

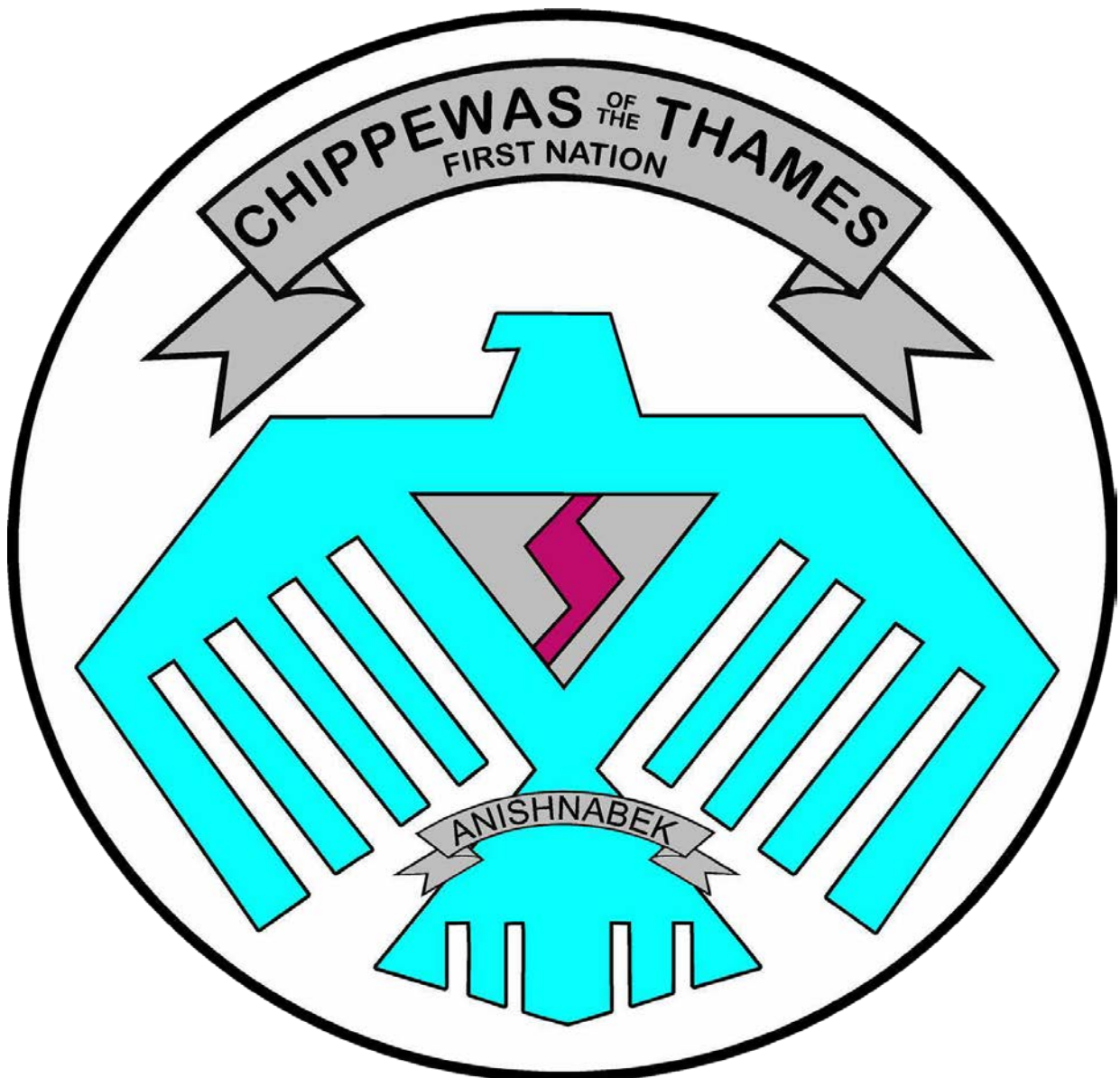
**Deshkan Ziibiing/Chippewas of the Thames First Nation**

**Wiindmaagewin**

**CONSULTATION PROTOCOL**

**Final**

**26 November 2016**



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## 1. Introduction and purpose

The watersheds of southwestern Ontario have been the home of Anishinaabe people for millennia. Widespread archaeological evidence of the “Western Basin Late Woodland Tradition” confirms our traditional oral history teachers’ accounts of this lengthy Anishinaabe dwelling in our territory of Waawayaatanong, or “Round Lake.” This region is known as the third stopping place of the Water Drum on its sacred journey to Madeline Island, centuries before the era of colonization. We have continued to dwell here despite the disruptions stemming from conflicts with other Anishinaabe nations also dwelling near the Great Lakes, from the wars between various settler powers between 1757 and 1815, and from the imposition of Britain’s, then the United States’, and Canada’s colonial rule.

Deshkan Ziibiing edbendaagzijig, “those that belong to Antler River” (The Chippewas of the Thames First Nation) comprise one of the traditional Anishinaabe nations governing the territory of Waawayaatanong, collectively known now as the Waawayaatanong Anishnaabeg Southwest Treaty Council. As a governing body, Deshkan Ziibiing has lengthy experience in developing relations with other communities interested in the lands and waters of Waawayaatanong, as early French explorers recognized, and as our historic treaty-making with Britain demonstrates.

The purpose of this protocol is to ensure that our relationships with other communities develop in the future in ways that are fully respectful of the breadth of Deshkan Ziibiing’s responsibilities to these watersheds, and ways that are protective of the full range of our rights. This protocol shall serve to guide governments and third parties interested in pursuing healthy and mutually beneficial relationships with Deshkan Ziibiing.

## 2. Statement of reserved rights

The rights that Deshkan Ziibiing exercises in relation to our ancestral lands, treaty lands, reserve lands, and Addition to Reserve lands, are inherent, grounded most basically in the Creator’s gift of lands, waters, and way of life to ndodeminaanig, “our clans.” These rights are embodied in our historical and ongoing occupation of our territory, and in our practice of self-determination as a people. Our rights as a self-determining people are also recognized within, although they are certainly not created by, the formation of several treaties, the terms of constitutional documents, and international conventions, including Article three of the Jay Treaty (1794). Our historic treaty partner, Britain, recognized these rights, as seen within the joint context of the Royal Proclamation of 1763 and the Treaty of Niagara, 1764; and within the subsequent treaties formed between 1790 and 1827. Our traditional understanding of these treaties with Britain indicates that they in no way eliminate our own rightful control of, and enduring ability to benefit from, the lands and waters within our territory. Section 35(1) of *Canada’s Constitution Act, 1982*, also clearly recognizes these rights, as do the expressions of international customary law elaborated within the *United Nations Declaration on the Rights of Indigenous Peoples (2007)*. This present protocol neither contains nor implies anything that subtracts or derogates from the fullest understanding of the range of rights found within those legal instruments, or within our traditional and customary law.

### 3. Territory

Traditional Anishinaabe territory in southwestern Ontario north of the Thames River includes the 2.78 million acres marked on the treaty maps concerning the Longwoods (1822) and Huron (1827) tracts. In addition, south of the Thames River, traditional territory also includes the lands addressed in the McKee Treaty (1790), the London Township Treaty (1796), and the Sombra Township Treaty (1796). Deshkan Zibiing is party with other Anishinaabe nations to several of these treaties, but is the sole Anishinaabe party to the Longwoods Treaty.

As recognized in these treaties, the ancestral lands of Deshkan Zibiing thus include all the lands and waters between Lake Huron to the north and Lake Erie to the south, and stretching eastward from the eastern banks of the St. Clair and Detroit rivers to the Mississaugas of New Credit 1792 treaty lands, a line running northwards from Point Bruce on the Erie shore, to Point Clark on the Huron shore (see Appendix A for map). In addition, Deshkan Zibiing territory extended into what are now the American states of Michigan and Ohio. Historically, we managed portions of our territory in common with other Anishinaabe nations, and at times in partnership with the Haudenosaunee. Nevertheless, the lands bordering the northern bank of the Thames River have been solely in the stewardship and possession of Deshkan Zibiing since before the treaty era.

Upper Canada's settlement and development from the early nineteenth century certainly transformed much of this land from its pre-treaty state. Nevertheless, we who are Deshkan Zibiing edbendaagzijig continue to hold our lands, and to assert over the full extent of our treaty lands and traditional territory our historic commitment to the protection of the watersheds of the Thames River, Bear Creek, and the Au Sable River, and to the Erie and Huron lakeshores. For the purposes of this protocol, we regard all of our ancestral lands as part of our consultation territory. As well, our understanding from our elders, an understanding we share with many other Anishinaabe nations, is that our treaties did not "surrender" our lands, despite what Britain and Canada have presumed. As part of our ongoing commitment to these watersheds, the citizens of Deshkan Zibiing are currently engaged in aboriginal title research concerning the bed of the Thames River.

### 4. Community profile

As a community, Deshkan Zibiing has always welcomed and incorporated people from other nations. Our families have always shared a common world around the Great Lakes with the families of the Pottawatomis and the Odawas. Delawares and Oneidas were welcomed here between 1791 and 1840, and allowed to create their own communities on land adjacent to and within our homeland. At various times, other Haudenosaunee, Shawnees, Huron/Wendats, as well as Anglo or French traders and settlers marrying our people, have all been incorporated into our society. Today, our population is approximately 2,800 people, with 1,000 residing here at Deshkan Zibiing.

Institutions operating within our homeland territory today include a school system with an elected board; a midewigaan (mide lodge), a sundance lodge; the Southwest Ontario Aboriginal Health Access Centre and the Nimkee Nupigawagan Healing Centre; several businesses,

including retail, service and engineering consulting firms; the Chippewa Development Corporation, the Big Bear Creek Trust, and the Thunderbird Trust; as well as police and fire services, government offices, and two churches.

## **5. Historical Relationships**

Deshkan Ziiibiing has long engaged with other nations, in both war and peace. Prior to European movement into the Great Lakes region, conflict with various Iroquoian-speaking peoples in southern Ontario was also balanced with periods of peace. The creation of the fur trade, however, led to increased warfare with the Haudenosaunee – the Iroquois Confederacy, and to various protective alliances with the Hurons/Wendats, and with other Anishinaabe peoples. Deshkan Ziiibiing allied with France in its war with Britain in the mid 18<sup>th</sup> century. Our warriors also fought with Pontiac to protect lands west of the Alleghenies after France withdrew from the Americas. Deshkan Ziiibiing later allied with Britain in war against the revolutionary American colonies, and then again in the War of 1812 against American expansion into the Great Lakes region. Our ancestors fought during that war with Tecumseh, the great Shawnee leader and advocate for Anishinaabe independence, in order to protect our lands. His descendants are among our citizens today. Following Britain’s retreat in 1815, our warriors were the sole defenders of Upper Canada from American incursions. As allies of Britain during the 20<sup>th</sup> century, our young men also fought and died in two world wars.

Deshkan Ziiibiing’s relationships with other nations have generally been pursued through the creation of treaty partnerships. The oldest of our partnerships, more recently called the Three Fires Confederacy, is one grounded in shared language and joint protection with the Odawa and Potawatomi nations. Gdoonaaganinaan “Our Dish” – formed with the Haudenosaunee; and the Treaty of Montreal – formed with the French and over thirty Anishinaabe nations; ended decades of war and competition over the fur trade, in 1701. These partnerships establishing the foundations of peace were all grounded in mutual respect, and a shared understanding that legal alliances between distinct political communities are created and maintained through ceremony, through appeals to the Creator to attest the sincerity of promises, and through an exchange of wampum belts. Our treaty alliances were most basically a mutual extension of our kinship loyalties and responsibilities, as our gimaag indicated by attaching their doodem symbols to the Longwoods Treaty, and to many others. This extension of kinship to create social and political bonds remains as significant for us today as it was for our ancestors during the tumultuous years of the 17<sup>th</sup> and 18<sup>th</sup> centuries.

The great Treaty of Niagara (1764) emerged from this long practice, and is the template for all subsequent treaties between Britain and the Chippewas of the Thames. Its Two Row Wampum, a belt the Haudenosaunee first used with the Dutch in 1613, provides a fuller account of the sort of relationship of equals established between Britain and Chippewas of the Thames than appears in the written texts of the Royal Proclamation (1763), the post-War of 1812 treaties, or within any legislation embodying Canada’s unilateral presumption of colonial rule over us.

Deshkan Ziiibiing made all of its treaties with Britain, and none with Canada, as our elders have emphasized. The legal certainty that Canada has derived from those treaties is weaker than it might be had it undertaken to achieve a common understanding with our people. Apart from

our gimaag having inscribed their doodem symbols on parchment and paper, the treaty texts, and most other documents pertaining to the formation of our treaties, are only available in English. The documentary record contains very little to indicate the fullness of our ancestors' understandings of the treaty process, or of the shameful nature of the post-War of 1812 relationship with Britain, and subsequently with Canada.

Britain's withdrawal from the Ohio valley, and gradual abandonment of its Anishinaabe allies to the colonial administration of Canada, has had a lasting effect on the people of Deshkan Zibiing. Colonial rule presumed the 'surrender' of well over 90% of our traditional territory. Efforts to 'civilize' our people, through Canada's unilateral imposition of the Indian Act (1876), confinement through the imposition of the 'Indian Pass' system, harsh policing of our harvesting and hunting practices, and not least, the creation of a residential school on our homeland (Mt. Elgin Industrial Institute, 1851-1946), certainly took a toll on our well-being, and constrained our control and use of our lands and waters. However, throughout the hundred and fifty years of Canada's assertions of sovereignty over our lands and nation, our people have remained insistent on our continued inherent rights. In 2013, Deshkan Zibiing resolved a Specific Land Claim dispute with Canada, over its taking of the Big Bear Creek lands in the 1830s. In 2015 the Supreme Court of Canada agreed to consider our objections to the failure of consultation surrounding Enbridge's reversal of flow for Line 9. As the city of London expands, and as the province undertakes a variety of energy development projects, Deshkan Zibiing remains intent on protecting our traditional territory. Our vision for the engagement formalized in this protocol remains that of Tecumseh, our treaty chiefs, and the Two Row Wampum. First, we are committed to self-determination regarding the preservation and restoration of our Anishinaabe jurisdiction and heritage. Second, we are committed to the formation of fair partnerships focused on the wise and respectful use of our traditional lands and waters.

## **6. Principles of intersocietal governance and communication**

Our engagement with other communities stems from our recognition of several principles, which derive from our Creator's gifts to us of life and land, and from our Creator having placed us within a world full of relationships with others. Our responsibility to maintain these relationships, in accord with principles derived from our creation story, is central to our continued wellbeing as a people. These principles animated our ancestors in their treaty partnerships historically, and they remain alive today in our dealings with federal, provincial, and municipal bodies. They indicate our fundamental orientation towards all matters of discussion and consultation concerning our rights and responsibilities. They function in addition to, although not in conflict with, the well known principles that Canada's courts have constructed from the common law regarding "the duty to consult and where necessary accommodate" (Haida Nation 2004). The courts have had a difficult time explaining how common law principles serve the task of reconciliation between settlers and Anishinaabe peoples, for they leave parties at odds, and mandate an inherently adversarial process. Our principles, however, grounded in our creation story, do provide a basis for fruitful and healthy intersocietal development, governance, and communication.

### **a. Principles of governance**

(1) Gdinawendimi: “We are all related.” A basic truth of our creation story is that we are related to everything that shares the world with us. Our original Anishinaabe doodem ancestors: Ajijaak “Crane,” Waabizhesh “Marten,” Bneshiinh “Bird,” Wawashkesh “Deer,” Maang “Loon,” Giigoonh “Fish,” Mko “Bear;” all demonstrate that we humans are related to, that is, are family with, beings who are other than human. That our ancestors shaped our treaties with Britain by inscribing many of those same doodemag on treaty texts indicates that they extended the web of kinship relations to include settlers. We expect that all consultation and discussion with governments and third parties will focus on how the proposed project will foster this relatedness.

(2) Mno-bmaadiziwin: “The good life.” We understand that the Creator placed us within our world’s web of spiritual and bio-physical relationships in order for life to flourish, for all to enjoy the world. Life flourishes when we base our relationships on the gifts of the Seven Grandfathers: Nbwaakaawin “wisdom,” Zaagidiwin “love,” chi “respect,” Aakde’ewin – or Zoongide’ewin “bravery,” Gwakwaadiziwin “honesty,” Dbaadendiziwin “humility,” Debwewin “truth.” We expect that all proposals from and discussions with governments and third parties will demonstrate how the proposed project enhances the good life for all our relations.

(3) Naaknigewin: “Law”. This measure for our decisions and determinations is the gift of the Creator. We expect that all consultation and discussion with governments and third parties will aim to respect and embody law as the measure for our decisions provided by the Creator.

(4) Anishinaabe dbendizawin: “Anishinaabe independence,” or “self-determination.” Some of our elders overcame their repressive years spent within the local residential school, and were able to play crucial roles in entrenching the recognition of our rights into sec. 35(1) of Canada’s Constitution Act, 1982. Their personal struggles have taught us that we were created to live as an independent people, and are therefore able to ally with, but not to become subject to, other independent peoples. Many British treaty negotiators failed to understand this. Canada’s unilateral imposition of regulations on our people, and its presumptuous administration of our lands, stems from its own consistent failure to understand this. Nevertheless, we have seen in some settler leaders, such as Sir William Johnson and his work at Niagara in 1764, the enduring possibility that our peoples might finally create a relationship of equality. William Johnson’s Two Row Wampum embodies this alliance of equals, each party free to follow its own way without interference, but each also attentive to the wellbeing of the other. We expect that all proposals from governments will respect this most basic tenet of the Two Row Wampum.

### **b. Principles of communication**

(1) Zgaswediwin: “To smoke together.” This word combines two sorts of acts into one. When Anishinaabeg met in council, they began with the ceremony of smoking. In our stories, Nanabush provided our ancestors with the pipe of peace in order to help us foster the path of goodwill and reconciliation towards earth, plants, animals, and our fellow humans. Asemaa, “tobacco,” carries our thoughts and prayers to the Creator, and demonstrates our desire to speak the truth, and to build relationships that reflect gratitude in our dependence on the natural order, law, or policing naaknigewin. We expect that all consultation and communication regarding project proposals



reflects the willingness of governments and third parties to place their thoughts and words in the same context.

(2) Ginoondiwin: “talk to each other.” As our elders have said, and as many accounts of Anishinaabe councils have indicated, our practice has been to reach decisions in common, after full and satisfying discussion addressing the concerns of all involved. As Mississauga historian and chief Peter Jones (1802-56) noted in his rendering of a council meeting during the 1850s, the practice of addressing the concerns of all greatly reduced the number of “warm discussions.” We expect federal, provincial and municipal governments to engage with us in consultation that is animated by their need to satisfy our concerns, and not by the needs of third parties, or by deadlines imposed outside of those we might mutually agree to within our processes of consultation. In addition, we expect that when governments attempt to justify project proposals likely to infringe upon our rights and responsibilities, that we will be the party that determines the adequacy of the justification.

(3) Gii-nenmaasiinaawaan: “they didn’t let them”. Anishinaabe participants in treaty talks with settler governments fully expected to be able to consent to or dissent from the proposed matter at hand, as the available written record in Anishinaabemowin makes clear. Our consent to proposals that might affect our rights and responsibilities to our lands, waters and wellbeing is basic to our status as a people possessing dibendizawin, or self- determination. In all matters of consultation and communication, we expect federal, provincial and municipal governments to honour this customary principle of international law, embodied also in article 32(2) of The United Nations Declaration on the Rights of Indigenous Peoples (2007), and finally adopted by Canada in 2016.

(4) Chi-dibaakinigewin: a “great judgement,” as in a treaty between nations. Our ancestors spoke solemnly with settler governments in order to reach agreements that would establish mutually beneficial relationships, which by their nature are on-going, and subject to changing needs and circumstances. However, governments have been one-sided in regard to changing needs in relation to our lands, waters and wellbeing. They have seen our agreements as open, but only as justifying their constant erosion of our control over those lands and waters, and of our wellbeing. We expect that governments interested in consultation will temper this apparently endless desire to consume our lands and waters to the ill effect of our own wellbeing. As well, we expect that when governments insist to the contrary on the legal certainty of treaties and agreements, they will demonstrate persuasively to us how that certainty of the treaty encourages the mutually beneficial relationships that treaties are supposed to establish.

### **c. Principles of co-existence and economy**

(1) Gdoonaaganinaan: “Our Dish,” the agreement reached with the Haudenosaunee in 1701, enabled both our peoples to hunt and harvest in mutual safety, and for mutual wellbeing, within our ancestral lands. We expect federal, provincial and municipal governments to demonstrate clearly and persuasively how proposed projects will undertake to secure mutual safety and mutual wellbeing.

(2) Maatookiiwin: “sharing” Our agreements with settler governments concern our sharing of the lands that the Creator has shared with us. There are no Anishinabemowin transcriptions of treaties that use the word *adaawaage*, meaning “to sell.” Similarly, as Akiwenzii, gimaa of the Lac Courte Orielles Ojibwe, said in relation to the 1837 treaty he co-signed with a US delegation seeking Wisconsin lands: “Gaawiin wiin gimiiisinoon, anishaa ida wi’in,” that is, “I do not make a present of this, I merely lend it to you.” Or, in an 1864 petition to U.S. President Abraham Lincoln, several of those same Anishinaabe chiefs said “Gaawin wiin aki nimbagidinamawaasii,” that is, “I do not offer the land.” We expect that governments interested in projects affecting our lands, waters, and wellbeing will demonstrate how the proposed project embodies this same spirit of sharing of what the Creator has provided, and also charged us with protecting.

(3) Gnawenjigewin: “to take care of things.” Our use of the lands and waters of our territory is subject to Anishinaabe principles of stewardship, derived from our creation story, and instilled through the growth of traditional knowledge. We expect that all communication regarding project proposals will demonstrate how projects plan to incorporate *Deshkan Ziiibiing* participation in the tasks of co-management and governance, as well as employ conservation practices grounded in and consistent with our traditional knowledge.

(4) Niigaan-inaabiwin: “looking ahead”. Decision making that respects the full web of relationships within which the Creator has placed us aims to chart the impacts of our choices as far as possible into the future, in order to minimize the destructiveness of those choices. We expect that all government decisions and project proposals with potential to affect our lands, waters, air, health and wellbeing will demonstrate as concretely as possible the long-term implications of the proposal for *Deshkan Ziiibiing*. We expect that they will also concretely demonstrate the steps to be taken to ensure that they will uphold *Deshkan Ziiibiing*’s responsibilities to protect the web of relationships constituting our traditional territory.

## **7. Consultation process and requirements**

### **a. Aims of consultation**

Appropriate consultation between *Deshkan Ziiibiing* and federal, provincial and municipal authorities serves several purposes. At its heart, appropriate consultation is a dialogue between communities, a mutual engagement, rather than a mere notification of an external party’s intention. Our being fully informed about projects and decisions that may affect our nation protects our full range of rights and responsibilities, as recognized within

traditional Anishinaabe law, in Canada's Constitution, within the jurisprudence of Canada's courts, and in customary international law. It "burnishes the Covenant Chain," by fostering the treaty relationship that should, but does not yet, exist between our people and Canada. In addition to protecting our range of rights, appropriate accommodation also promotes and deepens the path of reconciliation that will ensure a healthier future for both settler and Anishinaabe communities. Appropriate consultation encourages the development of projects that are mutually beneficial to all parties, and it ensures that projects have wide legitimacy both within Deshkan Ziiibiing, and also within the larger network of Anishinaabe nations at home around the Great Lakes.

#### **b. Responsibilities of all parties**

(1) All parties engaged in consultation activities have responsibilities in common. Among these are the responsibilities to participate in good faith, and to treat each other with respect, transparency, and honesty. In addition, Deshkan Ziiibiing recognizes that each party has its own unique responsibilities to ensure that the outcome of consultation is a fair, respectful and mutually beneficial understanding of the matter under discussion. Our Anishinaabe understanding of our treaty relationships as the extension of family networks and the attribution of kinship terms encourages us to respect the range of responsibilities borne by parties to consultation.

(2) Crown responsibilities: Deshkan Ziiibiing expects that federal, provincial, and municipal governments will consistently embody the Crown's self-proclaimed obligations towards First Nations. These obligations include a) its fiduciary duties, b) its unyielding motivation to uphold the honour of the Crown, and c) its ongoing commitment to pursue reconciliation with First Nations. Deshkan Ziiibiing edbendaagzijig expect that all inquiries and proposals submitted by the Crown for our consideration, and all government actions undertaken during the course of consultation, are capable of upholding the highest standards of justification on the basis of these three obligations.

Specific Crown responsibilities include timely, effective, and engaged oversight and coordination of all consultation processes and activities involving Deshkan Ziiibiing, and consistent with the honour of the Crown. Competent oversight and coordination requires the Crown to "trigger" the consultation process, that is, as soon as it becomes aware of, or contemplates, activities and proposals that may affect us. Such oversight should include regular updates and dialogues on all consultation processes under way with Deshkan Ziiibiing, and on all Crown determinations of limits to consultation. Oversight also includes due diligence to insure that a project's range, depth, and timeframe of consultation activities are consistent with, and adequate to, Deshkan Ziiibiing's own expressed needs. Crown responsibility also includes timely and adequate provision of funding necessary for Deshkan Ziiibiing to participate in consultation. As well, Crown responsibility includes forthright commitment to the timely and effective accommodation of Deshkan Ziiibiing's full range of rights. In addition, Crown responsibility extends to its earnest incorporation of Deshkan Ziiibiing's partnership into the planning and decision-making process related to the project, as these affect Deshkan Ziiibiing lands, waters, air, health, and wellbeing.

Third party responsibilities: Deshkan Ziiibiing acknowledges that third party entities may be delegated certain procedural aspects of the Crown's duty to consult with us, when they pursue commercial or developmental interests in accessing our lands and waters, or potentially affecting our air, health, and well-being. We expect that third parties are responsible for providing full, accurate, and up-to-date information about their projects. Such information should be provided as it becomes available, and should not be subject to explicit requests from Deshkan Ziiibiing staff. We also expect that that a project proponent seeking to enter into a relationship with us will actively work to accommodate our concerns, and to view its responsibility to accommodate in a positive manner. To that end, we expect that proponents will be conscientious in adjusting their timelines in order to allow for Deshkan Ziiibiing's full participation in any necessary consultation activities. We expect that project proponents will acknowledge their responsibility to consider alternative approaches with us, when implementing their proposal conflicts with our aboriginal and treaty rights, and our ability to protect our lands, waters, air, health, and wellbeing. We expect that proponents will also commit to explore with Deshkan Ziiibiing opportunities to share meaningfully in the range of benefits that might result from implementation of their project.

Should consultation need to proceed past the initial stage, we expect project proponents to provide us with the following written acknowledgements:

- a) a statement fully acknowledging our inherent and treaty rights, and our responsibilities to our territory, as they relate to the project,
- b) a statement indicating that the proponent will share this acknowledgement of our rights and responsibilities in all subsequent communication about the project with shareholders, the public, government departments, lenders, and others,
- c) a statement instructing the proponent's subcontractors that they also function within the same framework of Deshkan Ziiibiing rights and responsibilities,
- d) a statement disclosing all judgments made against the proponent in all jurisdictions, the involvement of all silent partners, and all agreements made with other First Nations, American Indian tribes, and Anishinaabe communities globally, and
- e) a statement acknowledging that work on the project will only follow the full process of consultation and determination of accommodation.

(4) Deshkan Ziiibiing responsibilities: These are, first of all, those that our elders have conveyed from the Creator regarding our obligations to protect the land and waters of our traditional territory. Our responsibilities to our contemporary partners in consultation are similar to those we undertook together with our historic partner in treaty. They include our commitment to uphold the terms of this protocol, as well as of any subsequent agreements arising in regard to consultation and accommodation. We acknowledge the responsibility of staff to provide accurate, sufficient, and timely government or proponent information to Chief and Council, and to Deshkan Ziiibiing edbendaagzijig, in order to ensure that our people engage in full discussion and informed decision making regarding proposed projects. We acknowledge our responsibility to explain to governments and proponents, clearly and fully, any concern, distrust, or discomfort

that we have with a project proposal, to state our rights clearly and forthrightly, and to offer suggestions about how proponents and governments might resolve our concerns in good faith.

**c. Contact procedures**

(1) All proposals for activities with potential to affect Deshkan Ziibiing lands, waters, air, health, and wellbeing must be submitted to the office of the Chief, at the earliest possible moment in the development of a project idea. Such proposed activities include projects directly impacting Deshkan Ziibiing lands, waters and air, as well as those concerning implementation of, or modifications to, regulations and statutes with potential to affect our lands, waters, air, health, and wellbeing. Upon receipt, proposals will be delegated to the proper Deshkan Ziibiing staff for initial processing.

(2) Submission of proposals describing government or third party projects is necessarily part of the government-to-government relationship conducted between Deshkan Ziibiing and appropriate federal, provincial and municipal authorities. Accordingly, all commercial and industrial proposals with potential to affect Deshkan Ziibiing lands, waters, air, health, and wellbeing must be submitted through the relevant government office. All inquiries and initial proposals should be sent via regular mail to:

Chief  
 Deshkan Ziibiing/Chippewas of the Thames First Nation  
 320 Chippewa Road  
 Muncey, Ontario NOL1Y0  
 Canada

Copy to:  
 Director Lands and  
 Environment  
 Deshkan Ziibiing/Chippewas of the Thames First Nation  
 77 Anishinaabeg Road  
 Muncey, Ontario NOL1Y0  
 Canada

(3) All inquiries and initial proposals should contain brief, plain language descriptions of projects, including as necessary:

- a) copies of all project proponent communication with Crown departments regarding the delegation of consultation activities and procedures,
- b) accurate contact information for senior, decision-capable, Crown staff members, as well as for senior level project proponents, when appropriate,
- c) early disclosure of all potential project segmentation or staging scenarios,
- d) precise indications of affected landscape boundaries,
- e) estimated forms of all impacts and risks – including climate change impacts, and all

impacts on biodiversity, air quality, and watershed integrity,

d) explication of potential benefits to Deshkan Ziibiing,

e) preferred timeframes for all aspects of project implementation,

f) estimated time span for effects stemming from life of the project,

g) complete catalogs, with content descriptions, of all relevant studies, mappings, reports, memos, permit applications, motions, and other documents regarding the project proposal,

h) explanation of how the proposal embodies a partner relationship between Deshkan Ziibiing and federal, provincial, and municipal governments,

i) up-to-date measures of corporate social responsibility, such as ISO26000-2010, or B Corp certification.

#### **d. Deshkan Ziibiing processing of inquiries and proposals**

1) Designated Deshkan Ziibiing staff will post through regular mail a first response to inquiries and initial proposals, within two weeks of their receipt. First responses will indicate the timeframe necessary for any subsequent Deshkan Ziibiing follow-up to the initial inquiry or proposal, and will include a reasonable target date for beginning subsequent communication.

2) Deshkan Ziibiing determines its participation in consultation on the basis of two variables. First, it assesses projects on a scale of a) *minimal* impact, b) *moderate* impact, and c) *extensive* impact. Examples of minimal impact projects include road repair and resurfacing, and replacement of existing structures. Examples of extensive impact projects include nuclear energy waste storage facilities, alternative energy developments, oil and gas pipelines or facilities, and landfills.

#### **A. Minimal impact consultation**

1. Information about a proposed project is received by Chief, and forwarded to the Director of Lands and Environment and the Consultation Coordinator,
2. The Consultation Coordinator screens the proposal, logs details, and scans the entire package into a database,
3. The Consultation Coordinator prepares a response, and forwards it to the appropriate party (government department or third party proponent). Typically, the response indicates that Deshkan Ziibiing has no concerns, and requests continued updates about the proposal, should details change. Consultation service fees apply.

#### **B. Moderate impact consultation**

1. Information about a proposed project is received by Chief, and forwarded to the Director of Lands & Environment, and the Consultation Coordinator,
2. The Consultation Coordinator screens the proposal, logs details and scans entire package into database,
3. The Consultation Coordinator adds to the log of projects submitted monthly to the

Environment Committee. Time sensitive responses will be emailed to the Environment Committee, with recommendations and comments for quicker response. The Coordinator prepares a response, and posts it to the appropriate party.

Response 1: Deshkan Ziibiing requests consultation. The appropriate party will be invited to meet with the Lands & Environment department, and may be asked to provide capacity: requests for jobs, job training or a formal request for Capacity Funding Agreement.

Response 2: Deshkan Ziibiing requests additional information in order to determine the extent of concern.

Consultation service fees apply.

### **C. Extensive impact consultation**

1. The process is similar to that of medium impact consultation,
2. With the completion of a necessary Capacity Funding Agreement, and where appropriate, such additional agreements as memoranda of understanding, or community benefit agreements.
3. As well as with the necessary addition of a Deshkan Ziibiing-determined community engagement process, and community ratification.

Second, in addition to the impact scale for required consultation, Deshkan Ziibiing distinguishes between two levels of the scope to consultation. *Landscape level* consultation concerns the evaluation of specific impacts on our lands, waters, air, health, and well-being. *Strategic level* consultation insures more broadly that Deshkan Ziibiing is fully engaged in all federal, provincial and municipal policy formation, planning, implementation, and evaluation, that may affect our traditional territory, immediate homelands, health, and well-being, both at present and in the future.

#### **e. Deshkan Ziibiing-determined provision of required information**

Deshkan Ziibiing expects governments and delegated third parties to provide all relevant information, as Deshkan Ziibiing Lands and Environment staff, or Chief and Council might determine is necessary, in order to complete Deshkan Ziibiing's careful evaluation of the impact of the project.

#### **f. Government to government engagement**

Although Deshkan Ziibiing may choose to participate in public reviews, studies, and assessments of projects mandated or offered by the Crown to stakeholders in the public sphere, Deshkan Ziibiing is committed to the proposition that it is *not* a stakeholder. The Crown's duty to consult and where necessary accommodate Deshkan Ziibiing requires a separate process on those occasions when we indicate the necessity of consultation. Such consultation, grounded in fiduciary obligations and government willingness to uphold the honour of the Crown, cannot be subsumed.

For those projects and proposals that have a direct impact on Deshkan Ziibiing, we expect that authorities will respect our role and input in providing any necessary terms of reference, or in determining the scope of any necessary review, and in recommending knowledgeable

individuals to serve on reviewing panels and coordinating committees.

Deshkan Ziibiing also expects that its longstanding relationship of alliance with the Crown means that government to government affairs at the minimum must be worked out together in joint dialogue. Accordingly, we expect that the Crown will determine together with us in order to weigh whether it might be appropriate in a given situation to delegate its consultation obligations to a third party.

#### **g. Project-specific work plans**

The extent of a project's impact may require us to produce a work plan detailing the steps necessary in order to successfully complete the consultation process. Such a work plan may be developed in conjunction with the relevant government department and the project proponent. Should a work plan need joint development, Deshkan Ziibiing will provide the other consultation parties with a suitable draft, generally within 30 days following our initial contact. Although specific projects may require additional components, in general, plans will include as necessary the following sorts of components:

1. Realistic timeframe,
2. Budget (either cumulative or phase-specific, depending upon the nature of the project),
3. Catalog of information required from each party,
4. List of experts for any necessary review of the project – including legal review, and to undertake any additional studies necessary for Deshkan Ziibiing's informed assessment of the project,
5. List of necessary research projects,
6. Appropriate settings for gathering input from elders,
7. List of proposed meetings between parties, with details of time, place, goals and attendees,
8. Internal consultation steps necessary to incorporate voices of Deshkan Ziibiing edbendaagzijig,
9. Work plan monitoring procedures,
10. Review and evaluation of information,
11. Community decision and notification letter to Crown and proponent,
12. Drafting of any relevant memoranda or agreements.

Work plans may need to be revised as consultation proceeds, and should be done in agreement with all parties. Should government departments and project proponents object to Deshkan Ziibiing's work plan requirements, and only in the aftermath of good faith efforts to reach an



agreement, the parties may turn to a neutral mediator in order to successfully complete an adequate work plan.

#### **h. Elders, traditional knowledge, and confidentiality**

As necessary, Deshkan Ziiibiing will indicate the specific ways in which traditional knowledge should inform our assessment of a project proposal's fit within the parameters of the Deshkan Ziiibiing rights and responsibilities laid out above. To that end, staff will develop provisions for insuring that elders play an appropriate role in assessing the project.

Given that much traditional knowledge refers to matters that are sensitive to members of families, or that might only be transmittable within appropriate relational contexts between individuals, we expect that government departments and project proponents will fully respect our judicious determinations of confidentiality, in regards to the gathering of information from elders and other recognized knowledge keepers.

#### **i. Processes for Deshkan Ziiibiing internal consultation**

Deshkan Ziiibiing's practice of governance reflects a long history of community-based decision making, one preceding the development of democratic governments by centuries. Depending upon the matter for consultation, government departments and project proponents will need to embrace our approach to internal consultation, and be willing to work with the processes necessary for Deshkan Ziiibiing edbendaagzijig to determine their level of trust and support for the project.

#### **j. Conditions for providing consent**

Decisions regarding a project may be achieved in two ways. Those projects seen to have little impact on Deshkan Ziiibiing lands, air, waters, health and wellbeing may be evaluated completely through the efforts of administrative staff, select committees of council, or of council and chief.

Those projects with significant potential to impact Deshkan Ziiibiing lands, air, waters, health and wellbeing, will require the scrutiny of the community as whole. Our traditions of governance charge our leaders with gathering and articulating the voices of the community as a whole. Thus, projects raising significant concerns for Deshkan Ziiibiing edbendaagzijig will need to be accepted by the community in order for Chief and Council to speak in favour of them.

#### **k. Ongoing needs for consultation**

Deshkan Ziiibiing expects that consultation on specific matters will likely vary in terms of its duration. Consultation partners may not need to continue discussion past a particular point in the life of a project. However, we expect to be able to determine when we need to continue consultation throughout the life of a project, or even afterwards – for instance, if decommissioning or cumulative effects raise continuing or additional concerns regarding our lands, air, waters, health and wellbeing.

Government or proponent changes to a project, such as its timeline, design, or implementation,

are not unilateral matters. We expect that we will continue the consultation relationship through such reconfigurations.

As well, consultation may need to continue in conjunction with the development of any co-management procedures.

## **8. Capacity requirements:**

Project proponents may see their specific enterprises as unique and urgent efforts. For Deshkan Ziibiing, however, the reality is that our administrative offices receive many proposals, notifications, overviews, and pressing correspondence, on a daily basis. The office of Treaty, Lands and Environment is quite small, with staff workloads consistently focused on a variety of pressing tasks. Unlike other departments of Deshkan Ziibiing governance, Treaty, Lands and Environment's work is self-funded. Consequently, Deshkan Ziibiing requires a range of capacity funding in order to ensure that proposals are adequately, efficiently, and fairly considered within the consultation process.

### **a. Consultation Service Fees**

A complete breakdown of consultation service fees for the varying levels of project impact is attached (refer to Appendix D).

The extent of any ongoing processing fees will depend upon the nature of the investment of time and staff necessary for Deshkan Ziibiing to reach an informed and thorough assessment of the project's implications for our lands, waters, air, health, and wellbeing. We would expect to determine these fees, when significant, in conjunction with government administrators and project proponents. We would also expect that such determination would focus on the matter of insuring Deshkan Ziibiing's ability to fully engage in the consultation matter at hand.

### **b. Deshkan Ziibiing's participation in research**

Depending upon the nature of the project, Deshkan Ziibiing may find that its ability to make a full and informed decision about the proposed project's fit within the framework of principles outlined above requires the conduct of additional research. To the extent that proponents and government departments directly engage in research related to Deshkan Ziibiing, we expect that we will be involved in determining the purpose and scope of the research, the participants in the research, and their roles, and the extent to which the research will involve the work of Deshkan Ziibiing community members, and/or staff. Study methods may include but are not limited to:

- Agricultural Assessment
- Air Quality Assessment
- Cultural Heritage Assessment
- Archeology Assessment
- Ecology Assessment
- Groundwater/Surface Water Assessment
- Land Use Planning Forecast Assessment
- Noise/Vibration Assessment
- Social Assessment
- Traffic Assessment

- Visual/Landscape Assessment

We expect that any resulting staffing needs will be appropriately met by agreement with the Crown and the proponent.

**c. Deshkan Ziibiing-initiated research**

In addition to research organized in service of the proponent's project, it may also be necessary for Deshkan Ziibiing to initiate its own research projects in order to reach a successful determination about the project. Examples of such research needs include questions about the cumulative effects of a project; or assessments of cultural and archeological, biodiversity, endangered species habitat, or water quality impacts; or traditional land use and occupancy studies where the project is not suited to assessing in the light of existing studies; or competent and thorough assessments of the extent of community support, when a project appears to be especially contentious. We expect that the capacity to engage in such research will be supported by agreement with the Crown and the proponent.

**d. Travel and/or hosting expenses**

Depending upon the project, it may be necessary for staff, elders, or others, to travel to a project site, or to host meetings or gatherings with those who have historical knowledge and family memories significant to collect, in order to increase Deshkan Ziibiing's ability to provide a thorough assessment of a project. We expect that governments and proponents will bear these costs.

**e. Honoraria for elders**

Our long-standing practice is to acknowledge our dependence upon the wisdom and knowledge of our elders, a dependence that extends to those outside our community who also wish to draw upon their wisdom and knowledge. Such acknowledgment is appropriately made in terms of money and gifts. We expect governments and proponents to provide these costs, which can be determined in conjunction with staff.

**f. Distribution of print materials**

Depending upon the nature of the project, staff may need to circulate significant amounts of print materials to Deshkan Ziibiing edbendaagzijig. We expect governments and proponents to provide these costs, as well.

**9. Accommodation, mitigation, and compensation plans**

Projects with potential to affect our lands, waters, health, and wellbeing cannot proceed without our determining in advance with governments and proponents exactly how they intend to mitigate any impacts, accommodate the depth and extent of our concerns, and compensate any envisioned losses or harms to our lands, waters, air, health and wellbeing. In general, the protection of our inherent and treaty rights, and the respect for our obligations to preserve the lands and waters of Deshkan Ziibiing, are matters to resolve prior to any discussion of potential benefits that might be created through implementation of the project.

The following are non-exhaustive examples of provisions and separate instruments to work out, as necessary, in the process of consultation, in order for Deshkan Ziibiing edbendaagzijig to

embrace the legitimacy of a project:

1. conclusion of any resulting memoranda of understanding, terms of reference, or impact benefit agreements
2. formation of equity and partnership agreements
3. configuration of rents and royalties
4. determination of the extent and composition of intellectual property
5. securing of training, employment, and education opportunities for Deshkan Ziibiing edbendaagzijiig within the lifespan of the project
6. development of any necessary co-management structure
7. evidence of serious incorporation of Deshkan Ziibiing concerns into the drafting and subsequent ratification or authorization of all legislation and regulations affecting our lands, air, waters, health and wellbeing

Deshkan Ziibiing expects that the Crown in fulfillment of its fiduciary duty and its diligent regard to uphold the honour of Crown, will assist as, and only as, we may request it to, in undertaking all aspects of negotiation or discussion regarding any agreement that we might reach with a project proponent.

In addition, we expect that all agreements regarding matters of accommodation, mitigation, and compensation are in place before work on a project begins, or if such work actually began prior to our learning of the project from the relevant government department, before the work continues any further.

#### **10. Dispute resolution mechanisms**

In the event that governments and third parties are not content with Deshkan Ziibiing's determinations regarding the requirements necessary for our assessing a project, or regarding our conclusion that a particular project does not fit within the framework of rights, responsibilities, and principles elaborated above, we acknowledge that all parties reserve the right to engage in various means of dispute resolution.

- a. Deshkan Ziibiing expects that its expressed and timely intention to pursue dispute resolution will be sufficient for the other parties to place a hold on project development until the dispute is resolved.
- b. Given our historic commitment to resolving disagreements without "warm discussion", the first step in resolving disputes must be honest, good faith discussion in which the Deshkan Ziibiing and the Crown acknowledge that they each have equal decision-making power with the other.
- c. Should agreement between representatives of the parties be unreachable, continuing discussion should take place between such senior-level

decision-makers as Chief, Ministers, deputy ministers, and executives.

- d. Should these discussions fail to yield agreement, the parties may call in the services of a neutral mediator, whose costs will be borne by agreement with the Crown and the proponent.
- e. If the dispute between Deshkan Ziibiing and the other parties is a matter of scientific, technical, historical, archeological, or other such knowledge, the parties may rely upon an assessment from a panel of experts, chosen in equal number by the parties, and whose expenses will be provided by agreement with the Crown and the proponent.
- f. Termination of any agreements or processes prior to completion of consultation should be subject to what the Supreme Court has referred to as “the duty of good faith and honest performance” (Bhasin v. Hrynew, 2014).
- g. Deshkan Ziibiing reserves all right to pursue such adjudication as may seem to it necessary, whether within Canada’s courts, or before international bodies, such as the Inter-American Court of Human Rights.

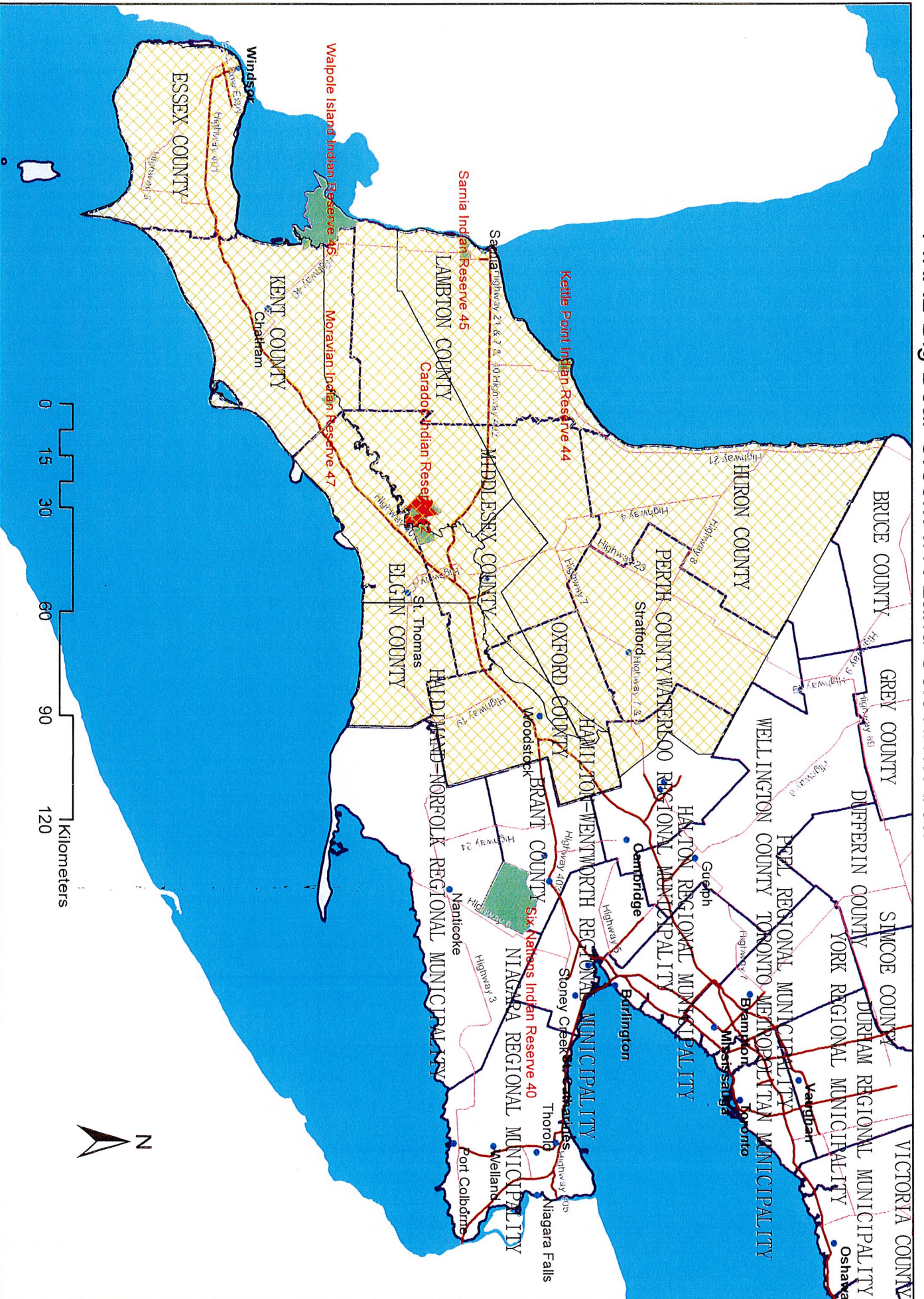
## 11. Appendices

- A. COTTFN Consultation Map
- B. Southwestern Ontario Treaty Map
- C. Consultation Flow Chart
- D. Consultation Service Fees

This protocol is subject to revision and further development, determinable by Chief and Council, and reflecting as needed the consent of Deshkan Ziibiing edbendaagzijig.

For use with permission of Deshkan Ziibiing/Chippewas of the Thames.

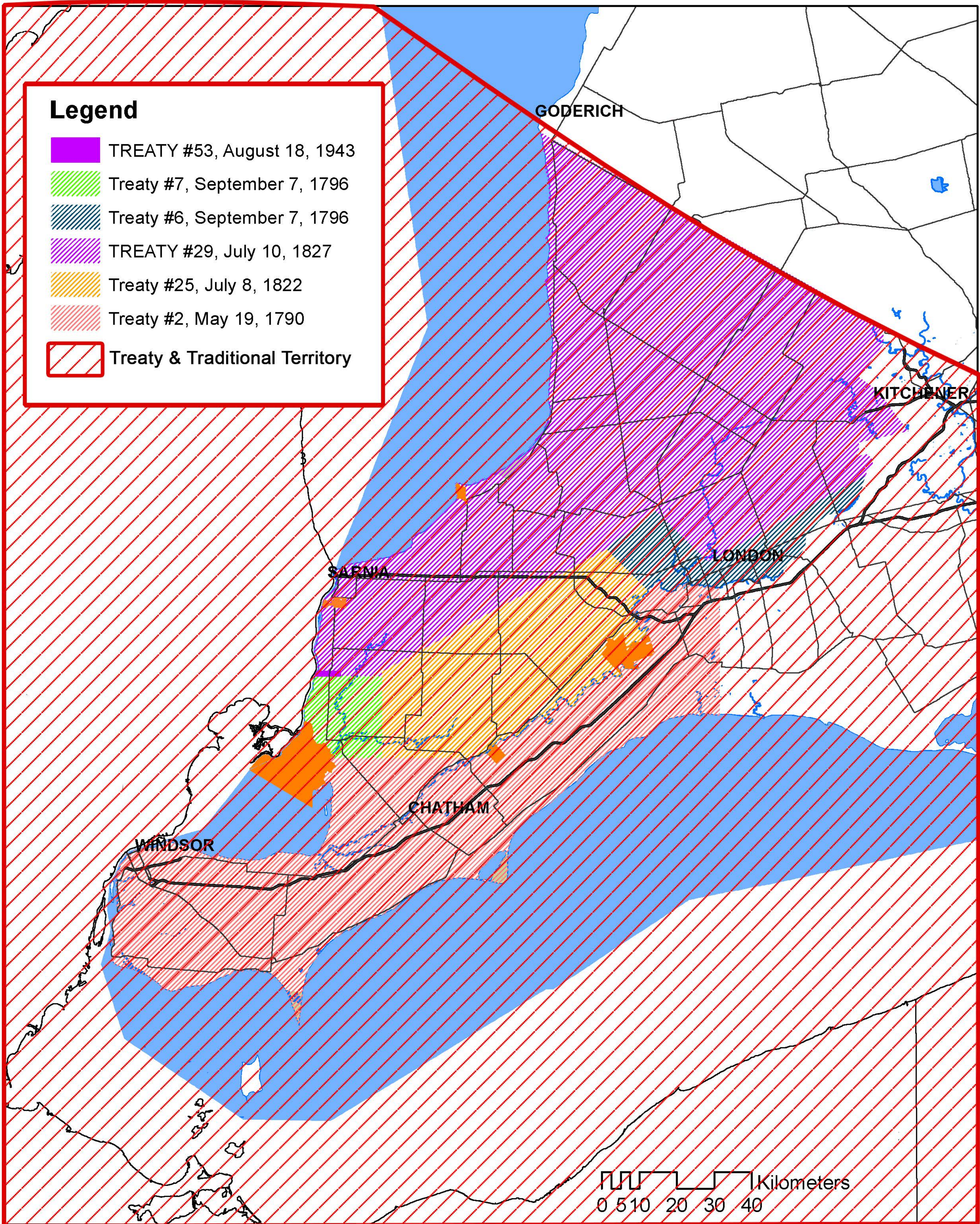
# FINAL-Big Bear Creek ATR Land Selection Area



# SOUTHERN FIRST NATION TREATY TERRITORY

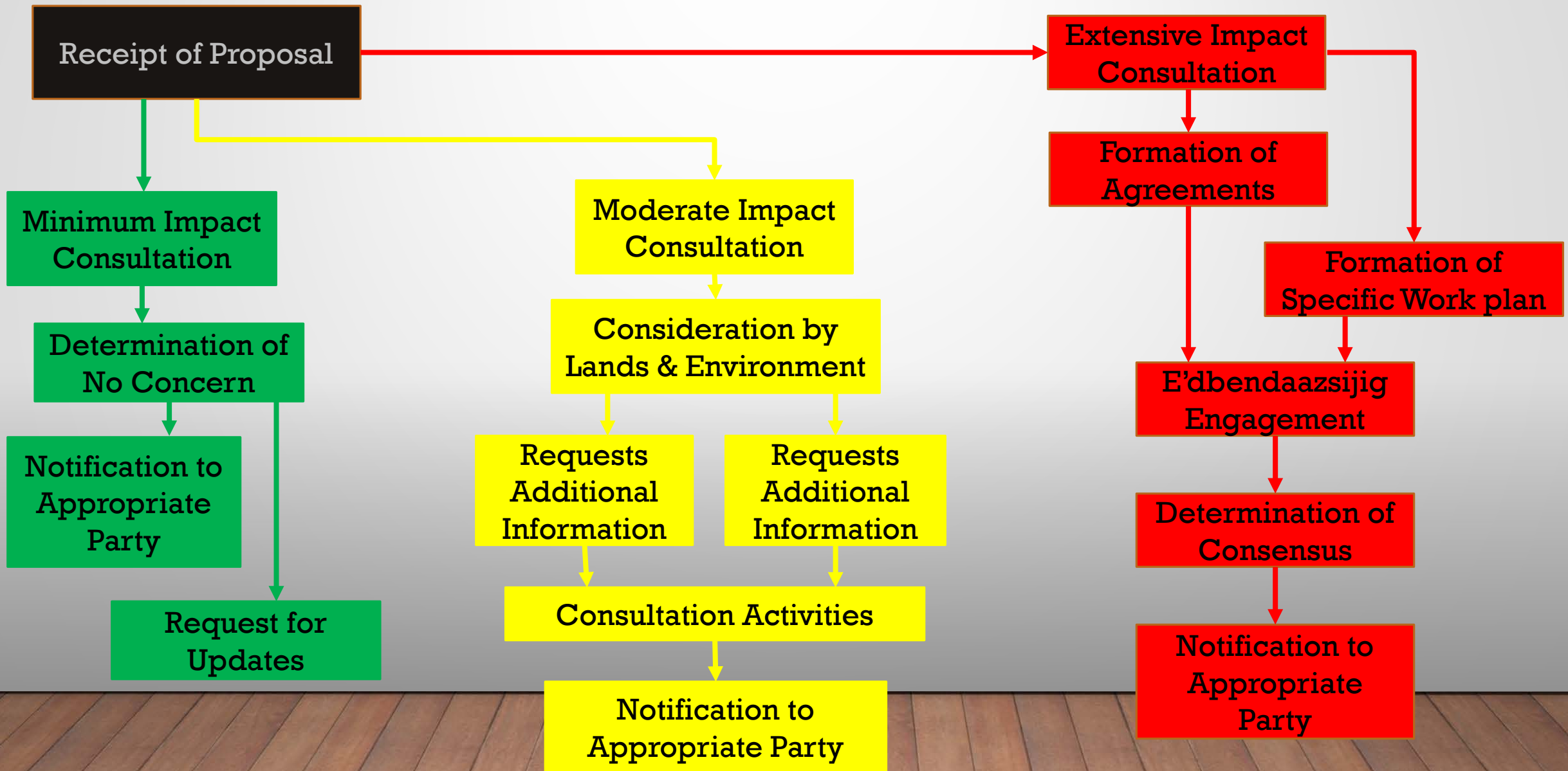
## Legend

- TREASY #53, August 18, 1943
- Treaty #7, September 7, 1796
- Treaty #6, September 7, 1796
- TREASY #29, July 10, 1827
- Treaty #25, July 8, 1822
- Treaty #2, May 19, 1790
- Treaty & Traditional Territory





# Deshkan Ziibiing Consultation Flow Chart





## TREATY, LANDS & ENVIRONMENT

### *Capacity Delivery Overview*

#### **CONSULTATION AND ACCOMMODATION**

Chippewas of the Thames First Nation (COTTFN) has developed a general framework for the First Nation in all aspects of its treaty, lands and environmental issues.<sup>1</sup>

Under this framework, the First Nation is able to provide a response to all incoming correspondence from project proponents under the *Duty to Consult* and Engagement. COTTFN uses an internal process for ranking and identifying both risks and opportunities when project information is received; and incorporates both environmental and *Haida*-spectrum analysis for the First Nation.

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## **COST RECOVERY**

As a department within the Band Administration Treaty, Lands & Environment staff is tasked with carrying out the work of the Chief and Council. While the First Nation is able to access various programs and services from other levels of government and administer projects and funding, the area of Treaty, Lands & Environment do not receive any core funding support from any other level of government.

The COTTFN First Nation Treaty, Lands & Environment team is self-funded by the First Nation because the First Nation feels that the Treaty, Lands & Environment area is an important area to ensuring prosperity development. As well, the First Nation is obligated to respond to requests for engagement under the *Duty to Consult* to protect its aboriginal and treaty rights.

Whenever the First Nation does engage a project proponent, it is understood that time and effort is involved in receiving correspondence and developing appropriate response levels. To date COTTFN, has developed three levels of response, and these are based on the impacts of the project, which are in turn based on a number of factors that the First Nation has developed to ensure appropriate risk identification and response required on behalf of the First Nation.

By identifying various response levels to project proponents, the First Nation is better able to plan for the resourcing that each project requires and to communicate to project proponents that additional supports or resourcing may be required for more complex projects and more in-depth consultation based on project complexity and risk.

### Colour Coded Ranking of Projects

<b>Definition</b>	<b>Colour</b>
Level 1: Minimal Impact	No Costs
Level 2: Moderate Impact	Costs Associated-Standard
Level 3: Extensive Impact	Costs Associated-Standard

## LEVEL 1-ENGAGEMENT

ENGAGEMENT, CONSULTATION AND ACCOMMODATION					
Level 1					
Project Notice					
Minimal Impact					
Director	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Review, high level response and issuing correspondence; and providing direction to staff on the First Nation response based on broad First Nation concerns.	\$			NA
Senior Environment Officer	Activity	Daily	Hourly	Units Estimated	
	Environmental review for impacts to traditional territory and based on First Nation concerns, such as, but not limited to: noise, air, waste, contaminants, discharges, greenhouse gases, permitting required, cumulative effects. Development of Recommendations and support to the COTTFN Environment Committee.		\$	4	\$
Consultation Coordinator	Activity	Daily	Hourly	Units Estimated	
	Receipt of Information, Risk Identification, Internal Notification of Projects, Entry into Database, Issuing Correspondence, Maintenance of filing system, Library Services. Report production for the COTTFN Environment Committee and administrative support.		\$ 50.00	4	\$ 200.00
Treaty Research	Activity	Daily	Hourly	Units Estimated	
	Identification of project in relation to traditional territory, treaty areas, unceded areas, historical occupation	\$ 450.00			NA
COTTFN Environmental Committee	Activity	Daily	Hourly	Units Estimated	
	Reviews projects that have been submitted by the Treaty, Lands and Environment Department and approves recommendations by staff; and/or provides further direction on the project.	\$ 250.00		1	\$ 250.00
				<b>SUB-TOTAL</b>	<b>\$ 790.00</b>
ADMINISTRATION CHARGE 15%	Central Mail, Financial Services: payroll, reimbursement procedures, accounts payable and receivable, production of financial statements, year-end audit. Photocopying, phone and internet service.			15%	\$ 118.50
				<b>GRAND TOTAL:</b>	<b>\$ 908.50</b>

*\*\*These prices are effective July 2016 – July 2017*

## LEVEL 2-CONSULTATION

ENGAGEMENT, CONSULTATION AND ACCOMMODATION					
Level 2					
Project Notice					
Moderate Impact					
Director	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Review, high level response and issuing correspondence; and providing direction to staff on the First Nation response based on broad first Nation concerns.	\$ 550.00		1	\$ 550.00
Senior Environment Officer	Activity	Daily	Hourly	Units Estimated	
	Environmental review for impacts to traditional territory and based on First Nation concerns, such as, but not limited to: noise, air, waste, contaminants, discharges, greenhouse gases, permitting required, cumulative effects. Development of Recommendations and support to the COTTFN Environment Committee.		\$ 85.00	6	\$ 510.00
Consultation Coordinator	Activity	Daily	Hourly	Units Estimated	
	Receipt of Information, Risk Identification, Internal Notification of Projects, Entry into Database, Issuing Correspondence, Maintenance of filing system, Library Services. Report production for the COTTFN Environment Committee and administrative support. *		\$ 50.00	5	\$ 250.00
Events & Promotions Coordinator	Activity	Daily	Hourly	Units Estimated	
	Development of internal community consultation communication website and social media update, and event planning		\$ 65.00	5	\$ 325.00
Treaty Research	Activity	Daily	Hourly	Units Estimated	
	Identification of project in relation to traditional territory, treaty areas, unceded areas, historical occupation.	\$ 450.00		1	\$ 450.00
COTTFN Environmental Committee	Activity	Daily	Hourly	Units Estimated	
	Reviews projects that have been submitted by the Treaty, Lands and Environment Department and approves recommendations by staff, and/or provides further direction on the project.	\$ 250.00		2	\$ 500.00
COTTFN Band Council	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Reviews projects, deliberates, and provides overall direction to Treaty, Lands & Environment	\$ 350.00		2	\$ 700.00
COTTFN Development Corporation	Activity	Daily	Hourly	Units Estimated	
	The Development Corporation will be responsible for conducting the due diligence required to assess project feasibility, risk and benefit to the community. The information gathered will be presented to the Corporation's Board of Directors to determine the level of contribution and any future involvement based on economical viability and community consensus.	\$ 300.00		1	\$ 300.00
				<b>SUB-TOTAL</b>	<b>\$ 3,415.00</b>
ADMINISTRATION CHARGE 15%	Central Mail, Financial Services: payroll, reimbursement procedures, accounts payable and receivable, production of financial statements, year-end audit. Photocopying, phone and internet service.			15%	\$ 512.00
TRAVEL	For proponents meetings, workshops, open houses, public meetings.			0.525 / km	TBD
				<b>GRAND TOTAL:</b>	<b>\$ 3,927.25</b>

\*\*These prices are effective July 2016 – July 2017.

\*This does not include cost to rent Community Centres, Legal Fees, or Elder Honoraria.

\*These prices do not include any studying work, i.e. Archaeology, Natural Heritage, etc.

## LEVEL 3- HIGH RIGHTS/HIGH IMPACTS

ENGAGEMENT, CONSULTATION AND ACCOMMODATION					
Level 3					
Negotiations and/or Hearings					
Extensive Impact					
Director	Activity	Daily	Hourly	Units Estimated	Projected Cost
	High level response and issuing correspondence; and providing direction to staff on the First Nation response based on broad first Nation concerns.	\$ 550.00		2	\$1,100.00
Senior Environment Officer	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Environmental review for impacts to traditional territory and based on First Nation concerns, such as, but not limited to: noise, air, waste, contaminants, discharges, greenhouse gases, permitting required, cumulative effects. Development of Recommendations and support to the COTTFN Environment Committee.		\$ 85.00	6	\$ 510.00
Consultation Coordinator	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Receipt of Information, Risk Identification, Internal Notification of Projects, Entry into Database, Issuing Correspondence, Maintenance of filing system, Library Services. Report production for the COTTFN Environment Committee and administrative support.*		\$ 50.00	8	\$ 400.00
Events & Promotions Coordinator	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Development of internal community consultation communication website and social media update, and event planning		\$ 65.00	5	\$ 325.00
Treaty Research	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Identification of project in relation to traditional territory, treaty areas, unceded areas, historical occupation	\$ 450.00		1	\$ 450.00
COTTFN Environmental Committee	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Reviews projects that have been submitted by the Treaty, Lands and Environment Department and approves recommendations by staff; and/or provides further direction on the project.	\$ 250.00		3	\$ 750.00
COTTFN Band Council	Activity	Daily	Hourly	Units Estimated	Projected Cost
	Reviews projects, deliberates, and provides overall direction to Treaty, Lands & Environment	\$ 350.00		2	\$ 700.00
COTTFN Development Corporation	Activity	Daily	Hourly	Units Estimated	Projected Cost
	The Development Corporation will be responsible for conducting the due diligence required to assess project feasibility, risk and benefit to the community. The information gathered will be presented to the Corporation's Board of Directors to determine the level of contribution and any future involvement based on economical viability and community consensus.	\$ 300.00		2	\$ 600.00
				<b>SUB-TOTAL</b>	<b>\$ 5,185.00</b>
ADMINISTRATION CHARGE	Central Mail, Financial Services: payroll, reimbursement procedures, accounts payable and receivable, production of financial statements, year-end audit. Photocopying, phone and internet service.			15%	\$ 1,037.00
TRAVEL	For proponents meetings, workshops, open houses, public meetings.			0.525 / km	TBD
				<b>GRAND TOTAL:</b>	<b>\$ 6,222.00</b>

\*\*These prices are effective July 2016 – 2017.

\*This does not include cost to rent Community Centres, Legal Fees or Elder Honoraria.

\*These prices do not include any studying work, i.e. Archaeology, Natural Heritage, etc.

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## Revision History

*\*\*These prices are effective July 2016 – July 2017.*

*\*This does not include cost to rent Community Centres, Legal Fees or Elder Honoraria.*

Revision Number	Date	Description of Changes	Requested By
N/A	3-Dec-13	Design of form	M. Alikakos
1	13-Jan-14	Edition of linked worksheets and COTTFN Band Council rates	M. Alikakos
2	02-Apr-16	Formatted, changed processing fee dates	M. Alikakos
3	14-Jul-16	Name change, removal of flow chart, removal of levels of concern.	F. Burch