in this Agreement;
- f. the scope of Lake Babine's involvement in Environmental Assessments, including consensus-seeking activities, will be collaboratively determined and will be in relation to potential project effects on Lake Babine and its Section 35 Rights;
- g. the Parties recognize that financial and human resource capacity is essential to meaningful participation in Environmental Assessments and anticipate that Lake Babine will need additional capacity funding beyond that which the EAO provides for the processes under this Agreement; and
- h. the Parties acknowledge the Province's legal obligations, including procedural fairness obligations, towards other parties affected by Environmental Assessments, such as other Indigenous groups, Proponents, Certificate Holders, and Canada.

4. Application of Agreement

- 4.1 This Agreement applies to all projects that are subject to or may eventually be subject to the EA Act (2018) and that are proposed within the Territory or that have a reasonable possibility of affecting Lake Babine or its Section 35 Rights.
- 4.2 If Lake Babine, or a Lake Babine owned or controlled entity, is the Proponent of the project undergoing the Environmental Assessment, Lake Babine and the EAO will discuss and seek to reach agreement on whether this Agreement will apply, and if so, whether the situation warrants any modifications to this Agreement.

5. Parties' Decision-Making Processes, Factors and Criteria

- 5.1 The Province's decision-making process and decision-making factors are established in the EA Act (2018) and associated regulations and policies, which are available on EAO's website.
- 5.2 Lake Babine's decision-making process and decision-making criteria for Environmental Assessments are available on the Lake Babine website (www.lakebabine.com) and on request. In particular:

- a. Chief and Council are Lake Babine’s decision-maker at the major decision points in the Environmental Assessment process, as specified in this Agreement.
- b. The criteria that inform Lake Babine’s decision on whether they consent to issuing the EA Certificate under s. 29(2)(c) of the EA Act (2018) are:
 - i. whether the project is sustainable for Lake Babine, its Section 35 Rights and its Territory;
 - ii. whether the project includes sufficient and reliable measures to manage any potential negative socio-economic impacts on Lake Babine communities and members;
 - iii. whether the project will bring significant benefits to Lake Babine, in keeping with the level of project impacts on Lake Babine, its Section 35 Rights and its Territory; and
 - iv. whether the Proponent and Lake Babine are in a respectful relationship that includes significant Lake Babine involvement in the project, in keeping with the nature and level of project impacts on Lake Babine, its Section 35 Rights and its Territory.

5.3 Lake Babine has a Sustainability Framework and a Socio-Economic Framework, which are included as Schedules “B” and “C” of this Agreement, to guide its analysis for those decision-making criteria set out in s. 5.2(b).

5.4 Lake Babine and the EAO will notify each other in a timely manner of any change to their policies or decision-making processes that may impact the implementation of this Agreement, including changes to the Sustainability Framework and Socio-Economic Framework, and will offer to Meet to discuss any substantive changes. Should Lake Babine revise its Sustainability Framework or Socio-Economic Framework, the Parties will seek to reach agreement on any amendments to this Agreement that may be required.

6. Topics to discuss with Proponents

6.1 Lake Babine and the EAO will encourage Proponents to take the following approach to engaging with Lake Babine on their proposed project:

- a. review available information about Lake Babine, including:
 - i. the Foundation Agreement;
 - ii. its policies relating to natural resources development;
 - iii. its decision-making process for Environmental Assessments; and
 - iv. Lake Babine’s decision-making criteria as identified in s. 5.2(b) of this Agreement and its associated Sustainability Framework and Socio-Economic Framework;

- b. reach out to Lake Babine’s natural resources referrals officer or any other representative designated by Chief and Council as early as possible, ideally before submitting the Initial Project Description and Engagement Plan to the EAO;
- c. offer to meet with Lake Babine’s representatives in person;
- d. recognize that:
 - i. Lake Babine’s government and staff face heavy demands on their time and allow time for response;
 - ii. Lake Babine is a large Nation consisting of five communities and significant urban membership, which increases the time and cost to engage the membership; and
 - iii. Lake Babine will not identify all of its questions, interests and concerns right away and its views may evolve over time;
- e. provide as much information as possible about the proposed project, including by answering Lake Babine’s questions, responding to any Lake Babine concerns, and providing information to support Lake Babine decision-making in accordance with Lake Babine’s decision-making criteria and the associated Sustainability Framework and Socio-Economic Framework;
- f. offer Lake Babine the opportunity to participate in the design and conduct of any studies to inform the Environmental Assessment, including baseline studies;
- g. seek Lake Babine’s feedback on their proposed Initial Project Description and Engagement Plan before filing them with the EAO;
- h. hear and consider Lake Babine’s preliminary views on the project;
- i. seek to obtain Lake Babine’s Indigenous knowledge in accordance with the Indigenous knowledge principles outlined in s. 8 of this Agreement to inform their proposed project and project-related submissions to the EAO; and
- j. seriously consider any capacity funding requests by Lake Babine to supplement funding provided under the EA Act (2018) in light of the project’s potential effects on Lake Babine and its Section 35 Rights.

7. Commitments Regarding Other Participating Indigenous Nations

7.1 For greater certainty, this Agreement in no way limits the participation of other Indigenous nations in Environmental Assessments.

7.2 Where Lake Babine and another Indigenous nation have a disagreement that could hinder a collaborative approach to the Environmental Assessment, Lake Babine will:

- a. communicate to that Indigenous nation its concerns and any potential solutions for resolving them; and
- b. seriously consider using the dispute resolution process established under s. 5 of the EA Act (2018), where available.

8. Use and Protection of Indigenous Knowledge

8.1 Lake Babine Indigenous knowledge belongs to Lake Babine or the Lake Babine member that shared it, including where the knowledge was collected using external funding.

8.2 The EAO will only use Lake Babine Indigenous knowledge that has been shared during an Environmental Assessment for the purpose of that Assessment. If Lake Babine shares that information in confidence, that Indigenous knowledge will not be disclosed except:

- a. in accordance with s. 75 of the EA Act (2018); or
- b. where required by law.

8.3 Where Lake Babine is providing confidential Indigenous knowledge, it will clearly mark the Indigenous knowledge as confidential and provide it to one of the individuals identified under s. 75 of the EA Act (2018). The EAO may request that Lake Babine provide a non-confidential summary of the information to share with third parties and/or the public.

8.4 The EAO may request that Lake Babine provide a description of the harm it anticipates could arise should the identified confidential Indigenous knowledge be disclosed.

8.5 The EAO may share all the Indigenous knowledge that Lake Babine provides in the Environmental Assessment with other provincial or federal agencies for the purpose of reviewing the project or issuing project authorizations, unless Lake Babine has submitted the information in confidence. Where the EAO intends to share Lake Babine Indigenous knowledge under this provision, it will notify Lake Babine in advance.

8.6 Where apparent inconsistencies emerge in an Environmental Assessment between western knowledge and Lake Babine's Indigenous knowledge, Lake Babine and the EAO's representatives will explore whether these apparent inconsistencies can be explained or resolved, including through the Technical Advisory Committee as appropriate in the circumstances. Where these inconsistencies remain unresolved, they will be communicated to the Parties' decision-makers.

9. Funding

9.1 The EAO will provide Lake Babine with capacity funding to participate in the processes under this Agreement in accordance with its applicable funding policy.

9.2 Any payment by the EAO to Lake Babine to support the implementation of this Agreement is subject to:

- a. there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year or part thereof when any expenditure in respect of an obligation may be required, to make that expenditure;
- b. Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in the preceding subparagraph; and
- c. the Province receiving financial authority to make the payment.

9.3 Nothing in this Agreement is intended to affect Lake Babine's eligibility for other funding that may be available from the Province. For greater certainty, funding under any provincial programs will be provided in accordance with those programs' funding criteria.

9.4 For greater certainty nothing in this Agreement precludes Lake Babine from establishing capacity funding agreements with Proponents or any other third party to support Lake Babine's work under this Agreement.

10. Timelines for Environmental Assessments

10.1 The Parties will strive to meet all timelines under the EA Act (2018) and associated regulations and policies, as well as the timelines set by this Agreement, recognizing that the level of capacity funding that Lake Babine secures for an Environmental Assessment may affect its ability to meet those timelines.

10.2 The EAO recognizes that in addition to being closed for statutory holidays, Lake Babine offices are closed for two weeks over the Christmas holidays, National Indigenous Peoples Day, and the National Day for Truth and Reconciliation. Lake Babine staff may also take days off specifically for cultural activities. Many of their cultural activity days, as well as personal holidays, occur in August, which is Lake Babine's peak harvesting month. Lake Babine will make reasonable efforts to give the EAO advance notice of these office closures and holidays and the EAO will seek to accommodate these in the process planning and through work planning.

10.3 Where Lake Babine requests more time to participate in a process under this Agreement and the timeline is set by the EA Act (2018):

- a. Lake Babine and the EAO will seek to reach agreement on recommendations to the decision-maker for more time under s. 38 of the EA Act (2018) including the rationale;
- b. where Lake Babine and the EAO are unable to reach agreement, Lake Babine may submit an application under s. 38 of the EA Act (2018); and
- c. the decision-maker will seriously consider that application and provide a response.

10.4 Where Lake Babine requests more time to participate in a process under this Agreement and the timeline is not set by the EA Act (2018):

- a. Lake Babine and the EAO will seek to reach agreement on the timeline;
- b. where Lake Babine and the EAO are unable to reach agreement on the timeline, the EAO will seriously consider the request for more time; and
- c. the EAO will provide Lake Babine with a response.

11. Process Commitments by Phase of Environmental Assessment

11.1 Sections 12 to 18, and Section 20 of this Agreement confirm Lake Babine's agreement to participate in certain key aspects of the Environmental Assessment process and provide supplemental commitments by Lake Babine and the EAO to foster their collaboration, but for greater certainty, nothing in this Agreement eliminates any of the legislated process.

11.2 Where the EAO becomes aware of a project that may require both an impact assessment pursuant to the federal *Impact Assessment Act*, SC 2019, c. 28, s. 1 and an Environmental Assessment, the EAO will notify Lake Babine and offer to meet to discuss how the Impact Assessment Cooperation Agreement Between Canada and British Columbia (2019), as may be amended, may apply to the Environmental Assessment.

11.3 Nothing in this Agreement precludes Lake Babine from requesting a Meeting with the Minister prior to the Minister making a decision under the EA Act (2018). The Minister may accept the request if they decide it is appropriate in the circumstances.

12. Prior to Early Engagement

12.1 To the extent that resources permit, Lake Babine will engage with Proponents that reach out to Lake Babine before filing their Initial Project Description and identify:

- a. on a preliminary basis, any major questions, interests and concerns with the project; and
- b. any interest in contributing to the design or conduct of studies to inform the project's Application.

12.2 Lake Babine will share with the EAO the information and views that it shared with the Proponent, subject to any agreement with the Proponent to keep those discussions confidential.

12.3 The EAO will direct the Proponent to give adequate consideration to the Sustainability Framework and Socio-Economic Framework in preparing an Initial Project Description in relation to a project that is proposed within the Territory or where there is a reasonable possibility that Lake Babine or its Section 35 Rights could be affected by project-related direct or indirect effects.

12.4 When making an order under s. 13(3) of the EA Act (2018), the CEAO will consider whether the Proponent has given adequate consideration to the Sustainability Framework and Socio-Economic Framework in developing the Initial Project Description.

13. Project Notifications and Reviewability of Projects (ss. 10 and 11, EA Act (2018))

Project Notifications

13.1 The EAO will notify Lake Babine of any project notification it receives under s. 10 of the EA Act (2018) for a project that is proposed within the Territory or where there is a reasonable possibility that Lake Babine or its Section 35 Rights could be affected by project-related direct or indirect effects, within 5 days of receiving the project notification.

13.2 Within 30 days of being notified under s. 13.1 Lake Babine may provide written comments to the EAO on the project notification. The written comments may include a request for further engagement with the EAO on the project notification.

13.3 If further engagement has been requested, prior to the CEAO decision under s. 10(4) of the EA Act (2018), the EAO will provide Lake Babine with the draft Project Notification Report and a timeline of at least 5 days for Lake Babine to provide comments.

13.4 If the conclusions or recommendations in the final Project Notification Report are contrary to the comments provided by Lake Babine under s. 13.3, the EAO will send the final Project Notification Report to Lake Babine at the same time the report is submitted to the CEAO. The CEAO will offer to Meet with Lake Babine including at least one representative from Chief and Council. Within 5 days Lake Babine will confirm whether it wants to Meet.

13.5 If the Project Notification Report conclusions or recommendations align with Lake Babine Nation's comments under s. 13.3, but the CEAO does not intend to make a decision in alignment with these recommendations, the CEAO will notify Lake Babine. The CEAO will offer to Meet with Lake Babine including at least one representative from Chief and Council. Within 5 days Lake Babine will confirm whether it wants to Meet.

Applications to designate a project as reviewable, where Lake Babine is the applicant

13.6 Prior to submitting an application under s. 11(2) of the EA Act (2018), Lake Babine will notify the EAO of its intention to apply and rationale for doing so.

13.7 Within 10 days of receiving this notification, the EAO may request a Meeting with Lake Babine to discuss it.

13.8 Where Lake Babine submits an application under s. 11(2) of the EA Act (2018), the EAO will provide to Lake Babine draft decision materials including any draft recommendations. If the EAO intends to recommend that the Minister decline to designate the project as reviewable, the CEAO will offer to meet with Lake Babine to discuss this recommendation, unless a Meeting has already occurred under ss. 13.4 or 13.5.

13.9 If the final decision materials recommend that the Minister decline to designate the project as reviewable, the EAO will share these materials with Lake Babine upon submitting them to the Minister.

13.10 If the Minister requires further information from the person proposing to undertake a project for the purpose of making a decision under s. 11(5) of the EA Act (2018), the EAO will seek Lake Babine's input regarding the information being requested.

Applications to designate a project as reviewable, where Lake Babine is not the applicant

13.11 The EAO will notify Lake Babine within 5 days of receiving an application under s. 11(2) of the EA Act (2018), where the project is proposed within the Territory or where there is a reasonable possibility Lake Babine or its Section 35 Rights could be affected by project-related direct or indirect effects.

13.12 Lake Babine will provide any comments in writing to the EAO within 10 days of being notified under s. 13.11. The comments may include a request for further engagement with the EAO on the application.

13.13 Where the Minister requires further information from the person proposing to undertake a project for the purpose of making a decision under s. 11(5) of the EA Act (2018), the EAO will seek Lake Babine's input regarding the information being requested.

13.14 If further engagement has been requested by Lake Babine under s. 13.12, prior to a decision under s. 11(5) of the EA Act (2018)

- a. the EAO will provide draft decision materials, including any draft recommendations to the provincial decision-maker, to Lake Babine; and
- b. Lake Babine may request a Meeting with the EAO to seek to resolve issues related to the draft decision materials, within 5 days.

14. Early Engagement (ss. 13-15, EA Act (2018))

14.1 Within 7 days of the publication of the Initial Project Description in relation to a project that is proposed within the Territory or where there is a reasonable possibility that Lake Babine or its Section 35 Rights could be affected by project-related direct or indirect effects, the EAO will notify Lake Babine about the opportunity to be a Participating Indigenous Nation and identify EAO's primary contacts for the project.

14.2 Within 80 days of the publication of the Initial Project Description and ideally within 30 to 60 days, Chief and Council will inform the CEO in writing of:

- a. Lake Babine's primary contacts for the project;
- b. whether Lake Babine intends to be a Participating Indigenous Nation; and if so

- c. Lake Babine Nation's representative(s) for the Technical Advisory Committee, should the project proceed to assessment.

14.3 Within 80 days of the publication of the Initial Project Description and ideally within 30 to 60 days, Lake Babine will share with the EAO, on a preliminary basis:

- a. potential project effects on Lake Babine, its Territory and its Section 35 Rights;
- b. its questions and information needs regarding the proposed project including anything that Lake Babine would like to see addressed in the Detailed Project Description; and
- c. any feedback regarding the Proponent's Engagement Plan.

14.4 Upon receipt of the information shared by Lake Babine under ss. 14.1 and 14.2, Lake Babine and the EAO will work collaboratively during Early Engagement and into Process Planning as appropriate to:

- a. identify connections between Lake Babine's Sustainability Framework and Socio-Economic Framework and any s. 25 EA Act (2018) required assessment matters that may be affected by the project, with the Proponent's involvement as appropriate; and
- b. develop the Lake Babine portion of the EAO's summary of engagement, to be provided to the Proponent, which will summarize Lake Babine's comments and which may also identify additional information required in the Detailed Project Description and any Proponent-led engagement required to inform the Detailed Project Description.

15. Readiness Decisions (ss. 16-17, EA Act (2018))

15.1 Upon receiving the Detailed Project Description, the EAO will share it with Lake Babine. The EAO will notify Lake Babine of its target date for acting under s. 16(2) of the EA Act (2018), invite Lake Babine to provide comments, and offer to Meet with Lake Babine to exchange views and try to achieve consensus on the appropriate courses of action under s. 16(2) of the EA Act (2018).

15.2 The EAO will advise Lake Babine in writing of its proposed course of action under s. 16(2) of the EA Act (2018), including any draft recommendations. Unless otherwise agreed, the EAO will specify a timeline of at least 7 days for any Lake Babine response, excluding National Indigenous Peoples Day, the National Day for Truth and Reconciliation, or Lake Babine's Christmas break office closure.

15.3 Any Lake Babine response to the EAO's proposed course of action under s. 16(2) of the EA Act (2018) will come from Chief and Council and be in writing. If Lake Babine disagrees with the EAO's proposed course of action, its response will state whether Lake Babine requests dispute resolution under s. 5 of the EA Act (2018).

- 15.4 Before making a referral to the Minister under s. 16(2) (b) or (c) of the EA Act (2018), the EAO will provide Lake Babine with the opportunity and a target date to submit a notice of consent or lack of consent, with reasons.
- 15.5 Should Lake Babine remain silent on the EAO's intended course of action, consensus will not be assumed to exist, but the EAO may proceed under s. 16(2) of the EA Act (2018) without further engaging Lake Babine.
- 15.6 Where the EAO makes a referral to the Minister under ss. 16(2)(b) or (c) of the EA Act (2018), it will promptly share the referral report with Lake Babine.
- 15.7 Where the EAO makes a referral to the Minister under ss. 16(2)(b) or (c) of the EA Act (2018) for which Lake Babine has provided a notice of consent and the Minister does not intend to follow the EAO's recommendation under s. 17 of the EA Act (2018), the Minister will provide an explanation and the opportunity to respond, including offering a Meeting, and will seriously consider Lake Babine's views before making their decision. The Parties recognize that this engagement is time-sensitive and will make all reasonable efforts to complete it in a timely manner.

16. Process Planning (ss. 19, 23 and 24, EA Act (2018))

- 16.1 The EAO will promptly send to Lake Babine any published notice of a decision to proceed to an EA under s. 18(2) of the EA Act (2018) for a project proposed within the Territory or that has a reasonable possibility of affecting Lake Babine or its Section 35 Rights.
- 16.2 Lake Babine and the EAO will work collaboratively during Process Planning, with the Proponent's involvement as appropriate, to identify any informational and assessment requirements needed to apply Lake Babine's Sustainability and Socio-Economic Frameworks.
- 16.3 The Parties will develop elements of the Process Order that pertain to Lake Babine (including the Assessment Plan and Information Requirements) as early as possible with the objective of achieving consensus on the Process Order within 60 days of the EAO providing the notice to Lake Babine under s. 16.1.
- 16.4 The EAO will engage with Lake Babine on the development of the Regulatory Coordination Plan and on any modifications to this plan over the course of the Environmental Assessment.
- 16.5 Within 30 days of the EAO providing the notice to Lake Babine under s. 16.1, Lake Babine will notify the CEAO in writing if it intends to complete the assessment of project effects on Lake Babine and its Section 35 Rights under s. 19(4) of the EA Act (2018).
- 16.6 Upon receipt of a notification under s. 16.4, the EAO will seek to achieve consensus with Lake Babine on the portion of the assessment to be carried out by Lake Babine and the date for completing it.

- 16.7 When the CEAO confirms the portion of the assessment that Lake Babine will complete under s. 19(4), Lake Babine and the EAO will discuss the methods, roles and responsibilities for conducting it and seek to achieve consensus regarding:
- a. the Information Requirements for the s. 19(4) assessment including any information required from the Proponent and any information that will be provided by Lake Babine; and
 - b. methods for gathering required information including any study requirements.
- 16.8 Concurrent with the public comment period under s. 23 of the EA Act (2018), the EAO will share the final draft of the Process Order with Lake Babine for a final review. Upon receipt of any further comments from Lake Babine, the EAO will seek to achieve consensus with Lake Babine regarding any remaining issues that are identified.
- 16.9 If the EAO and Lake Babine are unable to achieve consensus regarding any issues that are identified by Lake Babine with respect to the Process Order, either Party may request dispute resolution under s. 5 of the EA Act (2018).
- 16.10 Should Lake Babine not respond to the EAO's draft Process Order, consensus will not be assumed to exist, but the EAO may proceed under s. 19(2) of the EA Act (2018) without further engaging Lake Babine.
- 16.11 Where the Minister is considering making a Process Order under s. 24 of the EA Act (2018), the Minister will provide Lake Babine with the opportunity to share its views on this order and the Minister will seriously consider Lake Babine's views before making the Process Order.

17. Application for EA Certificate (s. 27, EA Act (2018))

- 17.1 Upon receiving an Application under s. 27(1) of the EA Act (2018), the EAO will share it with Lake Babine and offer to Meet to discuss it.
- 17.2 Lake Babine and the EAO will review the Application in conjunction with the Technical Advisory Committee and will develop any necessary feedback to the Proponent to inform revisions to the Application.
- 17.3 Upon receiving a revised Application, the EAO will provide it to Lake Babine and seek to achieve consensus on whether the revised Application adequately addresses the feedback provided under s. 17.2.
- 17.4 If consensus is not achieved under s. 17.3 the EAO and Lake Babine will meet with the CEAO and attempt to resolve outstanding issues before the CEAO accepts the revised Application under s. 27(4) of the EA Act (2018).

18. Effects Assessments and Recommendations (ss. 19(4), 28 and 29, EA Act (2018))

- 18.1 At any point in the development of an assessment under s. 19(4) of the EA Act (2018), Lake Babine may seek input and collaboration from the EAO.
- 18.2 Where Lake Babine delivers an assessment under s. 19(4) of the EA Act (2018), the EAO will share any questions and feedback on it with Lake Babine.
- 18.3 Lake Babine and the EAO will Meet to discuss any EAO questions and feedback, seek to resolve outstanding issues, and seek to resolve any areas of disagreement. Lake Babine may revise its assessment under s. 19(4) of the EA Act (2018) as a result of those discussions.
- 18.4 If the EAO and Lake Babine are unable to achieve consensus regarding the outcomes of an assessment under s. 19(4) including the conclusions regarding the seriousness of impacts, or if the EAO intends to recommend different mitigations or accommodations, the EAO will outline its perspectives in writing to share with Lake Babine for comment.
- 18.5 The EAO and Lake Babine will collaboratively develop and seek to achieve consensus on the draft Assessment Report and draft EA Certificate, including proposed certificate conditions and project description, as they pertain to Lake Babine before these materials are published for public comment under s. 28(2)(b) of the EA Act (2018).
- 18.6 The EAO will provide the draft Assessment Report and draft EA Certificate, with certificate conditions and project description as well as the draft Sustainability Recommendation to Lake Babine concurrent with the public comment period under s.28 (2)(b) of the EA Act (2018) for Lake Babine's review.
- 18.7 Before the end of the public comment period referred to in s. 28(2)(b) of the EA Act (2018), Chief and Council will provide written notification of Lake Babine's consent or lack of consent to the project and reasons for that decision.
- 18.8 Following the public comment period under s. 28(2)(b) of the EA Act (2018), the EAO and Lake Babine will seek to achieve consensus on the draft Assessment Report and draft EA Certificate, with certificate conditions and project description as well as the Sustainability Recommendation. Where the Parties are unable to achieve consensus on these documents, the EAO and Lake Babine will ensure that the recommendations to the Minister clearly represent the perspectives of both Parties.
- 18.9 Either Party may request dispute resolution under s. 5 of the EA Act (2018) in relation to s. 28(2) of the EA Act (2018).
- 18.10 Prior to the CEAO referring the project to the Ministers under s. 29(1) of the EA Act(2018), Chief and Council may revise their written notification of consent or lack of consent to the project if their decision changes as a result of the consensus seeking under s. 18.8 or if their concerns are otherwise resolved.

19. Final Decision-Making (s. 29, EA Act (2018))

19.1 If the Sustainability Recommendation is contrary to the final notification of consent or lack of consent provided by Lake Babine under s. 18 of this Agreement, and Lake Babine Meets with the Minister pursuant to s. 29(5) of the EA Act (2018), Chief and Council may amend Lake Babine's notification of consent or lack of consent in response to any new information provided during the Meeting with the Minister.

19.2 If the Sustainability Recommendation is aligned with Lake Babine's final notification of consent or lack of consent provided under s. 18 of this Agreement and the Ministers do not intend to follow the Sustainability Recommendation in making a decision under s. 29(4)(c) of the EA Act (2018), the Minister responsible for environmental assessments will provide an explanation and the opportunity to respond, including offering a Meeting, and will seriously consider Lake Babine's views before making their decision. The Parties recognize that this engagement is time-sensitive and will make all reasonable efforts to complete it in a timely manner.

20. Amendments (s. 32, EA Act (2018))

20.1 Where the EAO receives a written description and confirmation of an upcoming amendment application from the Certificate Holder of an EA Certificate or Exemption Order that applies within the Territory or where there is a reasonable possibility that Lake Babine or its Section 35 Rights could be affected by the proposed amendment, the EAO will:

- a. notify Lake Babine; and
- b. encourage the Certificate Holder to share and discuss its amendment application with Lake Babine prior to submitting it to the EAO.

20.2 The EAO will invite Lake Babine to participate in any amendment assessment process for a project within the Territory or where there is a reasonable possibility that Lake Babine or its Section 35 rights could be affected by the amendment. This notice will specify a reasonable date by which Lake Babine must confirm whether it will be a Participating Indigenous Nation for the amendment assessment process.

20.3 Lake Babine and the EAO acknowledge that amendment assessment processes will vary due to the wide range and varying complexity of amendments. Despite this, if Lake Babine has identified itself as a Participating Indigenous Nation, Lake Babine and EAO will discuss and seek to achieve consensus on the following matters:

- a. the roles, methods, and supplementary information requirements for the assessment as it relates to Lake Babine, its Section 35 Rights and its Territory;
- b. the level of complexity of the amendment under EAO's applicable amendment policy; and

- c. any draft Amendment Assessment Report, including any draft recommendation, on whether to make the amendment, including any changes, additions or deletion of the EA Certificate, certified project description or EA Certificate and Exemption Order conditions.

20.4 Chief and Council will provide any final Lake Babine views in writing on any draft Amendment Assessment Report and draft EAO recommendations.

20.5 If the EAO and Lake Babine are unable to achieve consensus under s. 20.3(c), the EAO and Lake Babine will ensure that any final Amendment Assessment Report, including any final recommendation, clearly represents the perspectives of both Parties.

20.6 Where the CEAO refers an application to the Minister under s. 32(3) of the EA Act (2018), and the EAO and Lake Babine have not achieved consensus on any recommendation to the Minister on the amendment decision, the Minister will offer to Meet with Lake Babine before the Minister makes their decision.

20.7 Where the EAO and Lake Babine achieved consensus on any recommendation to the Minister on the amendment decision but the Minister does not intend to follow that recommendation, the Minister will provide Lake Babine with an explanation and the opportunity to respond, including offering a Meeting, and will seriously consider Lake Babine's views before making their decision. The Parties recognize that this engagement is time-sensitive and will make all reasonable efforts to complete it in a timely manner.

20.8 Where the amendment decision is contrary to Lake Babine's final views provided under s. 20.4 of this Agreement, the decision-maker will provide written reasons for the decision to Lake Babine.

21. Compliance and Enforcement

21.1 Where a project proceeds under an EA Certificate, the EAO will assign a primary contact for Lake Babine in relation to the project, and who is responsible for:

- a. engaging with Lake Babine to identify any compliance concerns;
- b. communicating with Lake Babine, in a timely way, about compliance and enforcement activities and any accidents or malfunctions within the Territory, including by sharing reports;
- c. identifying and facilitating training and mentorship opportunities to support Lake Babine's involvement in compliance and enforcement; and
- d. facilitating field participation by Lake Babine on EA Act (2018) inspections.

21.2 EAO and Lake Babine will discuss how to strengthen their collaboration on compliance and enforcement for projects that may affect Lake Babine, including identifying and facilitating

training and mentorship opportunities to support Lake Babine involvement in compliance and enforcement.

21.3 Nothing in this Agreement is intended to affect Lake Babine eligibility for provincial programs related to compliance and enforcement that may exist from time to time. For greater certainty, funding under any provincial programs will be provided in accordance with those programs' funding criteria. The EAO and Lake Babine will seek to align Lake Babine's participation in such programs with Lake Babine's ongoing involvement in compliance monitoring of projects being regulated under the EA Act (2018).

22. Agreement Interpretation

22.1 Any matters regarding the interpretation of this Agreement that cannot be resolved at the operational level may be referred to Lake Babine and EAO senior representatives for further direction.

22.2 The Parties may by agreement refer issues of interpretation of this Agreement, or strategic issues outside the scope of a project-specific environmental assessment, to the Solutions Forum established under the Foundation Agreement. For greater certainty, issues related to project-specific Environmental Assessments, or decisions made by statutory decision-makers under the EA Act (2018) may not be referred to the Solutions Forum but must instead use the dispute resolution processes available under s. 5 of the EA Act (2018).

22.3 Nothing in this Agreement will be interpreted to prevent or impede the Province from meeting its applicable procedural, legal and constitutional obligations to other Indigenous groups, Proponents, Certificate Holders, and Canada.

23. Confidentiality and Information Sharing

23.1 Lake Babine and the EAO will manage information in a manner that is consistent with the FOIPPA.

23.2 The Parties recognize that through the implementation of this Agreement, some relevant knowledge and information may be confidential or sensitive in nature and that confidential or sensitive knowledge or information may be shared by either Party.

23.3 Where a Party shares knowledge or information and identifies in writing that knowledge or information as confidential, the Party receiving that knowledge or information will make all reasonable efforts to prevent the disclosure of that information, except as required by law.

23.4 Where Lake Babine shares knowledge or information with the EAO that is confidential Indigenous knowledge, ss. 8.3 and 8.4 of this Agreement apply.

23.5 If the EAO receives a request under FOIPPA or is otherwise required by law to disclose confidential information provided by Lake Babine, the EAO will notify and engage Lake

Babine regarding the disclosure and will seek Lake Babine's input prior to making any such disclosure.

24. Agreement Effective Date, Amendment, Termination

24.1 The effective date of this Agreement is the date it is signed by both Parties.

24.2 The Parties will review this Agreement and may amend it in writing:

- a. after completion of the first Environmental Assessment process for which this Agreement applies, or after the Agreement's second anniversary, whichever comes first; or
- b. in the event an issue arises that necessitates immediate revision, as agreed to by the Parties.

24.3 This Agreement may be terminated in writing by either Party upon 90 days written notice or on a date mutually agreed to by the Parties.

24.4 Upon notice of termination:

- a. the Party providing the notice of termination will provide the other Party with its reasons for termination; and
- b. the Parties will Meet within 30 days to attempt to resolve the issue prior to termination.

24.5 Where Lake Babine has received funding from the EAO to implement this Agreement and the Agreement is terminated:

- a. the Parties will Meet within 30 days to discuss return of the unspent funds; and
- b. Lake Babine will remit any unspent funds to the EAO within 30 days of the termination of this Agreement taking effect unless otherwise agreed to by the Parties.

24.6 Sections 8 (Use and Protection of Indigenous knowledge), 23 (Confidentiality and Information Sharing), 24.5 (return of funding upon termination of Agreement) and this section will survive the termination of this Agreement.

25. Representations and Warranties

25.1 Lake Babine represents and warrants to the Province that:

- a. it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of Lake Babine people; and
- b. it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of Lake Babine people;

25.2 The Province represents and warrants to Lake Babine that it has the authority to enter into

this Agreement.

25.3 Each Party enters into this Agreement with the intent and understanding that its representations and warranties will be relied on by the other Party and that this Agreement constitutes a binding obligation upon it.

26. General Provisions

26.1 **Outcomes not Predetermined.** This Agreement is intended to support informed decision-making by Lake Babine and the Province and does not predetermine either Party's decision on any project.

26.2 **Status of the Agreement.** The Parties agree that:

- a. this Agreement does not constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*; and
- b. further work under the Foundation Agreement is required to establish the scope and geographic extent of Lake Babine's Section 35 Rights in the Territory.

26.3 **No Admissions.** Nothing in this Agreement will be construed as:

- a. an admission by any Party of the scope, nature or geographic extent of any Aboriginal right, including Aboriginal title, of Lake Babine that is protected under section 35 of the *Constitution Act, 1982*;
- b. establishing, defining, limiting, denying, abrogating or derogating any Aboriginal right or title of Lake Babine; or
- c. admissions of fact or liability or in any way in any way limiting the position the Parties may take in any proceeding between the Parties, except as expressly contemplated in this Agreement.

26.4 **Notices.** Where the Parties have not identified who will provide or receive a particular notice document or communication under this Agreement, they will communicate in writing as follows:

To the Province/EAO:

Attn: CEAO Executive Administrative Assistant
Environmental Assessment Office
Ministry of Environment
P.O. Box Stn. Prov. Govt.
Victoria, B.C. V8W 9B1
EAOINFO@gov.bc.ca

To Lake Babine Nation:

Attn: Chief and Chief Executive Officer of Lake Babine Nation

PO Box 879
225 Sus Ave
Burns Lake, BC V0J1E0

26.5 **No Fettering.** This Agreement does not fetter the discretion of any decision maker or other decision-making authority.

26.6 **Applicable Laws.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and Canada.

26.7 **Invalidity.** If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and seek to reach agreement on a replacement for the part declared or held invalid with a view to achieving the Parties intent as expressed in this Agreement.

26.8 **Execution in Counterparts.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other by facsimile transmission. All executed counterparts taken together will constitute one agreement.

26.9 **Assignment.** Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part.

26.10 **Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

26.11 **Time is of the Essence.** Time is of the essence in this Agreement.

27. Interpretation

27.1 There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.

27.2 All recitals and headings in this Agreement are for convenience only and do not form a part of this Agreement and in no way define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.

27.3 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.

27.4 "Including" means "including, but not limited to" and "includes" means "includes, but not limited to".

27.5 In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments to or replacements of the statute or its regulations.

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

**Signed on behalf of Lake Babine Nation by
Chief Murphy Abraham**

Chief Murphy Abraham

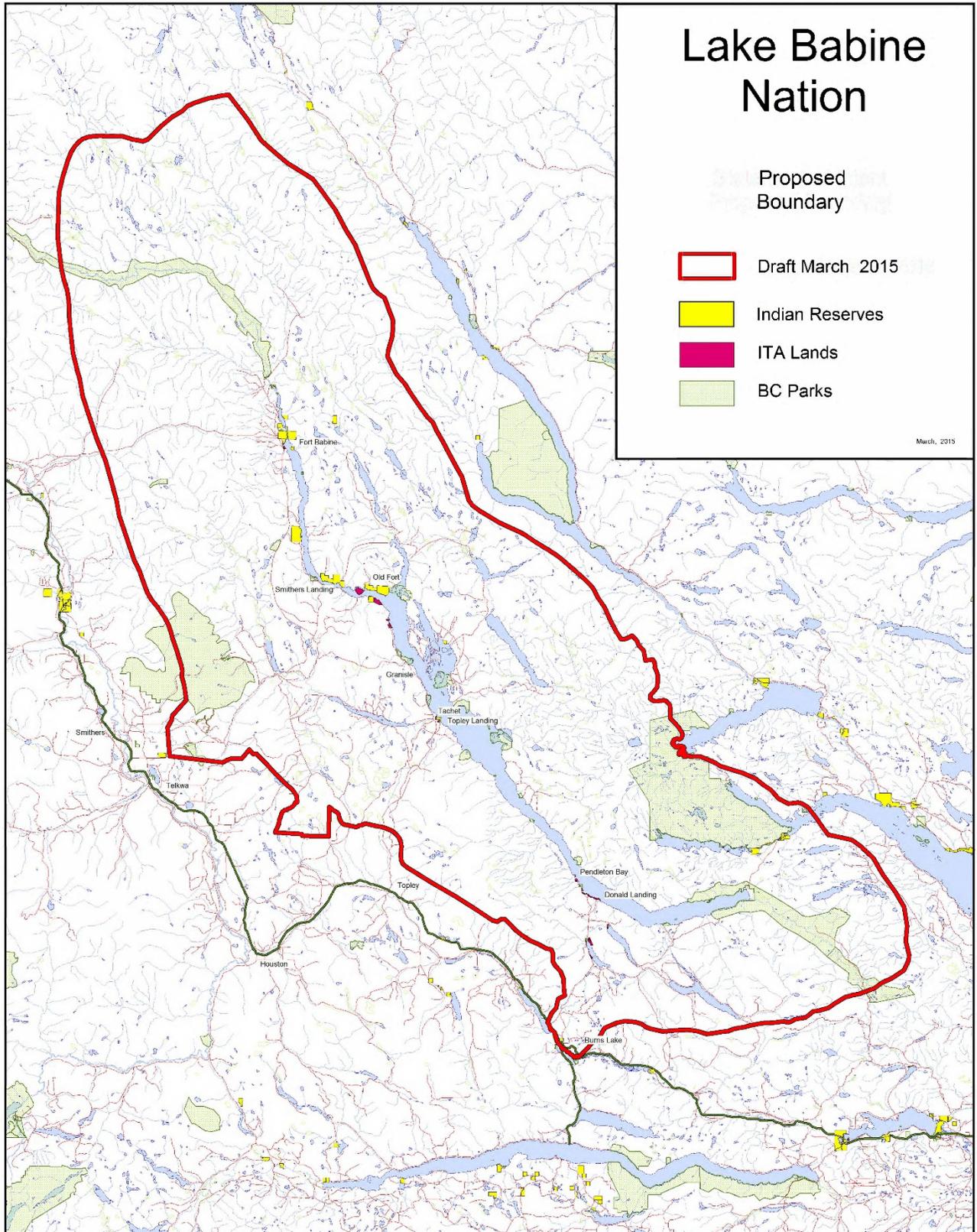
Date

**Signed by the Minister of Environment and
Climate Change Strategy**

The Honourable George Heyman, Minister of
Environment and Climate Change Strategy

Date

SCHEDULE A – Lake Babine Nation Territory Map



SCHEDULE B – Lake Babine Nation Sustainability Analysis Framework

What Sustainable Development Means to Lake Babine Nation

Lake Babine Nation has four main criteria that major projects must meet to gain the Nation's support:

- a. the project must be sustainable;
- b. the project must include sufficient and reliable measures to manage any potential negative socio-economic impacts on LBN communities and members;
- c. the project must bring significant benefits to LBN, in keeping with the level of project impacts on LBN, *niwh be 'ondzin* (LBN rights), and *yintah* (Territory and the natural resources it sustains); and
- d. the proponent and LBN must be in a respectful relationship that includes significant LBN involvement in the project, in keeping with the nature and level of project impacts on LBN, *niwh be 'ondzin*, and *yintah*.

This document explains what the first criterion – sustainable project – means to Lake Babine Nation.

- Sustainable development is safe for - i.e. does not jeopardize – our *yintah*, especially the natural resources and special places within our *yintah* that sustain our *'eelh'oh 'eeneelh* (families), our economy (e.g. *talok* or salmon, *dicin* or timber, *yuh* or medicines) and our culture
- Sustainable development goes beyond protecting humans and the resources we harvest. Development must be safe for *nuneets'iyh'* (all the living creatures), even the rats and the bugs
- Projects must be safe for all the components of the environment that humans and *nuneets'iyh* live in, i.e. *yin* (land), *to* (water, including *yin to* or ground water) and air
- Sustainable projects allow the Lake Babine people to keep practising our *niwh be 'ondzin* (LBN rights) and *nts'edah yinkak hadeelhts'iyh* (traditions, culture, and way of life). We need the following to sustain our *niwh be 'ondzin* and *nts'edah yinkak hadeelhts'iyh*:
 - access to the healthy and abundant natural resources on which our food security, and *nts'edah yinkak hadeelhts'iyh* depend (e.g. *talok* or salmon, *khida* or moose, *dicin tots* or bark, *yuh* or medicines, *nit'ay* or berries)
 - convenient, preferred, and sacred places and areas in our *yintah* where we harvest, carry out spiritual activities, teach our *nts'edah yinkak hadeelhts'iyh* to our youth, and practice other aspects of our *niwh be 'ondzin* and *nts'edah yinkak hadeelhts'iyh*
 - peaceful and uncontaminated communities and areas in our *yintah* (e.g. not noisy or busy from industrial activity, not in or right beside a clearcut, not near

- any contaminated sites, good air, *to* (water) and soil quality), including not too much competition from non-Indigenous harvesters
- to be physically safe from industrial activity in our communities and elsewhere in our *yintah* (risks could arise from industrial machinery or work sites, work camps, increased road traffic on roads used by LBN members)
 - the ability to preserve, study and celebrate our archaeological heritage (e.g. *keyikh hozdle* or villages sites, *tiy* or trails, *hideelhk'in* or CMTs), which helps tell the story of our longstanding use and occupation of our *yintah*
 - a feeling of security in our ability to practice our *niwh be 'ondzin* and *nts'edah yinkak hadeelhts'iyh* over the long-term, without worry or anxiety that development is eroding our ability to be Lake Babine¹
 - ability to pursue our own economic development activities in our *yintah*, which is part of our right of self-determination and our Aboriginal title (for example, does a project jeopardize LBN commercial fisheries, tourism operations, forestry operations?)
- Sustainable projects will not compromise the needs described above in any significant way.
 - Land and resource development and climate change already interfere with these needs. For example, we are experiencing an ongoing decline in *khida* and *talok*, our two main and preferred foods; the 4000 Road into Fort Babine is already not very safe; there are already significant clearcuts in some of our members' trapping areas. In those cases, LBN will consider whether the project would add to the problem. The more compromised a need already is due to the cumulative impacts of other land and resource development and climate change, the more LBN will be concerned about potential further adverse effects from a new project.
 - Lake Babine will consider both western science and Indigenous knowledge to understand the potential impacts of a project and its sustainability implications for our *yinta*.
 - Lake Babine will not assume lack of adverse impacts in the face of significant knowledge gaps. Significant knowledge gaps relating to a matter of real concern to Lake Babine need to be resolved before Lake Babine can conclude a project is sustainable.
 - Lake Babine will not assume sustainability based on legislated environmental standards or the fact that mitigations are proposed to address a Lake Babine concern:
 - mitigation measures need to be proven as effective or reasonably expected to be effective;
 - mitigation measures need to be enforceable and there must be a plan and funding for enforcement (by proponent, Crown, and Lake Babine);

¹ This one will depend on all the earlier ones in the list – the greater the negative effects, the greater the threat to culture and way of life and thus the greater the cultural insecurity.

- there will need to be monitoring and reviewing of effectiveness of mitigation measures, and if a mitigation measure proves less effective than expected, adaptive management to try to achieve more effective mitigation.
- As Lake Babine people, *niwh yint'ah wighec'ats'olh'ee*: we are responsible for protecting our *yintah*. We have had this duty since time immemorial. We owe this duty to our future generations and to *nuneets'iyh'* on our *yintah*. If we do not *niwh yintah wighits'eenlee* (care properly for our *yintah*), both the *yin* and the people suffer. The high rates of sickness today in Lake Babine people are connected to the sickness on our land. We need to regain our role as stewards of our *yintah*.

SCHEDULE C – Lake Babine Nation Socio-Economic Impacts Framework

Lake Babine Socio-Economic Impacts Framework

1. Could the project drive up the cost of living for Lake Babine members in community or in an urban centre?
2. Could the project reduce the availability of housing for Lake Babine members in community or in an urban centre?
3. Could the project reduce the availability of goods or services (health, recreational or other services) to Lake Babine members in community or in an urban centre?
4. Does the project risk increasing drug or alcohol consumption in one or more Lake Babine communities?
5. Does the project risk contributing to increased violence or sexual exploitation of Lake Babine members in community or in an urban centre?
6. Does the project risk increasing Lake Babine members' exposure to discrimination, racism and harassment at home, on the project worksite, or on the Territory?
7. Is there a risk that when the project ends, this will disrupt employment that Lake Babine members have been holding and services that Lake Babine members have been using (i.e. impacts of "boom and bust" cycle)
8. If the project has the potential to have any of the adverse impacts described above,
 - a. Can the risk be adequately managed through reliable and enforceable mitigation measures?
 - b. Is there a satisfactory plan and funding to monitor and enforce the proposed mitigation measures, and to pursue adaptive management if the mitigation measures prove less effective than expected?