### Terms of Reference Industry/Government Strategic Solutions Team

### 1. Mandate

The Strategic Solutions Team (SST) provides the opportunity for Industry and Government to work collaboratively in the identification and development of policies, programs and concepts addressing the matters raised by Yahey v. British Columbia. The work of the SST will provide an industry lens to the development and refinement of concepts for negotiation with the Blueberry River First Nations as well as other Treaty 8 Nations. The SST's advice will guide and inform the necessary advancement of different and better ways of resource management in British Columbia.

This includes but is not limited to:

- Participation and advice on cumulative effects and land use planning initiatives in the region;
- Programs for restoration of existing disturbances;
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- Establishing standards and methodologies for tenure development plans and strategies, which
  involve Indigenous participation and consent, and more strategic engagement on permitting;
- Linking and coordinating development of the land base;
- Low impact technologies;
- Opportunities for and engagement of Indigenous people and local communities; and
- Collaborative approaches to consultation.
- The work of the SST is intended to inform the development of permitting and regulatory processes that will address the matters raised by Yahey v. British Columbia and provide Industry with predictability, with respect to operation requirements and approval processes, in relation to authorizations for ongoing or future work.

### 2. Leadership

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The executive champion for the Province will be Lori Halls, DM.

### 3. Membership

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Membership consists of representatives from:

Organization	Sector	Number of
		Representatives
Business Council of British Columbia	Business	1

Council of Forest Industries	Forestry	1
Canfor	Forestry	1
Louisiana Pacific	Forestry	1
Midstream Producers	Oil and Gas	1
Canadian Association of Petroleum Producers	Oil and Gas	2
Explorers and Producers Association of Canada	Oil and Gas	1
MFLNRORD	Government	1
Ministry of Energy, Mines and Low Carbon Innovation	Government	1
OGC	Government	1
	Total	11

### 4. Funding

Members are responsible for their own costs.

### 5. Confidentiality

Documents prepared by or for the purposes of this terms of reference, including documents prepared by Industry participants, shall be treated as confidential unless otherwise indicated. For clarity, where documents have been prepared by the SST, or members of the SST, those documents, and the information contained therein, may only be shared with third parties to the SST following the SST's review of such documents and in accordance with written permission of the SST.

<u>Documents prepared by or for the purposes of this terms of reference, including documents prepared by Industry participants, will only be provided to members of the SST, and any other individuals, who have signed the relevant Non-Disclosure Agreement.</u>

### 6. Duration, Modification, and Termination

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### SHARED SOLUTIONS CONFIDENTIALITY AGREEMENT

This Agreeme	ent is made this day of, 2021
BETWEEN:	
	THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development
	(the "Province")
AND:	[Company Name]
	("[Short Form of Name]")

### WHEREAS:

- A. The Province is working on shared, regional solutions to advance sustainable resource management activities, environmental protection and reconciliation in the Treaty 8 territory (the "Project").
- B. The Parties wish to maintain in confidence certain information provided by one Party to the other in connection with the Project, in accordance with the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

### **Definitions**

- 1. For the purposes of this Agreement:
  - (a) "Confidential Information" means any information or documentation, whether written or oral and regardless of form or format, that is:
    - (i) provided by a Party to another Party in connection with the Project where such information is provided in confidence, including without limitation, by being marked as confidential or being provided in circumstances where the Receiving Party reasonably ought to believe it was intended to be maintained in confidence; or
    - (ii) prepared by, for or on behalf of the Parties in connection with the Project, whether before or after the date of this Agreement and including, without limitation, technical analyses and studies, technical

and quantitative information, data, minutes, notes, drafts, commentaries, opinions, recommendations and positions, but excluding information or documentation that is already in the public domain through no breach of this Agreement or that the Parties determine should be made publicly available;

- (b) "Disclosing Party" means a Party that provides or has provided Confidential Information to another Party;
- (c) "Party" includes each Party's legal counsel, officers, employees, contractors and agents and, in the case of the Province, includes Ministers, servants and agents; and
- (d) "Receiving Party" means a Party that receives or has received Confidential Information from another Party.

### Confidentiality

- 2. Subject to paragraph 7, each Receiving Party will keep all Confidential Information confidential, subject to the terms of this Agreement. Each Receiving Party will safeguard Confidential Information against disclosure and, at a minimum, will employ the same means to protect the Confidential Information as it does to protect its own confidential or proprietary information.
- 3. Subject to paragraph 7, no Receiving Party will at any time reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any Confidential Information without the prior written consent of the Disclosing Party, except that a Receiving Party may distribute Confidential Information to responsible legal counsel, officers, employees, consultants and agents of the Receiving Party (including Ministers, servants and agents in the case of the Province) who have a need to know such Confidential Information for purposes of the Project, provided that the Receiving Party first advises any such person of the obligation to keep the Confidential Information confidential and requires such person to sign a written acknowledgement, in the form set out in Schedule A, of their obligation and commitment to keep the Confidential Information confidential in accordance with the terms of this Agreement. The Receiving Party will be responsible for any breach of the confidentiality provisions of this Agreement by any such person.
- 4. Subject to paragraph 8, upon specific written request by the Disclosing Party, the Receiving Party will promptly return such specifically requested Confidential Information in written form and all copies or other reproductions thereof. Confidential

Information that has been included in any analysis or other document prepared by or for the Receiving Party will be held by the Receiving Party subject to the terms of this Agreement or destroyed at the Receiving Party's option. Confidential Information that is included in back-up electronic storage media and that is difficult to separately access may continue to be held by the Receiving Party subject to the confidentiality obligations of this Agreement.

- 5. It is acknowledged and agreed that nothing in this Agreement requires any Party to provide any Confidential Information to the other Party. No Party providing Confidential Information will be deemed to have made any representation or warranty in connection with such Confidential Information.
- 6. The Parties acknowledge and agree that disclosure of Confidential Information, other than in accordance with this Agreement, could reasonably be expected to reveal advice, recommendations, or policy considerations submitted or prepared for submission to the executive council of the Province or any of its committees or by or for a minister or public body of the Province.
- 7. The Receiving Party may disclose Confidential Information if and to the extent required by law. In the event that the Receiving Party believes, based on legal advice obtained by it, that it is legally compelled (including by examination for discovery, request or demand for documents, subpoena or freedom of information request or similar process) to disclose any of the Confidential Information, the Receiving Party will give the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the terms hereof, the Receiving Party legally compelled to disclose the Confidential Information agrees to provide only that portion of the Confidential Information that is legally required to be disclosed and to exercise all reasonable efforts to seek assurance that confidential treatment will be accorded such Confidential Information that it is legally compelled to disclose. The Receiving Party will provide to the Disclosing Party a copy of the Confidential Information that the former has been legally required to disclose.
- 8. Any obligation under this Agreement for a Receiving Party to return or destroy Confidential Information is subject to all applicable laws regarding document retention and/or destruction. If a Party is prevented by applicable laws from returning or destroying Confidential Information, the Confidential Information will nevertheless remain subject to the confidentiality obligations under this Agreement.

### **Termination**

- 9. Unless the Parties otherwise agree, this Agreement will continue in effect indefinitely despite any conclusion or termination of part or all of the Project. The Parties agree that they will continue to be bound by this Agreement following any such conclusion or termination and following any withdrawal from this Agreement as provided in paragraph 10.
- 10. A Party may terminate its participation in this Agreement, on a prospective basis, by providing 30 days' prior written notice to the other Parties. The notice must include the contemporaneous return to the Disclosing Party of any Confidential Information received by the terminating Party, in accordance with and subject to paragraphs 4 and 8. Such termination will not alter the confidentiality of any Confidential Information received prior to termination or the rights and obligations of the Parties to this Agreement with respect to such Confidential Information.

### General

- 11. Amendments to this Agreement will be made only in writing.
- 12. This Agreement, and the rights and obligations of the Parties, will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 13. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

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14.	This Agreement may be executed by fax or by email and in counterparts, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.
IN WI' above.	TNESS WHEREOF the Parties have signed this Agreement effective the date set forth

FOR THE PROVINCE OF BRITISH COLUMBIA,		
Minister of Forests, Lands, Natural Resource Operations and Rural Development or a duly authorized representative.		
[Company name]		
Per:		

### SCHEDULE A

### CONFIDENTIALITY ACKNOWLEDGEMENT

day of, 2021 betw "Confidentiality Agreement"). C	veen the Province apitalized words a	of British Columbia, and XX (the and terms used in this Confidentiality the meanings ascribed to them in the
undersigned is given access is sub	oject to the terms of by the confidenti	al Information received by or to which the first the Confidentiality Agreement and the ality obligations under the Confidentiality arty under that Agreement.
	ny Confidential In	good and valuable consideration. The formation disclosed to the undersigned Acknowledgement.
		is Confidentiality Acknowledgement, 21, intending to be legally
Witness Signature	-	Signature
Witness Name	-	Name

### **BACKGROUND**

### **Federally Funded Reclamation Activities**

### **Background**

- On April 17, 2020, as a response to the economic challenges resulting from COVID-19, the
  Government of Canada announced a funding package designed to rapidly increase employment
  in the oil and gas service sector while reducing the environmental footprint of the industry in
  relation to dormant and orphan well sites
- BC allocated the \$120 million received from federal funds to three new programs: \$100 million to the Dormant Sites Reclamation Program (DSRP), \$15 million to the Orphan Sites Supplemental Reclamation Program (OSSRP) and \$5 million to the Legacy Sites reclamation Program (LSRP).
- Work under the programs must be completed by fall 2022 with funding dispersed by December 31, 2022, as per the agreement with the federal government.

### **Dormant Sites Reclamation Program (DSRP)**

- A dormant well is one which has been inactive for five consecutive years and is extremely
  unlikely to be returned to service. It still has a solvent owner who is ultimately responsible for
  the decommissioning and remediation of the site.
- The Dormancy and Shutdown Regulation (DSR), enacted May 31, 2019, speeds up the rate at which dormant sites are returned to their pre-activity state.
- The regulation gives each dormant well site a prescribed cleanup timeline and imposes requirements for decommissioning, site assessment, remediation and reclamation (restoration) as well as notification and reporting.
- The DSR sets backstop timelines by which site restoration must occur at all dormant sites.
- Of about 25,000 oil and gas wells in BC, there are approximately 8,425 dormant well sites. This number fluctuates as dormant sites are cleaned up while other sites become dormant.
- The DSR made BC the first province in western Canada to impose in law timelines for the cleanup of oil and gas wells.
- In May 2020, \$100 million received from federal funds was allocated to a new Dormant Sites
  Reclamation Program (DSRP) administered by the Ministry of Energy, Mines and Low Carbon
  Innovation (EMLI). The DSRP was offered in two increments of \$50 million each to oil and gas
  field service contractors based in BC with registration, office and operations in BC. Successful
  applicants are provided with up to \$100,000, or 50 per cent of total costs, whichever is less, per
  closure activity for dormant site clean up projects.
- The first increment opened for applications on May 25, 2020 and over 800 applications were approved, utilizing the entire \$50 million, for work activities at 1,885 dormant well sites.
- An online well site nomination process was launched on June 15, 2020 (and closed on September 30, 2020) that provided the opportunity for Indigenous peoples, landowners and local governments to nominate sites to be considered for potential access to DSRP funding in the second increment of the program. A total of 1,853 nominations were received on 1,464 dormant sites by 14 Indigenous Nations as well as communities and landowners. The majority of the nominations were submitted by Indigenous Nations.

2021-11-29 Page **1** of **3** 

- The second increment opened for applications on February 8, 2021. Only work activities on nominated sites were eligible for funding in the second increment. Over 900 applications were approved, utilizing the remaining \$50 million, for work activities at 716 dormant well sites.
- 866 of the work activities in the second increment were identified in the applications to have Indigenous participation at the lead applicant level.

### **Orphan Sites Supplemental Reclamation Program (OSSRP)**

- An orphan designation is given by the BC Oil and Gas Commission (Commission) to wells and
  associated operating areas when the operator is insolvent or cannot be located. Orphan sites
  represent a financial and environmental liability directly to the Province and are managed by the
  Commission. There are approximately 769 orphan sites in BC of which 117 are substantially
  restored. Both of these numbers change over time as companies become insolvent and orphans
  are designated, and when sites are substantially restored.
- The federal terms for funding dictated that work must be incremental to that already planned by the Province. The Commission had planned \$30 million of orphan site restoration in fiscal 2020/21. The OSSRP funding allowed the Commission to develop a supplemental orphan work plan to carry out an additional \$15 million of orphan site restoration on top of what was already planned.
- The OSSRP also included the opportunity for Indigenous peoples, landowners and local governments to nominate orphan sites for restoration. A total of 80 out of 88 orphan well sites were approved for work under the OSSRP.
- In carrying out the OSSRP work, the Commission engaged a number of Indigenous companies in that work.

### Legacy Sites Reclamation Program (LSRP)

- There are legacy disturbances in northeast BC associated with historic oil and gas development.
  These sites consist primarily of historic seismic cut lines. There are tens of thousands of
  kilometres of such features in northeast BC. These sites continue to have environmental
  impacts, such as on wildlife habitat, or on traditional use by Indigenous Peoples.
- A seismic cut line is a linear corridor created for the purpose of a subsurface survey. Specialized
  companies determine the presence and the extent of oil and gas depositions in a particular area
  using purpose-built equipment. Historically, all the vegetation was removed between 5 and
  7 metres in width, in long straight lines, to allow for movement of the vehicles and equipment
  doing the seismic work.
- The Commission has done some preliminary work in estimating the area of legacy disturbance in northeast BC that has potential for restoration. The area estimate included legacy 2D seismic lines and non-oil and gas activity (ancillary and associated activity) in the northeast.
- The total linear disturbance was netted down from a total of 225,467 km to approximately 50,000 km as a first approximation of restorable linear disturbance. At an estimated cost of \$10,000/km, a total budget of \$500 million would be required to restore this linear disturbance. An additional 714 hectares of associated oil and gas disturbance was calculated, and using an estimated cost of \$30,000/ha, an additional \$20 million would be required.

2021-11-29 Page **2** of **3** 

- A memorandum of understanding (MOU) has been completed between EMLI, the Commission, the Ministry of Forests, Lands and Natural Resource Operations, the Canadian Association of Petroleum Producers and the Explorers and Producers Association of Canada to provide funding and oversight for the reclamation of legacy sites.
- The \$5 million of federal funds for the LSRP will augment the approximately \$1.5 million in existing funds dedicated to reclamation work under the MOU.
- Partnerships with Treaty 8 communities will enable reclamation work to be performed by Indigenous contractors within their traditional territories.
- The first call for proposals under the LSRP resulted in five projects requesting approximately \$3.5 million to undertake restoration projects. The projects were submitted by Blueberry River First Nations (BRFN), Doig River First Nation (DRFN), Fort Nelson First Nation (FNFN), Halfway River First Nations (HRFN), West Moberly First Nation (WMFN) and Saulteau First Nation (SFN):
  - BRFN is proposing to restore 40 km of seismic lines,
  - DRFN is proposing to restore 20 km of seismic lines,
  - FNFN is proposing to restore 50 km of seismic lines,
  - HRFN is proposing to investigate restoration sites to conduct future restoration activities, and
  - WMFN and SFN are proposing to monitor restoration of 58 ha of restored road for effectiveness purposes
- A second call for proposals under the LSRP has recently been completed, and applications are currently being reviewed.

2021-11-29 Page **3** of **3** 

### Proposed sequencing of discussions and work of the SST

Week of Nov 22: Restoration - session 1

BC presents materials, discussion on scope, scale, opportunities

Week of Nov 29: Restoration - session 2

 Industry presents ideas, based on previous discussion (examples could include role, focus areas, how to expedite work on-the-ground)

Week of Dec 6: Decision making, development plans and cumulative effects - session 1

• BC presents materials, discussion on scope, scale, opportunities OR industry leads off

Week of Dec 13: Decision making, development plans and cumulative effects – session 2

• BC or Industry respond, based on who leads off the previous week

Week of Dec 20: Land protections - session 1

BC leads off with thinking for discussion

Week of Dec 27: off

Week of Jan 3: Land protections - session 2

• Further discussion, industry presents based on follow-up from previous session

Week of Jan 10: Forest carbon offset protocol

• BC presents on current work, linkages to CleanBC, and discussion on 'fit' for this work

Week of Jan 17: Restoration and wildlife

 BC or Industry leads off on opportunities for moose forage enhancement (examples could include best practices, new practices, knowledge/science development opportunities, project opportunities)

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Explorers and Producers Association of Canada	Oil and Gas	1
Mining Association of British Columbia	Mining	1
MFLNRORD	Government	1
Ministry of Energy, Mines and Low Carbon Innovation	Government	1
OGC	Government	1
Lands and Natural Resource Operations Secretariat	Government	1
Total		13

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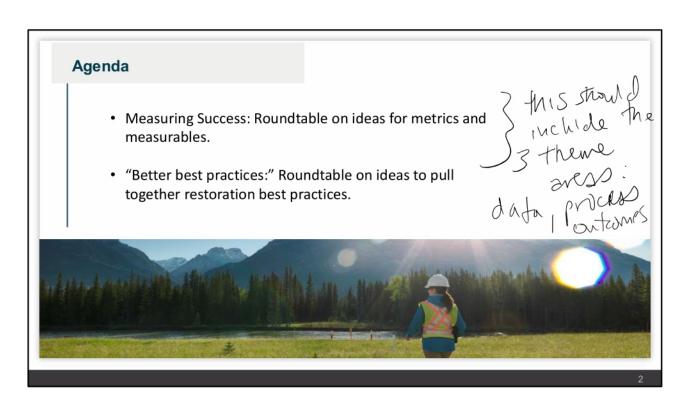
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# Measuring success: Roundtable Data sources: Indigenous groups, industry, government use the same integrated sources of data at the strategic and operational levels, including data gathered in the RSEA process. Nested within a Cumulative Effects Framework, Land Use Plans. Application of sound science and Indigenous knowledge.

### Measuring success: Roundtable

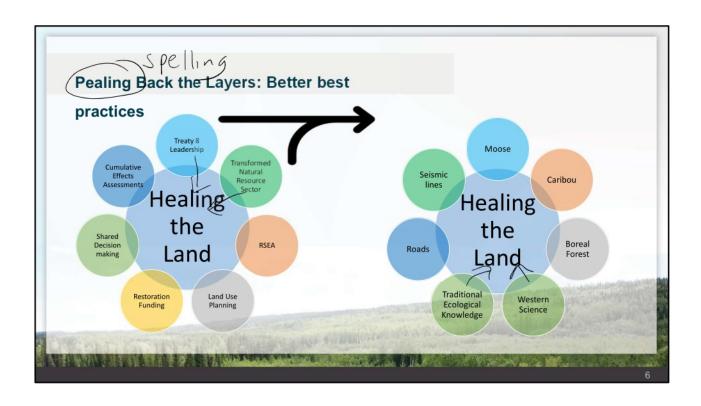
### Process:

- Clear path to a holistic approach for the lifecycle of restoration activities (planning, permitting, monitoring).
- · Single window delivery to ensure:
  - · government is coordinated;
  - · consistent, predictable, timely, durable permitting decisions.
- · Indigenous groups prioritize sites and are active participants in all aspects of restoration.
- · Continuous improvement/adaptive management.
- · Scalable in terms of activity, sector, and province.
- Transparent in all aspects, particularly process and funding, including public annual reports.
- · Stable, predictable, multi-year funding.

### Measuring success: Roundtable

### Outcomes:

- · Shared responsibility, enhanced collaboration.
- · Number of hectares restored.
- Environmental benefits (measures of ecosystem health such as indicator species?).
- · Economic benefits:
  - · Enhanced certainty for industry.
  - · Certainty for those participating in the restoration economy.
  - · Future disturbance is enabled along with restoration activity.
- Social benefits (benefits to communities, Indigenous groups, culturally appropriate restoration and reclamation practices).



### **Restoration Context for Moose and Caribou**

- Moose: In Yahey vs British Columbia, Justice Burke agreed with BRFNs assessment that moose populations central to BRFN's territory (7-34, 7-44 and 7-45) have declined [para 779] and that these declines are a result of anthropogenic disturbance.
- Similarly, she agreed with the parties that caribou populations were in serious decline [para 736].
- Overall, the conclusion is that wildlife populations important to BRFN are in a reduced state as a result of industrial development, thereby impacting their Treaty Rights [para 811].

# Case Studies Fort Nelson First Nation via BC Oil and Gas Research and Innovation Society (BC OGRIS) Omineca Region: BC/Carrier Sekani First Nations (CSFNs) Environment Stewardship Initiative (ESI) Forestry General Wildlife Measures and Objectives Caribou Habitat Restoration

### **OGRIS** and the Restoration Management Committee

- BC Oil and gas Research and Innovation Society (BC OGRIS) establishes the OGRIS restoration fund, dedicated to restoration of historical or legacy PNG disturbances.
- An MOU between EMLI, FLNRORD, BCOGC, CAPP and EPAC.
- The MOU establishes the Restoration Management Committee to ensure OGRIS expenditures contribute to:
  - · Improving habitat and ecosystem conditions and trends;
  - Enhance collaboration with federal government, indigenous communities;
  - Restoration that delivers long term environmental and socio-economic benefits.

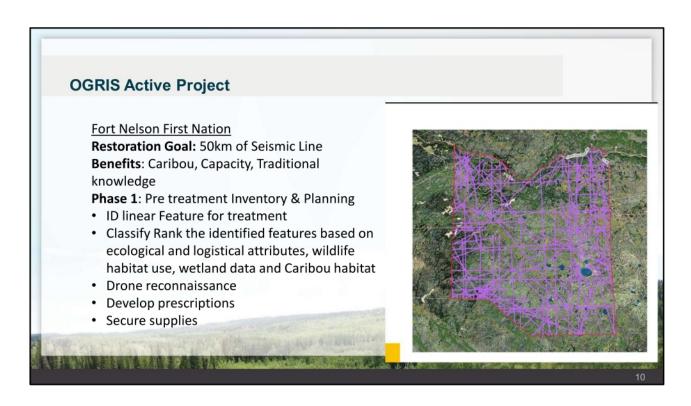
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### **Purpose**

THE RESERVE

Improving habitat and ecosystem conditions and trends in NE BC Enhancing collaboration with the federal government indigenous communities and additional funding entities; and

Adaptive management of habitat and ecosystem restoration efforts to deliver longer term environmental and socio economic benefits.



https://www.bcogris.ca/restoration/projects/active

Restoring Conventional Seismic Lines in the Snake Sahtaneh Caribou Range Three phases:

- •Planning (October, 2021 to December, 2021)
- •Implementation (January, 2022 to September, 2022)
- •Monitoring (October, 2021 to October, 2022)
- •Fort Nelson First Nation (FNFN) with FNFN Guardians; Firelight Group; SwampDonkey; Eh-Cho-Dene





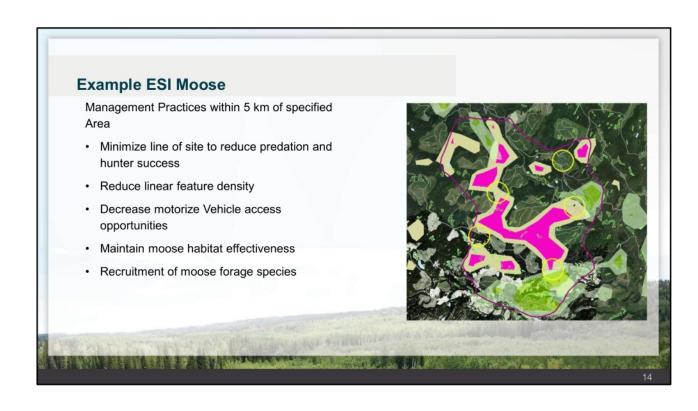
### **Example ESI Moose**

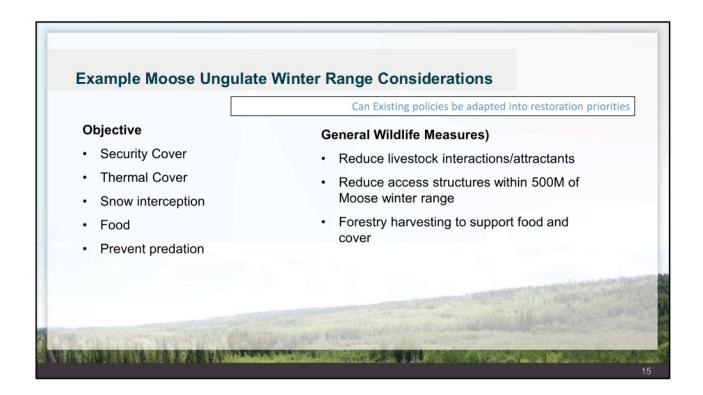
The Carrier Sekani First Nations (CSFNs) and BC have engaged in the Omineca Environment Stewardship Initiative (ESI) within a focus on two approaches:

- avoid harvesting in important areas identified by the ESI Project Team; and second,
- use alternative management practices in specific areas or circumstances.

The CSFN and BC see partnership and collaboration with licensees as a positive step towards a more competitive and sustainable forest sector in the Omineca area.







DRAFT 2 Proposed Omineca Moose Ungulate Winter Range (UWR) FRPA Order GWMs and Objectives Legend: Security Cover Thermal Cover Snow Interception Cover Food Prevent Predation

GWMs 1 and 2 apply to the no harvest ungulate winter range units as identified in Schedule A:

**Forestry Practices** 

GWM 1: No primary forest activities.

Range Practices

GWM 2: No Livestock Attractants or new range developments.

GWMs 3 to 12 apply to the conditional harvest ungulate

winter range units as identified in Schedule A:

**Forestry Practices** 

GWM 3: No new permanent access structure within 500 metres of a no harvest moose ungulate winter range unit as

identified in Schedule A.

GWM 4: An Opening must:

i. not exceed 60 hectares, and

ii. (be designed to have an irregular boundary.1)

GWM 5: Within an Opening and immediately adjacent to an Opening boundary, the distance to a Reserve or Security

Cover must not exceed 125 metres.

GWM 6: Maintain one dominant deciduous stem per 100 m2 if present within the Opening.

GWM 7: Within 1 year of the commencement date:

i. deactivate all remaining temporary access structures;
 and

ii. Rehabilitate the end of all temporary access structures that extend within 300 metres of Opening boundary.

GWM 8: Within 4 years of the commencement date Rehabilitate the first 100 metres of the temporary access structure from the junction with permanent access structures.

GWM 9: An area within the net area to be reforested is not required to meet the applicable stocking standards if when the free growing stand is established:

i. the area is mappable, deciduous leading, and is at least 1 hectare but no more than 4 hectares, and

ii. the portion of the net area to be reforested that is occupied by areas referred to in subparagraph (i) does not exceed 5% of the net area to be reforested.

GWM 10: The use of Herbicide is permitted only for the control of invasive plants and/or Noxious Weeds.

GWM 11: No brushing within 10 metres of Opening boundary.

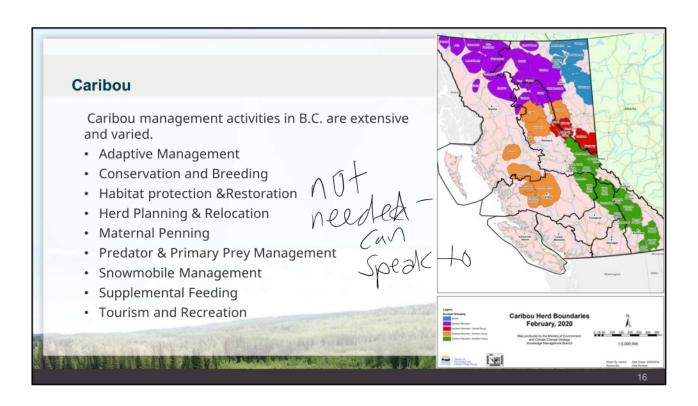
GWM 12: Maintain all Preferred Moose Browse not in direct Competition with a crop tree.

Objective 1 and 2 apply to the conditional harvest ungulate winter range units as identified in Schedule A: Objective 1: To promote stand heterogeneity, establish mixed stands using a diversity of species where an approved

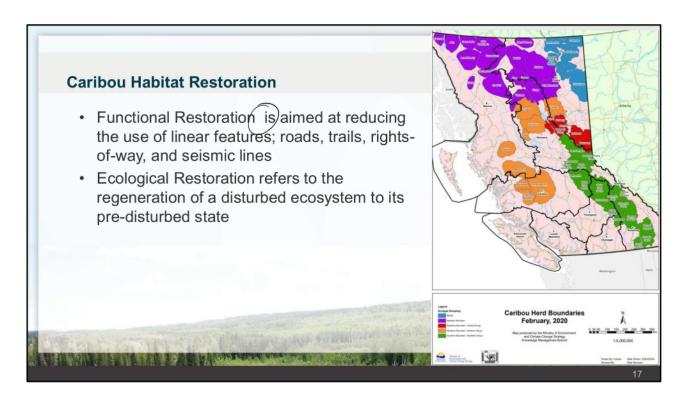
stocking standard identifies more than one preferred species.

Objective 2: To provide short-term mitigation of predation risk, within 1 year of commencement date restrict vehicle access to the Opening.

1 Ongoing examination: includes Shape Index (DeLong's work), Edge to Interior Ratio (Werner/Aleza Lake Research Forest Blocks) and use of GWMs or objective.



https://www2.gov.bc.ca/gov/content/environment/plants-animals-ecosystems/wildlife/wildlife-conservation/caribou/management-activities

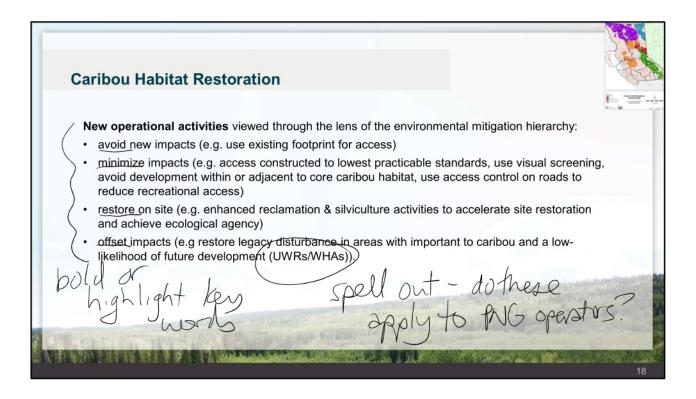


https://www2.gov.bc.ca/gov/content/environment/plants-animalsecosystems/wildlife/wildlife-conservation/caribou/management-activities Functional Restoration is aimed at reducing the use of linear features; roads, trails, rights-of-way, and seismic lines

Wolves, other large predators and people can move along these access routes more quickly than through dense bush, and easily travel to caribou habitats that were once difficult to reach

Restoration activities include replanting routes that are no longer in use, placing slash, trees and other debris across trails, disrupting sightlines, and putting up fence

Ecological Restoration refers to the regeneration of a disturbed ecosystem to its pre-disturbed state; tree replanting, enhanced site work, controlling herbaceous species such as willow, and the use of fertilizers help speed up the ecological restoration of disturbed habitat



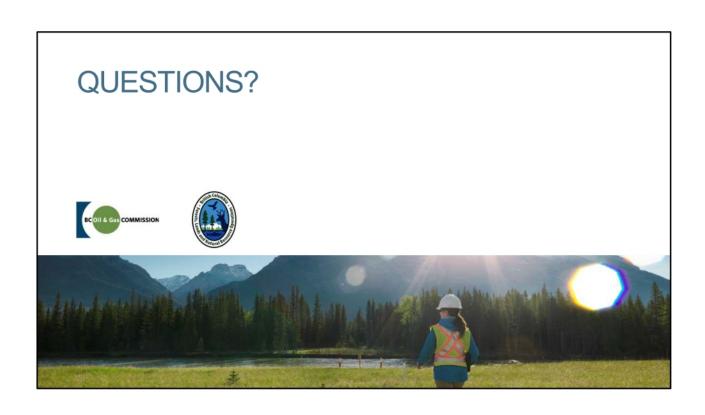
We have published guidance on mitigative measures for **new** development that we can share with proponents as required and can work with them on mitigations regardless of the industry.

Mike Huck

# Caribou Big picture: There's an opportunity for a new business model of developing area based reclamation plans (achieve economy of scales through coordinating reclamation with their peers). Coordinate restoration of crown liabilities (e.g. legacy seismic) with operator liabilities (e.g. well sites/roads), increase efficiencies, lower the cost/ha for restoration and secure large intact areas of forest. Prioritization: restoration should take place in areas with low likelihood of future development (e.g. WHAs/UWRs/Critical community Areas). Planning: 20+ year development plans or reclamation plans could provide the certainty required to put forth large restoration programs, both in areas that are being developed and avoided).

- The Dormancy Regulation is increasing the rate of abandonment and restoration for long-term inactive wells and promoting liability reduction planning by operators (there are ~25,451 wells in BC with only 40% active).
- There 7500+ dormant site in NE B.C but there is inadequate collaboration between operators on the spatial application of restoration. There's an opportunity for a new business model of developing area based reclamation plans (achieve economy of scales through coordinating reclamation with their peers).
- Legacy disturbance footprint is often within areas encumbered by tenure holders and we do not treat these areas for restoration.
- If we can work with operators on an area basis we can coordinate restoration of crown liabilities (e.g. legacy seismic) with operator liabilities (e.g. wellsites/roads), increase efficiencies, lower the cost/ha for restoration and secure large intact areas of forest. A carrot (\$ incentives) or a stick (forced area-based planning) will be required to enable this.
- Safeguarding investment in restoration is important. Ideally,

restoration should take place in areas with low likelihood of future development (e.g. WHAs/UWRs/Critical community Areas). However, long-term (20+ year development plans or area-based deferrals) could provide the certainty required to put forth large restoration programs, both in areas that are being developed and avoided).



#### SCHEDULE A

### CONFIDENTIALITY ACKNOWLEDGEMENT

Reference is made to the Shared Solutions Confidentiality Agreement made as of the 1st day of December, 2021 between the Province of British Columbia, and SRX (the "Confidentiality Agreement"). Capitalized words and terms used in this Confidentiality Acknowledgement but not defined herein will have the meanings ascribed to them in the Confidentiality Agreement.

The undersigned acknowledges that any Confidential Information received by or to which the undersigned is given access is subject to the terms of the Confidentiality Agreement and the undersigned commits to be bound by the confidentiality obligations under the Confidentiality Agreement as if the undersigned was a Receiving Party under that Agreement.

This Confidentiality Acknowledgement is given for good and valuable consideration. The undersigned acknowledges that any Confidential Information disclosed to the undersigned will be disclosed in reliance on this Confidentiality Acknowledgement.

In witness whereof the undersigned	ed has executed this Confidentiality Acknowledgement	
under seal, this/	day of DECEMBER, 2D21, intending to be leg	gally
bound hereby.		,
140		
Lusan Kribs		
Witness Signature	Signature	
SUSAN KREBS		
Witness Name	Name	

#### SHARED SOLUTIONS CONFIDENTIALITY AGREEMENT

This Agreement is made this 3<sup>rd</sup> day of December 2021

#### BETWEEN:

THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development

(the "Province")

AND: The Explorers and Producers Association of Canada

("EPAC")

#### WHEREAS:

- A. The Province is working on shared, regional solutions to advance sustainable resource management activities, environmental protection and reconciliation in the Treaty 8 territory (the "Project").
- B. The Parties wish to maintain in confidence certain information provided by one Party to the other in connection with the Project, in accordance with the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

#### **Definitions**

- 1. For the purposes of this Agreement:
  - (a) "Confidential Information" means any information or documentation, whether written or oral and regardless of form or format, that is:
    - (i) provided by a Party to another Party in connection with the Project where such information is provided in confidence, including without limitation, by being marked as confidential or being provided in circumstances where the Receiving Party reasonably ought to believe it was intended to be maintained in confidence; or
    - (ii) prepared by, for or on behalf of the Parties in connection with the Project, whether before or after the date of this Agreement and including, without limitation, technical analyses and studies, technical

and quantitative information, data, minutes, notes, drafts, commentaries, opinions, recommendations and positions, but excluding information or documentation that is already in the public domain through no breach of this Agreement or that the Parties determine should be made publicly available;

- (b) "Disclosing Party" means a Party that provides or has provided Confidential Information to another Party;
- (c) "Party" includes each Party's legal counsel, officers, employees, contractors and agents and, in the case of the Province, includes Ministers, servants and agents; and
- (d) "Receiving Party" means a Party that receives or has received Confidential Information from another Party.

#### **Confidentiality**

- 2. Subject to paragraph 7, each Receiving Party will keep all Confidential Information confidential, subject to the terms of this Agreement. Each Receiving Party will safeguard Confidential Information against disclosure and, at a minimum, will employ the same means to protect the Confidential Information as it does to protect its own confidential or proprietary information.
- 3. Subject to paragraph 7, no Receiving Party will at any time reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any Confidential Information without the prior written consent of the Disclosing Party, except that a Receiving Party may distribute Confidential Information to responsible legal counsel, officers, employees, consultants and agents of the Receiving Party (including Ministers, servants and agents in the case of the Province) who have a need to know such Confidential Information for purposes of the Project, provided that the Receiving Party first advises any such person of the obligation to keep the Confidential Information confidential and requires such person to sign a written acknowledgement, in the form set out in Schedule A, of their obligation and commitment to keep the Confidential Information confidential in accordance with the terms of this Agreement. The Receiving Party will be responsible for any breach of the confidentiality provisions of this Agreement by any such person.
- 4. Subject to paragraph 8, upon specific written request by the Disclosing Party, the Receiving Party will promptly return such specifically requested Confidential Information in written form and all copies or other reproductions thereof. Confidential

Information that has been included in any analysis or other document prepared by or for the Receiving Party will be held by the Receiving Party subject to the terms of this Agreement or destroyed at the Receiving Party's option. Confidential Information that is included in back-up electronic storage media and that is difficult to separately access may continue to be held by the Receiving Party subject to the confidentiality obligations of this Agreement.

- 5. It is acknowledged and agreed that nothing in this Agreement requires any Party to provide any Confidential Information to the other Party. No Party providing Confidential Information will be deemed to have made any representation or warranty in connection with such Confidential Information.
- 6. The Parties acknowledge and agree that disclosure of Confidential Information, other than in accordance with this Agreement, could reasonably be expected to reveal advice, recommendations, or policy considerations submitted or prepared for submission to the executive council of the Province or any of its committees or by or for a minister or public body of the Province.
- 7. The Receiving Party may disclose Confidential Information if and to the extent required by law. In the event that the Receiving Party believes, based on legal advice obtained by it, that it is legally compelled (including by examination for discovery, request or demand for documents, subpoena or freedom of information request or similar process) to disclose any of the Confidential Information, the Receiving Party will give the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the terms hereof, the Receiving Party legally compelled to disclose the Confidential Information agrees to provide only that portion of the Confidential Information that is legally required to be disclosed and to exercise all reasonable efforts to seek assurance that confidential treatment will be accorded such Confidential Information that it is legally compelled to disclose. The Receiving Party will provide to the Disclosing Party a copy of the Confidential Information that the former has been legally required to disclose.
- 8. Any obligation under this Agreement for a Receiving Party to return or destroy Confidential Information is subject to all applicable laws regarding document retention and/or destruction. If a Party is prevented by applicable laws from returning or destroying Confidential Information, the Confidential Information will nevertheless remain subject to the confidentiality obligations under this Agreement.

#### **Termination**

- 9. Unless the Parties otherwise agree, this Agreement will continue in effect indefinitely despite any conclusion or termination of part or all of the Project. The Parties agree that they will continue to be bound by this Agreement following any such conclusion or termination and following any withdrawal from this Agreement as provided in paragraph 10.
- 10. A Party may terminate its participation in this Agreement, on a prospective basis, by providing 30 days' prior written notice to the other Parties. The notice must include the contemporaneous return to the Disclosing Party of any Confidential Information received by the terminating Party, in accordance with and subject to paragraphs 4 and 8. Such termination will not alter the confidentiality of any Confidential Information received prior to termination or the rights and obligations of the Parties to this Agreement with respect to such Confidential Information.

#### General

- 11. Amendments to this Agreement will be made only in writing.
- 12. This Agreement, and the rights and obligations of the Parties, will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 13. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

(the remainder of this page intentionally left blank)

14. This Agreement may be executed by fax or by email and in counterparts, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have signed this Agreement effective the date set forth above.

FOR THE PROVINCE OF BRITISH COLUMBIA,

Minister of Forests, Lands, Natural Resource Operations and Rural Development or a duly authorized representative.

The Explorers and Producers Association of Canada

Per:

Victoria Balance, VP Operations

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca>

**Sent:** November 24, 2021 6:57 PM

To: Skye.Mcconnell@shell.com; Jennifer Findlay; v.ballance@explorersandproducers.ca; Greg D'Avignon;

syoung@petronascanada.com; Sabrina Spencer; Donna Kopecky; XT:Uhrich, Kalin FLNR:IN

Cc: Mah-Paulson, May EMLI:EX; Paulson, Ken OGC:IN; Hykaway, Mike R FLNR:EX; Amann-Blake,

Nathaniel EMLI:EX

Subject: Revised TOR and Confidentiality Agreement for SST participants

Attachments: 20211124\_Confidentiality Agreement for SST.docx; 20211124\_SST Terms of Reference.docx

Hi Strategic Solutions Team members,

Thanks for the feedback on the original Terms of Reference and the NDA. Attached are proposed revisions based on what we heard, like the reciprocal nature of sharing and the need to engage other technical folks in what work you will bring to the table for discussion.

We can make this our first agenda item for our 2-hr session on Friday, to ensure these are fit for purpose, and then get to work discussing restoration. We will also include a proposed forecast of topics for our work together over the next six weeks or so.

I will share out materials on the restoration topic as they are available, starting tomorrow.

Thank you.

Cheers,

Morgan

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

Morgan.Kennah@gov.bc.ca | Office – 778.974.5846 | Mobile - 250.896.6268

Pronouns: she/her/they/them

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca >

**Sent:** November 29, 2021 10:50 AM

**To:** Coley, Simon J EMLI:EX

Cc: Hykaway, Mike R FLNR:EX; Mah-Paulson, May EMLI:EX; Amann-Blake, Nathaniel EMLI:EX; Mihlar, Fazil

EMLI:EX; Robb, Peter L. EMLI:EX; Halls, Lori D FLNR:EX; Paulson, Ken OGC:IN

Subject: RE: Revised TOR and Confidentiality Agreement for SST participants

Hi Simon,

Ken and Mike shared the idea of Tim joining our Strategic Solutions Team on Friday, and the group supported the idea. If you can share Tim's email with me, I can add him to our Wednesday meeting invite.

Thank you. Morgan

From: Paulson, Ken < Ken. Paulson@bcogc.ca>

Sent: November 25, 2021 5:02 PM

**To:** Coley, Simon J EMLI:EX <Simon.Coley@gov.bc.ca>; Halls, Lori D FLNR:EX <Lori.D.Halls@gov.bc.ca> **Cc:** Hykaway, Mike R FLNR:EX <Mike.Hykaway@gov.bc.ca>; Mah-Paulson, May EMLI:EX <May.Mah-

Paulson@gov.bc.ca>; Amann-Blake, Nathaniel EMLI:EX <Nathaniel.Amann-Blake@gov.bc.ca>; Mihlar, Fazil EMLI:EX

<Fazil.Mihlar@gov.bc.ca>; Robb, Peter L. EMLI:EX <Peter.Robb@gov.bc.ca>; Kennah, Morgan FLNR:EX

<Morgan.Kennah@gov.bc.ca>

Subject: RE: Revised TOR and Confidentiality Agreement for SST participants

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Compelling arguments. We'll raise those points Simon.

Nates attending so he can speak to these.



Ken Paulson , P.Eng Executive Vice President, Chief Operating Officer Ken.Paulson@bcogc.ca

Victoria BC Office Address Directory bcogc.ca T. 250 419-4404 F. 250-419-4403 M. 250-888-6779











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From: Halls, Lori D FLNR:EX <Lori.D.Halls@gov.bc.ca>

**Sent:** Thursday, November 25, 2021 4:24 PM **To:** Paulson, Ken < <u>Ken.Paulson@bcogc.ca</u>>

**Cc:** Coley, Simon J EMLI:EX < Simon.Coley@gov.bc.ca >; Hykaway, Mike R FLNR:EX < Mike.Hykaway@gov.bc.ca >; Mah-Paulson, May EMLI:EX < May.Mah-Paulson@gov.bc.ca >; Amann-Blake, Nathaniel EMLI:EX < Nathaniel.Amann-Blake@gov.bc.ca >; Mihlar, Fazil < fazil.mihlar@gov.bc.ca >; Robb, Peter L. EMLI:EX < Peter.Robb@gov.bc.ca >; Kennah,

Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca >

Subject: Re: Revised TOR and Confidentiality Agreement for SST participants

I expect this is what Tim McEwan wants to chat about with me.

Lori Halls
Deputy Minister
Lands, Natural Resources Operations Secretariat

On Nov 25, 2021, at 3:57 PM, Paulson, Ken <Ken.Paulson@bcogc.ca> wrote:

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Mike, May, Morgan and I are meeting in a couple of minutes. We'll discuss and get back to you Simon

<image001.jpg>

Ken Paulson , P.Eng Executive Vice President, Chief Operating Officer Ken.Paulson@bcogc.ca

<image002.png>

<image003.png>

<image004.png>

<image005.jpg>

<image006.jpg>

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Ken Paulson , P.Eng Executive Vice President, Chief Operating Officer Ken.Paulson@bcogc.ca

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From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca >

Sent: Friday, November 26, 2021 5:08 PM

To: Paulson, Ken <<u>Ken.Paulson@bcogc.ca</u>>; Hykaway, Mike R FLNR:EX <<u>Mike.Hykaway@gov.bc.ca</u>>; Mah-Paulson, May

EMLI:EX < May.Mah-Paulson@gov.bc.ca >; Curry, Sean < Sean.Curry@bcogc.ca >; Dickinson, Sara

<Sara.Dickinson@bcogc.ca>

Subject: Confirming SST meeting takeaways, key messages, next steps

Hi all,

Here's what I propose we share back as the key points, and our next steps. I've tried to frame this in a way that can feed future conversations.

Take-aways:

#### General:

- Agreement to proceed with the TOR with minor changes, paired with key messages interpreting what the role of the SST is and isn't. Recognition that an industry voice is at the table, but it's not the industry voice.
  - TOR will be amended to include alternates (once names and emails are provided), and Tim McEwan of MABC will be invited to join
- Discussion on the 'fit' of the proposed confidentiality agreement. Paragraph 4 of the agreement allows for any
  means of how industry or government wants to involve others into the conversations. Everyone involved must
  sign an NDA (e.g. Board members, working group members).
- Permitting and allowing for prospective activities could be a future work area for the SST

#### Restoration specific:

- How can nature based solutions and carbon investment contribute to funding restoration and a possible centre
  of excellence?
- How could we start thinking about measuring success?
- How can the SST look at incorporating local agreements on impact benefits if Nations agreed to the infringement?
- How can we together contribute to the restoration challenge? Regardless of individual perspectives, without
  major restoration activities, substantial new activities in the medium to longer term are unlikely.
- What can we do together on change management, as we are all socialized to a transactional approach on permitting and on the disturbances created resulting from industrial activities?
- How can we better understand the temporal nature of the challenge, as well as the spatial nature?
- If a shared approach cannot be reached with the Nations together on restoration plans, can we consider how to activate dispute-resolution mechanisms and policy to address the 'battle of experts?'

What can we contribute to the options for design of a Centre of Excellence on restoration?

#### Key messages on the 'what' of the SST:

- The SST is positioned to help frame and inform initial thinking on how to address some large challenges related to northeast BC and cumulative effects
- A small selection of informed, well connected folks have been invited to participate, who are expected to
  involve others in their respective sectors and organizations, to bring in ideas for some of the questions and
  challenges the SST choses to tackle
- The SST recognizes it is just a small selection of organizations to start. The industry members present bring
  forward a perspective, but it is just a perspective and doesn't recognize the broad spectrum of ideas that could
  be achieved as part of a large committee

#### Proposed focus areas for Dec 1 meeting:

- Centre of Excellence: Greg shares thinking, Shannon shares thinking (on Skye's behalf, if no alternate is appointed), BC shares early thinking
- Temporal nature of problem: Sean can speak to early results on restoration from RSEA, at a high level (if allowed to based on RSEA TOR with Nations)
- Shared dataset: Sean will demo existing tool, and team can discuss options for how to improve on current tools
- Measuring success: Roundtable on ideas for metrics, measurables
- "Better best practices:" Roundtable on ideas for how to pull together restoration best practices (e.g. for 2D and 3D seismic, roads), what we understand about indigenous interests in improving standards

I'd appreciate your feedback asap, so we can return this to the folks and get ready for our next two hours together, just days away.

Thank you.

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

Morgan.Kennah@gov.bc.ca | Office – 778.974.5846 | Mobile - 250.896.6268

Pronouns: she/her/they/them

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca>

**Sent:** November 30, 2021 1:00 PM

**To:** Giannotti, Anthony G FLNR:EX; Read, Stafford

Cc: Curry, Sean; Hykaway, Mike R FLNR:EX

**Subject:** FW: Proposed agenda and materials for Wednesday's Strategic Solutions Table

Attachments: 20211129\_Strategic Solutions Table\_Confidentiality Agreement.doc; 20211129\_Strategic Solutions

Table\_TOR.docx; Attachment 1 - Background - Federally Funded Reclamation Programs - 2021-11-29.docx; Attachment 2 - Proposed initial sequencing of the work for SST (from Nov

26).docx

Hi Anthony and Stafford,

Here is what the participants of the SST received earlier today, just FYI for you.

Cheers, Morgan

From: Kennah, Morgan FLNR:EX Sent: November 30, 2021 10:32 AM

To: 'Jennifer Findlay' <JFindlay@pembina.com>; 'Sabrina Spencer' <spencer@cofi.org>; 'Donna Kopecky' <Donna.Kopecky@lpcorp.com>; XT:Uhrich, Kalin FLNR:IN <kalin.uhrich@canfor.com>; 'Victoria Ballance' <v.ballance@explorersandproducers.ca>; 'Greg D'Avignon' <greg.davignon@bcbc.com>; 'Skye.Mcconnell@shell.com' <Skye.Mcconnell@shell.com>; 'syoung@petronascanada.com' <syoung@petronascanada.com> Cc: Paulson, Ken OGC:IN <Ken.Paulson@bcogc.ca>; Hykaway, Mike R FLNR:EX <Mike.Hykaway@gov.bc.ca>; Mah-Paulson, May EMLI:EX <May.Mah-Paulson@gov.bc.ca>; Swan, Trevor <Trevor.Swan@bcogc.ca>; Amann-Blake, Nathaniel EMLI:EX <Nathaniel.Amann-Blake@gov.bc.ca>; Dickinson, Sara OGC:IN <Sara.Dickinson@bcogc.ca>; Curry, Sean <Sean.Curry@BCOGC.ca>

Subject: Proposed agenda and materials for Wednesday's Strategic Solutions Table

#### Hello SST:

Thanks for a good first working meeting last week on restoration. Tomorrow the proposal is to go further into restoration on some shared areas of interest which emerged last Friday (see below), after the action items:

#### Actions:

- TOR revised to include MABC and indicate alternates as we discussed, see attached
- Confidentiality Agreement language added at the very end of paragraph 7 to address a recommendation from Sabrina around clarifying the disclosure of Confidential Information between the Parties. Otherwise, the agreement remains as is, and anyone you want to bring into a working group or be privy to Confidential Information has to sign off Appendix 1 and send back to BC
- Share out summary of federally funded reclamation programs (see Attachment 1)
- Provide key messages as to the simple purpose of the SST (see below with yellow highlight)

#### Proposed Agenda:

- Agenda check
- Centre of Excellence: Greg shares thinking, Shannon shares thinking (on Skye's behalf, if no alternate is appointed), roundtable of additional ideas, BC shares early thinking
- Shared dataset: OGC will demo an existing tool, and the table can discuss options for how to improve on current tools together

- Measuring success: Roundtable on ideas for metrics, measurables, which could be shared with Nations, and could be considered in the near term
- "Better best practices:" Roundtable on ideas for how to pull together restoration best practices (e.g. for 2D and 3D seismic, roads), what we understand about indigenous interests in improving standards
- Next meeting development planning concept (see Attachment 2)

#### Take-aways from Nov 26 meeting:

#### General:

- Agreement to proceed with the TOR with minor changes, paired with key messages interpreting what the role of the SST is and isn't. Recognition that an industry voice is at the table, but it's not the industry voice.
  - TOR will be amended to include alternates (once names and emails are provided), and Tim McEwan of MABC will be invited to join
- Discussion on the 'fit' of the proposed confidentiality agreement. Paragraph 4 of the agreement allows for any means of how industry or government wants to involve others into the conversations. Everyone involved must sign an NDA (e.g. Board members, working group members).
- Permitting and allowing for prospective activities could be a future work area for the SST

#### Restoration specific:

- How could we start thinking about measuring success?
- How can the SST look at incorporating local agreements on impact benefits if Nations agreed to the infringement?
- How can we together contribute to the restoration challenge? Regardless of individual perspectives, without
  major restoration activities, substantial new activities in the medium to longer term are unlikely.
- What can we do together on change management, as we are all socialized to a transactional approach on permitting and on the disturbances created resulting from industrial activities?
- How can we better understand the temporal nature of the challenge, as well as the spatial nature?
- If a shared approach cannot be reached with the Nations together on restoration plans, can we consider how to activate dispute-resolution mechanisms and policy to address the 'battle of experts?'
- What can we contribute to the options for design of a Centre of Excellence on restoration?
- How can nature based solutions and carbon investment contribute to funding restoration and a possible centre of excellence?

#### Key messages on the 'what' of the SST:

- The SST is positioned to help frame and inform initial thinking on how to address some large challenges related to northeast BC and cumulative effects
- A small selection of informed, well connected folks have been invited to participate, who are expected to
  involve others in their respective sectors and organizations, to bring in ideas for some of the questions and
  challenges the SST choses to tackle
- The SST recognizes it is just a small selection of organizations to start. The industry members present bring
  forward a perspective, but it is just a perspective and doesn't recognize the broad spectrum of ideas that could
  be achieved as part of a large committee

#### Proposed focus areas emerging for Dec 1 meeting:

- Centre of Excellence: Greg shares thinking, Shannon shares thinking (on Skye's behalf, if no alternate is appointed), roundtable of additional ideas, BC shares early thinking
- Shared dataset: OGC will demo an existing tool, and the table can discuss options for how to improve on current tools together

- Measuring success: Roundtable on ideas for metrics, measurables, which could be shared with Nations, and could be considered in the near term
- "Better best practices:" Roundtable on ideas for how to pull together restoration best practices (e.g. for 2D and 3D seismic, roads), what we understand about indigenous interests in improving standards

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

Morgan.Kennah@gov.bc.ca | Office - 778.974.5846 | Mobile - 250.896.6268

Pronouns: she/her/they/them

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca>

**Sent:** December 1, 2021 7:20 AM

To: Giannotti, Anthony G FLNR:EX; Dickinson, Sara OGC:IN; 'Morgan, Andrew'

Cc: Vince, Karrilyn M FLNR:EX; Cuell, James W FLNR:EX; Hykaway, Mike R FLNR:EX

Subject: RE: Proposed agenda and materials for Wednesday's Strategic Solutions Table

**Attachments:** RestorationOpportunity\_SST-mk.pptx

Hi Anthony,

Thanks for sharing this out so quickly.

I've made some quick comments on the deck you can see for fine tuning.

As for the notes in the notes page, are you wanting to share those with industry or not? If not, let's remove.

Talk to you at 11am.

Cheers, Morgan

From: Giannotti, Anthony G FLNR:EX < Anthony. Giannotti@gov.bc.ca>

Sent: November 30, 2021 9:44 PM

To: Kennah, Morgan FLNR:EX < Morgan. Kennah@gov.bc.ca>; Dickinson, Sara OGC: IN < Sara. Dickinson@bcogc.ca>;

'Morgan, Andrew' < Andrew. Morgan @bcogc.ca>

Cc: Vince, Karrilyn M FLNR:EX <Karrilyn.Vince@gov.bc.ca>; Cuell, James W FLNR:EX <James.Cuell@gov.bc.ca>

Subject: RE: Proposed agenda and materials for Wednesday's Strategic Solutions Table

Hi Morgan, Sara and Andrew.

Here is the draft slide deck for our review at 11:00 tomorrow. Covers topics 5&6 from the Agenda below

#### Cheers

Anthony Giannotti, RPF Director, Strategic Initiatives Northeast Natural Resource Region W 250-645-9310 C 778-349-1274

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca>

Sent: November 30, 2021 1:00 PM

To: Giannotti, Anthony G FLNR:EX <Anthony.Giannotti@gov.bc.ca>; Read, Stafford <Stafford.Read@BCOGC.ca>

Cc: Curry, Sean < Sean.Curry@BCOGC.ca >; Hykaway, Mike R FLNR:EX < Mike.Hykaway@gov.bc.ca >

Subject: FW: Proposed agenda and materials for Wednesday's Strategic Solutions Table

Hi Anthony and Stafford,

Here is what the participants of the SST received earlier today, just FYI for you.

Cheers, Morgan

From: Kennah, Morgan FLNR:EX Sent: November 30, 2021 10:32 AM

To: 'Jennifer Findlay' <<u>JFindlay@pembina.com</u>>; 'Sabrina Spencer' <<u>spencer@cofi.org</u>>; 'Donna Kopecky' <<u>Donna.Kopecky@lpcorp.com</u>>; XT:Uhrich, Kalin FLNR:IN <<u>kalin.uhrich@canfor.com</u>>; 'Victoria Ballance' <<u>v.ballance@explorersandproducers.ca</u>>; 'Greg D'Avignon' <<u>greg.davignon@bcbc.com</u>>; 'Skye.Mcconnell@shell.com' <<u>Skye.Mcconnell@shell.com</u>>; 'syoung@petronascanada.com' <<u>syoung@petronascanada.com</u>>

Cc: Paulson, Ken OGC:IN < <a href="mailto:Ken.Paulson@bcogc.ca">Ken.Paulson@bcogc.ca</a>; Hykaway, Mike R FLNR:EX < <a href="mailto:Mike.Hykaway@gov.bc.ca">Mike.Hykaway@gov.bc.ca</a>; Mah-Paulson, May EMLI:EX < <a href="mailto:May.Mah-Paulson@gov.bc.ca">Mah-Paulson@gov.bc.ca</a>; Swan, Trevor < <a href="mailto:Trevor.Swan@bcogc.ca">Trevor.Swan@bcogc.ca</a>; Amann-Blake, Nathaniel EMLI:EX < <a href="mailto:Nathaniel.Amann-Blake@gov.bc.ca">Nathaniel.Amann-Blake@gov.bc.ca</a>; Dickinson, Sara OGC:IN < <a href="mailto:Sara.Dickinson@bcogc.ca">Sara.Dickinson@bcogc.ca</a>; Curry, Sean < <a href="mailto:Sean.Curry@BCOGC.ca">Sean.Curry@BCOGC.ca</a>>

Subject: Proposed agenda and materials for Wednesday's Strategic Solutions Table

#### Hello SST:

Thanks for a good first working meeting last week on restoration. Tomorrow the proposal is to go further into restoration on some shared areas of interest which emerged last Friday (see below), after the action items:

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- TOR revised to include MABC and indicate alternates as we discussed, see attached
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- Share out summary of federally funded reclamation programs (see Attachment 1)
- Provide key messages as to the simple purpose of the SST (see below with yellow highlight)

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- 1. Agenda check
- 2. Centre of Excellence: Greg shares thinking, Shannon shares thinking (on Skye's behalf, if no alternate is appointed), roundtable of additional ideas, BC shares early thinking
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#### Take-aways from Nov 26 meeting:

#### General:

- Agreement to proceed with the TOR with minor changes, paired with key messages interpreting what the role
  of the SST is and isn't. Recognition that an industry voice is at the table, but it's not the industry voice.
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- Discussion on the 'fit' of the proposed confidentiality agreement. Paragraph 4 of the agreement allows for any
  means of how industry or government wants to involve others into the conversations. Everyone involved must
  sign an NDA (e.g. Board members, working group members).
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#### Restoration specific:

- How could we start thinking about measuring success?
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  major restoration activities, substantial new activities in the medium to longer term are unlikely.
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#### Key messages on the 'what' of the SST:

- The SST is positioned to help frame and inform initial thinking on how to address some large challenges related to northeast BC and cumulative effects
- A small selection of informed, well connected folks have been invited to participate, who are expected to
  involve others in their respective sectors and organizations, to bring in ideas for some of the questions and
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  forward a perspective, but it is just a perspective and doesn't recognize the broad spectrum of ideas that could
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#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

Morgan.Kennah@gov.bc.ca | Office – 778.974.5846 | Mobile - 250.896.6268

Pronouns: she/her/they/them

From: Victoria Ballance <v.ballance@explorersandproducers.ca>

Sent: December 6, 2021 5:17 PM
To: Kennah, Morgan FLNR:EX

Cc: trevor.swan@bcogc.ca; Hykaway, Mike R FLNR:EX

**Subject:** EPAC - Signed Confidentiality Agreements

Attachments: Strategic Solutions Table\_Confidentiality Agreement\_EPAC.pdf; Strategic Solutions

Table\_Confidentiality Agreement\_Storm.pdf; 20211129\_Strategic Solutions Table\_Confidentiality Agreement Crew December 3, 2021.pdf; Signed - Strategic Solutions Table\_Confidentiality

Agreement\_TOU.pdf

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

#### Good evening,

I've attached the signed confidentiality agreements from the EPAC members who will be providing input, through a working group EPAC will be striking, to support feedback into the SST.

Please let me know if you require anything further.

Thanks.

Vicki

#### SHARED SOLUTIONS CONFIDENTIALITY AGREEMENT

This Agreeme	ent is made this day of, 2021
BETWEEN:	
	THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development
	(the "Province")
AND:	[Company Name]
	("[Short Form of Name]")

#### WHEREAS:

- A. The Province is working on shared, regional solutions to advance sustainable resource management activities, environmental protection and reconciliation in the Treaty 8 territory (the "Project").
- B. The Parties wish to maintain in confidence certain information provided by one Party to the other in connection with the Project, in accordance with the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

#### **Definitions**

- 1. For the purposes of this Agreement:
  - (a) "Confidential Information" means any information or documentation, whether written or oral and regardless of form or format, that is:
    - (i) provided by a Party to another Party in connection with the Project where such information is provided in confidence, including without limitation, by being marked as confidential or being provided in circumstances where the Receiving Party reasonably ought to believe it was intended to be maintained in confidence; or
    - (ii) prepared by, for or on behalf of the Parties in connection with the Project, whether before or after the date of this Agreement and including, without limitation, technical analyses and studies, technical

and quantitative information, data, minutes, notes, drafts, commentaries, opinions, recommendations and positions, but excluding information or documentation that is already in the public domain through no breach of this Agreement or that the Parties determine should be made publicly available;

- (b) "Disclosing Party" means a Party that provides or has provided Confidential Information to another Party;
- (c) "Party" includes each Party's legal counsel, officers, employees, contractors and agents and, in the case of the Province, includes Ministers, servants and agents; and
- (d) "Receiving Party" means a Party that receives or has received Confidential Information from another Party.

#### Confidentiality

- Subject to paragraph 7, each Receiving Party will keep all Confidential Information confidential, subject to the terms of this Agreement. Each Receiving Party will safeguard Confidential Information against disclosure and, at a minimum, will employ the same means to protect the Confidential Information as it does to protect its own confidential or proprietary information.
- 3. Subject to paragraph 7, no Receiving Party will at any time reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any Confidential Information without the prior written consent of the Disclosing Party, except that a Receiving Party may distribute Confidential Information to responsible legal counsel, officers, employees, consultants and agents of the Receiving Party (including Ministers, servants and agents in the case of the Province) who have a need to know such Confidential Information for purposes of the Project, provided that the Receiving Party first advises any such person of the obligation to keep the Confidential Information confidential and requires such person to sign a written acknowledgement, in the form set out in Schedule A, of their obligation and commitment to keep the Confidential Information confidential in accordance with the terms of this Agreement. The Receiving Party will be responsible for any breach of the confidentiality provisions of this Agreement by any such person.
- 4. Subject to paragraph 8, upon specific written request by the Disclosing Party, the Receiving Party will promptly return such specifically requested Confidential Information in written form and all copies or other reproductions thereof. Confidential

Information that has been included in any analysis or other document prepared by or for the Receiving Party will be held by the Receiving Party subject to the terms of this Agreement or destroyed at the Receiving Party's option. Confidential Information that is included in back-up electronic storage media and that is difficult to separately access may continue to be held by the Receiving Party subject to the confidentiality obligations of this Agreement.

- 5. It is acknowledged and agreed that nothing in this Agreement requires any Party to provide any Confidential Information to the other Party. No Party providing Confidential Information will be deemed to have made any representation or warranty in connection with such Confidential Information.
- 6. The Parties acknowledge and agree that disclosure of Confidential Information, other than in accordance with this Agreement, could reasonably be expected to reveal advice, recommendations, or policy considerations submitted or prepared for submission to the executive council of the Province or any of its committees or by or for a minister or public body of the Province.
- 7. The Receiving Party may disclose Confidential Information if and to the extent required by law. In the event that the Receiving Party believes, based on legal advice obtained by it, that it is legally compelled (including by examination for discovery, request or demand for documents, subpoena or freedom of information request or similar process) to disclose any of the Confidential Information, the Receiving Party will give the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the terms hereof, the Receiving Party legally compelled to disclose the Confidential Information agrees to provide only that portion of the Confidential Information that is legally required to be disclosed and to exercise all reasonable efforts to seek assurance that confidential treatment will be accorded such Confidential Information that it is legally compelled to disclose. The Receiving Party will provide to the Disclosing Party a copy of the Confidential Information that the former has been legally required to disclose.
- 8. Any obligation under this Agreement for a Receiving Party to return or destroy Confidential Information is subject to all applicable laws regarding document retention and/or destruction. If a Party is prevented by applicable laws from returning or destroying Confidential Information, the Confidential Information will nevertheless remain subject to the confidentiality obligations under this Agreement.

#### **Termination**

- 9. Unless the Parties otherwise agree, this Agreement will continue in effect indefinitely despite any conclusion or termination of part or all of the Project. The Parties agree that they will continue to be bound by this Agreement following any such conclusion or termination and following any withdrawal from this Agreement as provided in paragraph 10.
- 10. A Party may terminate its participation in this Agreement, on a prospective basis, by providing 30 days' prior written notice to the other Parties. The notice must include the contemporaneous return to the Disclosing Party of any Confidential Information received by the terminating Party, in accordance with and subject to paragraphs 4 and 8. Such termination will not alter the confidentiality of any Confidential Information received prior to termination or the rights and obligations of the Parties to this Agreement with respect to such Confidential Information.

#### General

- 11. Amendments to this Agreement will be made only in writing.
- 12. This Agreement, and the rights and obligations of the Parties, will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 13. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

(the remainder of this page intentionally left blank)

14.	This Agreement may be executed by fax or by email and in counterparts, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.
IN WI above.	TNESS WHEREOF the Parties have signed this Agreement effective the date set forth
FOR T	THE PROVINCE OF BRITISH COLUMBIA,
	er of Forests, Lands, Natural Resource Operations and Rural Development lly authorized representative.
[Comp	pany name]

Per:

# SCHEDULE A

# CONFIDENTIALITY ACKNOWLEDGEMENT

Reference is made to the Shared	Solutions Confider	itiality Agreement made as of the
		of British Columbia, and XX (the
		nd terms used in this Confidentiality
Acknowledgement but not define	d herein will have	the meanings ascribed to them in the
Confidentiality Agreement.		
undersigned is given access is sul	bject to the terms o	al Information received by or to which the of the Confidentiality Agreement and the ality obligations under the Confidentiality arty under that Agreement.
•	ny Confidential Int	good and valuable consideration. The formation disclosed to the undersigned Acknowledgement.
In witness whereof the undersign	ed has executed the	is Confidentiality Acknowledgement
		, 21, intending to be legally
bound hereby.		
	_	
Witness Signature	-	Signature
Witness Name	-	Name

# Terms of Reference Industry/Government Strategic Solutions Team

#### 1. Mandate

The Strategic Solutions Team (SST) provides the opportunity for Industry and Government to work collaboratively in the identification and development of policies (inclusive of legislation and regulation), programs, processes and concepts addressing the matters raised by Yahey v. British Columbia. The work of the SST will provide an industry lens to the development and refinement of concepts for negotiation and implementation with the Blueberry River First Nations as well as other Treaty 8 Nations. The SST's advice will guide and inform the necessary advancement of different and better ways of resource management in British Columbia.

This includes but is not limited to:

- Participation and advice on cumulative effects and land use planning initiatives in the region;
- Programs for restoration of existing disturbances;
- Standards and policies for reclamation of habitat;
- Establishing standards and methodologies for tenure development plans and strategies, which
  involve Indigenous participation and consent, and more strategic engagement on permitting;
- Linking and coordinating development of the land base;
- Low impact technologies;
- Opportunities for and engagement of Indigenous people and local communities; and
- Collaborative approaches to consultation.

# 2. Leadership

The SST is co-chaired by the Chief Operating Officer of the Oil and Gas Commission (OGC) and the Assistant Deputy Minister (North) of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (MFLNRORD).

The executive champion for the Province will be Lori Halls, DM.

# 3. Membership

The initial membership of the SST is representatives from the Business, Forestry and Oil and Gas sectors as well as the province. It is anticipated that as the work of the SST evolves over time, there may be expansion of the membership to other sectors as well as Indigenous participation. Each representative is to confirm an alternate to attend if they cannot.

Membership consists of representatives from:

Organization	Sector	Number of
		Representatives
Business Council of British Columbia	Business	1
Council of Forest Industries	Forestry	1
Canfor	Forestry	1
Louisiana Pacific	Forestry	1

Midstream Producers	Oil and Gas	1
Canadian Association of Petroleum Producers	Oil and Gas	2
Explorers and Producers Association of Canada	Oil and Gas	1
Mining Association of British Columbia	Mining	1
MFLNRORD	Government	1
Ministry of Energy, Mines and Low Carbon Innovation	Government	1
OGC	Government	1
Lands and Natural Resource Operations Secretariat	Government	1
Total		13

# 4. Funding

Members are responsible for their own costs.

# 5. Confidentiality

A Non-Disclosure Agreement pairs with this document, and it should be read in conjunction with this document.

# 6. Terms of Reference. Duration, Modification, and Termination

This Terms of Reference will become effective on the date of endorsement by the members. Any party may withdraw from participating in the Committee at any time by providing written notice.

This Terms of Reference may be modified by consensus by all parties. Where applicable, modifications will specify the date on which they will take effect.

#### SHARED SOLUTIONS CONFIDENTIALITY AGREEMENT

This Agreement is made this 3<sup>rd</sup> day of December 2021

#### BETWEEN:

THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development

(the "Province")

AND: The Explorers and Producers Association of Canada

("EPAC")

#### WHEREAS:

- A. The Province is working on shared, regional solutions to advance sustainable resource management activities, environmental protection and reconciliation in the Treaty 8 territory (the "Project").
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IN WITNESS WHEREOF the Parties have signed this Agreement effective the date set forth above.

FOR THE PROVINCE OF BRITISH COLUMBIA,

Minister of Forests, Lands, Natural Resource Operations and Rural Development or a duly authorized representative.

The Explorers and Producers Association of Canada

Per:

Victoria Balance, VP Operations

# SCHEDULE A

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· · · · · · · · · · · · · · · · · · ·	any Confidential Ir	r good and valuable consideration. The nformation disclosed to the undersigned Acknowledgement.	
In witness whereof the undersign	ned has executed th	nis Confidentiality Acknowledgement	
		, 21, intending to be lega	lly
bound hereby.			
Witness Signature	_	Signature	
Witness Name	_	Name	

#### Kennah, Morgan FLNR:EX

From: Kennah, Morgan FLNR:EX
Sent: November 30, 2021 10:32 AM

To: 'Jennifer Findlay'; 'Sabrina Spencer'; 'Donna Kopecky'; XT:Uhrich, Kalin FLNR:IN; 'Victoria

Ballance'; 'Greg D'Avignon'; 'Skye.Mcconnell@shell.com';

'syoung@petronascanada.com'

Cc: Paulson, Ken OGC:IN; Hykaway, Mike R FLNR:EX; Mah-Paulson, May EMLI:EX; Swan,

Trevor; Amann-Blake, Nathaniel EMLI:EX; Dickinson, Sara OGC:IN; Curry, Sean

**Subject:** Proposed agenda and materials for Wednesday's Strategic Solutions Table

**Attachments:** 20211129\_Strategic Solutions Table\_Confidentiality Agreement.doc; 20211129\_Strategic

Solutions Table\_TOR.docx; Attachment 1 - Background - Federally Funded Reclamation Programs - 2021-11-29.docx; Attachment 2 - Proposed initial sequencing of the work

for SST (from Nov 26).docx

#### Hello SST:

Thanks for a good first working meeting last week on restoration. Tomorrow the proposal is to go further into restoration on some shared areas of interest which emerged last Friday (see below), after the action items:

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- The SST recognizes it is just a small selection of organizations to start. The industry members present bring forward a perspective, but it is just a perspective and doesn't recognize the broad spectrum of ideas that could be achieved as part of a large committee

## Proposed focus areas emerging for Dec 1 meeting:

- Centre of Excellence: Greg shares thinking, Shannon shares thinking (on Skye's behalf, if no alternate is appointed), roundtable of additional ideas, BC shares early thinking
- Shared dataset: OGC will demo an existing tool, and the table can discuss options for how to improve on current tools together
- Measuring success: Roundtable on ideas for metrics, measurables, which could be shared with Nations, and could be considered in the near term
- "Better best practices:" Roundtable on ideas for how to pull together restoration best practices (e.g. for 2D and 3D seismic, roads), what we understand about indigenous interests in improving standards

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

Morgan.Kennah@gov.bc.ca | Office – 778.974.5846 | Mobile - 250.896.6268

Pronouns: she/her/they/them

## Kennah, Morgan FLNR:EX

From: Kennah, Morgan FLNR:EX
Sent: December 10, 2021 7:23 AM

To: 'Jennifer Findlay'; 'Sabrina Spencer'; 'Donna Kopecky'; XT:Uhrich, Kalin FLNR:IN; 'Victoria

Ballance'; 'Greg D'Avignon'; 'Skye.Mcconnell@shell.com';

'syoung@petronascanada.com'; 'tmcewan@mining.bc.ca'; Morrison, Geoff

Cc: Paulson, Ken OGC:IN; Hykaway, Mike R FLNR:EX; Mah-Paulson, May EMLI:EX; Swan,

Trevor; Amann-Blake, Nathaniel EMLI:EX; Coley, Simon J EMLI:EX

**Subject:** Proposed agenda for Monday Dec 13 - Strategic Solutions Table

Hi Strategic Solutions Table,

Thank you for the good conversation on restoration last week. I've included key takeaways below, and those takeaways along with others feedback since the last meeting have set the stage for the proposed agenda.

## Key take-aways from Dec 1 meeting:

- Restoration has a looking backward component (disturbance that has occurred, and requires restoration) and a looking forward component (what to do for future disturbances).
- What counts as restoration by sector needs to be clarified, and perhaps aligned between legislative frameworks
  and best practices. How to define a disturbance was also raised. This connects to First Nations being part of
  setting the standards (Indigenous-led or Indigenous-informed standards).
- What opportunities exist to improve common investment outcomes, and competitiveness, as part of the solutioning?
- Data collection, assurance, housing and application are all shared interests.
- The OGC-Treaty 8 technical table on restoration may be a place to work on some of these details and support
  collectively developed standards, data, etc.
- Need to clarify our priorities, to influence what we can work on together in the immediate term and longer term

#### Proposed agenda:

- Agenda check, welcome to new participants and any alternates
- Connecting negotiations work to proposed sequencing of our work
- Clarifying priorities in terms of short, medium and long term needs
- Solutioning on two topics, in breakout groups:
  - Restoration opportunities
  - Multi-year development planning (for projects and in specific landscape units)
- Return from breakout groups to plenary to wrap up and confirm next steps

#### Action(s):

Awaiting participants to name alternates, and for those alternates to have signed CAs in place

Thank you.

Morgan

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

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## Kennah, Morgan FLNR:EX

From: Kennah, Morgan FLNR:EX Sent: November 25, 2021 5:03 PM

'Skye.Mcconnell@shell.com'; 'Jennifer Findlay'; 'v.ballance@explorersandproducers.ca'; To:

'Greg D'Avignon'; 'syoung@petronascanada.com'; 'Sabrina Spencer'; 'Donna Kopecky';

XT:Uhrich, Kalin FLNR:IN

Cc: Mah-Paulson, May EMLI:EX; Paulson, Ken OGC:IN; Hykaway, Mike R FLNR:EX; Amann-

Blake, Nathaniel EMLI:EX; Dickinson, Sara OGC:IN; Curry, Sean

Subject: Agenda and materials for Strategic Solutions Team - Friday 2pm Pacific Attachments: 20211124\_Confidentiality Agreement for SST.docx; 20211124\_SST Terms of

Reference.docx; Attachment 1 20211125 Restoration Background and Opportunity SST

Presentation Nov 26.pptx; Attachment 2 Oil-and-Gas-Activitie-Site-Restoration-April-2021.pdf; Attachment 3 - Proposed initial sequencing of the work for SST.docx

Hello all,

Here's the proposed agenda and materials for our meeting tomorrow. We'll have two BC guests join us in delivering the presentation: Sara Dickinson and Sean Curry.

## Agenda:

- 1. Confirm TOR and Confidentiality Agreement (attached again for ease)
- 2. Restoration deep dive (Attachment 1 is the presentation, Attachment 2 is a published factsheet)
- 3. Proposed sequencing of work topics for the next several weeks (Attachment 3)
- 4. Action items, scheduling future meetings

See you tomorrow.

Cheers, Morgan

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response Lands and Natural Resource Operations Secretariat Morgan.Kennah@gov.bc.ca | Office - 778.974.5846 | Mobile - 250.896.6268

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To: Skye.Mcconnell@shell.com; Jennifer Findlay < JFindlay@pembina.com >; v.ballance@explorersandproducers.ca; Greg D'Avignon greg.davignon@bcbc.com; syoung@petronascanada.com; Sabrina Spencer spencer@cofi.org; Donna Kopecky Donna.Kopecky@lpcorp.com; XT:Uhrich, Kalin FLNR:IN kalin.uhrich@canfor.com

Cc: Mah-Paulson, May EMLI:EX May.Mah-Paulson@gov.bc.ca; Paulson, Ken OGC:IN Ken.Paulson@bcogc.ca; Hykaway, Mike R FLNR:EX Mike.Hykaway@gov.bc.ca; Amann-Blake, Nathaniel MEM:EX Nathaniel.Amann-Blake@gov.bc.ca **Subject:** Revised TOR and Confidentiality Agreement for SST participants

Hi Strategic Solutions Team members,

Thanks for the feedback on the original Terms of Reference and the NDA. Attached are proposed revisions based on what we heard, like the reciprocal nature of sharing and the need to engage other technical folks in what work you will bring to the table for discussion.

We can make this our first agenda item for our 2-hr session on Friday, to ensure these are fit for purpose, and then get to work discussing restoration. We will also include a proposed forecast of topics for our work together over the next six weeks or so.

I will share out materials on the restoration topic as they are available, starting tomorrow.

Thank you. Cheers, Morgan

#### Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

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#### **BACKGROUND**

## **Federally Funded Reclamation Activities**

#### **Background**

- On April 17, 2020, as a response to the economic challenges resulting from COVID-19, the
  Government of Canada announced a funding package designed to rapidly increase employment
  in the oil and gas service sector while reducing the environmental footprint of the industry in
  relation to dormant and orphan well sites
- BC allocated the \$120 million received from federal funds to three new programs: \$100 million to the Dormant Sites Reclamation Program (DSRP), \$15 million to the Orphan Sites Supplemental Reclamation Program (OSSRP) and \$5 million to the Legacy Sites reclamation Program (LSRP).
- Work under the programs must be completed by fall 2022 with funding dispersed by December 31, 2022, as per the agreement with the federal government.

## **Dormant Sites Reclamation Program (DSRP)**

- A dormant well is one which has been inactive for five consecutive years and is extremely
  unlikely to be returned to service. It still has a solvent owner who is ultimately responsible for
  the decommissioning and remediation of the site.
- The Dormancy and Shutdown Regulation (DSR), enacted May 31, 2019, speeds up the rate at which dormant sites are returned to their pre-activity state.
- The regulation gives each dormant well site a prescribed cleanup timeline and imposes requirements for decommissioning, site assessment, remediation and reclamation (restoration) as well as notification and reporting.
- The DSR sets backstop timelines by which site restoration must occur at all dormant sites.
- Of about 25,000 oil and gas wells in BC, there are approximately 8,425 dormant well sites. This number fluctuates as dormant sites are cleaned up while other sites become dormant.
- The DSR made BC the first province in western Canada to impose in law timelines for the cleanup of oil and gas wells.
- In May 2020, \$100 million received from federal funds was allocated to a new Dormant Sites
  Reclamation Program (DSRP) administered by the Ministry of Energy, Mines and Low Carbon
  Innovation (EMLI). The DSRP was offered in two increments of \$50 million each to oil and gas
  field service contractors based in BC with registration, office and operations in BC. Successful
  applicants are provided with up to \$100,000, or 50 per cent of total costs, whichever is less, per
  closure activity for dormant site clean up projects.
- The first increment opened for applications on May 25, 2020 and over 800 applications were approved, utilizing the entire \$50 million, for work activities at 1,885 dormant well sites.
- An online well site nomination process was launched on June 15, 2020 (and closed on September 30, 2020) that provided the opportunity for Indigenous peoples, landowners and local governments to nominate sites to be considered for potential access to DSRP funding in the second increment of the program. A total of 1,853 nominations were received on 1,464 dormant sites by 14 Indigenous Nations as well as communities and landowners. The majority of the nominations were submitted by Indigenous Nations.

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- The second increment opened for applications on February 8, 2021. Only work activities on nominated sites were eligible for funding in the second increment. Over 900 applications were approved, utilizing the remaining \$50 million, for work activities at 716 dormant well sites.
- 866 of the work activities in the second increment were identified in the applications to have Indigenous participation at the lead applicant level.

## Orphan Sites Supplemental Reclamation Program (OSSRP)

- An orphan designation is given by the BC Oil and Gas Commission (Commission) to wells and
  associated operating areas when the operator is insolvent or cannot be located. Orphan sites
  represent a financial and environmental liability directly to the Province and are managed by the
  Commission. There are approximately 769 orphan sites in BC of which 117 are substantially
  restored. Both of these numbers change over time as companies become insolvent and orphans
  are designated, and when sites are substantially restored.
- The federal terms for funding dictated that work must be incremental to that already planned by the Province. The Commission had planned \$30 million of orphan site restoration in fiscal 2020/21. The OSSRP funding allowed the Commission to develop a supplemental orphan work plan to carry out an additional \$15 million of orphan site restoration on top of what was already planned.
- The OSSRP also included the opportunity for Indigenous peoples, landowners and local governments to nominate orphan sites for restoration. A total of 80 out of 88 orphan well sites were approved for work under the OSSRP.
- In carrying out the OSSRP work, the Commission engaged a number of Indigenous companies in that work.

## **Legacy Sites Reclamation Program (LSRP)**

- There are legacy disturbances in northeast BC associated with historic oil and gas development. These sites consist primarily of historic seismic cut lines. There are tens of thousands of kilometres of such features in northeast BC. These sites continue to have environmental impacts, such as on wildlife habitat, or on traditional use by Indigenous Peoples.
- A seismic cut line is a linear corridor created for the purpose of a subsurface survey. Specialized companies determine the presence and the extent of oil and gas depositions in a particular area using purpose-built equipment. Historically, all the vegetation was removed between 5 and 7 metres in width, in long straight lines, to allow for movement of the vehicles and equipment doing the seismic work.
- The Commission has done some preliminary work in estimating the area of legacy disturbance in northeast BC that has potential for restoration. The area estimate included legacy 2D seismic lines and non-oil and gas activity (ancillary and associated activity) in the northeast.
- The total linear disturbance was netted down from a total of 225,467 km to approximately 50,000 km as a first approximation of restorable linear disturbance. At an estimated cost of \$10,000/km, a total budget of \$500 million would be required to restore this linear disturbance. An additional 714 hectares of associated oil and gas disturbance was calculated, and using an estimated cost of \$30,000/ha, an additional \$20 million would be required.

2021-11-29 Page **2** of **3** 

- A memorandum of understanding (MOU) has been completed between EMLI, the Commission, the Ministry of Forests, Lands and Natural Resource Operations, the Canadian Association of Petroleum Producers and the Explorers and Producers Association of Canada to provide funding and oversight for the reclamation of legacy sites.
- The \$5 million of federal funds for the LSRP will augment the approximately \$1.5 million in existing funds dedicated to reclamation work under the MOU.
- Partnerships with Treaty 8 communities will enable reclamation work to be performed by Indigenous contractors within their traditional territories.
- The first call for proposals under the LSRP resulted in five projects requesting approximately \$3.5 million to undertake restoration projects. The projects were submitted by Blueberry River First Nations (BRFN), Doig River First Nation (DRFN), Fort Nelson First Nation (FNFN), Halfway River First Nations (HRFN), West Moberly First Nation (WMFN) and Saulteau First Nation (SFN):
  - BRFN is proposing to restore 40 km of seismic lines,
  - DRFN is proposing to restore 20 km of seismic lines,
  - FNFN is proposing to restore 50 km of seismic lines,
  - HRFN is proposing to investigate restoration sites to conduct future restoration activities, and
  - WMFN and SFN are proposing to monitor restoration of 58 ha of restored road for effectiveness purposes
- A second call for proposals under the LSRP has recently been completed, and applications are currently being reviewed.

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# **Agenda**

- Context
- Current Situation and Opportunities
- BC's initial Thinking
- Opportunities for Industry Support
- Restoration Design Concepts
- Conceptual Road Ahead
- Scope of the opportunity



## Context

- We have a shared interest in mitigating the cumulative effects of provincially authorized activities on Treaty 8 rights.
- BC needs to shift the decision-making space to include cumulative effects in manner that integrates Treaty 8 rights and spectrum of shared decisionmaking opportunities.
- Coordination between BRFN, T8, BC, Industry and stakeholders are required to plan, implement, and monitor restoration activities that will demonstrate to all parties, measurable success in healing the land.

# **Current situation and Opportunities**

- Restoration permitting for historical oil and gas disturbance and other disturbances in Treaty 8 territory lack coordination/integration and urgency.
- Opportunity to implement landscape level restoration across natural resource agencies in support of Cumulative Effects decision making.
- Opportunity to build partnerships with Indigenous groups and stakeholders across the spectrum of the restoration lifecycle.

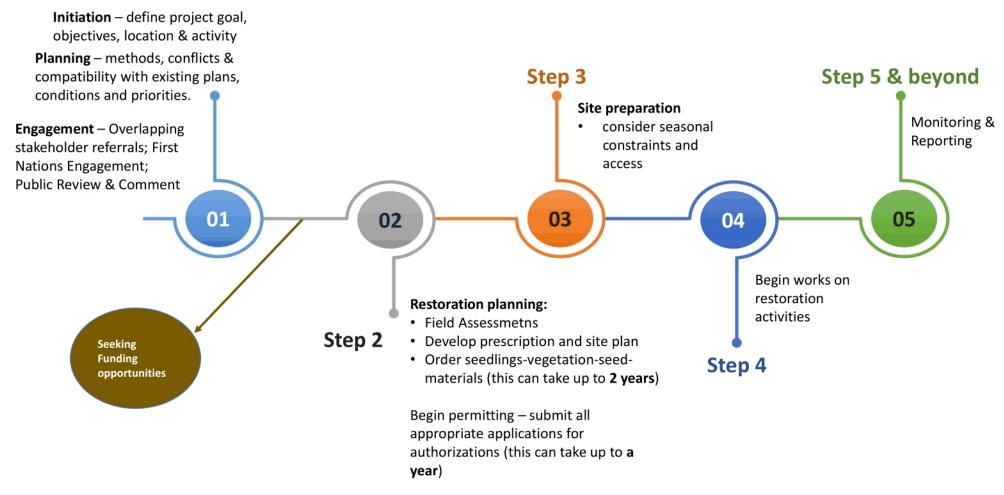
# **OGC Restoration process**

- 1. Deactivation
- 2. Well Decommissioning
- 3. Site Decontamination
- 4. Site Investigation
- 5. Remediation
- 6. Reclamation



# **FLNRORD Proponent Driven Restoration Proposals**

## **Step 1- Approval in Principle**



# **BC's Initial Thinking**

A one-window approach to a Northeast Restoration Program in collaboration with First Nations that heals the land.

- Invest into restoration activities that Heal the Land.
- Support cumulative effects decision-making frameworks
- Incorporate shared decision making;
- Consensus-based land use plans;
- Unify agency systems to tracking disturbance and restoration activities.

# **Opportunities for Industry Support**

Landscape level restoration commitments need to move cumulative effects below thresholds (to be defined) at a pace the supports industry stability. Restoration efforts need:

- collaboration between Nations, Industries and Stakeholders;
- tactical restoration plans;
- shared understanding of the economic implications and strategic approach to restoration and deferral areas;
- workforce planning and transition to restoration activities; and
- a paradigm shift land management that accounts for Treaty obligations.

# **Indigenous Partnership Opportunity: Healing the Land**



Environmentally and culturally effective restoration that revitalizes healthy relationships among the land, water, wildlife, and people.

Cumulative impacts to Treaty Rights

Industry solutions table: how to better coordinate opportunities for funding, partnerships, and landscape-level restoration that meet multiple interests and reduce the cumulative impacts to the land?

# **Restoration Design Concepts**

- Collaboration: across decisions, strategic landscape level coordinated and integrated.
- Process Transparency: for Indigenous Nations, Industry, Public and other Stakeholders.
- Efficiency: single window submissions, consistent, predictable, timely, durable permitting decisions.
- Unified Systems: single point of reference, Traditional Ecological Knowledge, leverage RSEA.
- Scalability: activity, sector, and province
- · Funding: multi year project stability.

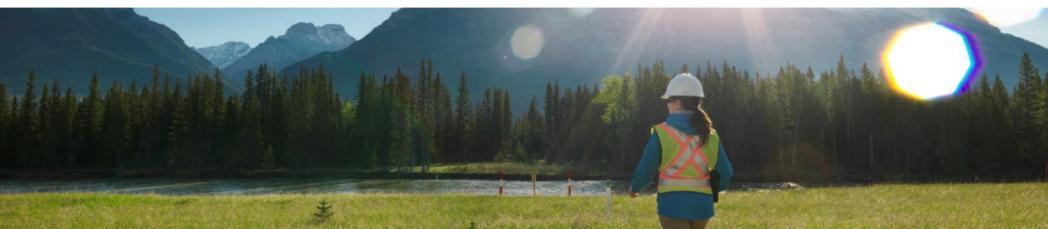
## **Conceptual Road Ahead**

- One window regulatory context: six Acts and accompanying regulations
- Requires investment in planning: IM/IT tools and across programs, seven or more permitting systems
- Restoration standards and Permitting process.
- Integrated Monitoring, research and Indigenous knowledge
- Indigenous, Industry and Stakeholder partnerships and engagement.
- Cumulative Effects decision making.
- Partnerships that support lasting reconciliation.

# QUESTIONS?







# Oil & Gas Disturbance

## **NEBC**

SLU Type	Hectares
ANCILLARY	13,389
GEOPHYSICAL	209,552
PIPELINE	45,822
ROAD	31,959
WELLSITE_FACILITY	37,887
TOTAL	338,609

# **Montney Play Trend**

SLU Type	Hectares
ANCILLARY	8,898
GEOPHYSICAL	57,407
PIPELINE	20,340
ROAD	10,869
WELLSITE_FACILITY	16,769
TOTAL	114,283



## **Restoration Potential**

## Total Geophysical (km)

Area /	2D	3D Seismic	All
Seismic	Seismic		seismic
NEBC	225,475	195,144	430,619
Montney	51,099	61,066	112,165

# Prioritizing Restoration Candidates (course filtering)

## **Conservative Assumptions**

- Forested crown land only
- 50% natural regeneration
- 50% operationally constrained (current use, access limits)
- 100% 2D seismic required intervention
- 35% 3D seismic requires intervention



Area / Seismic	2D Candidates	3D Candidates	Total Candidates
NEBC	56,369	17,075	73,444
Montney	12,775	5,343	18,118



## Proposed sequencing of discussions and work of the SST

Week of Nov 22: Restoration - session 1

BC presents materials, discussion on scope, scale, opportunities

Week of Nov 29: Restoration - session 2

 Industry presents ideas, based on previous discussion (examples could include role, focus areas, how to expedite work on-the-ground)

Week of Dec 6: Decision making, development plans and cumulative effects - session 1

• BC presents materials, discussion on scope, scale, opportunities OR industry leads off

Week of Dec 13: Decision making, development plans and cumulative effects – session 2

• BC or Industry respond, based on who leads off the previous week

Week of Dec 20: Land protections - session 1

BC leads off with thinking for discussion

Week of Dec 27: off

Week of Jan 3: Land protections – session 2

Further discussion, industry presents based on follow-up from previous session

Week of Jan 10: Forest carbon offset protocol

BC presents on current work, linkages to CleanBC, and discussion on 'fit' for this work

Week of Jan 17: Restoration and wildlife

 BC or Industry leads off on opportunities for moose forage enhancement (examples could include best practices, new practices, knowledge/science development opportunities, project opportunities)

# Oil and Gas Activity: Site Restoration

## How an Oil and Gas Site Becomes Green Again



Oil and gas sites are temporary; therefore, companies are required to plan ahead at the start of any development to restore the environment at the end of use.

Companies must minimize disturbance to land before and during operations. In some circumstances, companies must restore the land surface of a site as soon as the construction is complete. This decreases the amount of work necessary to return the area to its pre-activity state later on and ensures any disturbance to the environment is minimized and public safety is protected.

When a well site becomes **inactive** and will not be re-activated, there are a number of steps required to reclaim the site.

The first step is to **deactivate** the site.

Fluids and gases are removed from

pipelines, and surface infrastructure.

The next step is to plug and seal the well. This is known as **abandonment**. Well holes in the oil or gas reserves are sealed off and cement is poured into the wellbore to plug it. This ensures nothing can escape from the well into the environment.

After the well is plugged, decommissioning occurs where surface equipment is removed from the site for recyling or disposal.

Once these steps are complete, the site is further investigated for contaminants, and any impacts can be remediated.

Once there is acceptable environmental quality, soils can be replaced and revegetated.

Once the site is completely reclaimed, the company can apply for a Certificate of Restoration (CoR), which is authorized by the Commission and signifies the site has been cleaned up to current standards.

On rare occasions an operator is declared bankrupt or cannot be located before a site is reclaimed. In such cases, the site may be designated an **orphan** and is cleaned up by the Commission. Regardless of what lifecycle step the site is in, any remaining restoration work is paid for from the industry-funded

Orphan Site Reclamation Fund. Work is then completed by the Commission. This ensures sites are restored in accordance with current standards and requirements and that all known contamination risks or other hazards are mitigated.



## **Reducing Environmental Impacts**

The Commission's mandate is to ensure operators plan oil and gas activities to:



Avoid and/or minimize impacts to environmental values.



Mitigate impacts where no realistic opportunity exists to avoid.



Restore the impacted area to its pre-development state.



For Further Information

Email ogc.communications@bcogc.ca or call 250-794-5200 24 Hour Incident Reporting for Industry 1-800-663-3456 This information is published by the BC Oil and Gas Commission and is available online at www.bcogc.ca

Fact Sheet # 19.2

Date April 2021

## Regulation for Oil and Gas Site Closure

The Commission has introduced a new regulation, making B.C. the first province in western Canada to impose in law timelines for the restoration of oil and gas wells. The Dormancy Regulation is included in the Commission's new Comprehensive Liability Management Plan (CLMP), which ensures 100 per cent of the cost of reclaiming oil and gas sites continues to be paid by industry, protecting public safety and safeguarding the environment.

The Dormancy Regulation speeds up the rate at which inactive sites are returned to their pre-activity state. The regulation gives each dormant well site a prescribed cleanup timeline and imposes requirements for decommissioning and restoration.

An integral part of the CLMP includes rigorous compliance and enforcement checks, proactive monitoring and inspection, and investigation and enforcement of alleged non-compliance.

## Reclamation of ALR?

A preliminary reclamation plan for activity falling within the Agricultural Land Reserve (ALR) is submitted at the time of application and outlines how the site will be restored once it is no longer required for the oil and gas activity. It must include landuse objectives, soil handling and re-vegetation plans.

## What are the Restoration Requirements?

Restoration expectations are identified in Section 19 of the Environmental Protection and Management Regulation (EPMR) under the Oil and Gas Activities Act (OGAA). Guidance for planning and carrying out restoration activities are available online at: <a href="https://www.bcogc.ca/industry-zone/documentation.">www.bcogc.ca/industry-zone/documentation.</a>

## Restoration 6. Reclamation Redistribute soils and **Process** revegetate for return to pre-disturbance 5. Remediation Complete remediation of contamination 4. Site Investigation Complete investigation of soil and groundwater 3 Site Decommissioning Remove and salvage/ dispose of equipment 2. Well Decommissioning Permanently plug and cut/cap wellbore 1. Deactivation Pig and purge lines and drain equipment

## What is the CoR Process?

The Certification of Restoriation (CoR) process ensures land used for oil and gas development is restored to a safe and productive condition. This is done in a two-stage process:

- The operator completes a professional environmental assessment and, if necessary, address potential contaminiation issues
- 2. A professional assessment of the surface reclamation is done to ensure site productivity has been adequately restored.

The process places the responsibility on the operator to provide a report from a professional to review all documentation and assess

for potential contamination. Most sites require some level of physical site investigation (soil and/or groundwater).

To ensure operators have the financial means to restore a site the Commission has a Liability Management Rating Program, wherein operators with insufficient assets are required to submit a deposit prior to being allowed to operate.

However, there are rare occurrences where a permit holder for an existing site is insolvent or cannot be identified. These sites can be designated by the Commission as Orphan Sites.

## Proposed sequencing of discussions and work of the SST

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## Kennah, Morgan FLNR:EX

From:	Kennah, Morgan FLNR:EX
Sent:	November 29, 2021 7:29 AM
_	0.00

To: 'Victoria Ballance'

Subject: RE: Agenda and materials for Strategic Solutions Team - Friday 2pm Pacific

Good morning Vicki,

I expect we'll be making one minor clarifying addition to the agreement based on feedback from Sabrina with COFI. I'll confirm later today and circulate the revised version for signing.

I expect that members of your board will have to sign the agreement if you want to share Confidential Information with them.

Cheers, Morgan

From: Victoria Ballance <v.ballance@explorersandproducers.ca>

Sent: November 28, 2021 2:08 PM

To: Kennah, Morgan FLNR:EX < Morgan. Kennah@gov.bc.ca>

Subject: Re: Agenda and materials for Strategic Solutions Team - Friday 2pm Pacific

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Morgan,

I wanted to check-in and make sure I'm clear on the next steps for the NDA. There was some discussion about adjusting the language to enable associations to strike working groups / committees to provide input into agenda items but wasn't sure where that landed. As I noted in the meeting - EPAC's organizational structure includes a Board of Directors and I will be asking them to sign Schedule A but if there was going to be a change in language I'd wait for the updated version.

_				
	h	2	n	VC.

Vicki

From: Kennah, Morgan FLNR:EX < Morgan.Kennah@gov.bc.ca >

Sent: Thursday, November 25, 2021 6:03 PM

**To:** 'Skye.Mcconnell@shell.com' <<u>Skye.Mcconnell@shell.com</u>>; 'Jennifer Findlay' <<u>JFindlay@pembina.com</u>>; Victoria Ballance <v.ballance@explorersandproducers.ca>; 'Greg D'Avignon' <greg.davignon@bcbc.com>;

'syoung@petronascanada.com' <<u>syoung@petronascanada.com</u>>; 'Sabrina Spencer' <<u>spencer@cofi.org</u>>; 'Donna

Kopecky' < Donna. Kopecky@lpcorp.com >; XT: Uhrich, Kalin FLNR: IN < kalin.uhrich@canfor.com >

**Cc:** Mah-Paulson, May EMLI:EX < <u>May.Mah-Paulson@gov.bc.ca</u>>; Paulson, Ken OGC:IN < <u>Ken.Paulson@bcogc.ca</u>>; Hykaway, Mike R FLNR:EX < <u>Mike.Hykaway@gov.bc.ca</u>>; Amann-Blake, Nathaniel EMLI:EX < <u>Nathaniel.Amann-</u>

<u>Blake@gov.bc.ca</u>>; Dickinson, Sara OGC:IN < <u>Sara.Dickinson@bcogc.ca</u>>; Curry, Sean < <u>Sean.Curry@BCOGC.ca</u>> **Subject:** Agenda and materials for Strategic Solutions Team - Friday 2pm Pacific

Hello all,

Here's the proposed agenda and materials for our meeting tomorrow. We'll have two BC guests join us in delivering the presentation: Sara Dickinson and Sean Curry.

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- 4. Action items, scheduling future meetings

See you tomorrow.

Cheers, Morgan

## Morgan Kennah, RPF

Executive Lead, Solutioning Blueberry River Response
Lands and Natural Resource Operations Secretariat

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**To:** Skye.Mcconnell@shell.com; Jennifer Findlay < JFindlay@pembina.com >; v.ballance@explorersandproducers.ca; Greg D'Avignon greg.davignon@bcbc.com; syoung@petronascanada.com; Sabrina Spencer spencer@cofi.org; Donna Kopecky Donna.Kopecky@lpcorp.com; XT:Uhrich, Kalin FLNR:IN kalin.uhrich@canfor.com

Cc: Mah-Paulson, May EMLI:EX May.Mah-Paulson@gov.bc.ca; Paulson, Ken OGC:IN Ken.Paulson@bcogc.ca; Hykaway, Mike R FLNR:EX Mike.Hykaway@gov.bc.ca; Amann-Blake, Nathaniel MEM:EX Nathaniel.Amann-Blake@gov.bc.ca

Subject: Revised TOR and Confidentiality Agreement for SST participants

Hi Strategic Solutions Team members,

Thanks for the feedback on the original Terms of Reference and the NDA. Attached are proposed revisions based on what we heard, like the reciprocal nature of sharing and the need to engage other technical folks in what work you will bring to the table for discussion.

We can make this our first agenda item for our 2-hr session on Friday, to ensure these are fit for purpose, and then get to work discussing restoration. We will also include a proposed forecast of topics for our work together over the next six weeks or so.

I will share out materials on the restoration topic as they are available, starting tomorrow.

Thank you. Cheers,

Morgan

## Morgan Kennah, RPF

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Pronouns: she/her/they/them

## Proposed sequencing of discussions and work of the SST

Week of Nov 22: Restoration - session 1

Week of Nov 29: Restoration - session 2

Week of Dec 6: off

Week of Dec 13: Restoration – session 3 and Development plans – session 1

Week of Dec 20: off

Week of Dec 27: off

Week of Jan 3: Development plans – session 2

Week of Jan 10: Land protections & management measures – session 1

Week of Jan 17: Wildlife habitat measures – session 1

Week of Jan 24: Wildlife habitat measures – session 2