

# ALDERVILLE FIRST NATION CONSULTATION PROTOCOL



APRIL 2015

# Alderville First Nation Consultation Protocol

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## Preamble

Alderville First Nation (AFN), as a part of the Anishinabeg, have a long history in this region of Ontario, dating back centuries through the Anishinabeg migrations to the Great Lakes to the subsequent occupation of Southern Ontario at the beginning of the 18th century. Since *The Great Peace of Montreal* in 1701 to the present, AFN and its ancestors have been a party to events in Southern Ontario that have helped make the province what it is. With the ratification of the 1763 Royal Proclamation at Niagara in 1764, to the early treaties of the 1780s along the Lake Ontario frontier, and the Williams Treaties of 1923, AFN has evolved along with this history and today proudly resides on the territory it has known consistently as home for over 7 generations.

AFN members are the caretakers of our Traditional Territory as described herein, and possess Aboriginal and Treaty rights over lands and resources within our Traditional Territory.

Whereas AFN has asserted these rights against the Crown in a claim, which has not yet been settled or otherwise determined;

Whereas section 35 of the Constitution Act, 1982 recognizes and affirms the existing Aboriginal and Treaty rights of the Aboriginal Peoples of Canada, and Canada is a signatory and adherent to the United Nations' Declaration on the Rights of Indigenous Peoples;

Whereas the Supreme Court of Canada has established that Aboriginal Peoples asserting Aboriginal and Treaty rights must be consulted prior to the occurrence of any decisions, conduct or activities that may have an impact on the rights and interests of Aboriginal Peoples;

Whereas AFN is willing to engage in consultations, expects to be consulted, and if appropriate, to be accommodated with respect to any and all decisions, conduct and activities that have the potential to have an adverse effect on our Aboriginal and Treaty rights respecting lands and resources within the AFN Traditional Territory;

Whereas the Crown and private sector parties seeking to carry on activities within AFN Traditional Territory may only do so in accordance with this Protocol and with the free, prior and informed consent of AFN;

Whereas the Crown and/or private sector parties are expected to respect AFN's obligation to honour and abide by our traditions and practices, and to respect the AFN community, the AFN Traditional Territory and future generations;

The following constitutes the Protocol for AFN expected to be followed in letter and spirit for all negotiation, consultation and accommodation of AFN for any proposed



activity that may affect AFN's rights, title and interests in our Reserve lands and Traditional Territory.

## 1. Purpose and Application

This Protocol sets out AFN's rules, under its laws and its understanding of respectful application of Canadian law, for the process and principles for consultation and accommodation between AFN, the Crown and Proponents, about any Activity that is proposed to occur in AFN's Traditional Territory and/or Treaty Territory or that might cause an Impact to the Environment or Health therein or AFN Rights. AFN expects the Crown and Proponents to respect and abide by this Protocol in all such interactions with AFN.

## 2. Definitions

- a. **Accommodation** includes measures to be effected in an effort to minimize the impact on AFN and/or to allow AFN to participate in decision making with respect to any Impact within the AFN Traditional Territory; balancing the needs and values of the AFN community.
- b. **Activity** means any Crown Activity or Proponent Activity.
- c. **Canada** means the federal government or the federal Crown, Her Majesty the Queen in Right of Canada.
- d. **Consultation** is a process engaged in between AFN, a Proponent and/or the Crown, in good faith, designed to determine the Impact of proposed Activities on AFN's Traditional Territory, and any corresponding Accommodation arrangements if applicable. Depending on the circumstances, Consultation does not begin until there is an actual written or in limited cases verbal agreement that discussions between the parties constitute consultation pursuant to the meaning of that term as defined by the Supreme Court of Canada.
- e. **Crown** means either or both Canada and Ontario, and any component part of each.
- f. **Crown Activity** means:
  - i. New legislation, regulations, policies, programs and plans that provide authority to or are implemented or to be implemented by the Crown;
  - ii. Changes to legislation, regulations, policies, programs and plans that provide authority to or are implemented or to be implemented by the Crown;



- iii. Issuance, varying, approval, suspension or cancellation of permits, licenses, authorizations, renewals or anything similar, by the Crown;
  - iv. Any unfunded mandate or obligation sought to be imposed by the Crown upon AFN without provision of corresponding adequate resources, financial or otherwise;
  - v. Any failure to act by the Crown where the Crown is obligated to take action to protect or give effect to AFN's Aboriginal or Treaty rights; and,
  - vi. Anything else authorized or undertaken by the Crown.
- g. **Crown Designate** means any person or body appointed by the Crown to be the lead contact on behalf of the Crown for consultation and accommodation with AFN in respect of any Activity.
- h. **Day** means a business day and excludes weekends and statutory holidays.
- i. **Environment** means the components of the Earth, and includes:
- i. land, surface and subsurface water, and air, including all layers of the atmosphere;
  - ii. all organic and inorganic organisms including flora and fauna and humans;
  - iii. the physical, social, economic, cultural, spiritual and aesthetic conditions and factors that affect the physical or socio-psychological health of AFN or any of its members;
  - iv. physical and cultural heritage, including but not limited to any structure, site or thing that is of historical, archaeological, paleontological or architectural significance; and
  - v. any part or combination of those things referred to in paragraph (i) to (iv), and the interrelationships between two or more of them.
- j. **Health** means the physical, spiritual or socio-psychological health of AFN or any of its members.
- k. **Impact** means any adverse effect that any Activity may have on the Environment within or around AFN's Traditional Territory and/or Treaty Territory or any adverse effect on the Health of any AFN member or on the Aboriginal or Treaty rights of AFN or any of its members, including any cumulative impacts arising from combination of Activity or long-term, ongoing, intermittent or repetitive Activity.



- l. **Information** means, to the extent permitted to be disclosed in accordance with applicable law:
- i. Location (including if possible a map of the site of and area of impact of the Activity if applicable), timing, and thorough description of the Activity;
  - ii. a written description of the proposed Activity, if applicable;
  - iii. known or potential Impacts as a result of the Activity;
  - iv. the name and contact information for the Crown Designate;
  - v. the name and contact information of the Proponent, if applicable;
  - vi. all information and documents provided by the Proponent to the Crown in respect of the Proponent Activity, if applicable; and
  - vii. any other information that the Crown and/or Proponent should consider relevant at the sole discretion of AFN.
- m. **Land** means and includes surface, subsurface, minerals, aggregates and all natural resources without limitation.
- n. **Notification** means the initial written notice sent to the AFN Contact by the Crown and/or Proponent, which shall contain meaningful Information in the possession of the Crown and/or Proponent as described below.
- o. **Ontario** means the provincial government or Crown or Queen in Right of Ontario ("Ontario").
- p. **Proponent** means the party (which could include the Crown, a corporation, partnership, sole proprietorship, association, organization, person or the like) that proposes to undertake or is undertaking the Proponent Activity, but excludes any business in which AFN has a majority interest or a business in which AFN has majority control or a majority financial interest.
- q. **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, and does not include any activity of AFN or a member of AFN or a business in which members of AFN have majority control or a majority financial interest which activity AFN has authorized.
- r. **Protocol** means the Alderville First Nation Consultation Protocol.
- s. **Reserve** means Alderville Indian Reserve, Reserve No. 37 and 37A.



- t. **Traditional / Treaty Territory** means the territory shown in Appendices “A”, “B”, and “C”.
- u. **Alderville First Nation (“AFN”)** means the Aboriginal Peoples within the meaning of section 35 of the Constitution Act, 1982, which is a First Nation, and a Band pursuant to the Indian Act.
- v. **AFN Contact** means the person appointed by AFN to whom Notification is sent and who is mandated to ensure that, where applicable, AFN Representative(s) is/are appointed in respect of the particular Activity referred to in the Notification.
- w. **AFN Representative(s)** means the person(s) appointed and authorized by AFN to participate on behalf of AFN in the consultation process in regard to a proposed Activity.
- x. **AFN Rights** means any of AFN or its members' Aboriginal or Treaty rights or the ability to exercise such rights.
- y. **AFN Sustainability** means the ability of AFN to survive and thrive including through a healthy Environment, through good Health of AFN and its members, and through respect for and honouring of AFN Rights and traditions.
- z. **Williams Treaties Signatories** means Chippewas of Rama First Nation, Christian Island First Nation, and Georgina Island First Nation and the Mississaugas of AFN, Curve Lake First Nation, Hiawatha First Nation and Scugog First Nation.

### 3. Legal Status

- a. No AFN Right may be abrogated nor derogated from through operation of this Protocol other than by proper legal authority of AFN.
- b. Nothing in this Protocol may be construed to limit any Consultation or Accommodation obligations owed to AFN by the Crown or any Proponent.
- c. Notwithstanding anything in this Protocol, AFN retains the right to challenge, by way of judicial review or any other legal or other process, any Activity.
- d. AFN reserves the right to change, expand or alter any individual step or process in the course of any particular Consultation engaged in with the Crown and/or a Proponent(s).



#### 4. Context and General Principles to Guide Consultation and Accommodation

- a. AFN has been home to the Mississauga Anishinabeg of the Ojibway Nation since the mid 1830's. Before that time our people lived in their traditional lands around the Bay of Quinte and elsewhere within our Traditional Territory.
- b. In addition to Aboriginal title, AFN rights in its Reserve and Traditional Territory and/ or Treaty Territory include rights to hunt, fish and trap, to harvest 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 protect the Environment that supports its survival, to govern itself, sustain itself and prosper including deriving revenues from its lands and resources, and to participate in all governance and operational decisions about how the land and resources will be managed, used and protected.
- c. AFN laws require AFN to preserve and even enhance a mutually respectful relationship with the Environment, to co-exist with Mother Earth and protect this relationship. AFN under its laws has the responsibility to care for its Traditional Territory and/ or Treaty Territory for future generations, to preserve and protect wildlife, lands, waters, air and resources. AFN relies on the health of the Environment in its Traditional Territory and/ or Treaty Territory for its survival. The health of the lands and waters is essential to the continued existence of AFN as a people and it and its members' Health, its culture, laws, livelihood, and economy.
- d. AFN is recognized as a respected and principled steward of the Environment. AFN's input and perspective in any consultation and accommodation process will likely include the use of traditional ecological and cultural knowledge alongside knowledge from western scientific and technical sources.
- e. All decisions about any Activity that might cause an Impact shall be weighed carefully in regard to AFN Sustainability and recoverability of the Environment. AFN has suffered significant adverse effects from development, use and pollution of its Traditional Territory and/or Treaty Territory and from taking and using of parts of its Traditional Territory and/or Treaty Territory including Lands over which it asserts Aboriginal title.

- f. AFN may decide that consideration of cumulative Impacts must be included in any consultation process. Cumulative Impacts include not only those of the Activity combined with other existing projects or Activities or residual impacts from past activities, but with other planned Activities.
- g. It may be necessary for the Crown and/or Proponent to fund cumulative impacts analyses, AFN land use and occupancy studies, participation in environmental and Traditional Knowledge assessment processes and other relevant studies to enable informed decision-making about any Activity.
- h. AFN expects to play a meaningful role in any Environmental Assessment ("EA") or related process, including, if AFN requests, to have a role in establishing the scope and terms of reference for such EAs and to appoint a member to any EA panel review, and to review and comment on environmental impacts statements, and any screening, study or like reports, but EAs and any role that AFN might take in regard to these do not of themselves satisfy the Crown's or any relevant Proponent's duty to consult with and accommodate AFN.
- i. AFN recognizes the need to identify and develop new and appropriate ways through which aboriginal and non-aboriginal parties may create sustainable development opportunities from the resources found within AFN's Traditional Territory and/ or Treaty Territory. AFN's understanding of what is "sustainable" is formed by AFN's traditional knowledge and laws. AFN's laws require AFN to assess an Activity by anticipating its potential effects at least seven generations into the future.
- j. Consultation processes and Accommodation agreements must be designed and implemented with flexibility to reflect the nature and importance of the AFN Right or Health or elements or conditions of the Environment that could be affected by the Activity, and the seriousness of the possible Impact. AFN and only AFN will decide in certain circumstances that it does not require consultation and/or accommodation in respect of an Activity, and it may determine the level of Consultation and Accommodation it considers necessary.
- k. It takes time to make sound decisions that consider all relevant matters, and to build and maintain good relations, and sufficient time must be provided for Consultation with and Accommodation of AFN by the Crown and Proponents.
- l. All parties to the Consultation process are expected to treat each other with respect and act in good faith, in an honest, transparent and open manner.



- m. AFN 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, AFN's input must 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 will be a significant benefit to the planning exercise, and greatly reduce the potential for conflict at later stages.
- n. The Crown and if applicable Proponents must always consult with AFN with the intent, and where required by AFN by taking all feasible steps, to accommodate AFN by substantially addressing all of AFN's legitimate concerns about the Activity.
- o. The Crown may delegate aspects of Consultation and Accommodation to the Proponent so long as the Crown maintains an oversight role over the entire process, unless AFN requests otherwise.
- p. Accommodation may generally include, but not limited to:
  - i. Prevention and remediation of Impacts (and where AFN requires as below, by not proceeding with the Activity);
  - ii. mitigation of Impacts;
  - iii. provision for capacity building and other benefits from the Activity;
  - iv. provision of compensation for Impacts and related benefits from the Activity;
  - v. measures to increase AFN's comfort with or trust in the Activity, including community monitoring, community liaison or oversight committees, a role on Proponent's board or other decision-making roles, etc.
- q. The Crown is expected to fund, and/or ensure funding is provided by any relevant Proponent for all the reasonable costs of AFN to participate in a meaningful and informed way in any Consultation process. These costs may be estimated in a workplan and budget provided by AFN.
- r. AFN generally expects Proponents to address Accommodation by entering into an agreement or where necessary multiple agreements with respect to Activities that may result in any Impacts. The Crown is expected to work with AFN when requested to ensure that Proponents meet these expectations.

- s. AFN reserves the right to stop any contemplated Crown or Proponent Activity that would likely have a significant non-compensable Impact.
- t. The Crown must not dispose of or grant to any third party any interest in land that is part of AFN's Traditional or Treaty Territories without AFN's prior free and informed consent.

## 5. Trigger for Consultations

- a. The duty to consult with AFN is triggered when the Crown contemplates or becomes aware of any Activity.
- b. In addition, AFN expects where possible to engage in Consultation and negotiations for accommodation at the strategic-planning level, including in respect of the following but not limited to:
  - i co-management of resources (eg: fisheries, wildlife protection plans, and the like)
  - ii protection and management of watersheds and ecosystems
  - iii land use planning for broader areas in the Traditional Territory
- c. Unless AFN decides otherwise, if any Activity has begun or is underway before Consultation with AFN has commenced or completed, where the duty to consult is triggered, the Crown and where applicable the Proponent must undertake Consultation with AFN forthwith. AFN expects the Crown to suspend such Activity immediately until such time that, in the process of Consultation, AFN is satisfied in its sole discretion that the Activity may recommence.

## 6. Giving Notice

- a. The proponent shall communicate its request to consult by issuing a written Notice of Request to Consult by email and letter to the AFN Lands & Resources Department, in a timely manner and in clear, concise and understandable language.
- b. The Notice of Request to Consult shall be provided at an early stage of planning, and as early as possible, prior to undertaking any Activity which affects the rights or interests of AFN in its Traditional Territory.



- c. The Notice of Request to Consult will contain relevant information and material facts in sufficient form and detail to assist AFN to understand the matter in order to prepare a meaningful response. The Notice should contain, at a minimum but not limited to, the following:
- i. The nature and scope of the proposed Activity;
  - ii. The timing of the proposed Activity;
  - iii. The location of the proposed Activity;
  - iv. How the proposed Activity may affect AFN and its Traditional Territory;
  - v. Who will be undertaking the Activity;
  - vi. A description of the proposed consultation process, including intended activities, timelines, expectations and limitations, if any;
  - vii. What documents, including applications, studies, assessments, policies are available to be reviewed which are pertinent to the proposed Activity;
  - viii. What collateral or related processes or approvals are currently underway that affect that Activity, including all processes or applications to government or regulatory bodies, authorities or tribunals;
  - ix. Documentation of any deadlines or filing dates relating to the Activity or the process; and
  - x. Any pertinent names, addresses, and telephone numbers for contacting the relevant decision makers and those assisting with the Activity.
- d. The geographic area of interest and proposed activities shall be mapped and submitted with the Notice of Request to Consult.
- e. As soon as practical, AFN will confirm receipt of the Notice of Request to Consult and will provide contact information for the appropriate AFN representative to whom the Proponent shall henceforth direct all communications.

- f. If a Proponent fails to provide a Notice of Request to Consult to AFN, and this failure is discovered, AFN reserves the right to provide the Crown and/or the Proponent with written notification of the failure and set a time within which the proponent shall comply with this Protocol. No action or inaction on the part of AFN in regard to a Proponent's failure to deliver a Notice of Request to Consult shall be deemed to be a waiver of AFN's right to be consulted. The requirement to provide notice is and remains the obligation of the Crown and/or Proponents.
  - g. AFN will conduct an internal review of all Activity. This may include but is not restricted to external expertise, AFN Chief and Council, meetings with the community, meetings with the other Williams Treaties First Nations and elders, or the use of community focus groups. There may also be site visits as well as visits to the community by the Proponent.
37. AFN reserves the right to assess and levy an application fee on any Proponent who delivers a Notice of Request to Consult, depending upon and proportionate to the nature of the request or the Activity in question.

## 7. Consultation Process

- a. Based on the information contained in the Notice of Request to Consult, any subsequent communication, exchange of information and/or any other relevant considerations, AFN shall make a determination as to whether to:
  - i. Decline the request to consult, with or without terms or conditions;
  - ii. Defer the request to consult, with or without terms or conditions;
  - iii. Require a meeting with the intention of entering into a mutual agreement to establish a consultation process, which initial meeting shall not constitute consultation in and of itself unless mutually agreed among the parties.
  - iv. Levy an application fee to be paid by the Proponent that is proportionate to the nature and scope of the request to consult and the proposed Activity.
- b. At any initial meeting, the proponent shall, among other things:
  - i. Share their Aboriginal Relationship Policy;
  - ii. Share all project information;
  - iii. Share all known potential impacts;
  - iv. Explain how AFN may benefit from the Activity and how AFN, its members and its Traditional Territory may experience positive change; and



- v. Propose a timetable, potential workplan for engaging in the consultation process and potential budget if possible at the time.
- c. AFN shall communicate its determination in writing to the Proponent. At all times AFN shall endeavour to provide a timely response to any Notice of Request to Consult, as appropriate in the circumstances. However, at no time shall a failure by AFN to respond or to respond within a timeline requested by the Proponent be deemed as declining the request. It is the minimal expectation that the Proponent will follow up on any request after a reasonable period and, if necessary, AFN may request further time to review the relevant notices.
- d. The fact of proper and adequate consultation shall be determined by AFN, in its sole discretion. Where an initial meeting has been requested, no communication nor information exchange shall be deemed to be considered consultation until such time as AFN has accepted and acknowledged consultation or a formal consultation agreement has been reached and is adhered to by the parties. No other action or inaction by AFN shall be deemed to be a waiver of its right to be consulted where appropriate and necessary in accordance with treaty rights, Aboriginal rights, statute, the Constitution Act, 1982 or at common law.
- e. General principles applicable to the Consultation process:
  - i. The Crown and Proponent must disclose all relevant Information to AFN Representatives as it becomes available, throughout the Consultation process.
  - ii. AFN may determine whether it wishes to hold any aspect of Consultation process with the Crown, the Proponent or both, and expects such parties to respect such decisions if they are reasonable.
  - iii. Any party to Consultation processes may involve such experts, lawyers or support persons as are reasonably required.
  - iv. Generally, notes of and correspondence related to all Consultation processes are the responsibility of each respective party.
  - v. Parties to Consultation processes may enter into confidentiality agreements and may agree that all discussions and correspondence pertaining to such processes are confidential to the extent allowed by law.

- vi If AFN requires Accommodation through negotiations with the Proponent, the Crown is expected to, when requested by AFN, assist AFN to ensure that the Proponent engages in such negotiations on reasonable terms and in good faith. AFN expects that the Crown shall not approve the relevant Activity unless and until an agreement with respect to Accommodation is reached between AFN and the Proponent.
- vii. This Protocol and any Accommodation agreements reached in accordance with its terms are without prejudice to the asserted rights, including Aboriginal and Treaty rights asserted by AFN in any court proceeding or otherwise. No other action or inaction by AFN hereunder shall be deemed to be a waiver of AFN's right to be consulted where appropriate and necessary in accordance with its Treaty rights, Aboriginal rights, statute the Constitution Act, 1982 or at common law.

## 8. Costs

- a. The full cost of entering into meaningful consultation with AFN shall be borne by the Crown and/or the Proponent, including but not limited to the provision of technical and financial resources to AFN. AFN expects that it will not have to bear any costs of the consultation process.
- b. In order to defray its costs of reviewing a Notification and/or working with the Crown and/or a Proponent(s) to development a consultation process agreement, AFN reserves the right to levy an application fee depending upon and proportionate to the nature of the request or the Activity in question.
- c. All parties must work to foster and enhance efficiency and reduce costs where agreed upon, without detracting from the process and the ability of the parties to obtain independent professional and technical advice and impact assessments.

## 9. Confidentiality

- a. AFN records, data and traditional knowledge gathered or recorded is the sole property of AFN. Any Proponent requiring review of such information shall be required to enter into a confidentiality agreement prior to reviewing any documentation.
- b. All information collected by AFN may, at its sole discretion, be shared with the Proponent, subject to entering into a confidentiality agreement and to lawyer-client privilege if applicable.



## 10. Accommodation

- a. Any Consultation under this Protocol shall be undertaken in good faith. It is expected that the Proponent will be open to changing the original Activity based on the concerns or views expressed during the Consultation phase. Any decisions as to whether Accommodation is necessary shall be decided collaboratively by the Proponent, the Crown and AFN, in the spirit of reconciliation.
- b. If, based on the Consultation, a decision is made to allow the Activity to proceed, the Accommodation of AFN's interests shall be achieved through the negotiation of a mutually beneficial agreement or series of agreements as between the affected parties, which agreement or agreements shall contain provision for future impact monitoring and which shall be binding on any related entities, successors or assigns of the Proponent.
- c. The Proponent shall bear all costs of the negotiation and agreement process.
- d. Any Accommodation agreement shall, at a minimum, ensure that:
  - i. AFN receives timely updates and follow-ups;
  - ii. The Crown or Proponent provides regular progress reports and notice of any proposed changes to the Activity;
  - iii. Provision is made to adjust for or re-open negotiations for any cumulative or indirect Impact that may arise in the course of carrying out or completion of the Activity;
  - iv. AFN is provided with any updates to the Proponent's Aboriginal Relationship Policy.

## 11. Dispute Resolution

- a. Any dispute as between the parties in the negotiation of a Consultation agreement shall be referred to alternative dispute resolution as follows:
  - i. The matter shall be put forth to a designated representative of AFN and a senior representative of the Proponent for a negotiated resolution.

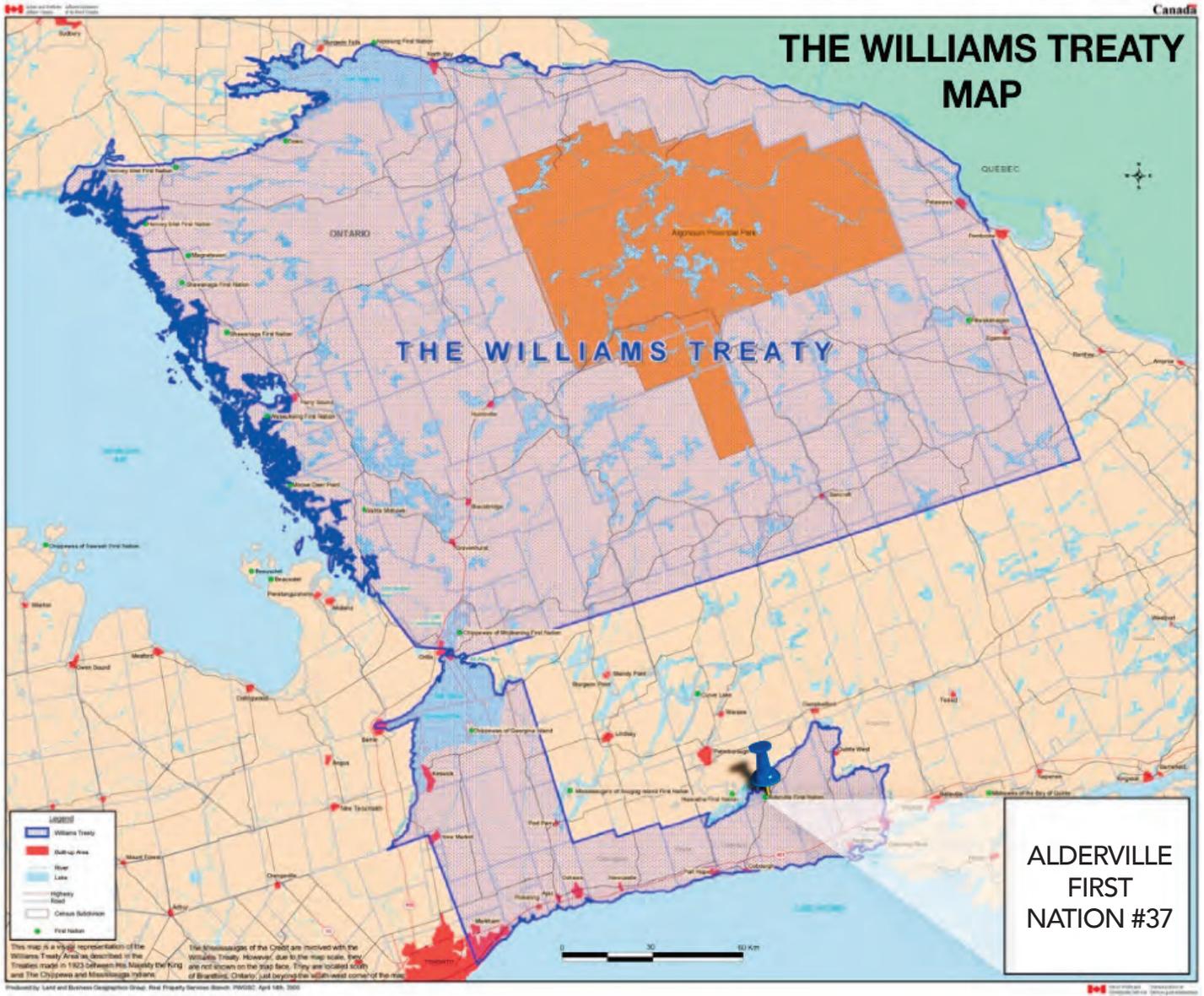
- ii. If the AFN representative and senior representative of the Proponent are unable to reach a negotiated resolution within an agreed upon or otherwise reasonable time, the matter shall be referred to mediation. The mediator shall be an individual mutually agreed upon by the parties. The mediator shall attempt to reach a mediated resolution within 60 days of the date of conduct of the mediation or such other time period as may be agreed among the parties.
- iii. If the parties are unable to agree to a mediator or if they are unable to reach a resolution as a result of mediation, then, the matter shall be referred to arbitration. The arbitration body shall be composed of one person, if the parties are able to agree to one person; if not, then, each party shall name one arbitrator and the two shall name a third impartial arbitrator. The arbitrator(s) shall make a decision on the dispute within 90 days of the date of conduct of the mediation or such other time period as may be agreed among the parties.
- iv. In the event of an issue arising that requires either mediation or arbitration, it is expected that the Crown will be a party to and shall actively participate in the process. Where the Crown, either federally, provincially or both as appropriate, fails or refuses to participate, it will be up to AFN or the Proponent jointly or severally to determine whether to proceed with alternative dispute resolution or to refer the matter to the appropriate court for an order requiring Crown participation.
- v. The Proponent shall bear all costs of dispute resolution.



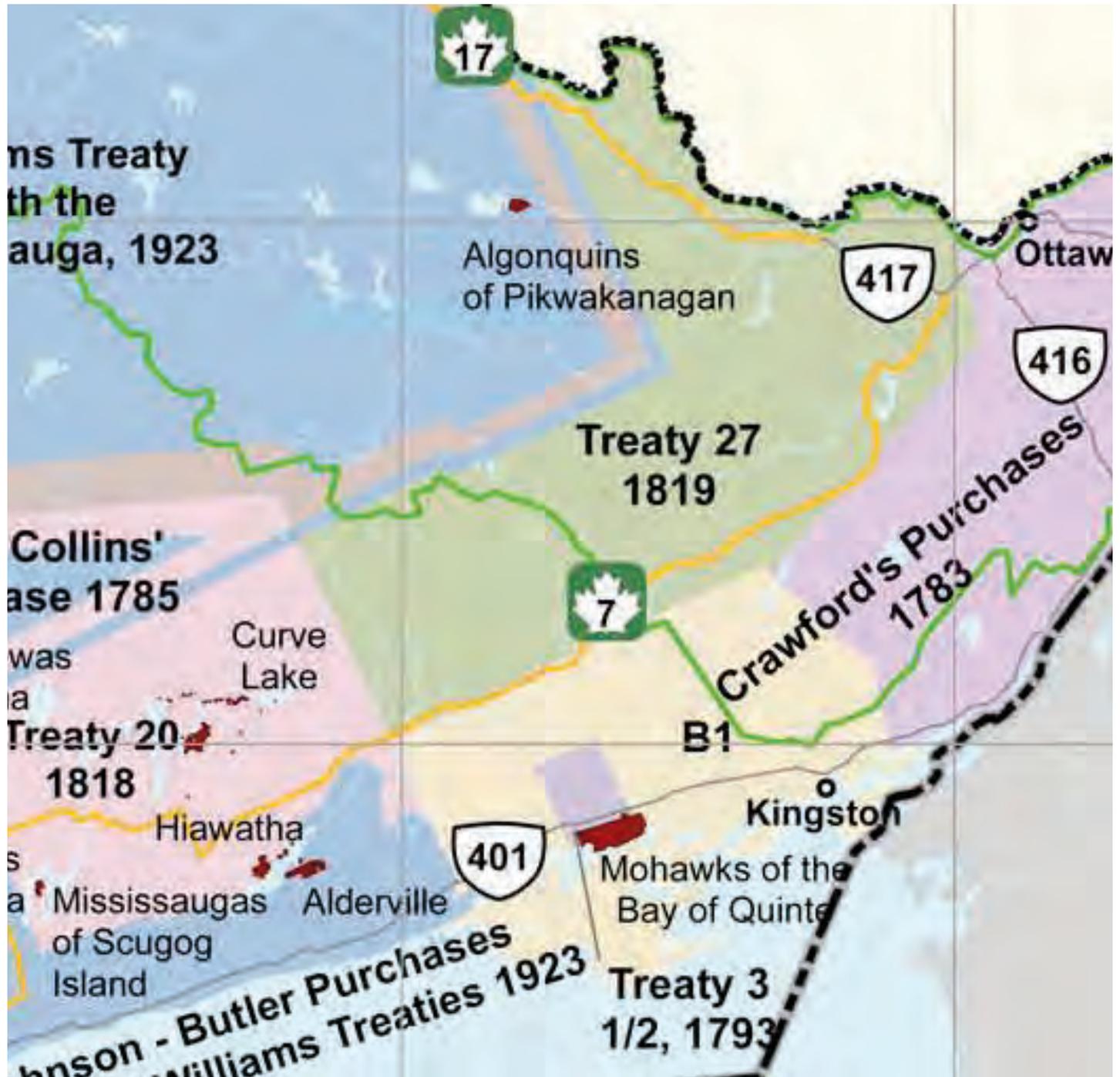
## 12. Primacy of this Protocol

- a. This Protocol shall apply to all situations giving rise to the requirement to provide notice to or consult with AFN, including situations involving any other First Nation parties in a consultation or request for consultation, notwithstanding the existence of any other consultation standards or protocols that may apply to such consultations or communication.
- b. This Protocol shall apply unless and except it is expressly waived, in writing, by AFN in its sole discretion.
- c. This Protocol applies to Proponents who have not already entered into any agreements with AFN in relation to Consultation or Activity affecting AFN Traditional Territory and any other lands added to the AFN.
- d. Proponents who have already entered into agreements with AFN, including but not limited to a memorandum of agreement and/or a Consultation agreement, are exempt from the application of this Protocol with respect to the terms and conditions prescribed by said agreement unless otherwise mutually agreed.
- e. AFN reserves the right to amend this document from time to time as needed.
- f. The duty to consult legislation also applies to AFN.

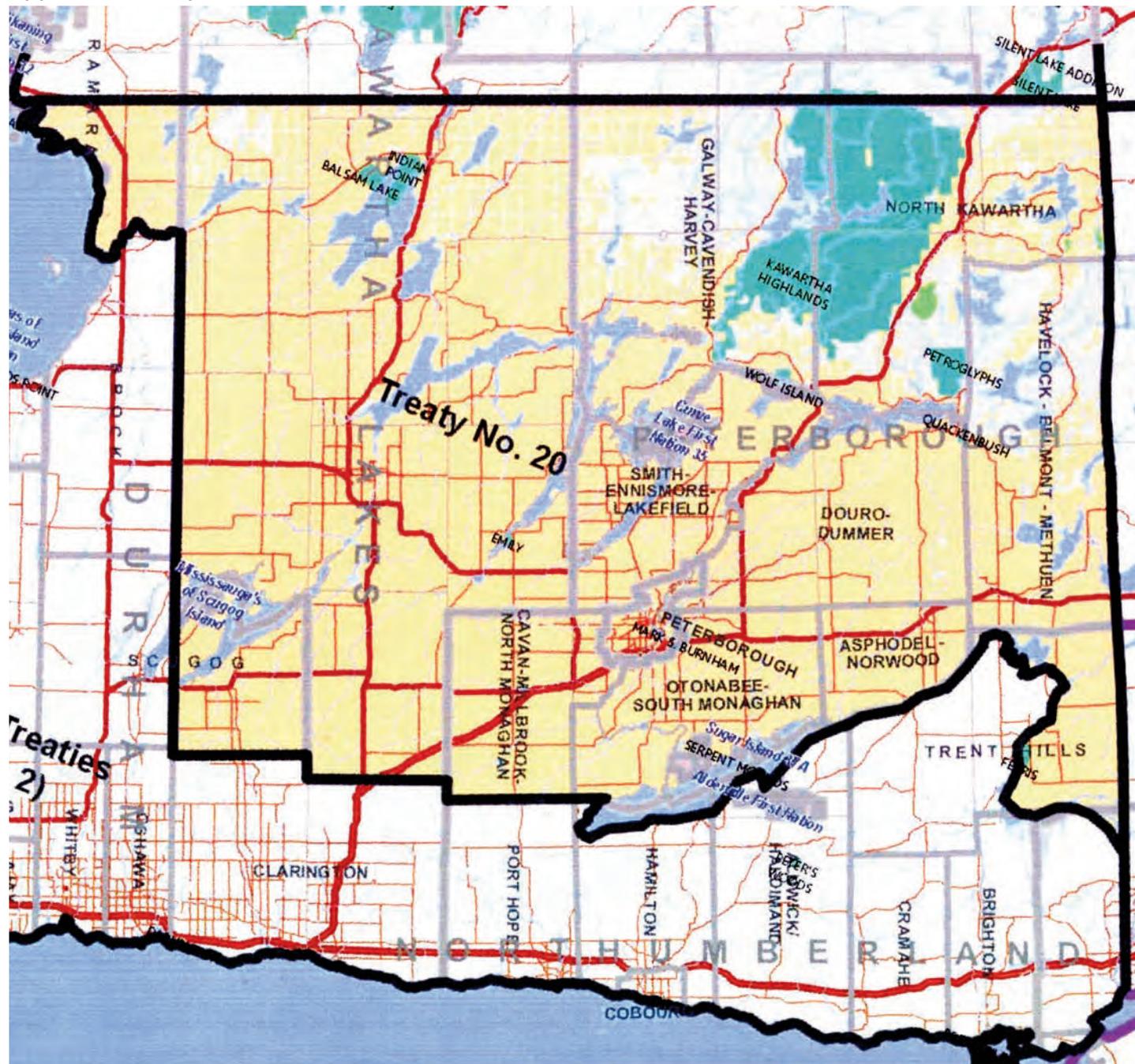
# Appendix A - Map of The Williams Treaties Lands



Appendix B - Map of Treaty No. 27 Land



Appendix C - Map of Treaty No. 20 Land



## Appendix D - Working Budget

### Budget

This Budget will be utilized for consultation purposes only. This consultation protocol budget may be subject to change depending on the project. A completed budget will be approved by the AFN and the proponet.

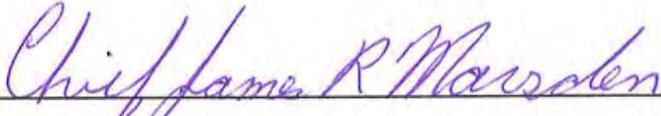
### Consultation Budget

Item Description	Expected Cost	
Administrative Expenses	Copying fees, postage, long distance fees, percentage overhead for AFN administration	
AFN Representative fees / Per Diems	Salary recovery, fee, or per diem for each AFN representative (itemize separately)	
AFN Representative Expenses	Travel and other expenses	
Consultation / Negotiation Meetings	Meeting rooms, refreshments, etc (list for each projected consultation meeting)	
Community Meetings Expenses	Copying and dissemination of material, meeting rooms, refreshments, elder or other honoraria (list for community meeting)	
Internal Technical Advisor/ Expert Fees	Describe which kinds of AFN technical advisors/experts required, their deliverables and their fees	
Internal Technical Advisor/ Expert Expenses	Travel and other expenses	
Outside Technical Advisor/ Expert Fees	Describe which kinds of outside experts or technical advisors required, their deliverables and their fees	

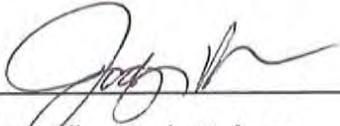
Item Description	Expected Cost	
Outside Technical Advisor/ Expert Expenses	Travel and other expenses	
Legal Fees	Describe type of work required and fees for consultation	
Legal Expenses	Travel and other expenses	



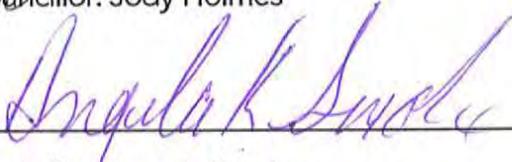
We, the Alderville First Nation Chief and Council, have adopted this Consultation Protocol as of April 10, 2015.



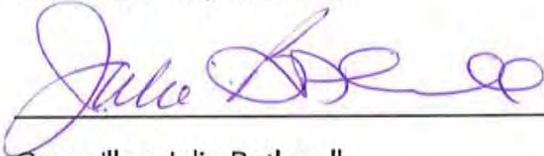
Chief: James Marsden



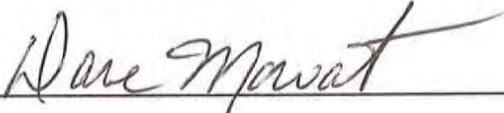
Councillor: Jody Holmes



Councillor: Angela Smoke



Councillor: Julie Bothwell



Councillor: Dave Mowat

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# NOTES



