

# Walpole Island First Nation Consultation and Accommodation Protocol

## A. Purpose and Application

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

## B. Definitions

1. Definitions:
  - a. **Activity** means any Crown Activity or Proponent Activity.
  - b. **Canada** means the federal government or the federal Crown, her Majesty the Queen in right of Canada.
  - c. **Crown** means either or both of Canada and Ontario, and any component part of each.
  - d. **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; and
    - iv. Anything else authorized or undertaken by the Crown.
  - e. **Crown Designate** means such person with or appointed by the Crown to be the lead contact on behalf of the Crown for consultation and accommodation with WIFN in respect of any Activity.
  - f. **Day** means a business day and excludes weekends and statutory holidays.
  - g. **Emergency Situation** means a situation that is likely to endanger the life or health of any person, or that is likely to result in an environmental catastrophe.

- h. **Environment** means the components of the earth, and includes:
  - i. land, 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 WIFN or any of its members;
  - iv. physical and cultural heritage, 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.
- i. **Health** means the physical or socio-psychological health of WIFN or any of its members.
- j. **Impact** means any adverse effect that any Activity may cause to the Environment within WIFN's Traditional Territory or the Health of WIFN or any of its members or any WIFN Right.
- k. **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 as a full a description as possible of the Activity;
  - ii. a written draft of the Crown 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 considers relevant.
- l. **Notification** means the initial written notice sent to the WIFN Contact by the Crown and/or Proponent, which shall contain as much Information as is in the possession of the Crown and/or Proponent at this stage after reasonable efforts to acquire same.

- m. **Ontario** means the provincial government or Crown or Queen in right of Ontario (“Ontario”).
- n. **Proponent** means the party (which could include the Crown, a corporation, partnership, sole proprietorship, association, organization, person or the like) other than WIFN or a business in which WIFN has majority control or a majority financial interest, that would undertake or is undertaking the Proponent Activity, as the case may be.
- o. **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 WIFN or a member of WIFN or a business in which members of WIFN have majority control or a majority financial interest which activity WIFN has authorized.
- p. **Protocol** means the Walpole Island First Nation Consultation and Accommodation Protocol.
- q. **Reserve** means the unceded reserve of WIFN which is Walpole Island Reserve No. 46, which is a reserve as under the *Indian Act* R.S.C. 1985 c. I-5, as amended (the “*Indian Act*”), is referred to in Ojibwe as "Bkejwanong" (where the waters divide), and which forms a large river delta on Lake St. Clair consisting of six islands which are Walpole, St. Anne, Potawatomi, Squirrel, Bassett and Seaway, totaling approximately 24,000 ha./58,000 acres. For the purposes of this Protocol, the Traditional Territory of WIFN does not include the Reserve.
- r. **Traditional Territory** means that territory as described in Schedule “A” hereto.
- s. **Walpole Island First Nation (“WIFN”)** means the aboriginal people within the meaning of section 35 of the *Constitution Act, 1982*, which is a First Nation, and a Band pursuant to the *Indian Act*.
- t. **WIFN Contact** means the person appointed by WIFN to whom Notification is sent and who is mandated to ensure that where applicable WIFN Representative(s) is/are appointed in respect the particular Activity referred to in the Notification.
- u. **WIFN Representative(s)** means the person(s) appointed by WIFN to participate in the consultation and accommodation process about a particular Activity, and such person(s) must have the authority to act on behalf of WIFN in regard to same.
- v. **WIFN Rights** means any of WIFN’s or its members’ aboriginal or treaty rights or the ability to exercise such rights, or asserted aboriginal or treaty rights (where there is prima facie merit to that asserted right).

- w. **WIFN Sustainability** means the ability of WIFN to survive and thrive including through a healthy Environment, through good Health of WIFN and its members, and through respect for and honouring of WIFN Rights.

### **C. Legal Status**

- 2. No WIFN Right may be abrogated or derogated from through operation of this Protocol other than by proper legal authority of WIFN.
- 3. Nothing in this Protocol may be construed to limit any consultation or accommodation obligations owed to WIFN by the Crown or any Proponent.
- 4. Notwithstanding anything in this Protocol, WIFN retains the right to challenge, by way of judicial review or any other legal or other process, any Activity.

### **D. Context and General Principles to Guide Consultation and Accommodation**

- 5. WIFN is part of the Ojibwe, Potawatomi and Odawa people who together comprise a political and social compact known as the Three Fires Confederacy.
- 6. The Anishnabeg of WIFN have lived in their Traditional Territory since time immemorial, practicing their ways and living according to their laws and culture. They are a self-defined people.
- 7. WIFN continues to assert (see Ontario Superior Court of Justice court file no. 00-CV-189329) and exercise aboriginal title and aboriginal rights to and in all parts of its Reserve, and to those parts of its Traditional Territory to which it has not been a party to a treaty, including lands under water in Canadian portions of Lake Erie, Lake Huron, Lake St. Clair, the St. Clair River and the Detroit River (see map attached as Schedule A for parts of Traditional Territory in which WIFN claims Aboriginal title). In all other parts of its Traditional Territory, WIFN maintains treaty rights and maintains aboriginal rights to the extent not explicitly surrendered in the treaty.
- 8. In addition to aboriginal title, WIFN's rights in its Reserve and Traditional 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, and to participate in all governance and operational decisions about how the land and resources will be managed, used and protected.
- 9. WIFN's laws require WIFN to preserve and even enhance a mutually respectful relationship with the Environment, to co-exist with Mother Earth and protect this relationship. WIFN under its laws has the responsibility to care for its Traditional Territory for future generations, to preserve and protect wildlife, lands, waters, air and resources. WIFN relies on the health of the Environment in its Traditional Territory for its survival. The health of the lands and waters is essential to the

- continued existence of WIFN as a people and it and its members' Health, its culture, laws, livelihood, and economy.
10. WIFN is recognized as a respected and principled steward of the Environment. WIFN'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.
  11. All decisions about any Activity that might cause an Impact must be made carefully and in the best interests of WIFN Sustainability. WIFN has suffered significant adverse effects from development, use and pollution of its Traditional Territory (WIFN's Reserve and main residential community is downstream and down-wind from one of the most industrialized parts of North America) and from taking and using of parts of its Traditional Territory including those to which it asserts aboriginal title.
  12. WIFN may decide that consideration of cumulative effects must be included in any consultation and accommodation process. Cumulative effects 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.
  13. It may be necessary for the Crown and/or Proponent to fund cumulative effects analyses, WIFN land use and occupancy studies, and other relevant studies to enable informed decision-making about any Activity.
  14. WIFN expects to play a meaningful role in any environmental assessment ("EA") or related process, including, if WIFN 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 WIFN 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 WIFN.
  15. WIFN 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 WIFN's Traditional Territory. WIFN's understanding of what is "sustainable" is informed by WIFN's traditional knowledge and laws. WIFN's laws require WIFN to assess an Activity by anticipating its potential effects at least seven generations into the future.
  16. Consultation and accommodation processes must be designed and implemented with flexibility to reflect the nature and importance of the WIFN Right or Health or elements or conditions of the Environment that could be affected by the Activity, and the seriousness of the possible Impact. WIFN and only WIFN might 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 (minor, medium, major).

17. It takes time to make good decisions that consider all relevant matters, and it takes time to build and maintain good relations, and sufficient time must be provided for consultation with and accommodation of WIFN by the Crown and Proponents.
18. All parties to consultation and accommodation processes are expected to treat each other with respect and act in good faith, in an honest, transparent and open manner.
19. WIFN 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, WIFN's input can be taken into account in the consideration of relevant alternatives to such Activity (including the alternative of no activity), and in the design of such Activity. This should be a significant benefit to the planning exercise, and greatly reduce the potential for conflict at later stages.
20. The Crown and if applicable Proponents must always consult with WIFN with the intent, and where required by WIFN by taking all feasible steps, to accommodate WIFN by substantially addressing all of WIFN's legitimate concerns about the Activity.
21. 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 WIFN requests otherwise.
22. Accommodation will generally include:
  - Prevention and remediation of Impacts to the extent feasible (and where WIFN requires as below, by not proceeding with the Activity),
  - mitigation of Impacts to the extent feasible
  - provision of capacity building and other benefits from the Activity to the extent reasonably feasible
  - provision of compensation and related benefits from the Activity to the extent reasonably feasible in general to compensate for Impacts
  - measures to increase WIFN's comfort with or trust in the Activity, including community monitoring, community liaison or oversight committees, a role on Proponent's board, other decision-making roles, etc.
23. The Crown is expected to fund, and/or ensure funding is provided by any relevant Proponent for all the reasonable costs of WIFN to participate in a meaningful and informed way in any consultation and accommodation process. These costs will be estimated in a workplan and budget provided by WIFN. Template versions of a workplan and budget are attached to this Protocol as Schedules B and C, but these are examples only.

24. In respect of accommodation, WIFN generally expects Proponents to enter into a Memorandum of Agreement (“MOA”) or the like in respect of Activities that WIFN expects to result in some, but not significant, Impacts, and to enter into an Impacts Benefits Agreement (“IBA”) or the like when WIFN expects significant Impacts but does not decide to stop the Activity. The Crown is expected to work with WIFN when requested to ensure that Proponents meet these expectations. A template version of possible topics to be included in an MOA and IBA are attached to this Protocol as Schedule D, but this is an example only.
25. WIFN has the right to stop any contemplated Crown or Proponent Activity that would likely have a significant Impact.
26. The Crown must not dispose of or grant to any third party any interest in land that is part of WIFN’s aboriginal title claim area (see Ontario Superior Court of Justice court file no. 00-CV-189329, and Schedule A to this Protocol), without the prior and informed consent of WIFN.

#### **E. Trigger for Consultations**

27. The Crown must consult with and accommodate WIFN and where applicable ensure that the Proponent also consults with and accommodates WIFN, in respect of any Activity, when this duty is triggered.
28. In addition, WIFN expects where possible to engage in consultations and negotiations for accommodation at the strategic-planning level, including in respect of the following:
  - co-management of resources (eg: fisheries, wildlife protection plans, and the like)
  - protection and management of watersheds and ecosystems
  - land use planning for broader areas in the Traditional Territory
29. Consultations with and accommodation of WIFN are triggered when the Crown is contemplating any Crown Activity or is aware of any Proponent Activity that might have an Impact.
30. Unless WIFN otherwise decides, if any Activity has begun or is underway before consultation with WIFN is completed, and such consultation would have been triggered, the Crown and where applicable the Proponent must undertake consultation with and ensure accommodation of WIFN forthwith. WIFN expects the Crown to suspend such Activity where to do so would not cause undue hardship to the Crown or any relevant Proponent, until consultations are completed.

#### **F. Consultation and Accommodation Process**

### 31. *Step One: Initial Contact*

- a. The WIFN Contact is the WIFN Consultation Manager or a person standing in for him, or such other person or office as the Band Council from time to time appoints.
- b. All Notifications are to be sent to the WIFN Consultation Manager, with a copy sent to the WIFN Chief. If the WIFN Contact is absent or otherwise unable to fulfill his duties of being the WIFN Contact, and there is no person standing in for him, the Chief shall appoint the WIFN Contact.
- c. The Crown Designate must send Notification normally by email and fax to the WIFN Contact, of the contemplated Activity, at the earliest possible stage.
- d. The Proponent shall also send Notification to the WIFN Contact of its Proponent Activity, but WIFN expects consultation and accommodation processes to be initiated by the Crown and for the Crown to have oversight unless WIFN otherwise requests.
- e. Neither the Crown nor the Proponent are required to send such Notification and engage in the process in this Part, if they are contemplating or taking action to address an Emergency Situation. However, as soon as possible after dealing with the Emergency Situation, the Crown or Proponent must send a Notification or other notice to the WIFN Contact of the action taken to address the Emergency Situation. The Crown and/or Proponent must engage in the process in this Part if such action would have otherwise triggered consultations under this Protocol and it could result in further Impact in the future.
- f. The WIFN Contact will where possible confirm receipt of such Notification to the Crown Designate and if applicable the Proponent, within 3 days of receiving it.
- g. If the Crown Designate and Proponent if applicable do not receive such confirmation within 3 days, they must contact the office of the Chief and/or the office of the Director of Operations, to determine if the Notification was received and who the WIFN Representative(s) is/are.

### 32. *Step Two: Determination of Consultation and Accommodation Needs and Appointment of WIFN Representatives if Applicable*

- a. The WIFN Contact will if possible within 3 days of receipt of the Notification, forward to the Band Council or a committee of or a delegate of the Band Council as the Band Council may determine from time to time:
  - the Notification;



- a recommendation as to whether consultation and accommodation is required, and if so, the level of same that is likely to required (minor, medium or major);
- if consultation and accommodation is recommended, a request to appoint WIFN Representative(s) for this consultation and accommodation process within 10 days or a shorter period of time as the WIFN Contact reasonably determines is necessary;

and subject to s. 32(b), the Band Council or a committee of or a delegate of the Band Council as the case may be, will make the determination as to whether consultation and accommodation is required. If so, it will determine the likely level of same, and will appoint WIFN Representative(s) and inform them of the likely level of same. If no consultation and accommodation is required, it will instruct the WIFN Contact to provide notice to the Crown and if applicable the Proponent that no consultation or accommodation is required.

- b. If no response as above is provided to the WIFN Contact within the requested time, the WIFN Contact will:
  - if he recommended that no consultation or accommodation is required, provide notice to the Crown and if applicable the Proponent that no consultation or accommodation is required;
  - if he recommended that consultation and accommodation is required, appoint the WIFN Representative(s) and inform them of his recommendation as to the level of consultation and accommodation likely to be required (minor, medium or major).
- c. Further steps in this Protocol assume that WIFN has determined that consultation and accommodation are required.

### ***33. Step Three: Preparation of Workplan and Budget***

- a. The WIFN Representative(s) will review the Notification to determine whether other Information is required in order for WIFN to develop a workplan and budget for consultation and accommodation in respect of the Activity (eg: whether WIFN has enough Information to determine what technical studies it might have to commission, what legal input it might require, what community input it might require).
- b. The WIFN Representative(s) will contact the Crown Designate and Proponent if applicable as soon as possible after being appointed, to identify him/herself or themselves, to request other Information that is required if any and to determine when it will be delivered, and to set a target date when a workplan and budget for WIFN's participation in the process will be forwarded by WIFN to the Crown Designate and if applicable the Proponent.

- c. If information is to come in stages over the process, then workplans and budgets may be developed for each stage.
- d. The WIFN Representative(s) will prepare a draft workplan for the process of consultations and negotiations, and a budget for WIFN to participate in a meaningful and informed way in same.
- e. The workplan will generally include:
  - Provision of all required Information to WIFN Representative(s): what information, and when it will be provided.
  - Collection of required information from WIFN: what information (such as nature and extent of the exercise of affected Rights, and how such Rights or the Environment or Health might be Impacted by the Activity), when it will be collected, and then provided to the Crown Designate and if applicable the Proponent.
  - Expert analysis or input (if required): what type(s) (such as environmental experts, archaeologists, anthropologists, forestry experts, etc.); nature of the work (which might include field study, review of Information and other relevant documentation, preparation of a report); when each step in the work will be completed.
  - Legal analysis or input (if required): nature of the work (including assisting WIFN in the consultation and negotiation process, evaluation of Information and other relevant documentation from experts and others as to the implications on WIFN's Rights of the proposed Activity, and preparation of legal memoranda re same); when each step in the work will be completed.
  - Consultation and negotiation meetings: their locations, participants, purposes or goals, and timing.
  - Work to be accomplished between each consultation and negotiation meeting (including collection and provision of information, expert and legal analysis and input).
  - Internal community consultation: what is required (might include community meetings, development and dissemination of material to community members, staff and administrative work); when this work will be completed.
  - Negotiating an MOA and/or IBA or the like with the Proponent (if required).

- Ratification of any MOAs, IBAs or the like by the WIFN Community (if required): community processes, when each step in such processes will be completed.
- f. The budget will generally include:
- Expenses to collect, copy and disseminate information.
  - Expert fees and expenses (if required).
  - Legal fees and expenses (if required).
  - Fees or honoraria and expenses for WIFN Representatives for their work in the consultations and negotiations.
  - Meeting costs (to book room and provide refreshments etc)
  - Internal community consultation costs (booking meeting rooms, refreshments for meetings, creating, copying and disseminating written information packages, administrative and staff work for this).
- g. The WIFN Representative(s) will forward the workplan and budget to the Crown Designate and Proponent if applicable as soon as it is completed, generally within 30 days of receipt of the Notification if the Information it contains is sufficient for this purpose.
- h. WIFN expects the Crown and Proponent if applicable to abide by the workplan and budget submitted by WIFN, and for the Crown to cover the budgeted costs or to ensure that the Proponent covers such costs.
- i. If in the opinion of the Crown and/or Proponent, elements of the workplan or budget are not reasonable, they must send to the WIFN Representative(s) their proposed changes and reasons for same before taking any other steps in the consultation or negotiation process.
- j. WIFN expects the Crown and Proponent if applicable to negotiate the workplan and budget in good faith with WIFN, so all parties may arrive at a mutually agreeable workplan and budget.

**34. Step Four: Follow Workplan and Revise When Necessary**

- a. The parties will follow the workplan to the extent reasonable, and WIFN Representative(s) will revise the workplan (and budget if necessary) if circumstances warrant. In case of revision, relevant parts of step three would be repeated.
- b. Consultations may take many forms, and parties should be flexible and patient as the process progresses.

- c. WIFN often makes decisions with the participation of its members. Workplans may therefore contain provision for internal community consultation. In addition, in some cases there may be need for further consultation with particular families or individuals who might be most affected. The number of meetings and internal consultations will depend on the complexity and significance of the Activity and seriousness of Impacts.
- d. The final phase of the process will often involve the negotiation of an MOA and/or IBA, the terms and conditions of which WIFN will analyse to determine whether or not it wishes the Activity to proceed. The WIFN community will often have to ratify or consent to such agreements. The signing of any such MOA or IBA or the like, or if same is not required, the submission by WIFN to the Crown Designate and Proponent if applicable of a letter or other notice stating WIFN agrees the Activity may proceed, constitutes WIFN's consent to the Activity on whatever terms and conditions are contained in the MOA or IBA or letter or the like.

35. General:

- a. The Crown and Proponent must disclose all relevant Information to WIFN Representatives as it becomes available, throughout the consultation and accommodation process.
- b. WIFN may determine whether it wishes to hold any aspect of consultation and accommodation process with the Crown, the Proponent or both, and expects such parties to respect such decisions if they are reasonable.
- c. Any party to consultation and accommodation processes may involve such experts, lawyers or support persons as are reasonably required.
- d. Generally, notes of and correspondence related to all consultation and accommodation processes are the responsibility of each respective party.
- e. Parties to consultation and accommodation 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.
- f. If WIFN requires accommodation through negotiations with the Proponent for an MOA or IBA or the like, the Crown is expected to, when requested by WIFN, assist WIFN to ensure that the Proponent engages in such negotiations pursuant to the portion of the workplan and budget that pertain to same. WIFN expects the Crown to not approve the relevant Activity unless and until agreement is reached between WIFN and the Proponent on the MOA or IBA or the like.
- g. This Protocol and any MOA, IBA or the like that WIFN might enter into, are all without prejudice to WIFN's claim in Ontario Superior Court of Justice

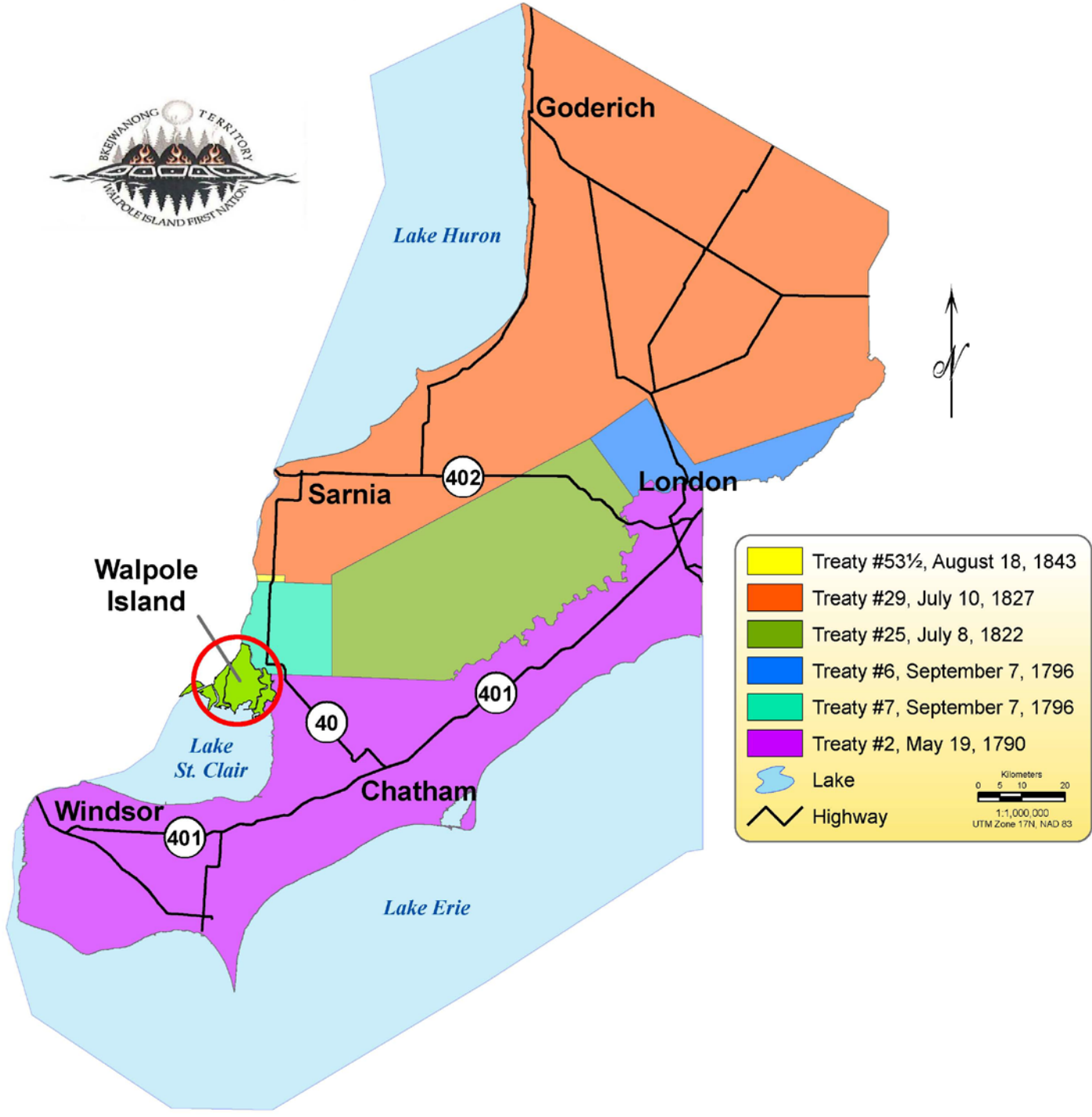
court file no. 00-CV-189329 and any of its other specific claims and land claims.

**SCHEDULE A**

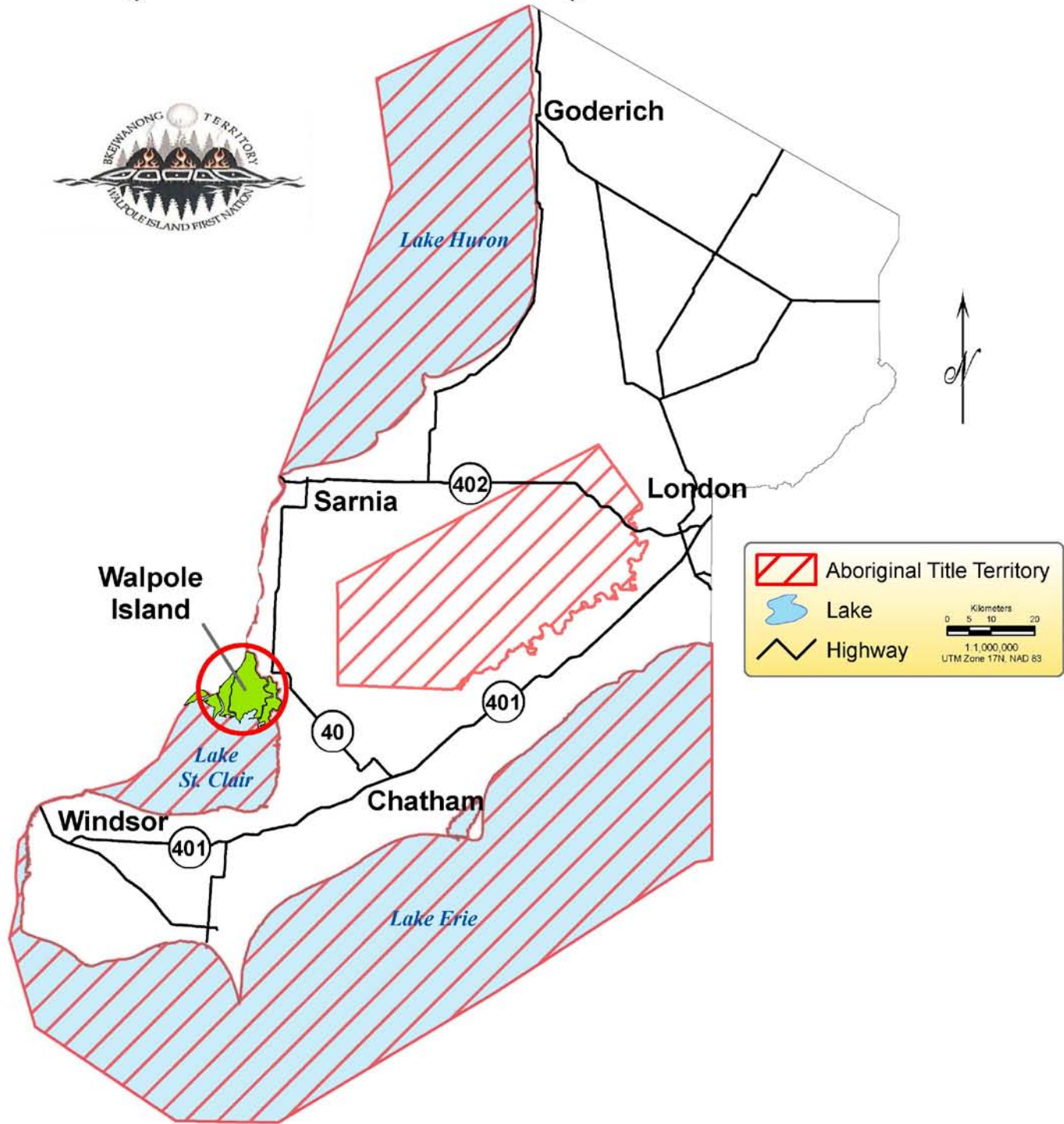
**Walpole Island First Nation's Traditional Territory (in Canada)  
consists of the following lands (see also map versions in this Schedule):**

1. The Canadian portions of the beds of Lake St. Clair, the St. Clair River and the Detroit River.
2. That part of the Canadian portion of Lake Huron south of a line drawn from the northeast corner of the boundary of the 1807 Treaty of Detroit to the northwest corner of the boundary of Treaty #29 of 1827 (approximately the Canadian portion of Lake Huron south of Goderich)
3. That part of the Canadian portion of Lake Erie west of the extrapolation of the eastern boundary of Treaty #2 of 1790 (roughly a line drawn south from London)
4. For greater certainty, any islands encompassed within the lands described above.
5. The area which was the subject of Treaty 25 on July 8, 1822 (which treaty was not signed by WIFN or its predecessors)
6. The geographic Township of Anderdon
7. The lands subject to the following treaties:
  - (a) Treaty #2 (19 May 1790)
  - (b) Treaty #6 (7 September 1796)
  - (c) Treaty #7 (7 September 1796)
  - (d) Treaty #12 (11 September 1800)
  - (e) Treaty #29 (10 July 1827)

# Treaties with the British Crown



# Aboriginal Title Territory





**SCHEDULE B TO WALPOLE ISLAND FIRST NATION  
CONSULTATION AND ACCOMMODATION PROTOCOL**

**Work-Plan for Consultations / Negotiations**

<b>STAGE</b>	<b>TASK</b>	<b>DESCRIPTION / COMMENTS</b>	<b>WHO TO COMPLETE</b>	<b>DATE TO BE COMPLETED</b>	<b>STATUS / DATE ACTUALLY COMPLETED</b>
WORKPLAN & BUDGET	Identification of WIFN needs for participation	WIFN Representatives to work with Crown Designate and Proponent to determine WIFN needs to participate in an informed and meaningful way	WIFN Representatives	20 days after receipt of Notification	
	Provision of further information to WIFN	All further information to be provided by Crown Designate and Proponent to WIFN Representatives	Crown Designate		
	WIFN to prepare draft workplan and budget	WIFN Representatives to review all information to determine technical advisors and internal requirements and draft workplan and budget	WIFN Representatives	30 days after receipt of Notification	
	Agreement on Workplan	Parties to negotiate and agree on workplan and budget	Parties	40 days after receipt of Notification	

CONSULTATION PRE-MEETING 1	Pre- Meeting; Engage Technical Advisors	WIFN to engage technical and legal advisors and experts, provide with agendas, workplan, and terms of engagement (including to interview traditional users to determine potential impacts of Activity, if required)	WIFN Representatives	Prior to First Meeting	
CONSULTATION MEETING 1	Meeting 1	All Parties (or Crown and WIFN if WIFN so requests) to meet to share and review information, raise questions for need for further information, and discuss potential impacts. Deadlines for work and next steps to be determined	All Parties. WIFN Representatives to arrange for meeting.		
CONSULTATION POST MEETING 1	Further questions and answers	Further information shared to respond to questions raised at meeting 1.	All Parties	Within X days of Meeting 1 (and ongoing)	
	Technical reports	WIFN technical advisors and experts undertake technical research and analysis and issue reports. Distribute reports to Crown Designate and Proponent.	WIFN Representatives to oversee and manage	Within X days of Meeting 1	
CONSULTATION MEETING 2	Meeting 2	Discussion of all information shared post meeting 1, and determine any need for further information. Discuss options to ensure that WIFN's concerns are substantially addressed, and measures to ensure this.	All Parties. WIFN Representatives to arrange meeting.		

CONSULTATION POST MEETING 2	Share proposals	Parties to share proposals on ways to address WIFN's concerns, which might include MOA or IBA.	All Parties	X days after meeting 2	
NEGOTIATION	Negotiate MOA or IBA, if applicable	WIFN Representatives, likely with assistance of legal advisor, to prepare draft MOA or IBA and distribute to Proponent and Crown if applicable. Parties to exchange drafts to negotiate MOA or IBA, via email/fax or at in-person meeting(s).	WIFN Representatives	X days after meeting 2	
	Agree on MOA or IBA, if applicable	Parties to negotiation to come to agreement on MOA or IBA terms, possibly with assistance of Crown if WIFN so requests.	All Parties to MOA or IBA	X days after meeting 2	
COMMUNITY CONSULTATION	Meetings in WIFN community	WIFN Representatives to prepare information and present it in community meetings to get input and in some cases the final decision re Activity. Might be more than one meeting required. Crown and Proponent Reps might be requested to attend.	WIFN Representatives		
	Sharing of Community Response	WIFN Representatives prepare and present response re community reaction or decision to Crown and Proponent	WIFN Representatives		

CONSULTATION MEETING 3 3	If required, meeting 3 if outstanding issues	If agreement not reached between parties by this stage, hold another meeting(s) to determine if agreement can be reached and how, and next steps for doing this.	All Parties. WIFN Representatives to arrange for meeting(s)		
CONSULTATION AND NEGOTIATION POST MEETING 3	Agreement reached if possible	Steps required to ratify MOA or IBA, or for WIFN to send letter approving Activity or otherwise for agreement between Crown and WIFN re Activity	All Parties. WIFN Representatives to oversee.		

**SCHEDULE C TO WALPOLE ISLAND FIRST NATION  
CONSULTATION AND ACCOMMODATION PROTOCOL**

**BUDGET**

This Budget may be divided into two parts -- one for Consultation and one for Negotiation – if the Crown pays for Consultation costs and the Proponent pays for costs to negotiate MOA or IBA or the like.

<b>CONSULTATION &amp; NEGOTIATION BUDGET</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EXPECTED COST</b>
Administrative Expenses	Copying fees, postage, long distance fees, %age overhead for WIFN administration	
WIFN Representative Fees / Per Diems	Salary recovery, fee, or per diem for each WIFN representative (itemize separately)	
WIFN 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 each community meeting)	
Internal Technical Advisor/ Expert Fees	Describe which kinds of WIFN 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	
Outside Technical Advisor/Expert Expenses	Travel and other expenses	
Legal Fees	Describe type of work required and fees for consultations	

Legal Expenses	Travel and other expenses	
<b>TOTAL</b>		