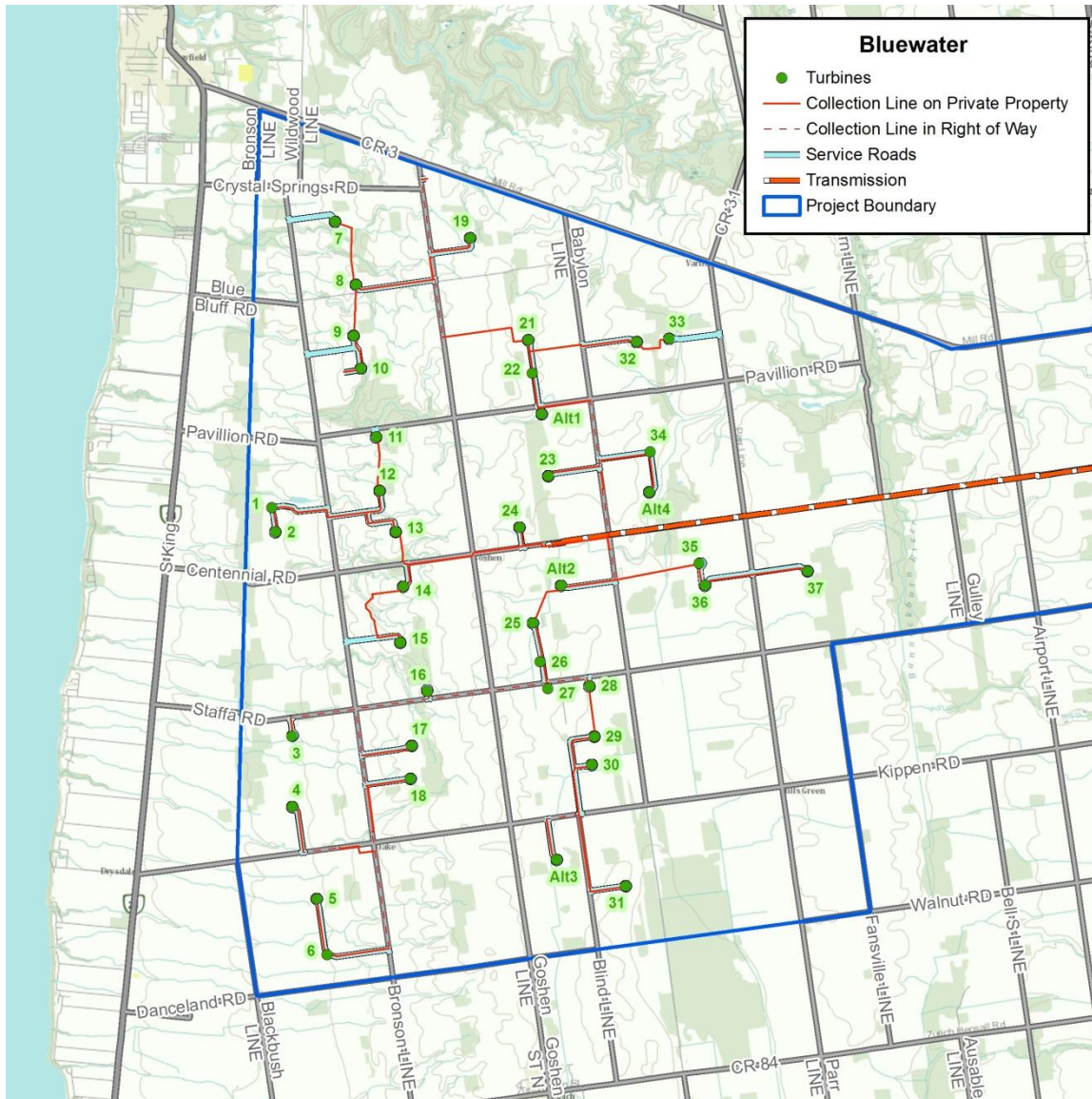


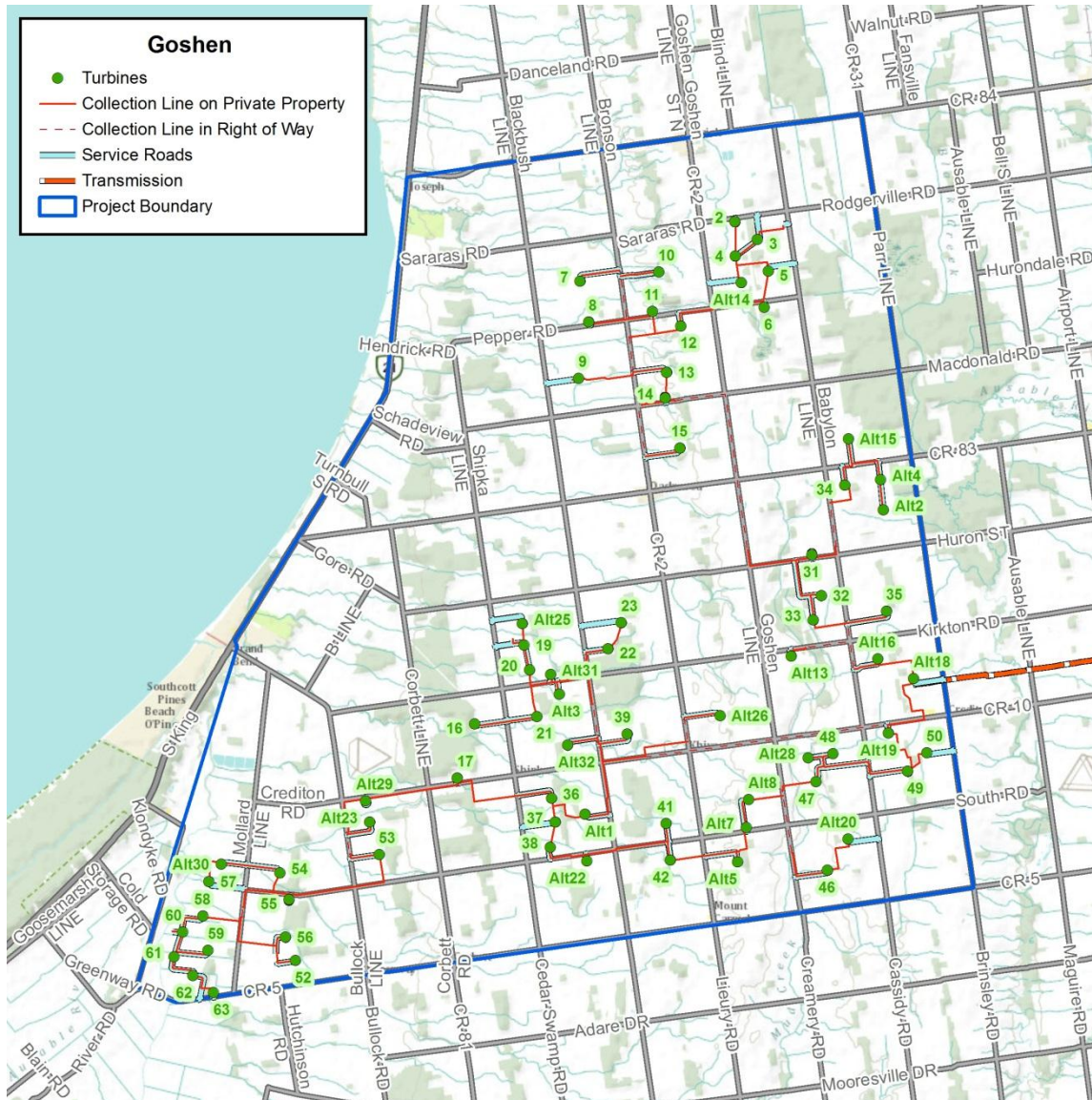
Bluewater



Bluewater Project Facts

- **Location:** Huron County, Ontario
- **Total Project Nameplate Capacity:** up to 60 (MW)
- **Type of Turbines:** General Electric (GE) 1.62 MW capacity
- **Size of Turbines:** 100 m Rotor Diameter/80 m Hub Height = 130 m Total Height
- **Number of Turbines:** up to 37
- **Start construction:** Fall 2013
- **Completion:** Summer 2014

Goshen



Goshen Project Facts

- **Location:** Huron County, Ontario
- **Total Project Nameplate Capacity:** up to 102 (MW)
- **Type of Turbines:** General Electric (GE) 1.62 MW and one GE 1.56 MW
- **Size of Turbines:** 100 m Rotor Diameter/80 m Hub Height = 130 m Total Height
- **Number of Turbines:** up to 63
- **Start construction:** Fall 2013
- **Completion:** Summer 2014

Archaeologists and Monitors at Work



NextEra Energy Canada has Shown a Willingness to Commit Resources

Preservation of Cultural Heritage

- **The work being done by our teams of professional Archaeologists is completed in a very diligent and positive way**
- **When possible, NextEra has employed local First Nations Monitors to assist the Archaeologists, as well as, our construction teams**
- **Our experience, knowledge and willingness to be transparent with you**

Several Archaeological Assessments are Completed Before Construction of the Project

Archaeological Work

- **Stage 1 Archaeological Assessments:** are conducted to establish if there are any known archaeological sites in or near the project location
- **Stage 2 Archaeological Assessments:** are completed to identify archaeological resources and confirm if additional studies are needed
- **Stage 3 Archaeological Assessments:** or site specific assessments, are conducted to further define the cultural heritage value and potential for additional study
- **Stage 4 Archaeological Assessments:** are done at an archaeological site to remove and preserve the artifacts prior to construction
- **Our goal is to respect the history and traditions of the land**

Environmental Overview

- **The Joint Assessment Committee**
- **The REA Review Report completed by Ben Porchuk**
 - Helped clarify what issues are best dealt with by:
 - Government
 - Industry as a whole
 - Individual companies
- **Avian studies; deer and mammal population**
- **The importance of Bald Eagle protection**

Eagle Nest Concerns

- **In December 2012, several months after our formal bird surveys were completed, an eagle's nest was discovered within the Summerhaven project area close to where a turbine was to be located. To the best of our knowledge, the nest was built sometime in late 2012.**
- **Discussions with avian experts and staff of the Ministry of Natural Resources since the discovery of the nest led us to the conclusion that it was in the best interest of the eagles to remove the current nest.**
- **Bird experts advised us that this action would allow the eagle's time to relocate and/or construct another nest before the breeding season.**

Eagle Nest Concerns

- **We believe the nest removal at Summerhaven was absolutely in the long-term best interest of the eagles**
- **NextEra's focus was to protect and preserve**
- **A compensation plan was created, including building human-made nests suitable for eagles**
- **We worked with an Ontario team of nest building experts and have since constructed 5 nests**
- **To date, we have a pair of eagles living in one nest and indication that this is a mating pair with eggs hatching very soon**

Eagle pair in nest



Turbine Siting Process

- **Appropriately siting wind turbines requires a lot of input from various sources**
 - Goal is to site turbines in sufficiently windy areas while working with local landowners, Aboriginal communities, engineers, and environmental consultants to avoid constraints and minimize impacts to land and community members
- **Noise studies were conducted to ensure noise level compliance at dwellings within the project area**
 - Wind turbines are set back from dwelling units whose owners are not participating in the project by a minimum of 550 metres and noise impacts at or below 40 dBA
 - Noise from turbines must meet provincial noise limits as outlines in Ministry of Environment publication 4709e “Noise Guidelines for Wind Farms”

Construction

- **Local roads are used to transport equipment to the construction sites**
 - Though some minor modification of roads may be required to accommodate delivery, all roads will be returned to as good or better condition than their pre-construction states
- **New access roads may be constructed on private property for construction and maintenance of wind turbines**
- **Ploughing and trenching will be used to install underground collection cable**
 - Collection cables will be carefully located across the local road right-of-way
- **Pad mounted transformers associated with each wind turbine and one collection substation will be constructed**

Construction (continued)

- **A foundation made of poured concrete and reinforced with rebar will be constructed for each wind turbine**
 - The foundations require an excavation of approximately 20 by 20 metres (3 metres deep) but will not be visible above ground once construction is complete
- **Turbines will be erected and the surrounding area will be returned to its pre-construction state**



NextEra believes in “prevention” versus “event response” through component condition and performance assessment

Operations and Maintenance

- An Operations and Maintenance Centre will be off-site and used to monitor the day to day operations of the wind farm and maintenance efforts
- Operations will be supported by a 24/7 monitoring hub called the Fleet Performance and Diagnostic Centre
- On-going training and mentoring programs for site technicians as well as routine maintenance activities will increase safety and wind turbine efficiency



Summary

- **We have heard some of your concerns and we would like to address them in an open and transparent way**
- **Our goal is to create an open, mutually respectful and trusting long term relationship between us.**

Thank you!

**NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2**

Website: www.NextEraEnergyCanada.com



Chippewas of Kettle & Stony Point First Nation

6247 Indian Lane

Kettle & Stony Point FN. Ontario. Canada N0N 1J1

Tuesday, July 9, 2013

The Honorable Jim Bradley

Ministry of Environment

77 Wellesley Street, West
11th Floor, Ferguson Block
Toronto, Ontario
M7A 2T5

Dear Minister Bradley:

Re: Chippewas of Kettle & Stony Point First Nation Band Council Resolution #2667

Enclosed please find BCR #2667 regarding wind turbine development within our traditional lands.

The Chippewas of Kettle & Stony Point First Nation Chief and Council, after much consideration and discussions, have decided to oppose any future wind turbine development due to concerns regarding the health of our residents, impacts on wildlife and the expected negative impacts to the tourism industry; which has become the primary source of our First Nation's economy.

I would also like to take this opportunity to forward our Council's strong opposition and petition for the Ministry to withhold approving a specific wind turbine development project being proposed by NextEra – the Jericho Project; to my knowledge this particular project has not yet received the Renewable Energy Approval from your Ministry.

The Jericho project has turbine site locations directly across from Stony Point First Nation (Camp Ipperwash) and we fully expect to redevelop the community of Stony Point with residential homes, businesses and various public service-related building structures. Our redevelopment of the Stony Point land tract will not take second place to an energy project in which only large Canadian urban centres or the United States will benefit from.

.../2

Page 2
Minister Jim Bradley
July 9, 2013

I ask that you seriously consider our First Nation's position in this matter and I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Bressette', written in a cursive style.

Chief Thomas Bressette
Chippewas of Kettle & Stony Point First Nation

C: Aboriginal Affairs & Northern Development Canada
 Ontario Premier Kathleen Wynne
 Bev Shipley, MP
 Monte McNaughton, MPP
 Municipality of Lambton Shores
 NextEra Energy Canada
 Suncor Energy
 Stantec Consulting Ltd.



FIRST NATION COUNCIL RESOLUTION

REFERENCE NO. 2667

DATE OF DULY
CONVENED MEETING: 2013 / 06 / 17
(YEAR/MONTH/DAY)

PROVINCE OF
ONTARIO

THE CHIPPEWAS OF KETTLE AND STONY POINT FIRST NATION DO HEREBY RESOLVE:

WHEREAS the Anishinaabeg of Kettle & Stony Point First Nation are a self-defined people who were placed in our traditional territory by the Creator and given responsibilities to care for the land, waters and elements; and

WHEREAS the Chief and Council of the Anishinaabeg of Kettle & Stony Point First Nation govern its territory in accordance with traditional laws and customs as stewards of the land, waters and elements; and

WHEREAS the Chief and Council of the Anishinaabeg of Kettle & Stony Point First Nation recognize and respect the vital connection between its membership and the lands, waters and elements that are essential to the health and wellbeing of the community; and

WHEREAS the Anishinaabeg of Kettle & Stony Point First Nation have an inherent right to govern itself and to define and oversee all internal and external governance and operational decisions about land use and resource management.

THEREFORE BE IT RESOLVED THAT the Chief and Council of the Anishinaabeg of Kettle & Stony Point First Nation do hereby fervently oppose and prohibit any current and future intrusive construction and operation of wind turbines within its traditional territory in keeping with its responsibility and right to protect and preserve the life present within its territory including people, land, plants, animals, birds, waters, air, and minerals.

FINALLY BE IT RESOLVED THAT the Chief and Council will not tolerate any government body, municipality, corporation, etc. to infringe or dismiss our inherent and protected rights to govern our lands or be excluded in the decision making process in regards to substantial projects that will affect our residents' wellbeing and current and future opportunities to create financial stability for our First Nation.



Chippewas of Kettle and Stony Point First Nation

6247 Indian Lane
Kettle & Stony Point First Nation, Ontario Canada
N0N 1J1



NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, Ontario

MSH 2Y2

ATT: Cassandra Bowers, Project Manager





Chippewas of Kettle & Stony Point First Nation

6247 Indian Lane
Kettle & Stony Point FN. Ontario. Canada N0N 1J1

August 1, 2013

NextEra Energy Canada, ULC
390 Bay Street, Suite 1720
Toronto, ON
M5H 2Y2

ATT: Cassandra Bowers, Project Manager
Nicole Geneau, Director – Bluewater & Goshen
Ben Greenhouse, Director – Adelaide & Bornish
Ross Groffman, Director – Jericho
Brian Hay, Director, Aboriginal Relations

RECEIVED
AUG 06 2013

Dear Cassandra:

This letter is in follow up to BCR # 2667 which would have been received by your office.

The Chippewas of Kettle and Stony Point First Nation remain resolved to “fervently oppose and prohibit any current and future intrusive construction and operation of wind turbines within its traditional territory in keeping with its responsibility and right to protect and preserve the life present within its territory including people, land, plants, animals, birds, waters, air and minerals”.

The Chief and Council will also continue to “not tolerate any government body, municipality, corporation, etc to infringe or dismiss our inherent and protected rights to govern our lands or be excluded in the decision making process in regards to substantial projects that will affect our resident’s wellbeing and current and future opportunities to create financial stability for our First Nation”.

I have been advised that several turbine locations have been modified slightly based upon our concerns specific to the Jericho project. While your attempts to accommodate our concerns are noted, I must once again advise you that Chief and Council remain opposed to all wind turbine activity. The opposition to this activity does apply to continuing with Stage 2 assessment of the newly proposed site locations. Chief Bressette remains steadfast in exercising the First Nation’s inherent and protected right to govern our lands.

Also, please be advised that I have been advised that Brandy George continues to experience difficulty in receiving timely updates on the archaeological process of the NextEra projects. I have been advised that Stantec has been providing their information on a timely and consistent basis. We do appreciate the cooperation that we have been receiving from their company. However, the remaining two companies have reported that they have provided NextEra with reports but Brandy George has failed to receive this information that is required for her to adequately report on the progress of these projects. Please ensure that this matter is addressed promptly to ensure that all reports and upcoming work schedules are provided to Brandy on a timely basis. At present time, Brandy George is the only monitoring contact recognized by our Nation for these projects within our territory. The Chippewas of Kettle and Stony Point First Nation must remain updated on any and all progress relating to these NextEra projects.

Finally, I understand that Brandy George will be submitting an invoice for services rendered. I understand that there are administrative processes that must be adhered to. We do expect that these processes will ensure that the invoice shall be paid in a timely manner.

In closing, please be advised that the First Nation will be monitoring the sites locations of the NextEra projects to gauge the level of activity that is or shall be occurring. Chief Bressette and I have a meeting scheduled with Brian Hay on August 9, 2013 to discuss various matters and I do hope that through the consultation process, this issue shall achieve some resolution.

Sincerely,



K. Suzanne Bressette

Communication Relations Officer

Chippewas of Kettle & Stony Point First Nation

C: Honorable Jim Bradley, MOE
Sgt. Murray Bressette, Anishinabek Police Services
Inspector Scott Janssens, O.P.P.



CHIPPEWAS OF KETTLE & STONY POINT FIRST NATION

CONSULTATION AND ACCOMMODATION PROTOCOL

JUNE 2013

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1.0 VISION OF THE DUTY TO CONSULT AND ACCOMMODATE

1.1 Overview

1.1.1 The Chippewas of Kettle and Stony Point First Nation (CKSPFN) envision the duty to consult and accommodate as a legal means to protect all the rights of CKSPFN including Treaty Rights, Aboriginal Rights and Aboriginal Title, Traditional and Cultural Rights.

1.1.2 It is recognized that the duty to consult is an enforceable right as against the Federal Crown (Crown) and the Ontario Legislature (Ontario) collectively or individually as the case may be to ensure that where they have knowledge real or constructive, of the potential existence of an Aboriginal and Treaty Right and are in contemplation of conduct that may adversely affect it, there is a duty to consult and potentially accommodate Aboriginal and Treaty interests and Rights.

1.1.3 It is understood that the Crown and Ontario cannot delegate this obligation to third parties, and that they remain responsible throughout the process of consultation and accommodation. However, in practical application it may be efficient to consult with the third party industrial proponents directly while still holding the Crown and Ontario ultimately responsible.

2.0 PURPOSE AND APPLICATION

- 2.1 This Protocol determines the rules and procedures of CKSPFN in its respectful dealing with the Crown, Ontario and industrial proponents when an activity is proposed to occur in CKSPFN's Traditional Territory that may adversely affect any or all of CKSPFN's Rights.
- 2.2 This Protocol was developed specifically for CKSPFN and supersedes any Crown or Ontario protocols, policies and/or guidelines that were developed to be applied more broadly to all First Nations.
- 2.3 It is expected that the Crown, Ontario and industrial proponents will respect this Protocol and abide by it in all interactions with CKSPFN.

3.0 DEFINITIONS

Aboriginal Right, means those rights identified by CKSPFN that are of cultural significance stemming from various practices and traditions that form an Aboriginal way of life. The source of these rights comes directly from the sacred connection to the land. They are also recognized and affirmed in Canadian law under s.35 of the *Constitution Act 1982*.

Aboriginal Title, means the right as recognized in Canadian law for Aboriginals to occupy, use and protect an area of land traditionally used by a certain Aboriginal group.

Activity means an overall term that includes any Crown or Industrial Proponent activity.

Activity Information, means any documentation or communication in relation to all aspects of an Activity including but not limited to:

1. Location, including a map of the site that will be impacted by the Activity and/or a detailed description of the area;
2. Timing, including when the activity is proposed to begin and end;
3. Full description of the proposed Activity, including the purpose and stage of development;
4. All information and documents provided by the Industrial Proponent to the Crown in respect of the proposed Activity; and
5. Any other information or documents that the Crown and/or Industrial Proponent considers relevant.
6. Known, or potential impacts as a result of the Activity;
7. The name and contact information for the Crown Designate and Industrial Proponent, if applicable.

Canada, means the federal government of the federal Crown, her Majesty the Queen in right of Canada.

Chief, means the duly elected member of CKSPFN under S. 74 of the Indian Act.

Chippewas of Kettle and Stony Point First Nation, (CKSPFN) means the Aboriginal people within the meaning of s. 35 of the Constitution Act, 1982, which is a First Nation and a Band pursuant Section 2 to the Indian Act.

CKSPFN Communication Relations Officer means the person appointed by CKSPFN to whom Notification is sent and who is mandated to ensure that where applicable CKSPFN Representative(s) is/are appointed in respect of the particular activity referred to in the Notification.

CKSPFN Representative(s), means the person(s) appointed by CKSPFN to participate in the consultation and accommodation process about a particular activity and such person(s) must have the authority to act on behalf of CKSPFN in regard to same.

Cumulative Effects, means the effects resulting from successive additions or gradual building up of additional Industrial Proponent activity.

Contact Information, means the name and contact information of the Crown Designate as well as the Industrial Proponent if applicable

Council, means the duly elected members of CKSPFN under S.74 of the Indian Act.

Crown, means either or both of Canada and Ontario, and includes any Department, Ministry or component thereof.

Crown Activity, means:

1. New legislation, regulations, policies, programs and plans that provide authority to or are implemented or to be implemented by the crown;
2. Changes to legislation, regulations, policies programs and plans that provide authority to or are implemented or to be implements by the Crown;
3. Issuance, varying, approval, suspension or cancellation of permits, licenses, authorizations, renewals or anything similarly administrative by the Crown; and
4. Anything else authorized or undertaken by the Crown that may have an Impact on CKSPFN.

Crown Designate, means such person with or appointed by the Crown to be the lead contact on behalf of the Crown for consultation and accommodations with CKSPFN in respect of any Activity.

Day, means a business day and excludes weekends and statutory holidays.

Emergency Situation, means a situation that is likely to endanger the life or health of any person, or that is likely to result in an environmental catastrophe

Environment, means all components of the earth, and includes but is not limited to:

1. land, on the surface and below;
 - i. Surface includes all organic and inorganic organisms, including flora and fauna and humans. It includes all architectural structures, roadways and all other things man-made; and
 - ii. Below surface includes all organic and inorganic organisms, including flora and fauna, minerals, gases, liquids that are contained in the land. Below surface specifically includes physical and cultural heritage, any structure, site or thing that is of historical, archaeological, paleontological or architectural significance.
2. water includes all organic and inorganic organisms, including flora and fauna and humans;
 - i. water includes all man-made objects e.g. boats, nets, water pipes and structures situated along the water e.g. docks or factories.
3. Air includes all layers of the atmosphere and the inorganic and organic organisms including flora and fauna and humans;
 - i. Air includes any and all architectural structures; and
 - i. Air includes the quality of breathing air.

All the components of the Environment contribute to the physical, social, economic, cultural, spiritual and aesthetic conditions and factors that affect the physical or socio-psychological health of CKSPFN and any of its members, thus these factors are included in the definition as well.

Environmental Assessment, means the reports prepared for Industrial Proponent Activity that may potentially impact upon the environment and require a ministry approval.

Health, means the physical or socio-psychological health and well-being of CKSPFN and any and all of its members.

Impact, means any adverse effect that any Activity may cause to the Environment within CKSPFNs Traditional Territory or the Health of CKSPFN or any and all of its members or any CKSPFN right including Treaty Right, Aboriginal Right and Aboriginal Title.

Impact and Benefits Agreement (IBA) means an agreement made between CKSPFN and an Industrial Proponent that provides consent or support for an Activity to proceed in exchange for benefits. Each IBA will be negotiated individually and is a possible outcome of the duty to accommodate.

Impact Information, means any documentation or communication in relation to the potential Impact an Activity may have on CKSPFN's Traditional Territory, Health of CKSPFN or any and all of its members or any CKSPFN right including Treaty Right, Aboriginal Right and Aboriginal Title

Industrial Proponent, means the party, which may include, but not be restricted to, the Crown, a corporation, partnership, joint venture, sole proprietorship, association, organization, person or the like, other than CKSPFN that would undertake or is undertaking the Activity.

Industrial Proponent Activity, means any Activity pursuant or incidental to anything authorized or ordered by the Crown, or that the crown is contemplating authorizing or ordering that may have an Impact on CKSPFNs Traditional Territory.

Notification, means the initial written notice sent to CKSPFNs contact by the Crown, ~~Ontario~~ and/or Industrial Proponent, which shall contain as much Activity, Contact and Impact Information as is in the possession of the Crown and/or Industrial Proponent at the current stage of development.

Ontario, means the Provincial government or Provincial Legislature or Queen in right of Ontario.

Protocol, means the CKSPFN Consultation & Accommodation Protocol.

Reserve, means the unceded reserve of CKSPFN which is Kettle and Stony Point Reserve No. 44 and 45. This reserve is under the Indian Act R.S.C. 1985 c.1-5, as amended (the Indian act), is referred to in Ojibwe as “Wiikwednong Minwaa Azhodena.” For the purposes of this Protocol, the Traditional Territory of CKSPFN does not include the Reserve.

Royal Proclamation (1763), means the Proclamation of Britain which established an “Indian Country” where Aboriginal land was protected from encroachment. It stated that land had to be voluntarily ceded to the Crown before non-aboriginal settlers could occupy it. The area historically used and occupied by Kettle and Stony Point ancestors lay within the protected “Indian Country”.

Traditional Rights, include those to hunt, fish and trap, to harvest and gather plants for food and medicine, to protect and honour burial sites and other sacred and culturally significant sites, to sustain and strengthen its spiritual and cultural connection to the land, to govern itself and to participate in all governance and operational decisions about land use and resource management and extraction. →
Relocated from Clause 4.3

Traditional Territory, means the territory as described in Appendix “A”.

Treaty, means any historical agreement as between the ancestors of CKSPFN and the Crown, the Crown includes the Dominion of Canada as heir to Her Majesty the Queen.

1. Specific treaties that apply include but are not limited to:
2. Treaty of Niagara of 1764

3. The Jay Treaty of 1794
4. Provisional Agreement of 1819
5. Treaty 27 ½ of 1825
6. Treaty 29 or 1827 (Huron Tract Treaty)

Treaty Right, means those special rights to lands and entitlements that CKSPFN legally possesses as a result of treaties or verbal promises that were made while treaties were negotiated. Section 25 of the Constitution act, 1982 recognizes and affirms, the “existing Aboriginal and Treaty Rights of the Aboriginal people of Canada.”

4.0 LEGAL STATUS & INTERPRETATION

4.1 Legal Status

- 4.1.1 No Aboriginal Right, Aboriginal Title, Treaty Right may be abrogated or derogated from or through operation of this Protocol other than by proper legal authority of CKSPFN
- 4.1.2 Nothing in this Protocol may be construed to limit any consultation or accommodation obligation owed to CKSPFN by the Crown or any Industrial Proponent.
- 4.1.3 Notwithstanding anything in this Protocol, CKSPFN retains the right to challenge, by way of judicial review or any other legal processes, any activity associated or referred to herein.

4.2 Interpretation

- 4.2.1 All clauses in this Protocol are to be interpreted broadly and purposively. In the event of a dispute as to the meaning or intent of a particular clause, CKSPFN will determine the meaning or intent as it sees fit.
- 4.2.3 This Protocol should be interpreted to include all feminine references when reference to masculine is made.

5.0 GUIDING PRINCIPLES FOR CONSULTATION AND ACCOMMODATION

- 5.1 CKSPFN are a self-defined people, they have lived in their Traditional Territory since time immemorial and practice their unique way of life in accordance with their laws and customs as stewards of the land. There is a vital connection between the members of CKSPFN and the lands and waters that are essential to the health of the community.
- 5.2 As a steward of the land, CKSPFN is required to preserve and enhance a respectful relationship with the environment. It is the belief of CKSPFN that the community should look ahead for seven generations and to ensure that all wildlife, lands, waters, air and resources are preserved and protected in order to continue the existence of CKSPFN and its members health, culture, laws, livelihood and economy.
- 5.3 CKSPFN assert that it's Aboriginal and Treaty Rights, and Aboriginal Title in their Traditional Territory will be viewed to specifically include the Traditional Rights and their modern day equivalents. Modern day Aboriginal and Treaty Rights and Aboriginal Title include the right to manage the resources located on the Reserve and Traditional Territory to benefit new or continuing economic activities, enterprises, permits licenses, tenures and to permit revenue and revenue transfers.
- 5.4 CKSPFN continue to assert and exercise Aboriginal and Treaty Rights and Aboriginal Title to all parts of its Reserve and Traditional Territory. This includes the areas that have not conventionally been viewed to form part of their Treaty, that being the water and lakebed of Lake Huron.
- 5.5 All parties to consultation and accommodation processes are expected to treat each other with respect and act in good faith, in an honest, transparent and open manner in accordance with the Haida, Taku River and Mikisew Cree decisions.
- 5.6 The Crown and the Industrial Proponent must always consult with CKSPFN and take all possible steps to accommodate CKSPFN by substantially addressing all of CKSPFN legitimate concerns about the Activity in question.
- 5.7 CKSPFN recognizes that as a steward of the environment, its input and perspective in any consultation and accommodation process will likely include the use of traditional ecological and cultural knowledge as well as knowledge from modern science and technological sources.

- 5.8 The cumulative effects of each individual Activity as well as the effect of all Activities in CKSPFN's Traditional Territory must be included in the consideration of any consultation and accommodation process. This may include the effects of any one Activity with that of existing Activities or the residual impact of previous Activities and future planned Activities.
- 5.9 In terms of any environment assessments, or related process, CKSPFN expects to take a significant role. This may include requesting to have a role in establishing the scope and terms of reference, appoint a member to any environmental assessment review panel, and to review and comment on the environmental impact statements, and any screening study or the like reports. However, these requests and subsequent roles and responsibilities do not in and of themselves fulfill the Crown duty to consult or accommodate.
- 5.10 A process of consultation and accommodation must be designed and implemented with flexibility in order to take into account the importance of CKSPFN's Aboriginal and Treaty Rights, Aboriginal Title, health and environmental considerations that could be affected by the Activity, and the seriousness of the possible Impact. It will be incumbent on CKSPFN to decide how much flexibility a certain process requires, this can include whether or not CKSPFN deems consultation in respect of an activity necessary or not or the level of consideration and accommodation necessary. It will not be the responsibility of the Industrial Proponent or Crown to decide how much or little consultation or accommodation is required.
- 5.11 It is recognized that CKSPFN may take time to make decisions based on the required amount of consultation and accommodation required for a specific activity, and Industrial Proponents must consider all relevant matters and obtain approval from Chief and Council for certain matters or from elders of the community. However, a timely response to Notices is expected as part of the mutual relationship with the Crown and Industrial Proponents.
- 5.12 CKSPN realizes that the Crown may delegate procedural aspects of their duty to consult and accommodate to the Industrial Proponent. However, CKSPFN requires the Crown to remain in an oversight role throughout the entire process unless CKSPFN requests otherwise.
- 5.13 In terms of funding, the Crown are responsible to fund or ensure funding is provided by any relevant Industrial Proponent for all the reasonable costs of CKSPN to enable them to participate in a meaningful and informed way in any consultation and accommodation process. Capacity funding may include, but is not limited to:
- Meeting expenses
 - Travel expenses, accommodation, and other honoraria

- Hiring outside experts or staff to provide critical analysis
- Completion of third-party reviews of Environmental assessment documents or legal agreements
- Administrative disbursements
- Other costs.

Costs may also increase / decrease depending on the size, scope, and community involvement necessary to hold adequate and good faith consultations. These costs will be estimated in a work plan and a budget will be provided by CKSPFN to the proponent throughout the process.

- 5.14 CKSPFN must be consulted by the Crown and if applicable Proponents from the earliest stages of any contemplated Activity, so that strategic and long-term planning is facilitated, CKSPFN's input can be taken into account in the consideration of relevant alternatives to such Activity (including the alternative of no activity), and in the design of such Activity. This should be a significant benefit to the planning exercise, and greatly reduce the potential for conflict at later stages.
- 5.15 The Crown and if applicable Proponents must always consult with CKSPFN with the intent, and where required by CKSPFN by taking all feasible steps, to accommodate CKSPFN by substantially addressing all of CKSPFN's legitimate concerns about the Activity.
- 5.16 Accommodation will generally include:
- a. Prevention and remediation of Impacts to the extent feasible (and where CKSPFN requires as below, by not proceeding with the Activity),
 - b. mitigation of Impacts to the extent feasible,
 - c. provision of capacity building and other benefits from the Activity to the extent reasonably feasible,
 - d. provision of compensation and related benefits from the Activity to the extent reasonable feasible in general to compensate for Impacts, and
 - e. measures to increase CKSPFN's comfort with or trust in the Activity, including community monitoring, community liaison or oversight committees, a role on Proponent's board, other decision-making roles, etc.
- 5.17 It is further expected that the Crown and Industrial Proponents must accommodate and/or mitigate any activity that may infringe on Kettle and Stony Point's Aboriginal Title, Aboriginal Rights, or interests.
- Common types of Accommodation include, but are not limited to:
- Modification of the project, including scope, scale, or technology changes
 - Employment
 - Joint Ventures

- Co-management of resources
- Joint land use planning
- Training
- Limiting resource extraction and harvesting
- Conservation measures
- Hunting access
- Environmental protections and ongoing monitoring
- Alternate land arrangements
- Relocation
- Equity in companies
- Preferential contracts for services
- Community-use buildings
- Financial compensation
- Compensatory damages for past infringements or impacts

5.18 In respect of accommodation, if CKSPFN supports an Activity, it is expected that the Industrial Proponent enter into a Memorandum of Agreement (“MOA”) or the like, even if the activity is expected to result in some but not significant Impacts. An Impacts Benefits Agreement (“IBA”) will be completed when CKSPFN expects significant Impacts but does not decide to halt the Activity. The Crown is expected to work with CKSPFN when requested to ensure that the Industrial Proponent meet those expectations.

5.19 CKSPFN has every right to stop a contemplated or proposed Crown and Industrial Proponent Activity that would likely have a significant Impact.

5.20 The Crown must not dispose of or grant to any third party any interest in crown land that is part of CKSPFN’s Traditional Territory without the prior and informed consent of CKSPFN.

6.0 TRIGGER FOR CONSULTATION

6.1 Overview

The trigger for the duty to consult occurs when the Crown has knowledge, real or constructive, of an un-proven prima facie case for an Aboriginal Right, Treaty Right or Aboriginal Title. The Crown must also be in contemplation of infringing these rights, usually in the form of some Activity. The Crown must also act honourably towards CKSPFN and consult and accommodate when they become aware of a proposed Industrial Proponent Activity in CKSPFN's Traditional Territory that may have an Impact.

6.2 Policy

6.2.1 In addition, CKSPFN will engage in consultations and negotiations or accommodation at the strategic-planning level, including but not limited to;

- a. Co-management of resources
 - i. Fisheries
 - ii. Wildlife
 - iii. Protection plans etc.
- b. Protection and management of watersheds and ecosystems
- c. Land use planning for broader areas in the Traditional Territory

6.2.2 If an Activity has begun or is continuing before consultation with CKSPFN is completed, and such consultation would have been normally triggered, the Crown and if applicable the Industrial Proponent must undertake consultation with and ensure accommodation of CKSPFN forthwith. CKSPFN expects the Crown to suspend such Activity where to do so would not cause undue hardship to the respective parties until the consultations are completed.

6.0 CONSULTATION AND ACCOMMODATION PROCESS

7.1 Initial Contact

- 7.1.1 The primary individual who the Crown and the Industrial Proponent will contact is the CKSPFN Communication Relations Officer. This person or the person standing in for him, will be appointed or hired at the discretion of CKSPFN or the Band Administrator/CEO
- 7.1.2 All Notifications are to be sent to the CKSPFN Communication Relations Officer, with copies forwarded to the Band Administrator and the Chief.
- 7.1.3 The means of delivery of all Notifications is discretionary, via letter mail, email, or fax, of the contemplated Activity, at the earliest possible stage.
- 7.1.4 The CKSPFN Communication Relations Officer will where possible confirm receipt of such Notification to the Crown Designate and if applicable the Industrial Proponent ***within 5 days*** of receiving it.
- 7.1.5 If the Crown designate or Industrial Proponent does not receive receipt of Notification within 5 business days, they must contact the Chief and/or the First Nation Manager/CEO to determine whether the Notification was received and to gain further contact information.
- 7.1.6 If the Industrial Proponent is source of the initial contact, CKSPFN expects that the Crown is aware of the contact and will initiate a consultation and accommodation process forthwith unless CKSPFN requests otherwise.
- 7.1.7 In the event that the Crown are contemplating or taking action to address an Emergency Situation, no Notification is required prior to action being taken. However, immediately following the containment of the Emergency Situation, notification of the action taken to address the emergency situation must be sent to CKSPFN. Subsequent consultation and accommodation processes may follow.