



Beaverhouse First Nation Consultation and Accommodation Protocol

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Executive Summary

Beaverhouse First Nation is a group of Algonquin-Ojibwe peoples whose Territory spans both Ontario and Quebec, as well as both sides of the height of land separating the watersheds of James Bay and the Ottawa River.

Pre-contact, our laws and government were regulated by life; reflected by the way of living in small, mobile groups. “Law” consisted largely of customary norms that tended to recognize personal and family autonomy through ties of actual and spiritual kinship; communal sharing of resources and possessions; flexible, consensual, community-based decision-making processes; and the necessity of spiritual balance with the natural environment.

Our laws and government did not cease upon the introduction of British law and institutions into what became Canada. On the contrary, their continuity was recognized, supported, and actively encouraged by colonial and imperial officials. This is seen by the executing of treaties with neighbouring First Nations.

Beaverhouse First Nation believes that our people are given the responsibility as caretakers of Mother Earth. This responsibility, as it relates to our Territory has been, and continues to be, negatively impacted by natural resource development, activities, and projects that continue to consume, pollute, and degrade our lands and waters.

We are not opposed to development. However, Beaverhouse First Nation **must be involved** in development decision making. Our involvement early on in the planning and assessment process is required by case law, as well as our own laws, so that we can ensure that culturally specific sites (those of our ancestors) are preserved and protected in a way that is of an appropriate standard to Beaverhouse First Nation.

All of this will be done through meaningful consultation with the Crown, municipalities, and Proponents, following key principles that will act as a guide throughout the consultation process with us. This Consultation Protocol addresses these principles and outlines our consultation process.

The Consultation Protocol provides a backgrounder on our community; outlines our guiding principles for consultation and accommodation; as well as provides a more detailed step by step guideline on how the Crown, municipalities, and Proponents shall consult with us.

Anyone wishing to conduct activities, including but not limited to, resource extraction (i.e., mining, forestry, energy), transmission or hydro lines, hydro dams, waste disposal, nuclear waste storage or disposal, and infrastructure, within our Territory **must** contact Beaverhouse First Nation, to begin the process of seeking our consent to your activities and operations, regardless of any existing provincial or federal legislation or regulations in place. This will ensure that any developmental activities or other projects being contemplated or conducted within our Territory, are being done in a responsible and credible way that is consistent with our laws, the *United Nations Declaration on the Rights of Indigenous Peoples*, and the common law, as it relates to Aboriginal law concepts of the duty to consult and accommodate and the Honour of the Crown.

You may contact the Mining and Minerals Coordinator at miningcoordinator@beaverhousefn.com or the Lands and Resources Coordinator at landscordinator@beaverhousefn.com to set up an initial meeting with us, or visit Beaverhouse First Nation's website at <https://beaverhousefn.com/>.

Beaverhouse First Nation Background

Beaverhouse First Nation (“BHFN”) is a group of Algonquin-Ojibwe peoples whose community is located near Kirkland Lake, Ontario. Our community is located on historic Indigenous travel routes between Lakes Timiskaming and Abitibi. BHFN’s Territory spans both Ontario and Quebec, as well as both sides of the height of land separating the watersheds of James Bay and the Ottawa River. We have used our Territory for well over 300 years. The area contains a number of sites of cultural value, including sacred sites, gathering sites, heritage areas, harvesting areas, and structures. At the centre of our Territory is our village, Misemakwish, also known as Indian Point, located at Misema Lake. From nomadic beginnings, BHFN established Misemakwish as a permanent settlement, located at Misema Lake, about ten (10) miles from the height of land. This village site has been continually occupied since at least 1872.

Like our ancestors before us, we have always relied on the lands, waters, and resources of our Territory for our sustenance and livelihood. The ways in which our Territory has supported us has changed over time but we continue to use the lands, waters, and watershed ecosystems within our Territory for a variety of purposes, including, hunting, trapping, fishing, harvesting, ceremonial and spiritual purposes. When Europeans arrived, our ancestors became involved in the commercial fur trade. Like all other cultures, communities, and nations, we continue to evolve our economies and our relationship to, and reliance on, the land.

We continue to uphold our Indigenous Rights, which originate from our pre-contact systems of governance and law and which are inherent; flowing from the Creator. Historically, for Beaverhouse First Nation, “law” consisted largely of customary norms that tended to recognize personal and family autonomy through ties of actual and spiritual kinship; communal sharing of resources and possessions; flexible, consensual, community-based decision-making processes; and the necessity of spiritual balance with the natural environment.

Our laws and government did not cease upon the introduction of British law and institutions into what became Canada. On the contrary, their continuity was recognized, supported, and actively encouraged by colonial and imperial officials. We have always exercised governance functions and stewardship in order to protect our Territory, conserve the fish and wildlife that we depend on, and ensure its ongoing ability to sustain our people; and will continue to do so for the next Seven Generations.

The land referenced in the Beaverhouse First Nation Consultation and Accommodation Protocol (the “Protocol”), is fundamental to meeting the basic needs of BHFN, and is critical to maintaining our community's cultural identity, ecological stability, economic and spiritual significance, and heritage. BHFN’s Territory is set out at Appendix A of this Protocol.

We assert that our inherent and Indigenous Rights, as well as Aboriginal Rights, as recognized in Canadian common law, fundamentally entitle us to support ourselves economically through the lands, waters, and resources of our Territory, and to continue to act as owners and stewards of our Territory, to be involved in decisions that affect it, and to participate in the ongoing, responsible management of the resources it provides, now and into the future; and in modern and evolving ways. This includes the right to share equally in the wealth and benefits our Territory generates.

It is important to note, however, that our Territory is the source of our identity as a First Nation and the basis for our many cultural activities and spiritual ceremonies. It is home to sacred sites, burial grounds, traditional teachings and meeting places, and sites of profound archaeological and historical significance. As such, we assert that our Aboriginal Rights fundamentally entitle us to preserve our culture and heritage.

BHFN strives to build a community for its people where we may live with dignity, and in harmony with each other and nature, by providing leadership that will enable our members to become self-reliant, and by keeping with our traditional ways in partnering with others and with the guidance of the Creator in all that we do.

Purpose and Application of the Consultation and Accommodation Protocol

This Protocol sets out BHFN's process and principles for consultation, engagement, and accommodation between BHFN, municipalities, the federal or provincial Crown, its departments, ministries, agencies, groups (the "Crown"), and Proponents, where any activity or project, including but not limited to, infrastructure, resource development, forestry, energy, transmission or hydro lines, hydro dams, waste disposal, nuclear waste storage or disposal projects, (the "Project") is proposed to occur in BHFN's Territory, or where a Project might cause an impact to the environment and health therein, or to BHFN's Aboriginal Rights or Title.

BHFN expects the Crown, municipalities, and Proponents to respect this Protocol in all such interactions with BHFN and also expects the Crown, municipalities, and Proponents to comply with Canadian law. This Protocol addresses the duty to consult and accommodate under Canadian common law and what the Crown, municipalities, Proponents, and BHFN can expect of each other during consultation and accommodation. For greater clarity, the expectations outlined in this Protocol apply to all interactions with the federal and provincial Crown, municipalities, and Proponents in relation to projects that occur in BHFN's Territory or which might affect BHFN's Aboriginal Rights or Title. These expectations are *above and beyond* any minimum standards or requirements that may exist in federal or provincial legislation. No current or future federal or provincial legislation can reduce the obligations the Crown, municipalities, or Proponents have to BHFN as it relates to Projects in BHFN's Territory or which might affect BHFN's Aboriginal Rights or Title.

Appropriate consultation between BHFN and federal, provincial, municipal authorities, and Proponents, 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. BHFN, being fully informed about projects and decisions that may affect the Nation, protects its full range of rights and responsibilities, as recognized within traditional Anishinaabe law, in Canada's Constitution, within the jurisdiction of Canada's courts, and in international law.

Guiding Principles for Consultation, Engagement, and Accommodation

The Protocol is to be interpreted, based on a clear understanding of the following:

- BHFN believes that our people are given the responsibility as caretakers of Mother Earth.

- BHFN’s Territory has been, and continues to be, negatively impacted by development that continues to consume, pollute, and degrade the land and waters.
- BHFN is not opposed to development, but BHFN must be involved in development decision making. Our involvement early in the planning and assessment process is required so that we can ensure that culturally specific sites (those of our ancestors) are preserved and protected in a way that is of an appropriate standard to BHFN.
- BHFN needs to be involved in environmental assessments and environmental decision making, to ensure that a high standard of assessment is undertaken, that environmentally sustainable practices are being used, and proper consideration is given to any potential impacts to the land, water, air, wildlife, and the health of our people and indeed, all people.
- BHFN is the only party who shall determine whether there are impacts on our Aboriginal Rights and Title and to our Territory.
- The following principles will act as a guide for any parties seeking to carry out activities or projects, including but not limited to, infrastructure, resource development, forestry, energy, transmission or hydro lines, hydro dams, waste disposal, and nuclear waste storage or disposal projects, within BHFN Territory, so as to ensure that BHFN’s expectations of meaningful consultation with the Crown, municipalities, and Proponents are met:
 - **Recognition of BHFN’s Territory:** BHFN asserts its Aboriginal Rights and Title throughout its Territory and this must be recognized by the Crown, municipalities, and Proponents;
 - **Honour of the Crown:** The Crown, in all its dealings with BHFN, must uphold the honour and responsibilities of the Crown, and undertake consultations honestly, transparently, and in good faith;
 - **Seven Grandfather Teachings and Seven Generations:** BHFN will look to our Anishinaabek roots, to guide our vision for the future, led by the Seven Grandfather Teachings of Dabaadendiziwin (Humility); Aakode’ewin (Bravery); Minaadendamowin (Respect); Nibwaakaawin (Wisdom); Gwayakwaadiziwin (Honesty); Zaagi’idiwin (Love); and Debwewin (Truth), and to protect our Territory and the environment for the seven generations: past, present, and future;
 - **Respect:** Consultation must occur in a mutually respectful manner, striving to achieve a shared understanding of the purpose of the consultation and the best path forward;
 - **Early Notice and Engagement:** BHFN must be notified of all projects and be engaged with by the Crown, municipalities, or Proponents prior to commencement of any environmental or archaeological assessments, and prior to decisions of final project plans. The Crown may delegate aspects of consultation and accommodation

to a Proponent, so long as the Crown maintains an oversight role over the entire process;

- **Full Participation:** BHFN will fully participate in archaeological and environmental assessments/monitoring processes associated with projects in the Territory, among other studies and monitoring. BHFN requires that our staff be on-site and participating in all assessment activities and studies on the ground and that the Crown, municipalities, or Proponents provide for any costs associated with BHFN staff involvement based on the BHFN Chief and Council approved consultation and engagement agreement, which includes all associated costs. BHFN may request additional assessments or activities, such as medicinal/culturally significant plant inventories/surveys and/or ceremonies, as appropriate;
- **Protection of Cultural Heritage (The Places of our Ancestors):** Protecting and preserving sites of cultural heritage is essential to BHFN's expression of rights, as well as an inherent responsibility of our people. In order to properly protect sites, artifacts and remains, BHFN staff must be on-site during all archaeological work for any given project. BHFN must be involved in reviewing and decision making regarding archaeological assessments. The Lands and Resources Department must also be provided with all archaeological reports submitted to the Ministry of Tourism, Culture, and Gaming;
- **Protection of the Environment:** Protecting and preserving the lands and waters of our Mother, the Earth, is essential to BHFN's expression of rights, as well as an inherent responsibility of our people. BHFN must be involved in decision making regarding environmental assessments, and be provided a full and transparent explanation of the potential impacts of any project. BHFN must also be involved in the development of environmental, impact, and archaeological assessment survey design. This includes involvement of BHFN staff in environmental assessments (and any on-going or long-term monitoring), incorporation of additional assessments, and mitigations based on review of environmental assessment documents, as well as incorporating environmentally sustainable practices and principles in decision making processes concerning development activities and ongoing monitoring. BHFN lands and waters must retain their ecological integrity, biodiversity and balance, and where possible, be enhanced;
- **Consideration of Cumulative Effects:** BHFN may decide that consideration of cumulative effects must be included in any consultation, engagement, and accommodation process. Cumulative effects include not only those of the project or activity combined with other existing projects or activities or residual impacts from past projects or activities but with other planned projects or activities also. Where such consideration must be undertaken, it may be necessary for the Crown, municipality, or Proponent to fund cumulative effects analyses, BHFN land use, and occupancy studies, and other relevant studies to enable informed decision-making about any Project;

- **Disposition of BHFN Lands:** The Crown must not dispose of, or grant to, any third party, any interest in land that is part of BHFN's Territory without the prior and informed consent of BHFN. BHFN asserts and exercises Aboriginal Title and Aboriginal Rights to, and in all parts of, its land and waters. A map of BHFN's Traditional Territory may be found at Appendix A;
- **Cooperation and Collaboration:** Consultation must occur in an open, flexible, and effective manner. This includes implementing workable timelines, communications, transparency, full disclosure, solutions, and financial assistance to BHFN, to participate meaningfully in the consultation process. For the Crown, where consultation involves Crown departments and agencies, the Crown will adopt a coordinated approach regarding consultation, and where appropriate, accommodation, in order to promote the effectiveness and efficiency of the process;
- **BHFN Knowledge System:** BHFN traditions, laws, values, and knowledge systems shall be accorded the same respect and weight as those Western knowledge systems presented by the Crown, municipalities, and Proponents. However, BHFN is not obligated to share sensitive cultural information or knowledge with the Crown, municipalities, or Proponents;
- **Accommodation:** BHFN expects to come to fair and reasonable agreements with the Crown, municipalities, or Proponents regarding accommodation. Accommodation pertains to cultural, environmental, and economic interests of BHFN. Accommodations include, but are not limited to, amendments to the project plans to address rights impacts and concerns (e.g., timelines, assessments, mitigations), capacity funding, community benefits, revenue sharing, partnerships, and other project and impact specific accommodations;
- **Long-Term Relationships:** Consultation is an opportunity to promote reconciliation and build stronger long term relationships between parties. BHFN expects to build positive relationships with the Crown, municipalities, and Proponents that last beyond the completion of a given project. BHFN expects to be involved in long-term monitoring, on-going communications, and come to terms with the Crown, municipalities, and Proponents regarding Long Term Relationship Agreements; and
- **Withdrawal/Refusals or Objections Not Equivalent to Consent:** Refusals, objections, or withdrawals do not constitute consent of a project or actions being considered or taken by the Crown, municipalities, or Proponents. Furthermore, absence of a response by BHFN does not constitute consent of a project or actions being considered or taken by the Crown, municipality, or Proponent, nor a declination of consultation or a declination of impacts to Aboriginal Rights or Title.

The consultation process described herein does not prevent any party from entering into a consultation process or concluding other consultation agreements independent of the process set out in the Protocol, upon agreement by BHFN.

Beaverhouse First Nation Community Profile

The people of Beaverhouse First Nation have lived in our Territory since time immemorial, practicing our ways of life and living according to our laws and culture. We are a self-defined people.

The BHFN Territory on the Ontario side was included within the boundaries of Treaty 9 in 1905. BHFN did not have a representative who signed Treaty 9; nor any other treaty. However, some BHFN members do appear on the Department of Indian Affairs' treaty annuity paylists of neighbouring First Nations, under Treaty 9, and the Robinson Huron Treaty. As a result, BHFN is currently comprised of both "status" and "non-status" Indians, as defined by the *Indian Act*.

BHFN identifies itself as a "band" and recognizes its members as "band" members. The leadership is comprised of an elected chief and councillors, who represent the community in all respects. The community-operated Band Office, located in Kirkland Lake, currently provides health and social services to its members. To date, as BHFN has not been recognized as a "status band," under the *Indian Act*, BHFN has not been able to access the programs and resources that other status First Nation communities receive from Canada; with the exception of some federal funding for health programs, which is supplemented by the provincial and local governments.

Although BHFN does not have "band status," as defined by the *Indian Act*, we have continued to occupy the lands and harvest resources around Misema Lake, our settlement area, and throughout our Territory.

On July 5, 2018, Beaverhouse First Nation submitted a claim to Canada and Ontario regarding our band status and lack of having a reserve under the Treaty. In its submission, we argue that the Crown failed to identify and treat with the predecessors of Beaverhouse First Nation, in negotiating and signing Treaty 9. Beaverhouse First Nation, and its predecessors, were a separate and distinct First Nation entitled to enter into Treaty in our own right. As such, we submit that we have never formally entered Treaty and surrendered our land to the Crown. Therefore, we still have Aboriginal Title to the lands and waters within our Territory: we are the owners of the land.

In regards to the Treaty Claim, on April 19, 2022, BHFN's Treaty Claim was accepted by Canada, who has now recognized BHFN as a First Nation collectivity having section 35 rights under the Canadian Constitution. BHFN continues to have exploratory discussions with Canada on finding a resolution to the Claim. As it relates to Ontario, BHFN's Treaty Claim is still being assessed, and BHFN hopes to hear from Ontario soon. We are hopeful, however, that Ontario will accept our Treaty Claim, given that in the 1980s, after expressing concern to the Ontario Ministry of Natural Resources (the "OMNR") regarding the threat to BHFN lands and traditional hunting, fishing, and trapping rights, due to the growing significant impact of development on our lands, OMNR defined BHFN's village site as an "...inhabited reserve...without de facto recognition."

As it relates to band recognition under the *Indian Act*, in October 2022, BHFN received a letter from Indigenous Services Canada (“ISC”) regarding our request to be recognized as a band under the *Indian Act*. The letter communicated, then, Minister Patty Hajdu’s approval for ISC representatives to formally engage with BHFN on a path towards band recognition. Since this time, we have been working with ISC representatives to negotiate and draft an agreement that will see BHFN recognized as an *Indian Act* band when approved by both parties; an agreement that was ratified (approved) by BHFN members on June 7, 2025.

All of this means that the federal and provincial Crowns owe BHFN a **heightened duty to consult** as it relates to any resource development projects or activities that are planned to take place, or are currently taking place, on our lands or waters because we retain, and have formally asserted, Aboriginal Title to our lands and the waters and lands under water within our Territory.

In addition to Aboriginal title, BHFN’s rights in our reserve, when established, and Territory, include the 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 our spiritual and cultural connection to the land, to protect the environment that supports our survival, to govern ourselves, and to participate in all governance and operational decisions about how the land, waters, and resources will be managed, used, and protected.

The Lands and Resources Department

The Lands and Resources Department (the “Lands Department”) is dedicated to protecting BHFN’s sacred land and values. It negotiates with the Crown, municipalities, and Proponents on land and resource related agreements. The Lands Department also reviews and responds to the Crown, municipalities, or Proponents on potential impacts to the exercise of BHFN Aboriginal rights, title, and other interests. It is the body that coordinates and undertakes all engagement and consultation processes with the Crown, municipalities, or Proponents, on behalf of BHFN. It participates in land use planning and works with members to conduct traditional land use research, so as to better understand and document BHFN history.

The Lands Department’s involvement in consultation and accommodation is in response to the Supreme Court of Canada decision relating to the Crown’s “Duty to Consult” Indigenous communities regarding any proposed development or action when their Aboriginal and Treaty Rights and Territory may be impacted. The Lands Department is positioned to initiate and respond to Crown actions and, any development project(s) proposed by Proponents, within the Beaverhouse First Nation Territory.

The Lands Department is responsible for strengthening recognition of our heritage by increasing public awareness and by being directly involved in all planning and development within BHFN’s Territory. The Lands Department will assess and help alleviate impacts on our rights, land claim, and ways of life, by building relationships, and where possible partnerships, with governments and private sector Proponents. The Lands Department also works to advance negotiations with major Proponents for other work, including, but not limited to, securing capacity funding (according to the guidelines set out in Appendix B) for project reviews, accommodation or interim agreements, agreements to provide annual funding for community initiatives, memoranda of understanding, Long Term Relationship Agreements, and revenue sharing or partnership agreements for major

projects. In addition to consultation work, the Lands Department also works to increase BHFN's economic development opportunities.

Beaverhouse First Nation Aboriginal Rights and Title in Our Territory

Aboriginal Rights are those rights that ensure that First Nations people have the freedom (without discrimination) to engage in the practices, traditions, and customs integral to First Nations' unique culture and that continues to connect people with the practices and land uses of their ancestors.

Aboriginal Title is a particular type of Aboriginal Right. Aboriginal Rights or Title may be modified or surrendered through treaties. The impact of a treaty on Aboriginal Rights or Title will depend on the interpretation of the particular treaty. Aboriginal Title is ownership of the land, whereas treaty rights are specific rights embodied in treaties that First Nations people entered into with the Crown.

As BHFN has not adhered to any treaty, it maintains Aboriginal Title or ownership in the lands and waters within its Territory. As such, the Crown has a **heightened duty to consult** with BHFN, and **consent** is required in matters affecting BHFN's traditional lands, resources, and any other matter affecting its self-determination as a people.

Although, BHFN currently remains a non-status *Indian Act* band, as part of a land claim filed with Canada and Ontario in July 2018, BHFN argued that the Crown failed to identify and treat with the predecessors of BHFN, in negotiating and signing Treaty 9. BHFN, and its predecessors, were a separate and distinct First Nation entitled to enter into Treaty in our own right. As such, we submit that we have never formally entered Treaty and surrendered our land to the Crown.

As noted above,¹ on April 19, 2022, our Claim was accepted by Canada, who has now recognized BHFN as a First Nation collectivity having section 35 rights under the Canadian Constitution. BHFN continues to have exploratory discussions with Canada on finding a resolution to the Claim.

Similarly to the above,² on October 24, 2022, BHFN received a letter from ISC regarding our request to be recognized as a band under the *Indian Act*. The letter communicated, then, Minister Patty Hajdu's approval for ISC representatives to formally engage with BHFN on a path towards band recognition. Since this time, we have been working with ISC representatives to negotiate and draft an agreement that will see BHFN recognized as an *Indian Act* band when approved by both parties; an agreement that was ratified by BHFN members on June 7, 2025.

The Canadian Constitution recognizes and affirms the existence of Aboriginal and Treaty Rights. The Supreme Court of Canada held that the Crown owes a legal duty to consult Aboriginal People in the *Haida*, *Taku River*, and *Mikisew* cases.³ The Crown is required to consult, and where appropriate, accommodate Indigenous Peoples prior to project approval or where the Crown contemplates conduct, real or constructive, that may impact Aboriginal and Treaty rights. The duty

¹ Beaverhouse First Nation Community Profile, BHFN Consultation and Accommodation Protocol at 6.

² Beaverhouse First Nation Community Profile, BHFN Consultation and Accommodation Protocol at 7.

³ *Haida Nation v British Columbia (Minister of Forests)*, 2004 SCC 73; *Taku River Tlingit First Nation v BC (Project Assessment Director)*, 2004 SCC 74; *Mikisew Cree First Nation v. Canada (Minister of Canadian Heritage)*, 2005 SCC 69.

applies even where Aboriginal Rights and Title have been asserted but not yet proven. What is required is a credible claim; not proof that the claim will succeed.⁴ This legal duty stems from the Crown's fiduciary duty toward Indigenous Peoples and is grounded in the Honour of the Crown.

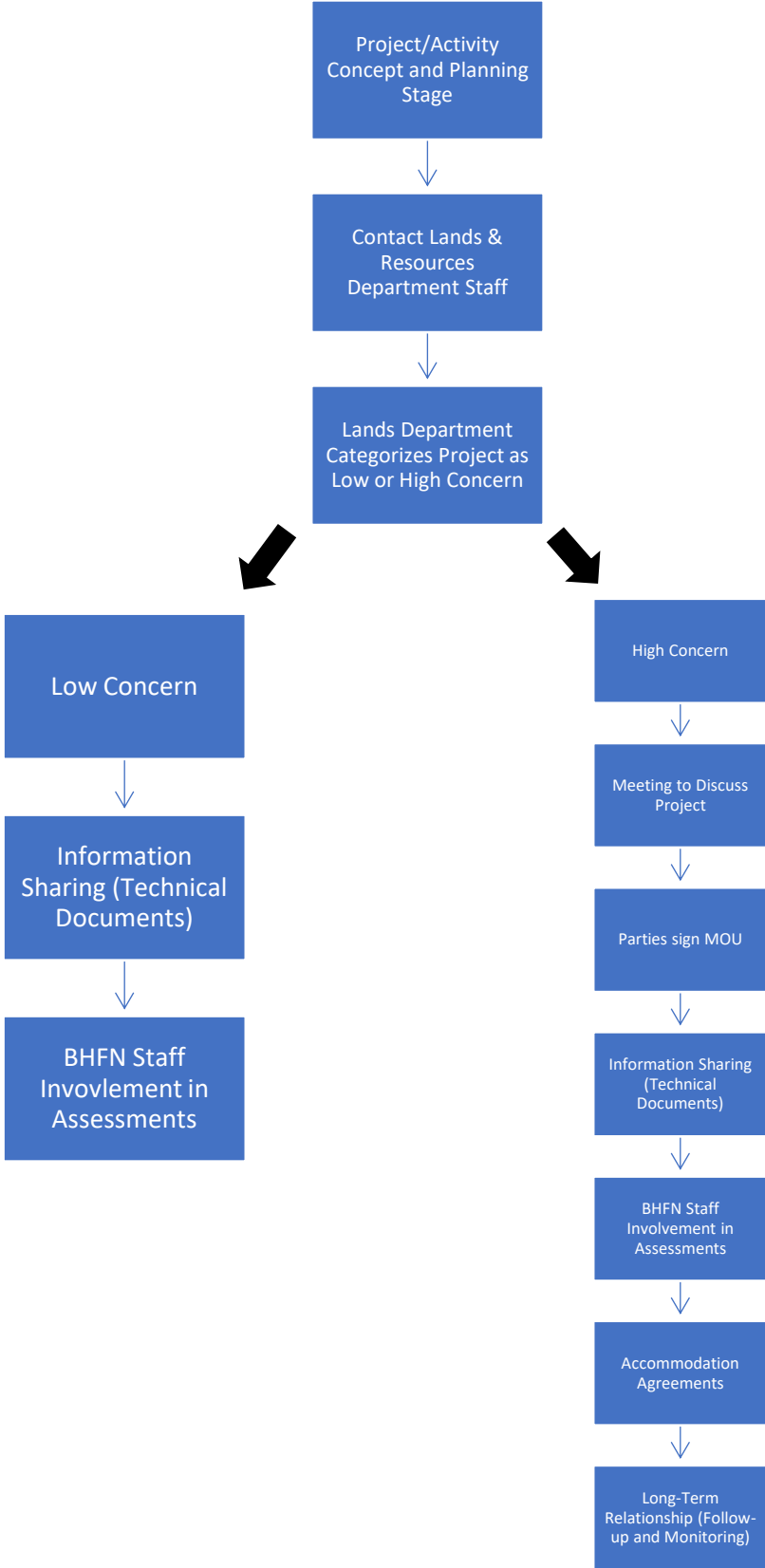
While the legal duty to consult rests with the Crown, the Crown may delegate certain procedural aspects of consultation to third parties engaged in development activities that require government authorization and may impact constitutionally protected Aboriginal Rights. Third parties or Proponents, must recognize the government to government relationship between Indigenous Peoples and the Crown. First Nations may not be treated as just another interest group.

BHFN asserts that, at a minimum, our inherent and Aboriginal Rights include the following:

- the fundamental right to self-determination;
- the right to continue to be a distinct people living within our Territory;
- the right to be stewards of our Territory;
- the right to be meaningfully involved in decisions that will affect our Territory so that we can protect Mother Earth and our way of life for many generations to come;
- the right to preserve our heritage and maintain our culture, language, and way of life;
- the right to harvest for sustenance, cultural, and livelihood purposes;
- the right to be sustained by our lands, waters, and resources;
- the right to the exclusive use and occupation of our reserve lands, once established; and
- the right to the continued use of our Territory in its entirety.

⁴ *Haida Nation v British Columbia (Minister of Forests)*, 2004 SCC 73. Also see *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44, [2014] 7 WWR 633.

Beaverhouse First Nation’s Consultation Process Flow Chart



Beaverhouse First Nation's Consultation Process

Consultation shall be initiated at the earliest stage of any licensing or approval process or legislative development process and continue through to the final decision-making phase, and in some cases, beyond. The following process will, generally, be followed unless BHFN agrees to an alternative process, to be determined on a case by case basis.

Step One: Contact the Lands and Resources Department

The Crown, municipality, or Proponent will send written notification (Notice of the Project, Appendix C) of a Project to the BHFN Lands Department. Notifications that are sent via email and/or registered mail, are received and reviewed by the Mining and Minerals Coordinator or the Lands and Resources Coordinator and Lands and Resources Manager.

The Notification of the Project shall contain, to the extent reasonably available:

- a description of the Project;
- where applicable, a map of the Project, identifying the location of the Project in relation to BHFN community and/or reserve lands, when established;
- any technical or other reports, information, or studies prepared or provided in connection with the Project, including, but not limited to, KML and KMZ files;
- any initial assessment of identified potential impacts or effects of the Project by the Crown, municipality, or Proponent;
- contact information for the ministry, department, or other group, organization, or Proponent responsible for the Project;
- timelines for the Project, including the identification of key milestones, description of the regulatory framework, decision-points, and approvals related to the Project, including guidelines and policies being relied on; and
- a copy of any preliminary assessment or other analysis of the potential impacts on BHFN's rights, title, claims, or interests prepared by the Crown, municipality, or Proponent.

Important Note Regarding Notification and Engagement:

- The standard "public comment period" and other timing windows do not apply to BHFN.
- BHFN is not the public, or a stakeholder. BHFN is a First Nations Rights Holder and government, with whom you should engage with in the same way you would any other government or regulatory agency.
- Inviting BHFN to "public meetings" is not sufficient to be considered engagement or consultation.

The Notice of the Project shall be provided as soon as reasonably possible, and in all cases sufficiently in advance of a final decision so that BHFN can have a meaningful opportunity to review any documentation and be provided with information.

For greater clarity, the imperative of providing early notice, as soon as reasonably possible, takes precedence over providing the Notice containing all information identified above, and it is contemplated by the parties that additional or supplementary information will be exchanged between them throughout the consultation process.

The Lands Department, on behalf of BHFN, will respond to acknowledge receipt of the Notice within 30 days (Appendix D). This response is not intended, nor should be construed as, an indication as to the sufficiency of information or a conclusion of the consultation process.

The Lands Department will be the primary point of contact between BHFN and the Crown, municipality, or Proponent on all matters concerning this Protocol.

Step Two: BHFN Assessment of the Project

Upon receiving the Notice of the Project, the Lands Department staff, in consultation with the Lands and Resources Manager and the Councillor responsible for the Lands and Resources Portfolio, will undertake an assessment of the Project and categorize it as either “Low Concern” or “High Concern.”

A Low Concern Project: as determined by the Lands Department, means a Project of a routine or inconsequential nature that is unlikely to have an impact on the Aboriginal Rights, Title, and claims of BHFN.

A High Concern Project: as determined by the Lands Department, means a Project other than a Low Concern Project.

Within 30 days from the date acknowledging its receipt of the Notice referred to in Step One, the Lands Department will communicate the results of its assessment (Notice of Assessment, found in Appendix E1 or E2), of the Project and its requirements for next steps based on its assessment.

The Crown, municipality, or Proponent must respond to the Notice of Assessment by signing the release attached to the Notice of Assessment acknowledging that BHFN’s Field Liaison Workers (“FLRs”), or their designate, will have the ability to be on site at all times during the pre-operation stages of the Project, and to document evidence of spills or damage to the environment, as may be required.

For all High Concern Projects, a meeting between the Lands Department and the Crown or Proponent will occur no later than 15 days following the Lands Department providing notice of its assessment, where the parties will:

- discuss the Project, and the sufficiency of the information provided to the Lands Department in the Notice;

- discuss BHFN’s history, its rights, title, claims, and interests that may be impacted by the Project (a fact sheet outlining some of this information may be sent as well, as found at Appendix F);
- discuss BHFN’s traditional knowledge, laws, values, and stewardship obligations, and how these can be considered and respected as part of the Project design, conditions, or approvals;
- identify any gaps in information and identify a process to address those gaps, including by considering whether additional studies, environmental assessment criteria, monitoring, or other investigations are required;
- discuss any capacity needs of BHFN and identify a plan to meet those needs, including by engaging with Proponents involved in the Project, federal or provincial departments, and agencies;
- discuss the timeline for the Project and approvals by Canada and/or Ontario related to it, in light of the need for BHFN to engage with its members; and
- sign a Memorandum of Understanding acknowledging that both parties have read and will follow this Protocol (Appendix G).

BHFN will communicate its decision regarding the Project to the Crown, municipalities, or Proponent in writing. However, at no time will a failure by BHFN to respond, or to respond within a timeline requested by the Crown, municipality, or Proponent, be deemed as declining the request or declining consultation.

Where any Project has the potential to impact BHFN’s Aboriginal Title or land claim, the Project will be deemed a High Concern Project

Step Three: Information Sharing and Meeting (Pre-Consultation)

Within a reasonable time following the Notice of a Project, the Crown, municipality, or Proponent shall provide a comprehensive information package, supplemented as required throughout the process, containing relevant information and material facts sufficient to enable BHFN to prepare a response to the matters in issue and engage in substantive consultation.

For all Low Concern Projects, a meeting between the Lands Department and the Crown, municipality, or Proponent may be necessary and will occur at the request of either party to discuss the application of this Protocol. The parties will consider opportunities to invite the Crown, municipalities, Proponents, companies, or other organizations involved in the Project to participate in such meetings, as appropriate.

Low Concern

BHFN must receive all documents for review, including relevant shapefiles. Technical documents should be provided in both electronic and hard-copy form.

BHFN will provide information regarding BHFN's history and culture, BHFN staff involvement in archaeological and/or environmental assessments, any additional assessments required (e.g., medicinal/culturally significant plants, etc.), and other information, as requested.

High Concern

BHFN must receive all documents for review, including relevant shapefiles. Technical documents should be provided in both electronic and hard-copy form.

The Crown, municipality, or Proponent and BHFN must arrange an initial meeting to discuss the Project. BHFN must receive all pertinent documents, and further documents as requested, during an initial meeting.

BHFN will provide information regarding BHFN's history and culture, BHFN staff involvement in archaeological and/or environmental assessments, any additional assessments required (e.g., medicinal/culturally significant plants, etc.), and other information, as requested.

BHFN shall be provided a reasonable period of time to consider the matter under consultation and the issues raised, having regard to:

- the nature and complexity of the matter to be decided;
- BHFN's need to fully, properly, and meaningfully consult and engage with members, including consultation with Knowledge Keepers;
- the need for BHFN to undertake research or other specialized studies or assessments;
- BHFN's need to obtain specialized, expert, professional, or technical advice; and
- deliberations by Chief and Council following community consultations and engagement.

More specifically, the Crown, municipality, or Proponent should provide sufficient information to allow BHFN to:

- understand the nature and scope of the proposed Project;
- be informed of the timing of the proposed decision or activity;
- understand the geographic area, communities, resources or activities affected by the proposed decision or activity;
- understand how the proposed Project may affect BHFN's Territory, including but not limited to the environmental (including cumulative effects), socio-economic, socio-

cultural, and archaeological impacts of the Project, especially resource development, forestry, energy, waste disposal, and nuclear waste storage or disposal projects;

- understand who will be undertaking the Project;
- be advised of all pertinent addresses and phone numbers for contacting the relevant decision maker;
- be advised who will be making the final decision for the Crown;
- understand what collateral or related processes or approvals are being undertaken by the Crown, municipality, or Proponent in relation to the proposed Project, such as any federal or provincial impact or environmental assessment processes underway or which are anticipated to be underway;
- be advised of what documents, including applications, studies, assessments, and policies are available to be reviewed that are pertinent to the proposed Project;
- be advised of what other relevant information the Crown, municipality, or Proponent may possess relating to the proposed Project; and
- be advised of any relevant deadlines or filing dates.

Where necessary, the negotiation of a process or consultation and engagement agreement setting out the process, schedule, and funding for consultation about the potential impacts on BHFN's inherent and Aboriginal Rights and Title, and participation in the environmental assessment or other regulatory processes and negotiations of accommodation measures may take place at the agreement of the parties, where a benefits agreement is not otherwise directly negotiated.

Step Four: Engagement and Consultation

The Crown, municipality, and/or Proponent will consult with BHFN on any Project within its Territory. Where any Project has the potential to impact BHFN's Aboriginal Title or land claim, as noted above, the Project will be deemed a High Concern Project.

Given the unique considerations that are involved in BHFN's Aboriginal Title and land claim, where requested by BHFN, the Crowns will participate in consultation processes when impacts may result to BHFN's asserted title rights, claims, and interests, even where consultation or engagement is being undertaken primarily by a Proponent or other third party.

Low Concern

For Low Concern Projects, the following process will generally be followed:

- The Crown, municipality, or Proponent and the BHFN Lands Department will engage in dialogue regarding an agreement/contract for BHFN staff involvement in archaeological and/or environmental assessment work, and the Crown, municipalities, or Proponents' involvement in other studies such as, but not limited to, Traditional Knowledge

assessments, cultural impact assessments, medicinal/culturally significant plant assessments, and environmental monitoring.⁵

- BHFN staff participate in archaeological and/or environmental assessment.
- The Lands Department and BHFN leadership discuss the Project, potential impacts, and concerns and determine the most appropriate path forward.
- Proponent may be asked to hold a minimum of one community “open-house” to provide community members an opportunity to learn, and ask questions, about the Project.
- The Crown, municipality, or Proponent and BHFN engage in meetings/dialogue with the Lands Department, and BHFN leadership, as required, to discuss and resolve issues and concerns arising from technical reviews and/or BHFN staff feedback.
- BHFN staff and BHFN Knowledge Keepers undertake medicinal/culturally significant plant assessment (where appropriate).

Additional technical reviews may be required based on potential impacts or concerns that arise from BHFN staff participation or further review by the Lands Department.

High Concern

For High Concern Projects, the following process will generally be followed:

- The Lands Department prepares an initial work plan and budget for consultation and accommodation in respect of the Project (e.g. whether BHFN 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, etc.). This will be based on the information provided by the Crown, municipality, or Proponent. BHFN staff involvement in archaeological and/or environmental assessment work, technical reviews, legal involvement, and/or leadership involvement in Project review.
- Crown, municipality, or Proponent and BHFN discuss the work plan and come to a mutually agreed upon process, plan, budget, and agreement/contract regarding BHFN staff involvement.

The work plan will generally include:

- a. *provision of all required information to BHFN representative(s)*: what information and when it will be provided;
- b. *collection of required information from BHFN*: what information (such as nature and extent of the exercise of affected inherent and Aboriginal Rights, and how such inherent and Aboriginal Rights, the environment, or health of BHFN or its members, might be

⁵ The Crowns, municipalities, and/or Proponents’ involvement in these studies will likely be limited to financial support. Where additional supports are required, BHFN will include these aspects in the dialogue to be held regarding an agreement/contract between the parties.

impacted by the Project), when it will be collected, and provided to the Crown, municipality, or Proponent;

- c. *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 studies, review of information and other relevant documentation, preparation of a report, etc.; when each step in the work will be completed, etc.;
- d. *legal analysis or input (if required)*: nature of the work, including assisting BHFN in the consultation and negotiation process, evaluation of information, and other relevant documentation as to the implications of the Project on BHFN's Rights, and preparation of legal memoranda regarding the same; when each step in the work will be completed;
- e. *consultation and negotiation meetings*: their locations, participants, purposes or goals, and timing;
- f. work to be accomplished between each consultation and negotiation session and recommendations and expectations, including collection and provision of information, expert and legal analysis, and input;
- g. *internal community consultation*: what is required, which might include community meetings, development and dissemination of material to community members, staff, and administrative work; when this work will be completed, etc.;
- h. negotiating a Memorandum of Understanding ("MOU"), Long-Term Relationship Agreement ("LTRA"), or other type of agreement with the Crown, municipality, or Proponent, where desired; and
- i. ratification of any MOUs, LTRAs, or other type of agreement by the BHFN community (if required, including community processes, when each step in such processes will be completed, etc.

The associated budget will generally include:

- a. expenses to collect, copy, and disseminate information;
- b. expert fees and expenses, where required;
- c. legal fees and expenses, where required;
- d. fees or honouraria and expenses for BHFN leadership and representatives;
- e. meeting costs, to book rooms and provide refreshments, snacks, meals, etc.;

- f. internal community consultation costs, such as booking meeting rooms, refreshments, snacks, and meals, for meetings, creating, copying and disseminating written information packages, administrative, and staff work;
- g. travel costs, where required; and
- h. other items included within the work plan not otherwise indicated above.

Step Five: Accommodation and Agreement(s)

The Crown, municipality, or Proponent will work with BHFN to negotiate appropriate accommodations, agreements, or interim protection measures for a Project. The Crown, municipality, or Proponent and BHFN will negotiate an appropriate accommodation, agreement, or interim protection measure that:

- will be informed by the historical context, including any cumulative effects, and the present realities of BHFN and the Project taking place in BHFN’s Territory;
- will be based on BHFN’s inherent and Aboriginal Rights and interests, technical reviews, and BHFN staff feedback;
- acknowledges the perspective of BHFN on the nature, scope, and extent of its rights, and the impact to those rights will be considered in designing a successful accommodation or interim protection measure;
- undertakes the negotiations with an open mind, seeking creative and innovative solutions to resolving concerns and minimizing impacts; and
- considers cultural, environmental, or economic interests or agreements, as well as a role for BHFN in decision-making in the Project.

Low Concern

Accommodation or additional agreement(s) may be required based on project outcomes and/or BHFN staff involvement and feedback regarding potential impacts or concerns about the Project.

High Concern

For all High Concern Projects, the Crown, municipality, or Proponent and BHFN will meet within 60 days of the date of the meeting referred to in Step Two, and ongoing, as necessary, to discuss potential accommodation, agreements, or interim protection measures, including:

- environmental assessments, impact assessments, environmental monitoring, and requirements of BHFN involvement in any environmental study, plan, or assessment processes;
- archaeological monitoring by BHFN, including through the participation of its staff;

- changes to the timing or location of Project activities to minimize impacts on BHFN’s Territory, and its rights or interests or exercise of the same;
- any studies, assessments, or technical reviews that may be required to collect additional information about potential impacts, environmental, or other concerns;
- changes to the Project or any conditions that would be required as part of any approval related to the Project;
- any opportunities for BHFN participation in the Project, including through employment opportunities, partnerships, or long term relationship agreements; and
- other appropriate accommodation, agreements, or protection measures that may be necessary.

For greater clarity, accommodations may include, but are not limited to, amendments to the Project plans to address rights, impacts, and concerns (e.g. timelines, assessments, mitigations); capacity funding; community benefits; revenue sharing; partnerships; and other project and impact specific accommodations.

The Crown, municipality, or Proponent and BHFN will finalize and sign the agreement based on the accommodation discussions.

Step Six: Long Term Relationship

The Crown, municipality, or Proponent and BHFN will work together to achieve, as a shared goal of the consultation process, a mutually satisfactory outcome that addresses BHFN’s inherent and Aboriginal Rights, Title, claims, and interests in a way that allows decisions and projects to proceed efficiently and with minimal impacts to BHFN and its Territory. To advance this shared goal, no final decisions with respect to a Project will be made until the Crown, municipality, or Proponent and BHFN have made best efforts at reaching a mutually satisfactory outcome. The parties will consider opportunities for relationship building agreements and ways for BHFN to be involved in follow-up, ongoing monitoring, and review of Projects, as possible.

High Concern

The Crown, municipality, or Proponent and BHFN will ratify a long- term relationship agreement, which may include terms that continue to include BHFN in the Project, including involvement of BHFN staff in follow-up or on-going monitoring programs and updated technical reports, as required. BHFN expects to come to reasonable agreements with the Crown, municipality, or Proponent regarding accommodation.

Project Hierarchy

The below table provides examples of projects categorized as “low concern” and “high concern” and the activities and actions that may be required in order to fulfill the duty to consult with BHFN and the Lands Department. This list is not exhaustive.

	Example Projects	Action / Activity
Low Concern Projects	<ul style="list-style-type: none"> • Road repair • Culvert replacement • By-law allowances • Land severance 	<ul style="list-style-type: none"> • Crown, municipality, or Proponent to follow-up with the Lands Department with technical reports • Crown, municipality, or Proponent and the Lands Department come to an agreement for BHFN staff involvement in project assessments
High Concern Projects	<ul style="list-style-type: none"> • Resource Extraction (mining, forestry) • Pipelines (oil, natural gas) • Aggregate Extraction • Residential Developments • Permits to Take Water • Nuclear Generating Station • Waterfront/Shoreline Development • In-Water Work • Renewable Energy Projects (turbines, solar farms) • Hydro Development (hydro corridors, dams, lines) • Transportation Infrastructure (Rail, Roads) • Nuclear waste storage or disposal • Energy projects • Transmission lines 	<ul style="list-style-type: none"> • Crown, municipality, or Proponent to arrange an in person meeting with the Lands Department • Crown, municipality, or Proponent and the Lands Department to share information • Crown, municipality, or Proponent and the Lands Department develop and agree to a work plan and budget • Crown, municipality, or Proponent and the Lands Department come to an agreement for BHFN staff involvement in project assessments • The Lands Department reviews technical documents • Crown, municipality, or Proponent and the Lands Department dialogue on technical document review (issues, concerns, resolution) • BHFN staff involvement in project assessments • Crown or Proponent and BHFN come to an

		Accommodation Agreement(s) <ul style="list-style-type: none"> • Crown, municipality, or Proponent and BHFN come to a Long Term Relationship Agreement
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Please direct all inquiries and project notifications to the Lands and Resources Department Mining and Minerals Coordinator or the Lands and Resources Coordinator at:

Beaverhouse First Nation
 26 Station Road North, P.O. Box 1022
 Kirkland Lake, Ontario. P2N 3L1
 Tel: 705-304-0500
 Email: miningcoordinator@beaverhousefn.com; landscordinator@beaverhousefn.com

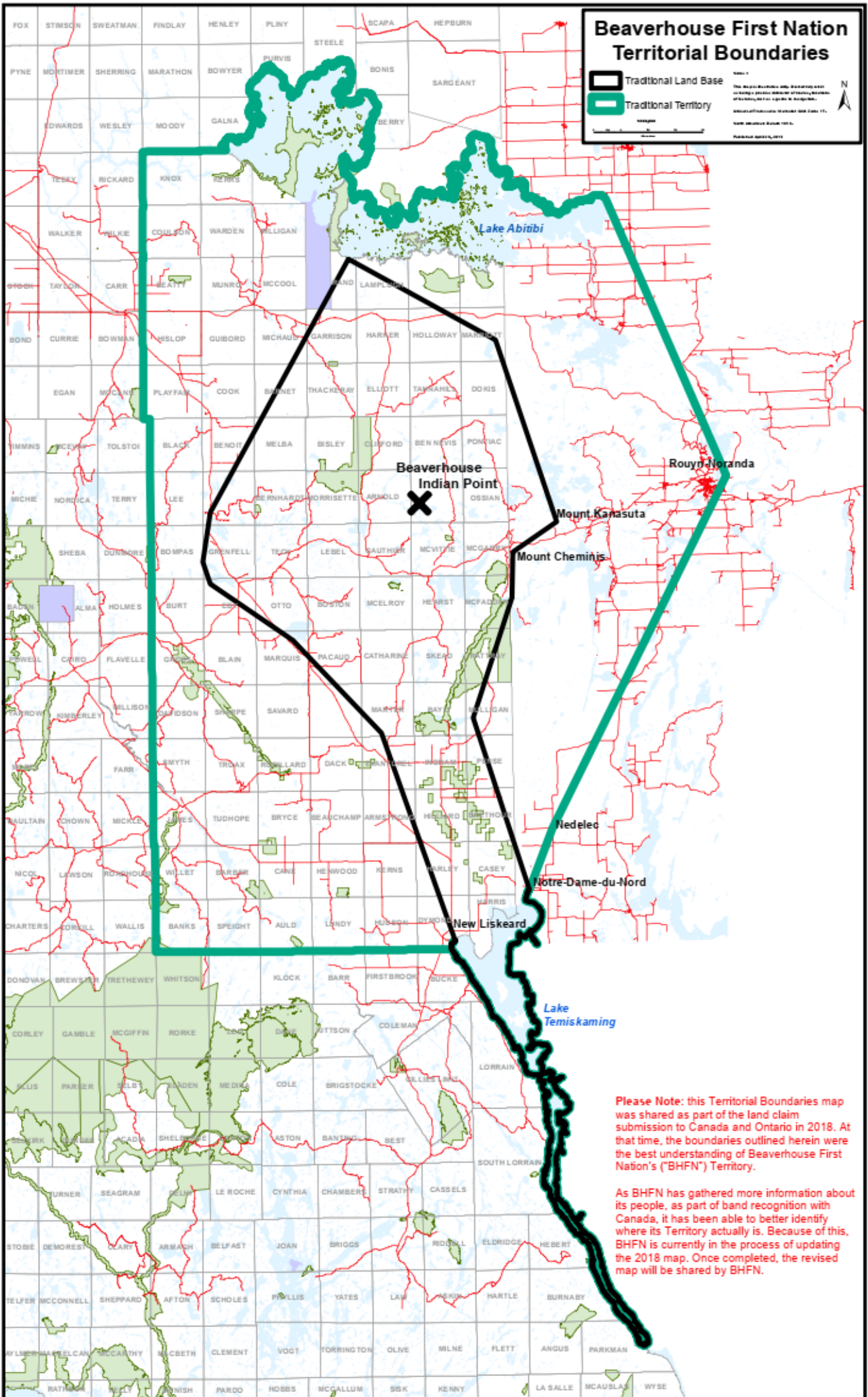
With a copy to:

Lands and Resources Manager, Beaverhouse First Nation
 26 Station Road North, P.O. Box 1022
 Kirkland Lake, Ontario. P2N 3L1
 Tel: 705-304-0500
 Fax: 705-617-9900
 Email: landsmanager@beaverhousefn.com

Failure to respect the Aboriginal Rights and Title of Beaverhouse First Nation by non-compliance with this Protocol will result in high level political and regulatory intervention by the Chief and Council of Beaverhouse First Nation, and legal action, if required.

This Protocol is subject to revision and further development, determinable by Council, and reflecting, as needed, the consent of Beaverhouse First Nation members.

Appendix A: Map of BHFN Territory



Appendix B: Capacity Funding Guidelines

The Crown, municipality, or Proponent and BHFN recognize that BHFN and the Lands and Resources Department (the “Lands Department”), will require fair and reasonable financial capacity for their effective participation in the implementation of the Beaverhouse First Nation Consultation and Accommodation Protocol (the “Protocol”) and will endeavour to ensure that sufficient funding is made available.

As it relates to the Crown, contribution funding, as determined by the Crown, will be paid to BHFN, to support the activities of the Lands Department, as related to this Protocol. Such funding will be provided based on an annual budget and work plan, submitted by BHFN and subject to annual appropriation by Canada and/or Ontario. Any dollars provided by the Crown, as it relates to this Protocol will not affect, nor be effected by, any other funding agreements between the Crown and BHFN.

Notwithstanding the above, each federal or provincial department or agency involved in consultation with BHFN conducted under this Protocol, will examine the requirements in connection with consultation relating to proposed Projects and, where appropriate, determine whether and how to fund the needs specific to the consultation and accommodation process.

Where the Proponent is consulting with BHFN under direction from the Crown, the Crown will ensure that the Proponent covers such costs.

If, in the opinion of the Crown, municipality, or Proponent, elements of the work plan and budget are not reasonable, they must send to the Lands Department Mining and Minerals Coordinator and Lands and Resources Coordinator, their proposed changes and reasons for the same, before taking any other steps in the consultation or negotiation process.

Partnership in Completing Environmental and Archaeological Work

Providing capacity funding for our staff to represent BHFN on the ground is essential to BHFN’s consultation and accommodation process. The Lands Department is compensated at a standard rate of \$75.00 per hour, plus mileage, and per diem at federal treasury board annual rates, for each staff member the Lands Department deploys.

Independent Review of Technical Materials

In some cases, the Lands Department may require technical documents be reviewed by independent reviewers, either appropriate staff members, or external consultants, in order to ensure that all of the technical and assessment documents related to environment, hydrogeology, engineering, and archaeology, among others, address the concerns and meet the standards of BHFN. We expect to engage in dialogue with the Crown, municipality, or Proponent regarding any concerns that arise from the document review.

Consultant and legal rates will vary depending on the scope and purpose of the review. BHFN internal rates are \$150 per hour for staff and \$300 per hour for the Band Manager.

Appendix C: Notice of Project
(Written Notification of a Project by the Crown, municipality, or Proponent)

Notice of Project Within Beaverhouse Territory

Step One: Contact the Lands and Resources Department

- Project Description:

- Map Depicting Project Location in Relation to Beaverhouse First Nation Community, Reserve Lands, and/or Territory, if available (*Attach as separate document*)

- Technical or Other Reports, Information and/or Studies in connection with *The Project* (*list and attach as separate document(s)*):

- Initial Assessment of Identified Potential Impacts/Effects of *The Project* by the Proponent, municipality and/or the Crown:

- Contact Information for the Ministry, Department, or Other Group, Organization or Proponent responsible for the Project:

- Project Timelines, including Key Milestones, Description of Regulatory Framework, Decision-points, Approvals, Guidelines and Policies being Relied upon Related to *The Project*:

- A copy of any Preliminary Assessment or Other Analysis of the Potential Impacts on Beaverhouse First Nation's Rights, Title, Claims or Interests Prepared by the Crown, municipality, or Proponent:

**Report specific to concern(s) required when an Environmental Concern is identified

Appendix D: Notice of Acknowledgement



Beaverhouse First Nation

26 Station Road North, P.O. 1022
Kirkland Lake, ON P2N3L1

Tel: 705-567-2022; Fax: 705-572-0116
Email: reception@beaverhousefn.com

DATE

Sent by Email: **email address**

Contact Name
Proponent Name
Address

Dear *Contact Name*:

Re: Beaverhouse First Nation (“BHFN”) – Notice of Acknowledgement

Beaverhouse First Nation’s Lands and Resources Department (the “Lands Department”) is sending this letter to **Proponent Name**, to acknowledge receipt of your Notice of Project within Beaverhouse First Nation’s Territory.

We are in the process of completing an assessment of the proposed Project, as outlined in BHFN’s Consultation and Accommodation Protocol,⁶ to determine whether the Project is of Low or High Concern.

Within thirty (30) days from the date of this Notice of Acknowledgement, BHFN’s Lands Department will communicate the results of the assessment of the Project to you, in the form of a Notice of Assessment, as well as outline requirements for next steps. Please note that this response is not intended, nor to be construed as, an indication as to the sufficiency of information provided and is not intended as the conclusion of the consultation and accommodation process.

BHFN thanks **Proponent Name** for submitting your Notice of Project.

Miigwetch,

NAME, Lands and Resources Manager
Beaverhouse First Nation

cc: **[ADD ANY COPIES YOU SEE FIT FOR BHFN OR THE CROWN/PROPONENT]**

⁶ Beaverhouse First Nation, Consultation and Accommodation Protocol, online: <<https://beaverhousefn.com/lands-and-resources-department/consultation-and-accommodation-protocol/>>.

Appendix E1: Notice of Assessment, Low Concern



Beaverhouse First Nation

26 Station Road North, P.O. 1022
Kirkland Lake, ON P2N3L1

Tel: 705-567-2022; Fax: 705-572-0116
Email: reception@beaverhousefn.com

DATE

*Sent by Email: **email address***

Contact Name
Proponent Name
Address

Dear **Contact Name**:

Re: Beaverhouse First Nation (“BHFN”) – Notice of Assessment, Low Concern

After undertaking an assessment of the Project proposed by **Proponent Name**, as outlined in the Notice of Acknowledgement, dated **DATE**, BHFN’s Lands and Resources Department (the “Lands Department”) has determined your project to be of **Low Concern**.

BHFN invites you to our office at **26 Station Road North, Kirkland Lake Ontario**, to engage in discussions surrounding the Project and BHFN’s processes required through our Consultation and Accommodation Protocol, as it relates to Low Concern Projects.

By way of next steps:

- BHFN must receive all documents for review, including relevant shapefiles from **Proponent’s Name**. Technical documents should be provided in both electronic and hard-copy format.
- BHFN will provide **Proponent’s Name** with information regarding BHFN’s history and culture, as well as provide you with information regarding BHFN’s staff involvement in archeological and/or environmental assessments, additional assessments that may be required (e.g: medicinal, culturally significant plants, etc.) and other information, as requested/required.
- BHFN must receive the attached release form signed by a representative of **Proponent’s Name** who has signing authority on behalf of **Proponent’s Name**, within thirty (30) days of receiving this letter.

The following process will generally be followed for Low Concern Projects:

- The Crown, municipality, or Proponent and BHFN’s Lands Department will engage in dialogue regarding an agreement for BHFN staff involvement in archeological and/or
- environmental assessment work, and the Crown, municipality, or Proponents’ involvement in other studies such as, but not limited to, Traditional Knowledge assessments, cultural impact

assessments, medicinal/culturally significant plant assessments, and environmental monitoring.

- BHFN staff participate in archeological and/or environmental assessment.
- The Lands Department discuss the Project, potential impacts, and concerns, and will determine the most appropriate path forward.
- Proponents may be asked to hold a minimum of one community “open-house” to provide community members an opportunity to learn, and ask questions about the Project.
- The Crown, municipality, or Proponent will engage in meetings/dialogue with the Lands Department, to discuss and resolve issues and concerns arising from technical reviews and/or BHFN staff feedback.
- BHFN staff and Knowledge Keepers will undertake medicinal/culturally significant plant assessment (where appropriate).

Additional technical reviews may be required based on potential impacts or concerns that arise from BHFN staff participation and further review by the Lands and Resources Department.

Accommodation or additional agreement(s) may be required based on Project outcomes and/or BHFN staff involvement and feedback regarding potential impacts or concerns about the Project.

Reassessment of the Project may be required pending changes to the scope of the Project. Please refer to BHFN’s Consultation and Accommodation Protocol⁷ to better understand BHFN’s processes regarding Low Concern Projects.

If you have any questions regarding the information stated above, or would like to schedule a meeting with BHFN’s Lands Department, please contact the **Mining and Minerals Coordinator or the Lands Coordinator [pick the one that is overseeing the Project]** at: (705)-304-0500 Ext: 402 or miningcoordinator@beaverhousefn.com or landscordinator@beaverhousefn.com **[pick the one that is overseeing the Project]**.

BHFN looks forward to hearing from you to further discuss the Project.

Miigwetch,

NAME, Lands and Resources Manager
Beaverhouse First Nation

cc: **[ADD ANY COPIES YOU SEE FIT FOR BHFN OR THE CROWN/PROPONENT]**

⁷ Beaverhouse First Nation, Consultation and Accommodation Protocol, online: <<https://beaverhousefn.com/lands-and-resources-department/consultation-and-accommodation-protocol/>>.

SCHEDULE 1
Release

In consideration of the benefits of undertaking the **[NAME OF THE PROJECT]** Project on Beaverhouse First Nation Territory, **[CROWN/MUNICIPALITY/PROPONENT]** forever holds harmless, releases, and discharges Beaverhouse First Nation (“BHFN”) and any of its representatives, including its Council, employees, inclusive of its Field Liaison Representatives (“FLRs”), agents, successors, and assigns, from, and will not assert, any liability or bring any claim, demand, or cause of action that the **[CROWN/MUNICIPALITY/PROPONENT]**, its ministers, officials, servants, directors, shareholders (amend this as needed to reflect Crown or Proponent), employees, agents, successors, and assigns, may ever have had, may now have, or may in the future have, against BHFN and any of its representatives, including its Council, employees, inclusive of its FLRs, agents, successors, and assigns, with respect to any and all claims and/or damages **[CROWN/MUNICIPALITY/PROPONENT]** may have against BHFN in relation to violating any confidentiality of **[CROWN/MUNICIPALITY/PROPONENT]**, as it relates to the photographing or recording, for the purposes of evidence, spills or damage to the environment caused by the **[NAME OF THE PROJECT]**, while BHFN and any of its representatives, including its Council, employees, inclusive of its FLRs, agents, successors, and assigns are acting in good faith and in accordance with the BHFN Consultation and Accommodation Protocol (the “Protocol”).

This release does not release **[CROWN/MUNICIPALITY/PROPONENT]** from any other obligation owed to BHFN as set out in the Protocol, nor any provincial, federal, or BHFN law or policy. For greater certainty, no current or future federal or provincial legislation can reduce the obligations the Crown or proponents have to BHFN as it relates to any project or activity in BHFN’s Territory, or which might affect BHFN’s inherent or Aboriginal Rights or Title, and this release does not release the **[CROWN/MUNICIPALITY/PROPONENT]** from obligations owed to BHFN as set out in the Protocol, any BHFN law, policy, common law, or any provincial or federal legislation.

NAME,
Representative of **[CROWN/MUNICIPALITY/PROPONENT]**

WITNESS NAME

Appendix E2: Notice of Assessment, High Concern



Beaverhouse First Nation

26 Station Road North, P.O. 1022
Kirkland Lake, ON P2N3L1

Tel: 705-567-2022; Fax: 705-572-0116
Email: reception@beaverhousefn.com

DATE

Sent by Email: **email address**

Contact Name
Proponent Name
Address

Dear **Contact Name**:

Re: Beaverhouse First Nation (“BHFN”) – Notice of Assessment, High Concern

After undertaking an assessment of the Project proposed by **Proponent Name**, as outlined in the Notice of Acknowledgement, dated **DATE**, BHFN’s Lands and Resources Department (the “Lands Department”) has determined your project to be of **High Concern**, as it is likely to have a significant impact on the Aboriginal Rights, Title, and Territory of BHFN.

As per the BHFN Consultation and Accommodation Protocol, for all High Concern Projects, a meeting between the Lands Department and **Proponent Name** will need to occur no later than fifteen (15) days following the date of this Notice of Assessment, where the parties will:

- Discuss the Project, and the sufficiency of the information provided to the Lands a Department in the Notice of the Project;
- Discuss BHFN’s history, its rights, title, territory, and interests that may be impacted by the Project;
- Discuss BHFN’s traditional knowledge (as may be applicable), laws, values, and stewardship obligations, and how these can be considered and respected as part of the Project design, conditions, or approvals;
- Identify any gaps in information and identify a process to address those gaps, including by considering whether additional studies, environmental assessment criteria, monitoring, or other investigations are required;
- Discuss any capacity needs of BHFN and identify a plan to meet those needs, including by engaging with the Proponents involved in the Project, federal or provincial departments, and agencies; and
- Discuss the timeline for the Project and approvals by Canada and/or Ontario, as related to it, in light of the need for BHFN to engage with its members and any experts or consultants.

Following the meeting, BHFN will communicate its decision regarding the Project to **Proponent Name** in writing. However, at no time will a failure by BHFN to respond, or to respond within a timeline requested by the Crown or Proponent, be deemed as declining the request or declining consultation.

In addition to meeting with **Proponent's Name** to discuss **Project Name**, BHFN must receive the attached release form signed by a representative of **Proponent's Name** who has signing authority on behalf of **Proponent's Name**, within thirty (30) days of receiving this letter.

Please refer to BHFN's Consultation and Accommodation Protocol⁸ for more information on High Concern Projects.

If you have any questions regarding the information stated above, or would like to schedule a meeting with BHFN's Lands Department, please contact the **Mining and Minerals Coordinator or the Lands Coordinator [pick the one that is overseeing the Project]** at: (705)-304-0500 Ext: 402 or **miningcoordinator@beaverhousefn.com or landscordinator@beaverhousefn.com [pick the one that is overseeing the Project].**

BHFN looks forward to hearing from you to further discuss the Project.

Miigwetch,

NAME, Lands and Resources Manager
Beaverhouse First Nation

cc: **[ADD ANY COPIES YOU SEE FIT FOR BHFN OR THE CROWN/PROPONENT]**

⁸ Beaverhouse First Nation, Consultation and Accommodation Protocol, online: <<https://beaverhousefn.com/lands-and-resources-department/consultation-and-accommodation-protocol/>>.

SCHEDULE 1
Release

In consideration of the benefits of undertaking the **[NAME OF THE PROJECT]** Project on Beaverhouse First Nation Territory, **[CROWN/MUNICIPALITY/PROPONENT]** forever holds harmless, releases, and discharges Beaverhouse First Nation (“BHFN”) and any of its representatives, including its Council, employees, inclusive of its Field Liaison Representatives (“FLRs”), agents, successors, and assigns, from, and will not assert, any liability or bring any claim, demand, or cause of action that the **[CROWN/MUNICIPALITY/PROPONENT]**, its ministers, officials, servants, directors, shareholders (amend this as needed to reflect Crown or Proponent), employees, agents, successors, and assigns, may ever have had, may now have, or may in the future have, against BHFN and any of its representatives, including its Council, employees, inclusive of its FLRs, agents, successors, and assigns, with respect to any and all claims and/or damages **[CROWN/MUNICIPALITY/PROPONENT]** may have against BHFN in relation to violating any confidentiality of **[CROWN/MUNICIPALITY/PROPONENT]**, as it relates to the photographing or recording, for the purposes of evidence, spills or damage to the environment caused by the **[NAME OF THE PROJECT]**, while BHFN and any of its representatives, including its Council, employees, inclusive of its FLRs, agents, successors, and assigns are acting in good faith and in accordance with the BHFN Consultation and Accommodation Protocol (the “Protocol”).

This release does not release **[CROWN/MUNICIPALITY/PROPONENT]** from any other obligation owed to BHFN as set out in the Protocol, nor any provincial, federal, or BHFN law or policy. For greater certainty, no current or future federal or provincial legislation can reduce the obligations the Crown or proponents have to BHFN as it relates to any project or activity in BHFN’s Territory, or which might affect BHFN’s inherent or Aboriginal Rights or Title, and this release does not release the **[CROWN/MUNICIPALITY/PROPONENT]** from obligations owed to BHFN as set out in the Protocol, any BHFN law, policy, common law, or any provincial or federal legislation.

NAME,
Representative of **[CROWN/MUNICIPALITY/PROPONENT]**

WITNESS NAME

Appendix F: Fact Sheet on BHFN’s history, rights, title, territory, and interests that may be impacted by future Projects



Beaverhouse First Nation

26 Station Road North, P.O. 1022
Kirkland Lake, ON P2N3L1

Tel: 705-567-2022; Fax: 705-572-0116
Email: reception@beaverhousefn.com

FACT SHEET: Beaverhouse First Nation History, Rights, Title, Territory, and Interests

Who is Beaverhouse First Nation?

- BHFN is a group of Algonquin-Ojibwe people whose community is located near Kirkland Lake, Ontario.
- Our community-operated Band Office is located in Kirkland Lake.
- The Community is located on historic Indigenous travel routes between Lakes Timiskaming and Abitibi.
- Our traditional hunting grounds span both Ontario and Quebec, as well as both sides of the height of land separating the watersheds of James Bay and the Ottawa River.

What is our History?

- We have utilized our Territory for well over 300 years. From nomadic beginnings, we established a permanent settlement at the site of the present-day village, Misemakwish (Indian Point), at the juncture of three major waterways.
- Our village is located at the very centre of our Territory, which is only accessible by water or air. The site has been continually occupied since at least 1872.
- Our Territory within Ontario was included within the boundaries of Treaty 9 in 1906. We did not have a representative at Treaty signing, and so have not signed onto this or any other treaty.
- Our leadership is composed of a chief and councillors, who represent the community in all respects. We continue to be a self-governing people, defining our own political and legal structures.
- In 1990, we became a member of the Nishnawbe Aski Nation (“NAN”), the political-territorial organization for the portions of Ontario covered by Treaty 9 and Treaty 5. We are also a member of the Wabun Tribal Council, which is based in Timmins.

What is Beaverhouse First Nation’s Band Status and Treaty Reserve Claim?

- On July 5, 2018, Beaverhouse First Nation submitted a land claim (the “Claim”) to Canada and Ontario regarding our band status and lack of having a reserve under the Treaty. In the submission, Beaverhouse First Nation argues that the Crown failed to identify and treat

with the predecessors of the Beaverhouse First Nation, in negotiating and signing Treaty 9. Beaverhouse First Nation, and its predecessors, were a separate and distinct First Nation entitled to enter into Treaty in our own right.

- As such, Beaverhouse First Nation submits that it has never formally entered Treaty and surrendered its land to the Crown. Therefore, we still have Aboriginal title to the land and waters within our Territory: we are the owners of the land.
- On April 19, 2022, our Claim was accepted by Canada, who has now recognized BHFN as a First Nation collectivity having section 35 rights under the Canadian Constitution. BHFN is currently in exploratory discussions with Canada to find a resolution to the Claim, as well as is undertaking exploratory discussions around self-government.
- On October 24, 2022, we received a letter from Indigenous Services Canada (“ISC”) regarding our request to be recognized as a band under the *Indian Act*. The letter communicated, then, Minister Patty Hajdu’s approval for ISC representatives to formally engage with Beaverhouse First Nation on a path towards band recognition. Since this time, we have been working with ISC representatives to negotiate and draft an agreement that will see Beaverhouse First Nation recognized as an *Indian Act* band when approved by both parties; an agreement that was ratified (approved) by Beaverhouse First Nation members on June 7, 2025.

Who owes a Duty to Consult to Beaverhouse First Nation?

- The Crown owes Beaverhouse First Nation a **heightened duty to consult** as it relates to any projects that are planned to take place on our lands or waters because we retain, and have formally asserted, unextinguished Aboriginal Title to our lands.
- As Ontario delegates its duty to consult to proponents, it is the responsibility of proponents to meet with us early in the planning phases of a project so as to discuss how to work together to build our relationship based on harmony and balance between humans, animals, and the environment, while respecting the diversity and autonomy of the Beaverhouse First Nation people.

What is our consultation process?

- Beaverhouse First Nation believes that its people are given the responsibility as caretakers of Mother Earth. This responsibility, as it relates to our Territory has been, and continues to be, negatively impacted by resource development that continues to consume, pollute, and degrade our lands and waters.
- We are not opposed to development. However, Beaverhouse First Nation **must be involved** in development decision making from the beginning of a project through to its end.
- Our involvement early on in the planning and assessment process is required by case law, as well as our own laws, so that we can ensure that culturally specific sites (those of our

ancestors) are preserved and protected in a way that is of an appropriate standard to Beaverhouse First Nation.

- Beaverhouse First Nation needs to be involved in environmental assessments and environmental decision making, so as to ensure that a high standard of assessment is undertaken, that environmentally sustainable practices are being used, and proper consideration is given to any potential impact to the land, water, air, wildlife, and health of our people.
- We also need to be involved and considered in developing and promoting employment and capacity opportunities within our community.

Who do I contact if I have further questions or to begin conversations about a Project?

- You may contact the Mining and Minerals Coordinator or the Lands and Resources Coordinator at (705) 304-0500 x 402 or miningcoordinator@beaverhousefn.com or landscordinator@beaverhousefn.com.

**Appendix G: Memorandum of Understanding between BHFN and the Crown,
municipalities, or Proponents Regarding this Protocol**

**MEMORANDUM OF UNDERSTANDING ON CONSULTATION WITH
BEAVERHOUSE FIRST NATION REGARDING THE [NAME OF PROJECT]
PROJECT**

BETWEEN:

BEAVERHOUSE FIRST NATION,
as represented by [CHIEF'S NAME] (“BHFN”)

AND

[CROWN/MUNICIPALITY/PROPONENT NAME],
as represented by [NAME] ([“ACRONYM”])

hereafter referred to collectively as the “Parties” and individually, as a “Party”

WHEREAS Beaverhouse First Nation is a group of Algonquin-Ojibwe peoples whose community is located near Kirkland Lake, Ontario;

AND WHEREAS Beaverhouse First Nation’s community is located on historic Indigenous travel routes between Lakes Timiskaming and Abitibi;

AND WHEREAS Beaverhouse First Nation’s Territory spans both Ontario and Quebec, as well as both sides of the height of land separating the watersheds of James Bay and the Ottawa River;

AND WHEREAS Beaverhouse First Nation’s Territory contains a number of sites of cultural value, including sacred sites, gathering sites, heritage areas, harvesting areas, and structures;

AND WHEREAS Beaverhouse First Nation has always relied on the lands, waters, and resources of their Territory for their sustenance and livelihood;

AND WHEREAS Beaverhouse First Nation believes that its people have been given the responsibility to be caretakers of Mother Earth;

AND WHEREAS Beaverhouse First Nation has always exercised governance functions and stewardship in order to protect their Territory, conserve the fish and wildlife that they depend on, and ensure its ongoing ability to sustain Beaverhouse First Nation people;

AND WHEREAS Beaverhouse First Nation has not adhered to any treaty, and maintains Aboriginal Title in the lands and waters within its Territory;

AND WHEREAS Beaverhouse First Nation asserts that their Aboriginal Rights fundamentally entitle them to support themselves economically through the lands, waters, and resources of their Territory, to continue to act as owners and stewards of their Territory, to be involved in decisions that affect it, and to participate in the ongoing, responsible, management of the resources it provides;

AND WHEREAS the Crown has a heightened duty to consult with Beaverhouse First Nation and consent is required in matters affecting Beaverhouse First Nation's traditional lands, resources, and any other matter affecting its self-determination as a people;

AND WHEREAS Beaverhouse First Nation has assessed the [NAME OF THE PROJECT] Project (the "Project") as a **High Concern** project according to its Consultation and Accommodation Protocol;

NOW THEREFORE the Parties agree as follows:

1. The Parties will establish and participate in a consultation process for the [NAME OF PROJECT] Project.
2. For the duration of the consultation process, the Parties agree to abide by the principles of:
 - a. Respect;
 - b. Early notice and engagement;
 - c. Full participation;
 - d. Protection of cultural heritage;
 - e. Protection of the environment;
 - f. Consideration of cumulative effects;
 - g. Cooperation and collaboration; and
 - h. Accommodation.
3. The Parties recognize that BHFN is the only party who shall determine whether there are impacts on their Aboriginal Rights and Title and to their Territory.
4. The Parties recognize that [CROWN/MUNICIPALITY/PROPONENT NAME] has read and reviewed the BHFN Consultation and Accommodation Protocol.
5. The Parties agree to follow the BHFN Consultation and Accommodation Protocol as it relates to the [NAME OF PROJECT] Project.
6. Any other provisions that the Parties agree to.

IN WITNESS THEREOF this Memorandum of Understanding has been executed by the Parties as of _____ day, of _____, 20__.

BEAVERHOUSE FIRST NATION

Per:

[NAME]
Chief of Beaverhouse First Nation

Witness

**[HIS MAJESTY THE KING IN RIGHT OF [CROWN] OR MUNICIPALITY OR
PROPONENT NAME]**

[NAME]
Crown/Municipality/Proponent Representative

Witness