



Chippewas of RAMA  
First Nation

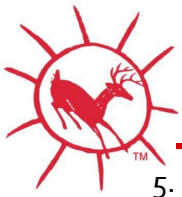
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# **Consultation and Accommodation Protocol for Rama First Nation**



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## Preliminary Matters

### Respecting First Nation Lands:

First Nations have resided on Turtle Island long before 1867, before 1615, and even before 1492. This means that our connection to this land predates Confederation and the arrival of Europeans. This land has been our home for millennia. Thus, it is important to note that what colonialism brought – settlement, invisible borders, property law – is still in its infancy compared to our long-standing connection to Turtle Island.

This land is still ours. We recognize that as First Nations peoples we are stewards of the land, protectors of water, and sustainers of life. We have signed treaties and surrendered lands, sometimes under false pretenses or promises. Regardless, we still feel responsible for the land. Our connection transcends treaties and surrenders.

We ask the guests of our territory to recognize the land on which they stand. We ask that they recognize that our connections to this land goes back to ancient times. This territory sustained our ancestors for thousands of years and continues to sustain us today. Although our land base has been reduced, and our traditional hunting and harvesting rights limited, our territorial connection remains. We ask guests to take time to familiarize themselves with our community. Acknowledging that you are a guest on our traditional territory shows respect of this fact. It acknowledges that our land was taken from us. It acknowledges that treaties were signed and must be honoured. It acknowledges that you are a part of the solution in Nation to Nation relationship building. Finally, it acknowledges the presence of First Nations peoples on the territory, past, present and future.

### Notice:

This Consultation and Accommodation Protocol remains the sole property of the Chippewas of Rama First Nation. Citation, use or reproduction of the information contained is permissible only with the written consent of the Chippewas of Rama First Nation.

### Name and Adoption of this Protocol:

1. This Protocol shall be known as the Chippewas of Rama First Nation Consultation and Accommodation Protocol.
2. This Protocol was adopted by the Chippewas of Rama First Nation Chief and Council on December 14, 2020, and is in force and effect on April 1<sup>st</sup>, 2021.



## Overview

This protocol is intended to guide consultation within the traditional, treaty and reserve territory (collectively, the "RFN Territory") of the Chippewas of Rama First Nation. Historical failings to meaningfully consult with First Nations stakeholders in the development of various projects across Canada has led to attempts to improve and streamline the process through with proponents and government engage with First Nations. In light of this, RFN has developed this protocol to guide those looking to engage with, consult and provide accommodation for the Chippewas of Rama First Nation.

The process begins with the completion of a Notice/Application to Consult. Proponents will provide information in the prescribed manner to facilitate effective, efficient and timely responses to requests. RFN will then assess the proposed project and either assign the project to a consultation process or reject the application to consult.

Proponents are encouraged to fully and completely complete the application to consult to ensure a timely response and avoid requests for additional information.



## **PART I:**

### **1. Preamble:**

Whereas Chippewas of Rama First Nation asserts Aboriginal and Treaty rights over lands and resources within our Traditional Territory;

Whereas Section 35 of the Constitution Act, 1982 recognizes and affirms the existing Aboriginal and Treaty rights of the Aboriginal Peoples of Canada;

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

Whereas the United Nations Declaration on the Rights of Indigenous Peoples has been adopted by the Chippewas of Rama First Nation, which includes among other things, a right to free, prior and informed consent;

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

Whereas any parties seeking to carry on activities within the Chippewas of Rama First Nation Traditional Territory shall only do so in accordance with this Protocol and with free, prior and informed consent of Chippewas of Rama First Nation.

### **2. Purpose:**

The purpose of the Protocol is to set out how Chippewas of Rama First Nation expects to be consulted and accommodated by the Crown and proponents in regard to any proposal(s) taking place within the Traditional Territory. The purpose is also to develop the human and financial capacity of Chippewas of Rama First Nation to participate in the economic and social benefits of any and all developments while minimizing the adverse impacts of said developments

The Crown has had, and continues to have, fiduciary, constitutional and legal obligations to Chippewas of Rama First Nation to ensure that natural resource development and use within Chippewas of Rama First Nation Traditional Territory is conducted in such a way that it is ensured that the rights of Chippewas of Rama First Nation are impacted as minimally as possible. Further, the Crown has a duty to ensure that Chippewas of Rama First Nation has a meaningful opportunity to exercise its rights today and for future generations.

### **3. Aboriginal and Treaty Rights:**

Nothing in this Protocol or any actions, activities, decisions or authorizations hereunder shall abrogate or derogate from the Aboriginal and Treaty rights of Chippewas of Rama First Nation and any actions, activities,



decisions or authorizations are without prejudice to any claim or claims asserted by Chippewas of Rama First Nation to Aboriginal and Treaty rights.

Nothing in this Protocol, including Chippewas of Rama First Nation engaging in consultations and accommodations with any proponent, absolves the Crown of any obligation to consult with Chippewas of Rama First Nation and to accommodate the rights and interests of Chippewas of Rama First Nation, in accordance with the *Constitution Act, 1982*.

#### 4. **Private Organizations and the Duty to Consult:**

Private organizations do not have the constitutional duty to consult First Nations on any proposal(s) taking place within the Traditional Territory. However, the constitutional duty to consult will be triggered if there are any permits necessary for completion of the project, both federally and provincially.<sup>1</sup>

#### 5. **Guiding Principles for Meaningful Consultation:**

**Chippewas of Rama First Nation's Tradition Territory:** The Chippewas of Rama First Nation is a member of the Chippewa Tri-Council, formerly known as the Chippewas of Lakes Huron and Simcoe, which includes the Chippewas of Beausoleil and Georgina Island First Nations. The Chippewa Tri-Council is part of the Williams Treaties First Nation, sharing traditional territory with our Chippewa allies in Treaties 20, 18, 16, 5, Clause 1 and 2 and the Crawford Purchase. The Chippewas of Rama First Nation Traditional Territory includes these shared lands, Rama Reserve No. 32, and such other lands as may be recognized at law.

**Honour of the Crown:** The Crown, in all its dealings with Chippewas of Rama First Nation, must uphold the Honour of the Crown, and undertake consultations honestly, transparently and in good faith.

**Reconciliation:** The principle of reconciliation shall govern and guide any and all consultations and accommodations undertaken pursuant to these Protocol.

**Reasonableness:** The consultation process must reflect reasonable and genuine efforts made by all parties with clear, efficient and reasonable timelines established.

**Good Faith:** Chippewas of Rama First Nation and all proponents engaging in consultations shall do so in good faith. Such efforts require the disclosure of relevant factors and information, no predetermined outcome or oblique motives from all parties involved.

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<sup>1</sup> As ruled by the Supreme Court of Canada in *Chippewas of the Thames First Nation v. Enbridge Pipelines Inc.* 2017 SCC 41, when an independent regulatory agency or tribunal is tasked with a decision that could impact Aboriginal or treaty rights, the agency's decision would itself be Crown conduct that implicates the Crown's duty to consult. A regulatory decision made on the basis of inadequate consultation will not satisfy constitutional standards and should be quashed. As such, while there is no constitutional duty imposed on private actors, the regulatory approval process invokes the Crown duty to consult, therefore consultation will often be required by proponents on behalf of Crown actors. The Chippewas of Rama First Nation requires that consultation must be completed through this Rama First Nations Consultation and Accommodation Protocol so as to fulfill consultation obligations to the Chippewas of Rama First Nation.



*Mutual Respect:* Consultations with Chippewas of Rama First Nation must be based on mutual respect for all participants, taking into account different interests, perspectives, cultures, understandings and concerns.

*Accommodation:* In fulfilling its obligations to consult Chippewas of Rama First Nation under the law, the Crown shall inform, listen to and faithfully reflect and accommodate the concerns and views of Chippewas of Rama First Nation with respect to any impact within Chippewas of Rama First Nation Traditional Territory.

*Sharing of Impact Benefit Agreements:* It shall be an overriding principle that Chippewas of Rama First Nation is entitled to share in the benefits of any action, undertaking, activity, conduct, decision or project, within the Chippewas of Rama First Nation Traditional Territory.

*Environmental Protection and Sustainable Development:* A principal consideration with respect to any impact is the extent to which it will harm the environment and the sustainability of the development.

*Protection of Traditional Heritage:* Chippewas of Rama First Nation shall be notified of and take part in the process of traditional re-burial or traditional ceremonies with archaeological findings including but not limited to human remains and artifacts that may have historical significance to our First Nation to protect our traditional heritage and culture.

## 6. Definitions:

*Accommodation:* includes measures to be effected in an effort to minimize the impact on RFN and/or to allow RFN to participate in decision making with respect to any impact on the RFN Traditional Territory; balancing the needs and values of the RFN community.

*Activity:* means any Crown Activity or Proponent Activity.

*Consultation:* is a process engaged in between RFN, a Proponent and/or the Crown, in good faith, designed to determine the impact of proposed Activities on RFN's Traditional Territory, and any corresponding accommodation arrangements, if applicable. Depending on the circumstances, Consultation does not begin until there is an actual written or in limited cases verbal agreement that discussions between the parties constitute consultation pursuant to the meaning of that term as defined by the Supreme Court of Canada.

*Crown* means either or both Canada and Ontario, and any component part of each.

*Crown Activity:* means:

- i. New legislation, regulations, policies, programs and plans that provide authority to or are implemented or to be implemented by the Crown;
- ii. Changes to legislation, regulations, policies, programs and plans that provide authority to or are implemented or to be implemented by the Crown;
- iii. Issuance, varying, approval, suspension or cancellation of permits, licenses, authorizations, renewals or anything similar, by the Crown;
- iv. Any unfunded mandate or obligation sought to be imposed by the Crown upon RFN without provision of corresponding adequate resources, financial or otherwise;
- v. Any failure to act by the Crown where the Crown is obligated to take action to protect or give effect to RFN's Aboriginal or Treaty rights; and,
- vi. Anything else authorized or undertaken by the Crown.





*Environment:* means the components of the Earth, and includes:

- i. land, surface and subsurface water, and air, including all layers of the atmosphere;
- ii. all organic and inorganic organisms including flora and fauna and humans;
- iii. the physical, social, economic, cultural, spiritual and aesthetic conditions and factors that affect the physical or socio-psychological health of RFN or any of its members;
- iv. physical and cultural heritage, including but not limited to any structure, site or thing that is of historical, archaeological, paleontological or architectural significance; and
- v. any part or combination of those things referred to in paragraph (i) to (iv), and the interrelationships between two or more of them.

*Impact:* means any adverse effect that any activity may have on the environment within or around RFN's Traditional Territory and/or Treaty Territory or any adverse effect on the health of any RFN member or on the Aboriginal or Treaty rights of RFN or any of its members, including any cumulative impacts arising from combination of an activity or a long-term, ongoing, intermittent or repetitive activity.

*Proponent:* means the party (which could include the Crown, a corporation, partnership, sole proprietorship, association, organization, person or the like) that proposes to undertake or is undertaking the Proponent Activity.

*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,

*RFN Contact:* means the person appointed by RFN to whom Notification is sent and who is mandated to ensure that, where applicable RFN Representative(s) is/are appointed in respect of the particular Activity referred to in the Notification.

*RFN Representative(s):* means the person(s) appointed and authorized by RFN to participate on behalf of RFN in the consultation process in regard to a proposed Activity.

*RFN Rights:* means any of RFN or its members' Aboriginal or Treaty rights or the ability to exercise such rights.

## **7. Protection of Future Generations:**

Chippewas of Rama First Nation is determined to preserve, develop and transmit to future generations the ancestral land and territories and our distinct ethnic identity in accordance with our cultural and social institutions.

## **8. Future Acquired or Purchased Lands:**

This consultation process will apply to all land under control of RFN, regardless of when or how acquire. Further, the applicability of this process shall not be limited to the lands within the Williams Treaties or any other Treaty areas to which Chippewas of Rama First Nation claims an interest.



**9. Consultation Between First Nations:**

RFN reserves the right to consult with members of other Williams Treaties First Nations in the event that a project impacts territory outside of Rama First Nation Reserve No. 32. This consultation may take place at any point during the consultation process and RFN reserves the right to delay or halt progress on a project to accommodate this consultation.

The Williams Treaties First Nations have established a Reconciliation Office which has been appointed to facilitate consultation and accommodation matter. This office is responsible for these lateral consultations regarding the broader Williams Treaty First Nations' territory.

**10. Consultation with Traditional Knowledge Holders:**

RFN reserves the right to consult with traditional knowledge holders including the Harvesting Committee throughout the consultation process on all relevant matters.

**11. Costs:**

The full cost of entering into a meaningful consultation with Chippewas of Rama First Nation shall be borne by the Crown and/or proponent, including but not limited to the provisions of technical and/or financial resources for Chippewas of Rama First Nation. For a table of fees related to RFN provided services, see Appendix 1.

All parties must work to foster and enhance the efficiency and reduce costs where agreed upon, in writing, without detracting from the process and the ability of the parties to obtain independent professional and/or technical advice and impact assessments.

**12. Confidentiality:**

All Chippewas of Rama First Nation records, data and traditional knowledge gathered or recorded, are the sole property of Chippewas of Rama First Nation. Any proponent requiring a review of such materials and information shall be required to enter into a Confidentiality Agreement. Only after such confidentiality agreement has been finalized shall any proponent be provided with confidential materials.

**13. Accommodation:**

Any consultation under this Protocol shall be undertaken in good faith by both parties. It is expected that the proponent will be open to changing the original proposed plan, proposal, activity or decision based on the concerns of the Chippewas of Rama First Nation as expressed during the consultation process. Any decisions as to whether accommodation is necessary shall be decided upon by both parties, in writing, in the spirit of cooperation.

If a decision is made to allow the action, undertaking, activity, conduct, decision or project to proceed, the accommodation of Chippewas of Rama First Nation's interests shall be achieved through the negotiation of a mutually beneficial agreement, or series of agreements, between the parties. The Agreement(s) shall have



provisions contained for future impact monitoring and which shall be binding on any related entities, successors or assigns of the proponent.

The proponent shall bear all costs of the negotiation and agreement processes.

**14. Power to Regulate:**

Chippewas of Rama First Nation Chief and Council may legislate, whether via their *Indian Act* by-law making powers, the Chippewas of Rama First Nation *Land Code*, or otherwise in accordance with the Chippewas of Rama First Nation's inherent jurisdiction, for carrying out and giving effect to the purpose and provisions within this Protocol.

Chippewas of Rama First Nation's Chief and Council reserve the right to add and/or change any provisions within this Protocol as needed and without infringement on consultations that have already been agreed upon.

**15. Primacy of Protocol:**

This Protocol shall apply to all actions, undertakings, activities, conduct, decisions or projects, including where the proponent or party is a First Nation or First Nation owned business, notwithstanding the existence of any other consultation protocols that said First Nations may have. This Protocol shall apply unless and except it is expressly waived, in writing, at the sole discretion of Chippewas of Rama First Nation.

**16. Transitional Provisions:**

This Protocol applies to actions, undertakings, activities, conduct, decisions or projects which have not previously been the subject of a consultation process with Chippewas of Rama First Nation.

Proponents who have already entered into agreements for their action, undertaking, activity, conduct, decision or project with Chippewas of Rama First Nation, including but not limited to, Memoranda of Understanding and/or Consultation Agreements, are exempt from the application of this Protocol. Notwithstanding the above, all projects not addressed by existing Memoranda of Understanding, Consultation or other Agreements will be subject to, and must comply with, this Protocol.



## **PART 2: ARCHAEOLOGICAL PROTOCOL:**

Rama First Nation has the inherent right and jurisdiction to protect and care for our ancestors, sacred sites, and sacred items. RFN must be consulted prior to any decision or action that may have an impact on our rights and interests for our ancestors, sacred sites, and sacred items.

Where an ancestor, sacred site, or sacred item is found within RFN's territory through archaeological, construction work, or other work, all activity will immediately be stopped. The person in charge of the archaeological dig, construction site, or other project will immediately contact RFN to advise of the finding, the location, and any information available.

A RFN representative will visit the location to determine the origin or significance of the ancestor, sacred site, or sacred item, if possible. Where RFN determines that the origin or significance rests with RFN, it shall accept responsibility for the ancestor, sacred site, or sacred item.

Where RFN determines that the origin or significance rests with another First Nation, RFN will make its best efforts to have the other First Nation involved in the consultation process. RFN shall accept responsibility for the ancestor, sacred site, or sacred item until such time as the other First Nation is able to accept responsibility.

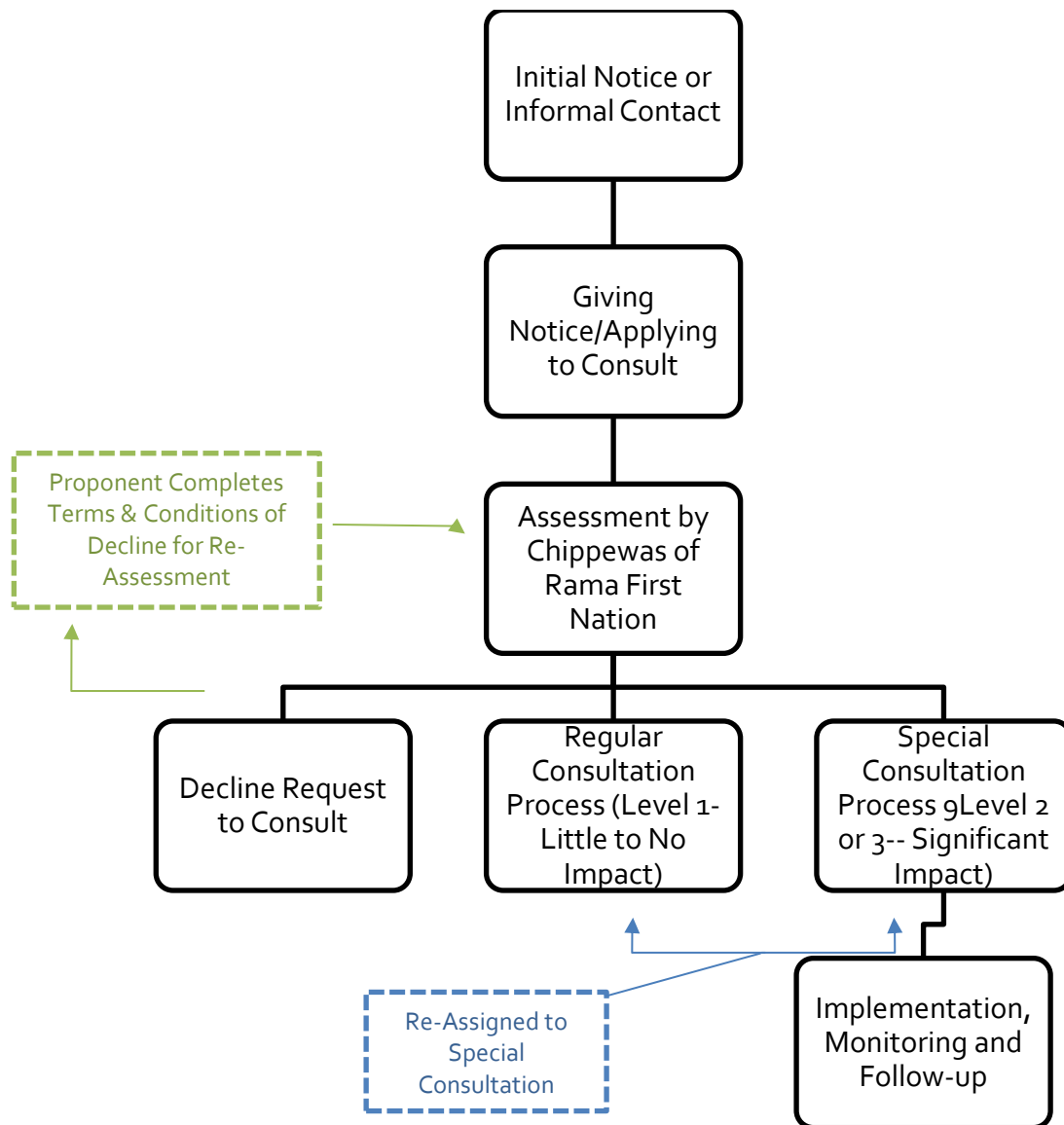
RFN shall conduct the ceremonies and protocols required to accept responsibility for and to care for the ancestor, sacred site, or sacred item.

RFN will work with the relevant government or parties to determine the appropriate care and treatment for the ancestor, sacred site, or sacred item.



### PART 3: CONSULTATION PROCESS

The consultation process begins with the proponent engaging RFN in some way. This could be through informal contact, or a proponent familiar with this protocol may begin by submitting Notice and Request to Consult. A Notice is assessed by the Chippewas of Rama First Nation and its designated consultation team and is either denied (with or without terms and conditions), approved and assigned to a Level 1 Consultation (Regular Consultation) or approved and assigned to a Level 2 Consultation Process (Special Consultation). The process of consultation will be a collaborative process whereby the views, knowledge, priorities and rights of all parties will be respected.





## **1. Initiation Notice or Informal Contact:**

The requirement to give notice and consult under this Protocol applies to any action, undertaking, activity, conduct, decisions or projects, existing or proposed, which have the potential to adversely affect the rights and interests of Chippewas of Rama First Nation or its Traditional Territory.

More specifically, any and all Crown conduct, actions or decisions within Chippewas of Rama First Nation Traditional Territory that shall trigger the requirement of notice and consultation under this Protocol include, but are not limited to, the following:

- a) Crown sponsored or approved mapping or exploration activities;
- b) Permitting or in any way authorizing resource exploration, extraction or development activities by third parties or the issuing of licenses, permits or approvals;
- c) Disposing of or adding to any structures, roads, bridges or any other infrastructure that has the potential for environmental impacts, including any and all impacts to the water, plants, forests and wildlife;
- d) All forestry management and energy development activities;
- e) Disposing of any rights to lands or interests in lands and resources, including issuances of letters of patent or grants in fee simple;
- f) Disposing of any rights to lands, including any and all leases, licenses, permits or approvals;
- g) Any environmental activities where there is concern for the land and/or water, including but not limited to, water sheds and water tables, air, animals, snapping turtles and people situated within Chippewas of Rama First Nation Traditional Territory;
- h) Any activities that may disturb or have a direct effect on traditional food sources and harvesting rights of Chippewas of Rama First Nation Traditional Territory, including but not limited to, wild rice beds, sweet grass, fish and wild game;
- i) Any activities that may disturb or have a direct effect on traditional medicines used and/or collected by Chippewas of Rama First Nation and its members;
- j) Undertaking any proposed activity with the potential to disturb or alter known or unknown archaeological/historical resources or heritage sites or sites of spiritual or cultural significance to Chippewas of Rama First Nation, including but not limited to burial grounds on Chief Island, Child's Road and Rama Road (Rob Magee's backyard); and
- k) Undertaking any land use planning or management actions or decisions, including adjusting municipal boundaries.

Any impact by any public or private sector party will initiate consultations and it is incumbent on all proponents to notify Chippewas of Rama First Nation when it is aware or ought to be aware of any such impacts.

The following procedures set out in this Protocol are to be followed for all consultations except where, by prior agreement between Chippewas of Rama First Nation and the proponent, the procedures may be modified to address specific circumstances.

## **2. Giving Notice:**

The proponent shall communicate its requests to consult by issuing a written Notice and Request to Consult (Notice) to both the Chippewas of Rama First Nation Lands Resource Consultation Workers and the



Chippewas of Rama First Nation Chief and Council, in a timely manner and in clear, concise and understandable language.

The Notice shall be provided at an early stage of planning and as early as possible, prior to undertaking any activity which may impact the Chippewas of Rama First Nation or the Chippewas of Rama First Nation Traditional Territory. It is imperative that the Notice is provided as early as possible as to allow for adequate community consultation and feedback prior to formal consultation with the proponent. Rama First Nation community members are rights-holders in the development process and should be contacted prior to any consultation with other relevant stakeholders. This is done via the Chippewas of Rama First Nation Chief and Council which is elected to represent said rights holders. Further, the Chief and Council have the power to delegate administrative matters such as these to members of the administrative staff.

The Notice will contain relevant information and material facts in sufficient form and detail to assist Chippewas of Rama First Nation to understand the matter and prepare a meaningful response. The Notice should contain, at a minimum, the following:

- a) The nature and scope of the proposed activity;
- b) The timing of the proposed activity;
- c) The location of the proposed activity;
- d) How the proposed activity may affect the Chippewas of Rama First Nation and/or its Traditional Territory;
- e) A profile of the proponent(s);
- f) A description of the proposed consultation process, including but not limited to, intended activities, timelines, expectations and limitations, including any applications, reports, studies, or assessments, the proponent anticipates undertaking;
- g) What documents, including applications, studies, assessments, policies are available to be reviewed which are pertinent to the proposed activity;
- h) What collateral or related processes or approvals are currently underway that affect the activity;
- i) Documentation of any deadlines or filing dates relating to the activity or the process;
- j) Any pertinent names, addresses and telephone numbers for contacting the relevant decision makers and those assisting the project; and
- k) The geographic area of interest and proposed activities shall be mapped and submitted with the Notice of Request to Consult.

As soon as practical, Chippewas of Rama First Nation will confirm receipt of the Notice and will provide any and all contact information for the appropriate Chippewas of Rama First Nation representative to whom the proponent shall henceforth direct all communications.

If the proponent fails to provide a Notice to Chippewas of Rama First Nation, and this failure is discovered, the First Nation reserves the right to give the proponent written notification of the failure and set a time within which the proponent shall comply with this Protocol. No action or inaction on the part of Chippewas of Rama First Nation with regard to the proponent's failure to deliver a Notice shall be deemed to be a waiver of the First Nation's right to be consulted. The requirement to provide notice is and remains the obligation of the Crown or the proponents.

### **3. Assessment by Chippewas of Rama First Nation:**



Chippewas of Rama First Nation shall be provided with a reasonable period of time to consider any Notice and the issues raised, having regard to, but not limited to, the following:

- a) The nature of the complexity of the matter to be decided;
- b) Chippewas of Rama First Nation's need to fully, properly and meaningfully consult and engage with its members and Elder's Council;
- c) Chippewas of Rama First Nation's need to protect future generations by anticipating any potential effects at least seven generations into the future;
- d) Chippewas of Rama First Nation's need to protect their Aboriginal and Treaty rights, including but not limited to, harvesting, hunting, fishing and cultural and spiritual activities;
- e) Chippewas of Rama First Nation's need to undertake research or other specialized studies or assessments;
- f) Chippewas of Rama First Nation's need to obtain specialized, expert, professional, legal and/or technical advice; and
- g) Deliberations by Chief and Council following community consultations and engagement.

Based on the information contained in the Notice, any subsequent communications, exchange of information and/or any other relevant considerations, Chippewas of Rama First Nation shall make a decision as to whether to:

- A. Decline the request to consult, with or without terms or considerations;
- B. Assign the proposal to the regular consultation process described below; or
- C. Assign the proposal to the special consultation framework described below.

Chippewas of Rama First Nation shall communicate its determination in writing to the proponent. At all times, Chippewas of Rama First Nation shall endeavor to provide a timely response to any Notice received, as appropriate in the circumstances. However, at no time shall a failure by Chippewas of Rama First Nation to respond to the proponent, or to respond within a timeline requested by the proponent, be interpreted as declining the request to consult. It is the minimal expectation that the proponent shall follow up on any and all requests made to Chippewas of Rama First Nation after a reasonable period of time if no response has been made. If necessary, Chippewas of Rama First Nation may request an extension of time for review of the relevant Notice(s).

The fact of proper and adequate consultations shall be determined by Chippewas of Rama First Nation in its sole discretion. Where a matter has been assigned by Chippewas of Rama First Nation to the regular consultation process or the special consultation process, no communication or information exchange shall be deemed to be considered consultation until Chippewas of Rama First Nation has accepted and acknowledged consultation, or, in the case of the special consultation process, a Consultation Agreement has been reached and is adhered to by all parties. No other actions or inactions by Chippewas of Rama First Nation shall be deemed to be a waiver of its right to be consulted, and where appropriate and necessary, accommodated, in accordance with treaty, statute, the *Constitution Act, 1982*, or at common law.





A. Request to Consult Declined:

Rama First Nation reserves the right to deny any project based on its failure to meet the requirements for entering the consultation process. This right is in accordance with section 32 of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP). UNDRIP states that “*States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.*”

If a proponent’s request to consult is declined, it may be declined with or without terms or conditions. If a proponent’s request to consult is declined without terms, the project as outlined in the Notice has been deemed by RFN to require significant changes to the project proposal to withstand community scrutiny in the consultation process.

If a proponent’s request to consult is declined with terms or conditions, the proponent must fulfill these terms or conditions to the satisfaction of RFN before being moved to the Regular or Special Consultation Process. The Crown and/or the Proponent shall not be considered to have fulfilled its Duty to Consult with RFN until all reasonable concerns of RFN have been heard and satisfactorily addressed.

B. Level 1 (Regular Consultation Process):

Applications deemed by Chippewas of Rama First Nation, in its sole discretion, to be routine in nature and where the potential impacts or the nature of the Aboriginal and/or Treaty rights infringed fall on the low end of the consultation spectrum will be assigned to the regular consultation process.

Any further requests or information required will be detailed in writing by Chippewas of Rama First Nation to the proponent. Additionally, Chippewas of Rama First Nation will set out in writing its expectations in order to be consulted meaningfully in relation to the project at issue, at Chippewas of Rama First Nation’s sole discretion.

Chippewas of Rama First Nation reserves its right to re-assign a proposal from a regular consultation process to a special consultation process by written notice to the proponent.

C. Level 2 (Special Consultation Process):

The special consultation process is a custom designed process for complex applications where there is the potential for significant impact from the proposed activity. The special consultation process shall apply to, but shall not be limited to, the following activities:

1. Any proposed developments to Crown and Federal Lands;
2. Management of Archaeological remains or physical remains;
3. Forest management plans;
4. Mining development and/or applications;
5. Hydroelectric proposals;
6. Government land use planning process; and



7. Any development that affects the environment, natural resources or watersheds of Chippewas of Rama First Nation Traditional Territory.

A decision by the Chippewas of Rama First Nation to assign an action, undertaking, activity, conduct, decision or project to the special consultation process shall not be considered consultation at any time. This assignment is a guide outlining the minimal expectations of Chippewas of Rama First Nation for the administration of a meaningful consultation process. Each such process shall be negotiated and agreed upon between the relevant parties in a Consultation Agreement ("Agreement"). The Agreement shall outline the details of the consultation process to be undertaken with respect to matters under review.

The special consultation process may require the development of a Joint Consultation Committee (Committee). This Committee shall be composed of representatives from Chippewas of Rama First Nation and the proponent. If it is required, the Committee shall meet on a regular basis to make recommendations for the process and the means to accommodate Chippewas of Rama First Nation's interests, including but not limited to, the negotiations of any Memoranda of Understanding, Impact Benefit Agreements, or any other agreements in relation to the matters at issue.

#### 4. **Dispute Resolution:**

Any dispute between the parties in the negotiation of a Consultation Agreement shall be referred to alternative dispute resolution as follows:

- a) The matter shall be put forward to a designated representative of Chippewas of Rama First Nation and a senior representative of the proponent for a negotiated resolution;
- b) If the Chippewas of Rama First Nation representative and senior representative of the proponent are unable to reach an agreement on a negotiated resolution within an agreed upon time, the matter shall be referred to mediation. The mediator shall be jointly agreed upon by both parties in writing. The mediator shall attempt to reach a resolution within 60 days of the date of their appointment;
- c) If the parties are unable to agree to a mediator, or they are unable to reach a resolution as a result of mediation, the matter shall be referred to arbitration. If the parties cannot agree to an arbitrator, both parties shall name one arbitrator each. The two arbitrators shall then name a third impartial arbitrator. The arbitrators shall decide the dispute within 90 days of the date of conduct of the arbitration;
- d) In the event an issue arises which requires either mediation or arbitration, it is expected that the Crown will be a party to, and shall actively participate in the process. Where the Crown, either Federally or Provincially, or both, fails or refuses to participate, the Chippewas of Rama First Nation or the proponent, jointly or severally, shall determine whether to proceed with alternative dispute resolution or to refer the matter to the appropriate court for an order requiring the Crown to participate.

The proponent shall bear all the costs of dispute resolution.



## 5. Implementation, Monitoring and Follow-up:

The proponent must keep in regular contact with Chippewas of Rama First Nation and inform Chippewas of Rama First Nation of any and all changes or updates to the activity during the implementation and throughout the completion of agreed upon activities.

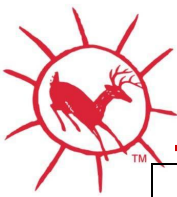
If, at any time, the proponent determines that the circumstances have changed, or may have additional or unknown effects to Chippewas of Rama First Nation’s Traditional Territory, Aboriginal, and/or Treaty rights, work must cease until Chippewas of Rama First Nation has been notified and has had adequate time to consider any updates. The Chippewas of Rama First Nation may, at its sole discretion, determine that a change or update has affected the validity of the current Agreement.

The proponent must update and supply information openly to Chippewas of Rama First Nation proactively and at the request of Chippewas of Rama First Nation’s Chief and Council or any body established or person appointed to oversee consultation matters. Chippewas of Rama First Nation reserves the right to monitor and follow-up with proponents throughout the process.

Should there be any unforeseen direct or indirect impacts after completion, Chippewas of Rama First Nation reserves the right to further consultation.

If, during the term of the action, undertaking, activity, conduct, decision or project, there are additional or unforeseen circumstances, Chippewas of Rama First Nation reserves the right to re-assign a regular consultation process to a special consultation process by providing written notice to the proponent.

<u>Consultation Process Chart</u>	
<i>Pre-Consultation</i>	
<b>Initiation of the Notice &amp; Consultation Process</b>	<p>Any and all Crown conduct, actions or decisions within Chippewas of Rama First Nation Traditional Territory that shall trigger the requirement of notice and consultation under this Protocol includes, but is not limited to, the following:</p> <ol style="list-style-type: none"> <li>1) Crown sponsored or approved mapping or exploration activities;</li> <li>2) Permitting or in any way authorizing resource exploration, extraction or development activities by third parties or the issuing of licenses, permits or approvals;</li> <li>3) Disposing of or adding to any structures, roads, bridges or any other infrastructure that has the potential for environmental impacts, including any and all impacts to the water, plants, forests and wildlife;</li> <li>4) All forestry management and energy development activities;</li> <li>5) Disposing of any rights to lands or interests in lands and resources, including issuances of letters of patent or grants in fee simple;</li> <li>6) Disposing of any rights to lands, including any and all leases, licenses, permits or approvals;</li> <li>7) Any environmental activities where there is concern for the land and/or water, including but not limited to, water sheds and water tables, air, animals, snapping turtles and people situated within Chippewas of Rama First Nation Traditional Territory;</li> </ol>



	<ol style="list-style-type: none"> <li>8) Any activities that may disturb or have a direct effect on traditional food sources and harvesting rights of Chippewas of Rama First Nation Traditional Territory, including but not limited to, wild rice beds, sweet grass, fish and wild game;</li> <li>9) Any activities that may disturb or have a direct effect on traditional medicines used and/or collected by Chippewas of Rama First Nation and its members;</li> <li>10) Undertaking any proposed activity with the potential to disturb or alter known or unknown archaeological/historical resources or heritage sites or sites of spiritual or cultural significance to Chippewas of Rama First Nation, including but not limited to burial grounds on Chief Island, Child's Road and Rama Road (Rob Magee's backyard); and</li> <li>11) Undertaking any land use planning or management actions or decisions, including adjusting municipal boundaries.</li> </ol>	
<p><b>Giving Notice</b></p>	<p>The Notice should contain, at a minimum but <b>not limited to</b>, the following:</p> <ol style="list-style-type: none"> <li>1) The nature and scope of the proposed activity;</li> <li>2) The timing of the proposed activity;</li> <li>3) The location of the proposed activity;</li> <li>4) How the proposed activity may affect the Chippewas of Rama First Nation and its Traditional Territory;</li> <li>5) A profile of the proponent(s);</li> <li>6) A description of the proposed consultation process, including but not limited to, intended activities, timelines, expectations and limitations including any applications, reports, studies, or assessments, the proponent anticipates undertaking;</li> <li>7) What documents, including applications, studies, assessments, policies are available to be reviewed which are pertinent to the proposed activity;</li> <li>8) What collateral or related processes or approvals are currently underway that affect the activity;</li> <li>9) Documentation of any deadlines or filing dates relating to the activity or the process; and</li> <li>10) Any pertinent names, addresses and telephone numbers for contacting the relevant decision makers and those assisting the project</li> </ol>	<p>✓</p>
<p><b>Assessment by Chippewas of Rama First Nation</b></p>	<p>Based on the information contained in the Notice, any subsequent communications, exchange of information and/or any other relevant considerations, Chippewas of Rama First Nation shall make a determination as to whether:</p> <ol style="list-style-type: none"> <li>1) Decline the request to consult, with or without terms or considerations;</li> <li>2) Assign the proposal to the regular consultation process described below; or</li> <li>3) Assign the proposal to the special consultation framework described below.</li> </ol>	



<i>Consultation</i>	
<b>Level 1 Consultation Process</b> (Regular Consultation Process):	Applications deemed by Chippewas of Rama First Nation, in its sole discretion, to be routine in nature and where the potential impacts or the nature of the Aboriginal and/or Treaty rights infringed fall on the low end of the consultation spectrum will be assigned to the regular consultation process.
<b>OR</b>	
<b>Level 2 Consultation Process</b> (Special Consultation Process)	<p>The special consultation process is a custom designed process for complex applications where there is the potential for significant impact from the proposed activity. The special consultation process shall apply to the following activities:</p> <ol style="list-style-type: none"> <li>1. Any proposed developments to Crown and Federal Lands;</li> <li>2. Archaeological remains or physical remains;</li> <li>3. Forest management plans;</li> <li>4. Mining development and/or applications;</li> <li>5. Hydroelectric proposals;</li> <li>6. Government land use planning process; Any development that affects the environment, natural resources or watersheds of Chippewas of Rama First Nation Traditional Territory; and</li> <li>7. Any action, undertaking, activity, conduct, decision or project which the Chippewas of Rama First Nation determines, at its sole discretion, would benefit from a Level 2 consultation process.</li> </ol>
<i>Post-Consultation</i>	
<b>Dispute Resolution</b>	<p>Any dispute between the parties in the negotiation of a Consultation Agreement shall be referred to alternative dispute resolution as follows:</p> <ol style="list-style-type: none"> <li>1. The matter shall be put forward to a designated representative of Chippewas of Rama First Nation and a senior representative of the proponent for a negotiated resolution;</li> <li>2. If the Chippewas of Rama First Nation representative and senior representative of the proponent are unable to reach an agreement on a negotiated resolution within an agreed upon time, the matter shall be referred to mediation. The mediator shall be jointly agreed upon by both parties in writing. The mediator shall attempt to reach a resolution within 60 days of the date of appointment of the mediator;</li> <li>3. If the parties are unable to agree to a mediator, or they are unable to reach a resolution as a result of mediation, the matter shall be referred to arbitration. If the parties cannot agree to an arbitrator, both parties shall name one arbitrator each. The two arbitrators shall then name a third impartial arbitrator. The arbitrators shall undertake to decide the dispute within 90 days of the date of conduct of the arbitration;</li> <li>4. In the event an issue arises which requires either mediation or arbitration, it is expected that the Crown will be a party to, and shall actively participate in the process. Where the Crown, either Federally or Provincially, or both, fails or refuses to participate, the Chippewas of</li> </ol>



	<p>Rama First Nation or the proponent, jointly or severally, shall determine whether to proceed with alternative dispute resolution or to refer the matter to the appropriate court for an order requiring the Crown to participate.</p>
<b>Implementation, Monitoring and Follow-up</b>	<p>The proponent must keep in regular contact with Chippewas of Rama First Nation and inform Chippewas of Rama First Nation of any and all changes or updates to the activity during the implementation and throughout the completion of agreed upon activities.</p> <p>If, at any time, the proponent determines that the circumstances have changed, or may have additional or unknown effects to Chippewas of Rama First Nation's Traditional Territory, Aboriginal, or Treaty rights, work must cease until Chippewas of Rama First Nation has been notified and has had adequate time to consider any updates, the Chippewas of Rama First Nation may, at its sole discretion, determine that a change or update has affected the validity of the current Agreement.</p>



## Appendix 1: Fees

### Chippewas of Rama First Nation Consultation Fee Chart

*Note: All consultation costs must be paid by the proponent. This includes travel, accommodation and meals, where applicable.*

**Level 1 Projects** – Low potential for impacts to Aboriginal and/or Treaty rights as deemed by Chippewas of Rama First Nation.

Service	Fee
Notice of Project	NO CHARGE
Project Updates	NO CHARGE
Review of Project Information	NO CHARGE
Chippewas of Rama First Nation Staff, Chief, Council or Elder Site Visit, per vehicle	\$.55/km + Honourariums

**Level 2 or 3 Projects** – Potential for definite impacts to Aboriginal and/or Treaty rights as deemed by Chippewas of Rama First Nation.

Service	Fee
File Fee for Project	\$250.00
Project Updates	Included in File Fee
Review of Standard Material and Project Overviews	Included in File Fee
Review of Large Materials; Reports and Detailed Application	Based on Project
Meeting with Staff – 2 Staff; Meeting room; up to 2 hours	NO CHARGE
Meeting with Chief, Council, staff, Elder, meeting room	\$100.00 + Honourariums
½ Day Meeting with Chief, Council, staff, Elder, meeting room	\$100.00 + Honourariums
Full Day Meeting with Chief, Council, staff, Elder, meeting room	\$200.00 + Honourariums
Meeting with First Nation membership, staff, hall rental, advertising	\$500.00 + Honourariums
Chippewas of Rama First Nation Staff, Council or Elder site visit, one vehicle	\$.55/km + Honourariums

Councillor and Elder representatives will be as requested by the proponent or as directed by Chippewas of Rama First Nation Chief and Council, where deemed appropriate.

Snacks, beverages and meals can be arranged by Chippewas of Rama First Nation at an additional cost.

### Honourarium for Chief, Council and Elders

Type of Honourarium	Fee per day
Chief	\$400.00
Councillor	\$200.00 per Councillor
Elder	\$200.00 per Elder



**Advertising**

Type of Advertsing	Fee
Chippewas of Rama First Nation Newsletter – Printed and Online	\$100.00 per ad

Chippewas of Rama First Nation will work to foster and enhance the efficiency and reduce the costs where agreed upon, in writing without detracting from the process.

This Protocol will be reviewed from time to time and the above fees are subject to change without notice, at the discretion of Chippewas of Rama First Nation Chief and Council.





## **Appendix 2: Resources**

### **Communications/Media:**

To include project information in Chippewas of Rama First Nation's communications or media, please contact Chippewas of Rama First Nation's Communications Officer at [communications@ramafirstnation.ca](mailto:communications@ramafirstnation.ca). Fees will apply (see Appendix 1 – Advertising).



### **Appendix 3: About Rama First Nation:**

#### **History of Mnjikaning First Nation:**

Oral history tells us that the Ojibwe Nation was one of the largest nations in North America. We migrated from the eastern seaboard to the west side of Lake Huron, Lake Michigan and Lake Superior, pushing the Sioux further west. We made our way into this area from the southern portion of Chippewa territory in Minnesota and Wisconsin.

Known as the Chippewas of Lake Simcoe and Huron, our people are part of the Chippewa Tri-Council, an alliance of three First Nation communities now known as the Chippewas of Beausoleil First Nation on Christian Island, the Chippewas of Georgina Island on Georgina Island, and the Chippewas of Rama First Nation. Under the leadership of our hereditary Chief, Chief Musquakie (Yellowhead) who served his community from 1818 to 1844, the Chippewa Tri-Council First Nations continue their alliance today.

Well known for our hospitality, we shared our knowledge and medicines with early settlers which enabled them to survive their first difficult years in a sometimes harsh land.

Around 1830, our community was moved to the Coldwater Narrows area by the Crown, part of an "experiment" which shaped "Indian Reserves". We continued on as industrious people, building a road for commerce which is known today as Highway 12, establishing farms, mills, and markets for selling produce, fish and game to settlers and travellers.

Forced to move again after our land was taken in what is now being termed an "illegal surrender", we purchased land in Rama Township in 1836 and made a new beginning for our people.

The land was difficult to farm and, with the loss of our inherent right to fish and hunt with the disputed Williams Treaties in 1923, we pursued other entrepreneurial opportunities in the tourism market.

#### **Current Day**

The Chippewas of Rama First Nation is approximately 1.5 hours north of Toronto, Ontario. Our 2,500 acres of interspersed land is nestled in "Ontario's Lake Country" on the eastern side of Lake Couchiching.

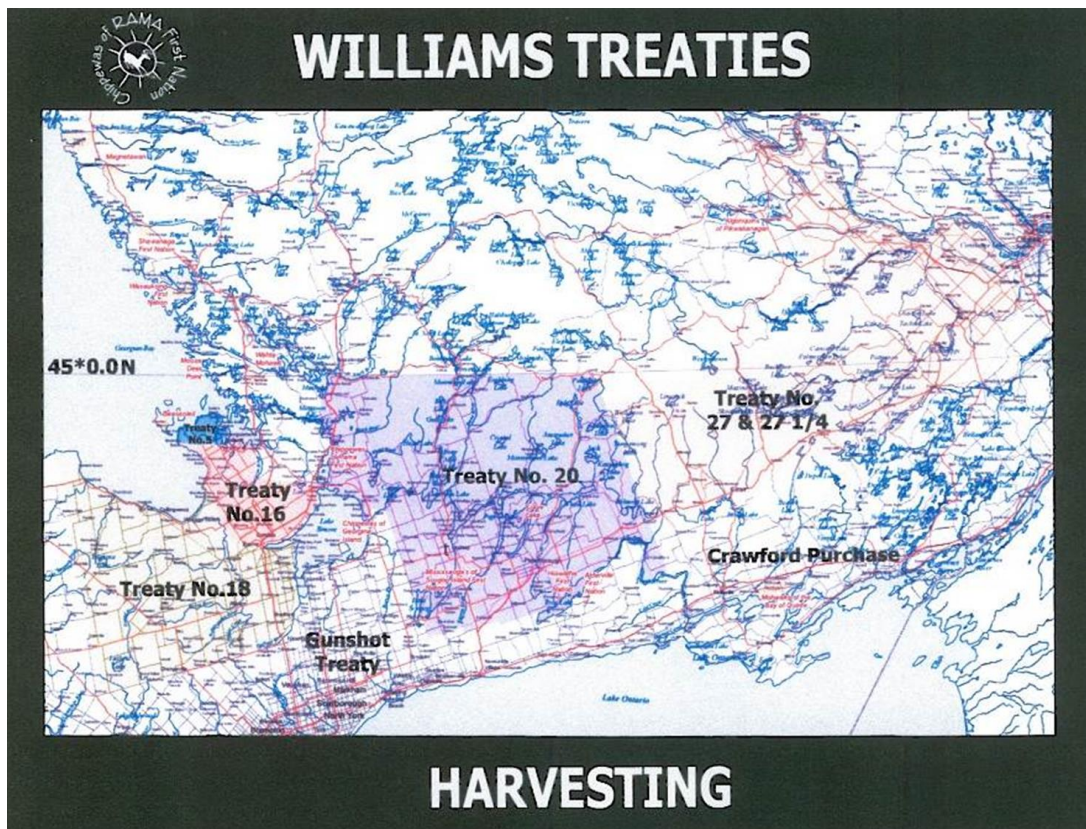
We have over 2000 members, about 700 of which live off-reserve.

We are Ojibwe peoples, part of the Three Fires Confederacy along with the Odawa and Pottawatomi Nations. It has been said that when people spoke of our tribe, they referred to us as the people who live near the fence, or at Mitchekuning.

Now spelled Mnjikaning, this word can be translated as: "In", "On", "At" or "Near" 'The Fence'. This fence refers to the fish weirs which are located at the Atherley Narrows, where Lake Couchiching and Lake Simcoe meet. The weirs are one of the oldest human developments in North America and are believed to have been built some 5,000 years ago by the Wendat and others. The site located at the weirs has been noted as neutral grounds, where First Nations people gathered to enjoy festivities, exchange goods, share information, ceremony and storytelling. In 1982, the Federal Government officially declared the weirs a National Historic Site.



Williams Treaties:





## Governance

Rama First Nation is a member of the Union of Ontario Indians (UOI). The Anishinabek Nation incorporated the Union of Ontario Indians (UOI) as its secretariat in 1949 and is a political advocate for 40 member First Nations across Ontario. It is the oldest political organization in Ontario and can trace its roots back to the Confederacy of Three Fires, which existed long before European contact. The UOI delivers a variety of programs and services, such as Health, Social Services, Education, Intergovernmental Affairs and Treaty Research.

At a regional level, Rama is one of six member communities in the Ogemawahj Tribal Council (OTC). Rama works with the highly skilled staff at the OTC to apply their expertise to the development, financing and management of specific projects. The OTC works with First Nation staff in the planning and delivery of community-based initiatives.

Chippewas of Rama First Nation is subject to the *First Nations Elections Act*.

## Administration

The Chippewas of Rama First Nation Government is made up of one Chief and six Councillors. They are the Executive and Legislative Branches of our First Nation government.

Chief and Council are elected every four years under the First Nation Election Act, with separate polls for each of the office of Chief and six Councillor positions. Each elected seat must first go through a nomination process before the election takes place.

Council meetings are held in Council Chambers every Monday.

## Economic Development

The Chippewas of Rama First Nation (Rama) has been known as 'the gathering place', where travellers journeyed to trade, to seek counsel or medicines, and attend great meetings. Today, it is home to Casino Rama, an OLG tourism attraction that brings thousands of visitors to the area daily for gaming, shows, conventions, shopping and fine dining.

Rama radiates with the spirit that has made us a thriving community. For centuries, our people have been leaders, entrepreneurs, artisans and harvesters. The Seven Grandfather teachings passed down from the Creator are at the centre of community culture. These traditions form the backbone of a community that draws strength and inspiration from the past while preparing for its future.

The community is approximately 90-minutes north of Toronto on almost 2,500 acres of land. Guided by long-term community visioning which has built a sustainable economic foundation, this provides members and area residents with employment close to home and services for family living and recreation.

## Employment



- Ojibway Bay Marina, operating since 1969
  - [www.ojibwaybaymarina.ca](http://www.ojibwaybaymarina.ca)
- Shell Station and Convenience Store
- Casino Rama Complex:
  - Entertainment Centre
  - Casino
  - Hotel
- MASK Fitness Centre
- MASK Arena
- The "The Shops at Rama" located in the Casino Rama complex including:
  - Biindigen Gift Shop
  - Indulge Fine Ladies Wear and Jewelry
  - Explore Boutique
  - Reflect Art and Craft Gallery
  - [www.thegatheringplacerasama.com](http://www.thegatheringplacerasama.com)

### Programs and Services

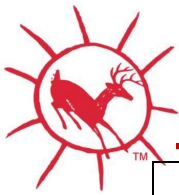
We are pleased to provide our community with exceptional programs, services and facilities including:

- Getsidjig Endaawaad "*Where our Elders/Seniors Reside*" Seniors Home and Extended Care Facility
- Rama Health Centre, Health and Social Services
- Chippewas of Rama Community and Family Services
- Mnjikaning Arena and Sports Ki (MASK) Recreation Centre
- Education:
  - Early Childcare Education Facility Biinoojiinsag Kinoomawgewgamig "*a place for our young children to learn*"
  - Mnjikaning Kendaaswin "*place of learning*" Elementary School
  - Post-Secondary Programs
  - Adult Education
- Human Resources
- Chippewas of Rama Fire and Rescue Service
- Chippewas of Rama Police Service
- Chippewas of Rama Emergency Medical Service (EMS)
- Building Inspection and Permits
- Housing
- Lands and Membership
- Security and By-Law
- Recreation
- Language and Culture
- Communications
- Landfill and Recycling

### Chippewa Tri-Council

Chippewas of Rama First Nation	5884 Rama Road, Suite 200 Rama, Ontario L3V 6H6
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Chippewas of RAMA  
First Nation

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	Phone: (705) 325-3611 Fax: (705) 325-0879 <a href="http://www.ramafn.com/index.asp">http://www.ramafn.com/index.asp</a>
Chippewas of Georgina Island	R.R.#2 Box N-13 Sutton West, Ontario LoE 1Ro Phone: (705) 437-1337 Fax: (705) 437-4597 <a href="http://www.georginaisland.com.php72-37.lan3-1.websitetestlink.com/">http://www.georginaisland.com.php72-37.lan3-1.websitetestlink.com/</a>
Beausoleil First Nation	11 O'Gema Miikaans Christian Island, Ontario LgM oAg Phone: (705) 247-2051 Fax: (705) 247-2239 Email: <a href="mailto:info@chimnissing.ca">info@chimnissing.ca</a> <a href="http://www.chimnissing.ca/index.html">http://www.chimnissing.ca/index.html</a>